

CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209



NOTICE AND AGENDA FOR THE SPECIAL AND REGULAR MEETING OF THE

CITY COUNCIL

SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY

HOUSING AUTHORITY

AUGUST 23, 2023

SPECIAL MEETING – **5:30 P.M.**

REGULAR MEETING - 6:30 P.M.

IRWINDALE CITY COUNCIL CHAMBER

H. MANUEL ORTIZ
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

MARK A. BRECEDA
COUNCILMEMBER

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

Via Zoom Webinar at <https://us02web.zoom.us/j/87104592389>

Webinar ID: 871 0459 2389

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA and Government Code section 54953(g), the City Council has adopted a reasonable accommodation policy to swiftly resolve accommodation requests. The policy can be found on the City's website: <https://www.irwindaleca.gov/DocumentCenter/View/8075/AB-2449-Reasonable-Accommodation-Policy>. If you need special assistance to participate in a City Council or Commission meeting or other services offered by this City, including an electronic or printed copy of the City's reasonable accommodation policy, please contact City Hall at (626) 430-2200. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service. **Note:** Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

Note: Staff reports are available for inspection at the office of the Chief Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



SPECIAL MEETING– 5:30 P.M.

CALL TO ORDER

ROLL CALL: Councilmembers:, Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia;
Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

SPONTANEOUS COMMUNICATIONS

Spontaneous communications are limited to the special meeting agenda items only.

RECESS TO CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: Five Points, LP vs. City of Irwindale
Case Number: 22STCV01394
2. Conference with Legal Counsel – Anticipated Litigation
Initiation of Litigation pursuant to California Government Code Section 54956.9(d)(4)

Number of Cases: 1
3. Conference with Labor Negotiator
Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: Julian A. Miranda, City Manager; Adrian Guerra,
Legal Counsel; Mary Hull, Human Resources Manager
Employee Organizations: IPOA
4. Liability Claims
Pursuant to Government Code Section 54956.95

Claimant: Calmat Co. d.b.a. Vulcan Materials Company
Agency claimed against: City of Irwindale

**RECONVENE IN OPEN SESSION
REPORT FROM CLOSED SESSION
ADJOURNMENT**

OPEN SESSION – 6:30 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE – Led by Milah Butler

INVOCATION

**ROLL CALL: Councilmembers; Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia;
Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz**

CHANGES TO THE AGENDA

COUNCIL MEMBER TRAVEL REPORTS

COUNCILMEMBER COMMENTS

INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS

Introduction of IT Technician Jonamhae Cucal

PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS

Certificate of Recognition to Ignacio S. “Nacho” Miranda

Irwindale Chamber of Commerce Business of the Month –Trilogy Financial

Certificate of Recognition – Irwindale Aquatics

Certificates of Recognition to Irwindale Aquatics Lifeguard Travis Breceda and Assistant Pool Manager Vanessa Yanez

CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

1. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

- A) Special Joint Meeting held July 19, 2023
- B) Special Meeting held July 26, 2023
- C) Regular Meeting held July 26, 2023

2. Warrants/Demands/Payroll

Department: Finance

Recommendation: Approve

3. Approve Purchase Agreement to Replace and Upgrade Police Department's Dispatch Radio Consoles

Department: Police

Recommendation: (1) Approve and authorize the City Manager to sign the Communications System and Services Agreement with Motorola Solutions dated June 13, 2023; (2) Approve the sole source purchase of 2 Motorola MCC7500E Dispatch Radio Consoles offered through a Los Angeles County contract in an amount not to exceed \$423,519; and (3) **Adopt Resolution No. 2023-60-3438** entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE AND INSTALLATION OF 2 NEW POLICE DEPARTMENT RADIO CONSOLES."

4. Amendment No. 3 to the Regional Food Recovery Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government

Department: Public Services

Recommendation: **Adopt Resolution No. 2023-61-3439** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL REGIONAL FOOD RECOVERY PROGRAM, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT FOR THE REGIONAL FOOD RECOVERY PROGRAM AS REQUIRED BY SENATE BILL 1383 (LARA) AND CALRECYCLE REGULATIONS".

5. Approve a Contract with California Consulting, Inc. for Grant Writing Management Services on a Month to Month, Retainer Basis

Department: Administration

Recommendation: **Adopt Resolution No. 2023-69-3447** entitled, "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES".

6. Approve a Contract with Joe A. Gonsalves & Son for Lobbying Services

Department: Administration

Recommendation: **Adopt Resolution No. 2023-70-3448** entitled, "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH JOE A. GONSALVES AND SON FOR LOBBYING SERVICES".

7. Approval of Resolutions Relating to Job Classifications and Compensation for City Employees

Department: Human Resources

Recommendation: **Adopt Resolution No. 2023-65-3443** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION FOR AN INCLUSION SPECIALIST AND ASSOCIATED JOB SPECIFICATION AND ELIMINATING THE POLICY CORPORAL CLASSIFICATION" and **adopt Resolution No. 2023-66-3444** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-45-3423, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES".

8. Consideration of First Amendment to the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024

Department: Human Resources

Recommendation: Approve the First Amendment to the Memorandum of Understanding By and Between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024

9. Acceptance of the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II; P-1043
Department: Engineering

Recommendation: (1) Ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II; (2) approve the final construction project amount of \$399,561.59 under the construction contract with Vance Corporation; (3) approve final construction management and inspection services contract with FCG Consultants in the amount of \$76,266.06; (4) authorize the City Clerk to record the Notice of Completion; and (5) authorize the Finance Director to release the 5% retention amount for the construction project.

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action.

Any public member addressing the Board shall limit his or her address to three (3) minutes regarding the subject under discussion. If a member of the public wishes to donate their time to another speaker, both persons must be physically present and in attendance of the meeting. In no event shall any donations of time exceed six minutes of total speaking time per person on any one item. The Presiding Officer may, in his or her discretion, extend the 3-minute time limitation for the particular subject under discussion for all speakers. In no event shall the total amount of speaking time exceed 6 minutes per person for the subject under discussion. Organized group of persons wishing to address the Board on the same subject matter, should select a spokesperson to represent the group, so as to avoid unnecessary repetition. The City Council may regulate a speaker who is speaking too long, being unduly repetitious, or extending discussion of irrelevancies.

In the hybrid format, both in-person and hybrid audience members will participate in the following order:

Tier 1: In-person attendees

Tier 2: Teleconference attendees

Tier 3: In-person and teleconference attendees who have not previously provide comments on the matter(s) being discussed by the legislative body

NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

10. Legislative Update by Gonsalves & Son (Verbal)

Department: Administration

11. Veteran's Monument – Option to Approve or Deny Name of Veteran

Department: Administration

Recommendation: Consider the City of Irwindale Veteran Monument Application submission for adding Jesse Paul Marquez's name on the Veteran's Monument.

12. Discussion and Direction for Translation Services

Department: Administration

Recommendation: Discuss and provide direction regarding the Parks & Recreation Commission's request for staff to use a translation service to translate City publications from English to Spanish.

13. Consideration to extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 until September 30, 2023

Department: Engineering

Recommendation: That the City Council consider allowing United Rock Products, Inc. (United) to continue the current hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until September 30, 2023. The current hours of operation are Monday to Friday, 7 a.m. to 3 p.m. and Saturday, 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month).

PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

CITY MANAGER'S REPORT

REQUESTS BY COUNCILMEMBERS FOR FUTURE AGENDA ITEMS

ADJOURN

**SUCCESSOR AGENCY TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY**

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

14. Minutes

Recommendation: Approve the following minutes:

A) Regular Meeting held July 26, 2023

15. Warrants

Recommendation: Approve

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

ADJOURN

HOUSING AUTHORITY

AB 2449 DISCLOSURES

Remote participation by a member of the legislative body for just cause or emergency circumstances

CONSENT CALENDAR

16. Minutes

Department: Administration / City Clerk

Recommendation: Approve the following minutes:

A) Regular Meeting held July 26, 2023

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

NEW BUSINESS

At this time, members of the audience may ask to be heard regarding an item on New Business.

PUBLIC HEARINGS

At this time, members of the audience may ask to be heard regarding an item on Public Hearings.

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Chief Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on August 23, 2023, be posted at the City Hall, Library, and Post Office on August 17, 2023.

Laura M. Nieto, MMC

Laura M. Nieto, MMC
Chief Deputy City Clerk

**IRWINDALE COMMUNITY CENTER
1610 ARROW HIGHWAY
IRWINDALE, CALIFORNIA 91706**

**JULY 19, 2023
WEDNESDAY
6:00 P.M.**

The Irwindale **CITY COUNCIL** and **PLANNING COMMISSION** met in special joint session, beginning at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Commissioners: Maricela Frymark; Vice Chair Enoch Burrola, Chair Suzanne Gomez

Absent: Commissioners Richard Chico and David Fuentes

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Marilyn Simpson, Community Development Director; Jeff Wagner, Information Technology Manager; and Laura Nieto, Chief Deputy City Clerk

**SPONTANEOUS
COMMUNICATIONS**

DENA ZEPEDA

Dena Zepeda asked whether she may speak on the item listed on the agenda. Mayor Ortiz confirmed that she would be given the opportunity to speak.

NEW BUSINESS

**ITEM NO. 1
COMPREHENSIVE
ZONING CODE
UPDATE**

COMPREHENSIVE ZONING CODE UPDATE

DIRECTOR SIMPSON

Director Simpson introduced the item. She advised that no decision on the zoning code would be made tonight. Rather, staff seeks comments and feedback to assist in drafting the update. She introduced Nick Pergakes, Project Manager from Interwest, which is the firm that is working on preparing the update.

NICK PERGAKES

Nick Pergakes made a PowerPoint presentation wherein he discussed what a zoning code consists of, why it needs to be updated, goals and objectives of the code update, important changes, the structure of the new zoning code, and an environmental review.

CHAIR GOMEZ

Responding to a question by Chair Gomez, Mr. Pergakes spoke on his analysis of the city's existing code and explained his efforts in ensuring that the update reflects the Council's vision in its policies.

He also advised that they are updating the commercial and industrial guidelines and noted that the zoning code would take precedence over design guidelines.

Chair Gomez also asked questions about height measurements, which Mr. Pergakes elaborated on. He also requested that any further questions or comments be received by July 31.

As requested by Chair Gomez, Mr. Pergakes also briefly explained ADU standards as well as building standards.

VICE CHAIR BURROLA Responding to a question by Vice Chair Burrola, Mr. Pergakes indicated that his firm would work toward including modern land uses and development standards to the update, and encouraged all to contact him if further clarification is needed.

CARMEN ROMAN Carmen Roman asked whether the current zoning code is available to view and whether a list of changes would be made available. She asked what residents stand to gain A1 zoning is eliminated and asked whether the code can remain as it is now. Should the code change, she asked whether the City could guarantee that homeowners would not be taxed any higher. She said that she has additional questions and requested being able to ask questions beyond July 31 and expressed her preoccupation that residents would not be allowed to have fruit trees on their properties.

FRED BARBOSA Fred Barbosa asked whether homeowners' tax rates would change with a potential change in zoning for their properties and asked whether such a change in zoning would benefit residents. He also stated that residents would not want to give up their right to have animals on their properties.

ROBERT DIAZ Robert Diaz stated that he has spoken to residents living along Arrow Highway, who all prefer that zoning for their areas remain zoned for residential properties. He also suggested that certain areas be rezoned as commercial, requested clarification on height limits and M1/M2 zoning, and suggested restoring height variances.

DENA ZEPEDA Dena Zepeda stated that she grew up listening to chickens and roosters and asked that fruit trees not be taken from residents. She then suggested that zoning be changed for Arrow Highway to reduce truck pollution and reflected on the time she said she was able to grow marijuana for medicinal purposes when it was illegal.

ONLINE ATTENDEE An online attendee asked whether the zoning update would include a variety of photos and descriptions of what each zoning area would include.

MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz agreed that the July 31 deadline to submit questions is too soon and requested that the deadline be extended. He also stated that it is imperative that the City retain local control. He then requested additional details over zoning consolidation, to which Mr. Pergakes advised that similar zones could be combined when they would essentially do the same things and would be consistent with each other. Mr. Pergakes then stated that he would put together responses to the questions that are posed.
FRED BARBOSA	Responding to a question by Fred Barbosa, Mr. Pergakes advised that his firm would go through the process to see what should be allowed by right, what should require conditional use permits, and what should not be allowed in certain districts.
MEGAN ZEPEDA	Megan Zepeda asked whether answers to the questions being posed would be answered. She then spoke against vaccine mandates.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz stated the M1/M2 zone along the Arrow Highway corridor needs to be reviewed. He also stated that residents living in M1 / M2 zones are worried that a change in zoning for their areas would displace them. He recommended clearly identifying why zoning changes would be made.
COMMISSIONER FRYMARK	Commissioner Frymark noted that the summary provided explains that the intent behind the zoning code update was to fix problems, inconsistencies, and errors found in the existing code, and asked which problems were found.
COUNCILMEMBER BRECEDA	Councilmember Breceda suggested that the zoning for the residential area that Mayor Pro Tem Ambriz referenced be changed to residential and concurred that the July 31 deadline to submit comments or questions is too soon.
COUNCILMEMBER BURROLA	Councilmember Burrola concurred that additional time is necessary in order to make informed decisions.
COUNCILMEMBER GARCIA	Councilmember Garcia stated that M1 zones need to be clarified and that it needs to be determined whether agricultural zoning could be kept. He stated that he needed additional time to review the information.
CHAIR GOMEZ	Chair Gomez spoke about an auto dismantling overlay zone and encouraged tougher regulations against auto dismantlers in light of their continued code violations. She also suggested stronger penalties for the use of illegal fireworks.
VICE CHAIR BURROLA	Vice Chair Burrola suggested looking into requiring more commercial zoning to encourage more development. He also suggested analyzing the reclamation plan and receiving more input on what future uses could be.

CHAIR GOMEZ Chair Gomez stated that the housing element contains sites where overlay zones could potentially be placed that could be earmarked for housing, which could be used to shown that the city is making good-faith efforts to meet its housing mandates.

FRED BARBOSA Fred Barbosa requested that more compassion be shown to homeless people.

MAYOR ORTIZ Mayor Ortiz concurred that the July 31 deadline should be extended so that all questions could be answered. He also asked whether a zoning change to A1 was necessary and spoke on the need to update the code as relates to indoor warehousing so that today's standards are reflected. He also posed questions regarding the differences between R1 and R2 zones as relate to the construction of ADU's.

Responding to a question by Mayor Ortiz, Mr. Pergakes spoke on the update's timeline and the need to use GASB funding by a certain date. He added that he would prepare a FAQ sheet with responses that could be reviewed before the Planning Commission this fall.

DIRECTOR SIMPSON Director Simpson thanked all for their participation and indicated that comments and questions could also be directed to city staff.

ADJOURNMENT There being no further business to conduct, the meeting was adjourned at 7:25 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

JULY 26, 2023
WEDNESDAY
5:00 P.M.

The Irwindale **CITY COUNCIL** met in special session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Larry G. Burrola,
Manuel R. Garcia, Mayor Pro Tem Albert F. Ambriz;
Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City
Attorney; and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

**SPONTANEOUS
COMMUNICATIONS**

None.

**RECESS TO
CLOSED SESSION**

At 5:00 p.m., the City Council met in Closed Session to discuss the
following:

Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8

Property: Olive Pit (APN 8415-001-906, 908)

Agency Negotiator: Julian A. Miranda, City Manager and Eddie Chan,
Director of Engineering / Building Official

Negotiating Parties: United Rock Products Corp.

Under Negotiation: Sublease Price and Terms

ACTION: Discussed, update provided; no reportable action

Conference with Legal Counsel – Existing Litigation

Pursuant to California Government code Section 54956.9

Name of Case: Five Points, LP vs. City of Irwindale

Case Number: 22STCV01394

ACTION: Update provided; no reportable action

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Julian A. Miranda, City Manager
Unrepresented Employee: Adrian Guerra, City Attorney

ACTION: Discussed; no action taken

Liability Claims

Pursuant to Government Code Section 54956.95

Claimant: Calmat Co. d.b.a. Vulcan Materials Company

Agency Claimed Against: City of Irwindale

ACTION: Discussed; information provided to Council; no action taken

**RECONVENE IN
OPEN SESSION**

At 6:30 p.m., the City Council reconvened in Open Session.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 6:32 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

CC Item 1C

JULY 26, 2023
WEDNESDAY
6:32 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Larry G. Burrola
Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz;
Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Christopher Hofford, Chief of Police; Theresa Olivares, Assistant City Manager; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

PLEDGE OF ALLEGIANCE

Pledge of Allegiance conducted.

AB 2449 DISCLOSURES None.

CHANGES TO THE AGENDA

None.

COUNCILMEMBER TRAVEL REPORTS

MAYOR ORTIZ

Mayor Ortiz reported on his attendance at a NALEO Conference held July 11-13.

COUNCILMEMBER COMMENTS

MAYOR ORTIZ

Mayor Ortiz spoke on the visit from Sister City delegates and Salvatierra's Mayor's desire to increase tourism and asked about malfunctioning air conditioners at the Dan Diaz Recreation Center.

CITY MANAGER MIRANDA

City Manager Miranda advised that one air conditioner unit at the Recreation Center is inoperable, the other units are functioning properly. Staff is obtaining quotes for the expeditious repair of the malfunctioning unit.

COUNCILMEMBER BRECEDA

Councilmember Breceda stated that he enjoyed the visit by the Sister City delegates and thanked the Council for joining him at the farewell dinner.

COUNCILMEMBER BURROLA

Councilmember Burrola also spoke highly of the visit. He then requested that the Parks & Recreation Commission discuss the use of the baseball field by football players as well as the damage they

are causing to the grass. He also requested that Item 4 on the Consent Calendar be pulled for separate discussion.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz requested that the Council present the Aquatics Department with a Certificate of Recognition in light of the wonderful programs the department offers to the community. He also thanked those that worked in organizing the Sister City events.

COUNCILMEMBER
GARCIA

Councilmember Garcia stated that he enjoyed the visit by the Sister City delegation and thanked Councilmember Breceda's company for providing dinner.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

IRWINDALE CHAMBER
OF COMMERCE
BUSINESS OF THE
MONTH –
OPPORTUNITIES FOR
LEARNING

IRWINDALE CHAMBER OF COMMERCE BUSINESS OF THE
MONTH – OPPORTUNITIES FOR LEARNING

The presentation was made.

RECOGNITION OF
IRWINDALE POLICE
OFFICER JAMES
ARMSTRONG

RECOGNITION OF IRWINDALE POLICE OFFICER JAMES
ARMSTRONG FOR HIS GRADUATION FROM THE LOS ANGELES
COUNTY SHERIFF'S SPECIAL ENFORCEMENT BUREAU (SEB)
SWAT SCHOOL

The presentation was made.

PRESENTATION BY
THE SAN GABRIEL
VALLEY WATER
QUALITY AUTHORITY

PRESENTATION BY THE SAN GABRIEL VALLEY WATER
QUALITY AUTHORITY

The presentation was made.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Pro Tem Ambriz, to approve the Consent Calendar, reading ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Item Nos. 4 and 10 removed for separate consideration, Councilmember Burrola abstaining on Item 1A, and Mayor Ortiz abstaining on Item 1C and 1D.

ITEM NO. 1
MINUTES

MINUTES

The following minutes were approved:

- A) Special joint meeting held June 28, 2023
- B) Regular meeting held June 28, 2023
- C) Special joint meeting held July 12, 2023
- D) Regular meeting held July 12, 2023

ITEM NO. 2
WARRANTS /
DEMANDS /
PAYROLL

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

ITEM NO. 3
INVESTMENT
QUARTERLY REPORT
FOR FISCAL QUARTER
ENDING JUNE 30, 2023

INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER
ENDING JUNE 30, 2023

The Investment Quarterly Report for the fiscal quarter ending June 30, 2023, was received and filed.

ITEM NO. 5
2nd READING –
ORDINANCE NO. 771

2ND READING – ORDINANCE NO. 771

ORDINANCE NO. 771
ADOPTED ON
SECOND READING

Ordinance No. 771, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING DEVELOPMENT AGREEMENT NO. 01-2022 BETWEEN CITY OF IRWINDALE AND KBS HOLDCO LLC, DBA REGENCY OUTDOOR ADVERTISING, TO ALLOW FOR THE DIGITAL CONVERSION OF AN EXISTING STATIC BILLBOARD LOCATED AT THE INTERSECTION OF THE I-605 (NORTHBOUND) AND THE I-210 (EASTBOUND) FREEWAYS (APN: 8533-009-014) IN THE M-2 (HEAVY MANUFACTURING) ZONE SUBJECT TO THE CONDITIONS AS SET FORTH HEREIN AND MAKING FINDINGS IN SUPPORT THEREOF; AND FINDING THE PROJECT EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT,” was adopted on second reading, reading by title only and waiving further reading thereof.

ITEM NO. 6
RENEWAL OF
CONTRACT
AGREEMENT WITH
THE CITY OF SANTA
FE SPRINGS FOR
CITY-WIDE TRAFFIC
SIGNAL MAINTENANCE
SERVICES

RENEWAL OF CONTRACT AGREEMENT WITH THE CITY OF
SANTA FE SPRINGS FOR CITY-WIDE TRAFFIC SIGNAL
MAINTENANCE SERVICES

The City Manager was authorized to execute an agreement with the City of Santa Fe Springs for city-wide traffic signal maintenance services.

ITEM NO. 7
APPROVAL OF
CONTRACT
AGREEMENT WITH
SAN BERNARDINO
COUNTY SHERIFF'S
DEPARTMENT FOR
FIRING RANGE USE

APPROVAL OF CONTRACT AGREEMENT WITH SAN
BERNARDINO COUNTY SHERIFF'S DEPARTMENT FOR FIRING
RANGE USE

The Chief of Police was authorized to enter into an agreement with the San Bernardino County Sheriff Department allowing for the periodic use of their firing range.

ITEM NO. 8
APPROVAL OF
TOLLING AGREEMENT
WITH CALMAT CO.,
DBA VULCAN
MATERIALS –
PROTEST OF DIF
FOR 15990 E.
FOOTHILL BLVD.

APPROVAL OF TOLLING AGREEMENT WITH CALMAT CO.,
D.B.A. VULCAN MATERIALS COMPANY REGARDING THE
PROTEST OF DEVELOPMENT IMPACT FEES FOR 15990 EAST
FOOTHILL BOULEVARD

The proposed Tolling Agreement with Calmat Co., d.b.a. Vulcan Materials Company regarding the protest of development impact fees for 15990 East Foothill Boulevard was approved.

ITEM NO. 9
APPROVE THE
PURCHASE OF A
REEL MOWER

APPROVE THE PURCHASE OF A REEL MOWER

RESOLUTION NO.
2023-63-3441
ADOPTED

Resolution No. 2023-63-3441, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING THE FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTION 3.44.080, AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF A REEL MOWER FOR THE PUBLIC SERVICES MAINTENANCE DIVISION," was adopted.

END OF CONSENT CALENDAR

ITEM NO. 4
AUTHORIZE CITY
MANAGER TO
EXECUTE CONTRACT
SERVICE
AGREEMENTS WITH
ROYAL COACHES
AND JAN'S TOWING

AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT
SERVICE AGREEMENTS WITH ROYAL COACHES AUTO BODY
AND TOWING AND JAN'S TOWING INC., FOR TOWING
SERVICES

COUNCILMEMBER BURROLA	Councilmember Burrola requested the number of vehicles towed per month for the past five years, to which Lieutenant Fraijo stated that he would confirm the exact number, but that it generally averages about one or two per day.
JAN QUACKENBUSH	Jan Quackenbush spoke on the types of vehicles his company, Jan's Towing, tows from Alpha Street.
COUNCILMEMBER BURROLA	Councilmember Burrola stated his belief that having two tow companies on contract is excessive and only one would be sufficient.
MOTION	A motion was made by Councilmember Burrola to adopt the proposed resolution and award the contract solely to Royal Coaches.
COUNCILMEMBER BRECEDA	Councilmember Breceda agreed that having two towing companies is unnecessary and stated that the city can exert more control with only one company.
COUNCILMEMBER GARCIA	Responding to a question by Councilmember Garcia, Director Borhani advised that the \$2,250 monthly contract fee that the tow companies would be required to pay to the City is the approximate average that staff determined to be a fair amount when negotiating with potential contract participants.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz wondered whether having two companies posed any benefits, and concurred that Royal Coaches should be selected as the sole tow provider.
MAYOR ORTIZ	Mayor Ortiz agreed that only one towing company should be selected and suggested that future bid opportunities be reviewed by a panel of individuals from outside agencies. He concurred that Royal Coaches should be selected as the sole tow provider.
CITY ATTORNEY GUERRA	City Attorney Guerra noted that the full monthly contract fee would need to be paid by the sole tow services provider and that the Request for Proposals allows for the selection of just one company.
RESOLUTION NO. 2023-33-3411 ADOPTED	Resolution No. 2023-33-3341 , entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AWARDING AN EXCLUSIVE FRANCHISE AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT SERVICE AGREEMENT WITH ROYAL COACHES AUTO BODY AND TOWING FOR TOWING SERVICES," was adopted on the motion of Councilmember Burrola, seconded by Councilmember Breceda, and unanimously approved.

ITEM NO. 10 AWARD OF CONTRACT FOR CONSTRUCTION OF THE TRAFFIC
AWARD OF CONTRACT SIGNAL MODIFICATIONS PROJECT AT ARROW HIGHWAY AND
FOR CONSTRUCTION VINCENT AVENUE; P-980
OF THE TRAFFIC
SIGNAL MODIFICATIONS
PROJECT AT ARROW
HIGHWAY AND
VINCENT AVENUE

MAYOR ORTIZ In reply to a question by Mayor Ortiz, Director Chan advised that the City would be responsible for 50% of the contract amount and that the City of Azusa and County of Los Angeles would be responsible for the other 50%. He added that he anticipates that work will begin next month.

MAYOR PRO TEM Mayor Pro Tem Ambriz asked whether Athens is paying into the
AMBRIZ agreement, to which Director Chan confirmed that Athens would pay \$59,421.90 as part of the City's share of the costs.

RESOLUTION NO. **Resolution No. 2023-62-3440**, entitled:
2023-62-3440
ADOPTED "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AMENDING FY 23-24 ADOPTED BUDGET BY APPROPRIATING \$29,078.10 FROM THE GENERAL FUND RESERVE, WAIVING FORMAL BIDDING PROCEDURES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MSL ELECTRIC INC FOR CONSTRUCTION OF THE TRAFFIC SIGNAL MODIFICATIONS PROJECT AT ARROW HIGHWAY AND VINCENT AVENUE," was adopted; the City Manager was authorized to enter into an agreement with MSL Electric Inc. in the amount of \$90,000.00 for the Traffic Signal Modifications Project at Arrow Highway and Vincent Avenue, subject to City Attorney approval as to form; and a 20% project contingency in the amount of \$18,000 was approved to cover any unforeseeable conditions that may arise during construction, on the motion of Mayor Ortiz, seconded by Councilmember Breceda, and unanimously approved.

SPONTANEOUS
COMMUNICATIONS

SUZANNE GOMEZ Suzanne Gomez thanked Mayor Ortiz, City Manager Miranda, Human Resources Manager Hull, and Librarian Balli for allowing her to participate in the Summer Youth Program. She also thanked the Recreation Department for the wonderful Music in the Park concerts and for the reopening of the Snack Bar. She also thanked Officer Armstrong for his outstanding community work.

ANNIE AMBRIZ An emailed statement from Annie Ambriz was read, wherein she thanked Recreation and Aquatics staff for being attentive and caring for her when she was kicked by a child, and requested that staffers Marianna Quinones and Linda Marez be recognized.

NEW BUSINESS

ITEM NO. 11 REVIEW OF DRAFT ORDINANCES FOR THE PROPOSED
REVIEW OF DRAFT REGULATION OF UNMANNED AIRCRAFT SYSTEMS AND
ORDINANCES FOR DRONES
THE PROPOSED
REGULATION OF
UNMANNED AIRCRAFT
SYSTEMS AND
DRONES

CITY ATTORNEY City Attorney Guerra presented the report.
GUERRA

SUZANNE GOMEZ In reply to a question by Suzanne Gomez, City Attorney Guerra advised that the proposed ordinance includes a provision allowing the use of drones by public safety agencies.

BILL SALAZAR Bill Salazar with Royal Coaches Towing attempted to speak on the towing contract item, to which Mayor Ortiz indicated that he would be allowed to speak on it after discussion on the current item concludes.

LINDA MAREZ Linda Marez questioned the legality of implementing an ordinance that includes provisions that are already covered under federal airspace rules, to which City Attorney Guerra advised that there is an argument that any ordinance which is either inconsistent with / restates federal law is preempted by said federal law and not enforceable. He added that there is a strong argument that the proposed ordinance is unenforceable if someone were to challenge it in court.

MAYOR ORTIZ Mayor Ortiz stated that the purpose of this ordinance is to protect the residents' privacy, especially during the time of year when they would be in their swimming pools, and that the Council does not want drone operators to take photos or videos of private citizens in their residential areas. He encouraged the Council to move forward with the ordinance and bring it back at the next meeting for adoption. He further stated that he welcomes commercial drone operators and concurred that the Police Department should have the ability to utilize drones to help protect the community.

MAYOR PRO TEM Mayor Pro Tem Ambriz stated his belief that the ordinance would
AMBRIZ make the community feel better and would respect residents' expectation of privacy.

COUNCILMEMBER GARCIA	Councilmember Garcia asked whether the proposed ordinance was intended to generate more permit fees, in which case he would not be in favor of approving it. He also advised that most of the conditions in the ordinance are already covered under federal law.
MAYOR ORTIZ	Mayor Ortiz indicated that the purpose of the ordinance is not to generate more funding. He then asked about the process that commercial drone operators would need to undergo in order to secure a permit, to which City Manager Miranda indicated that he would need to compile information on permit applications, including the number of applications received, and return to the Council with the results.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz agreed with Mayor Ortiz and stated that the ordinance is being proposed to address public safety concerns as well as to help secure residents' expectation of privacy.
CITY MANAGER MIRANDA	City Manager Miranda noted that, per information from Director Simpson, the City typically receives drone film permit applications about two or three times per year.
MAYOR ORTIZ	Mayor Ortiz made a motion to introduce an ordinance for first reading, to which City Attorney Guerra advised that the matter on the agenda is simply to receive direction from the Council and not to introduce an ordinance.
CITY ATTORNEY GUERRA	Responding to Councilmember Garcia's comment, City Attorney Guerra advised that most ordinances typically restate federal law and regulations. He also agreed with Mayor Pro Tem Ambriz in that, per previous discussions, the City never intended to generate revenue through the ordinance; rather, the Council wishes to promote privacy and safety. City Attorney Guerra requested clarification over the intent of the Council, to which Mayor Ortiz advised that he wishes to ban drones from flying over residential areas.
COUNCILMEMBER BURROLA	Councilmember Burrola indicated that federal rules already exist and would supersede City ordinances, and that adopting this ordinance could lead to lawsuits.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz stated that the ordinance would provide a mechanism where individuals could report violations and that the city does not need to fear if a lawsuit is filed to challenge the ordinance.
COUNCILMEMBER BURROLA	Councilmember Burrola recounted an incident where a drone hovered over his back yard. He acknowledged that the incident annoyed him, though this occurred several years ago.

COUNCILMEMBER GARCIA Councilmember Garcia repeated his belief that the ordinance is redundant and asked who would enforce it, to which Mayor Pro Tem Ambriz indicated that it would be up to either Code Enforcement or the Police Department.

COUNCIL CONSENSUS Council Consensus was reached to instruct the City Attorney to prepare an ordinance for introduction for first reading at a future meeting.

BILL SALAZAR Bill Salazar with Royal Coaches stated that his company offered to pay \$5,000 per month for the towing franchise fee in order to benefit the community.

PUBLIC HEARINGS None.

**CITY MANAGER'S
REPORT**

CITY MANAGER MIRANDA City Manager Miranda reported the following:

- 1) The Irwindale Educational Foundation will hold a Bingo Fundraiser at the Irwindale Brew Yard on July 28.
- 2) A "Taste of Irwindale and Business Expo" is scheduled to be held on August 3.
- 3) The 2023 Young Citizen of the Year Competition is set for August 7.
- 4) The City will host a blood drive in conjunction with the American Red Cross on August 8.
- 5) The Police Department is hosting a National Night Out event on August 1.
- 6) Repairs to the manhole located under the 605 overpass on Rivergrade Road will begin on August 1 and will take about three days to complete. Traffic control measures will be implemented.

**REQUESTS BY
COUNCILMEMBERS
FOR FUTURE AGENDA
ITEMS**

COUNCILMEMBER BRECEDA Councilmember Breceda requested an update on the development of a Material Recovery Facility and its related grading permits.

Responding to a question by City Manager Miranda, Councilmember Breceda indicated that he would prefer that staff met with Councilmembers two-at-a-time to discuss the project.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:02 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

CITY OF IRWINDALE
PAYROLL WARRANT REGISTER
July 2023

Payroll Batch DATE OF ISSUE 7/13/23	408-07-23, 409-07-23, 410-07-23 DEPARTMENT	AMOUNT
	11 City Council	1,731.15
	13 City Administrative Office	56,789.95
	14 Finance Department	26,342.52
	15 Summer Youth	5,890.00
	35 Police Department	215,972.66
	40 Recreation Department	31,209.69
	41 Aquatics Department	20,970.03
	42 Senior Citizens' Center	17,097.94
	44 Library	13,752.20
	51 Planning & Community Development	36,415.20
	52 Public Works - Engineering	24,868.55
	57 Public Works - Services	52,520.16
	Gross Payroll	503,560.05
	Required Deductions	(139,499.70)
	Voluntary Deductions	(19,871.50)
	Net Payroll	344,188.85
Payroll Batch DATE OF ISSUE 7/27/23	421-07-23, 422-07-23, 427-07-23 DEPARTMENT	AMOUNT
	11 City Council	5,754.62
	13 City Administrative Office	55,002.45
	14 Finance Department	26,953.91
	15 Summer Youth	5,707.88
	35 Police Department	253,701.17
	40 Recreation Department	31,421.81
	41 Aquatics Department	26,552.33
	42 Senior Citizens' Center	19,007.49
	44 Library	14,716.46
	51 Planning & Community Development	34,027.71
	52 Public Works - Engineering	28,420.23
	57 Public Works - Services	54,747.71
	Gross Payroll	556,013.77
	Required Deductions	(146,350.55)
	Voluntary Deductions	(21,517.63)
	Net Payroll	388,145.59

Electronic Payments

July 2023

July 1 - 31, 2023



Number	Vendor Name	Date	Amount
5991339	CJPIA Annual Contribution 2023-24 for Liability & WC	7/6/2023	1,061,898.00
5990852	CJPIA Insurance	7/6/2023	260,108.00
6010812	CJPIA Excess Pool	7/13/2023	17,902.57
ACH	Bank of the West	7/26/2023	34,717.27
Report Total:			<u>1,374,625.84</u>

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
80387	API01	Rey Apita	07/20/2023	58.83
80388	CINGULAR	AT & T Mobility	07/20/2023	1,753.25
80389	FRAER01	Laura Fraer Snyder	07/20/2023	3,150.00
80390	PAIK01	Sumako Paik	07/20/2023	120.00
80391	STATEO01	State Of California	07/20/2023	224.00
80392	verizonw	Verizon Wireless	07/20/2023	826.02
80393	WILL01	April Williams	07/20/2023	360.00
80394	AGUILA07	Berlyn Aguila	07/20/2023	57.59
80395	AMBRIZ05	Albert Ambriz	07/20/2023	165.06
80396	BURROL08	Larry Burrola	07/20/2023	1,496.28
80397	CONCE01	Concentra	07/20/2023	112.00
80398	CPG01	CPG Event Rentals LLC	07/20/2023	879.90
80399	GRIJAL05	Daniel M. Grijalva	07/20/2023	103.76
80400	LIEBERT	Liebert Cassidy Whitmore	07/20/2023	4,830.00
80401	PADILLAM	Melissa Marez	07/20/2023	55.53
80402	NOCOM01	Natalie Nocom	07/20/2023	114.21
80403	OPTUM01	OptumRx, Inc.	07/20/2023	41,503.93
80404	PALACI01	Joanna Palacios	07/20/2023	229.09
80405	LEGAL03	Pre-Paid Legal Services, Inc.	07/20/2023	37.90
80406	SECRET01	Secretary of State	07/20/2023	40.00
80407	TEXAS01	Texas Life Insurance Co.	07/20/2023	4,588.68
80408	VISION01	Vision Service Plan - (CA)	07/20/2023	4,573.00
80409	NEST01	Blue Triton Brands, Inc.	07/27/2023	293.77
80410	PETTYC05	City of Irwindale Petty Cash	07/27/2023	385.13
80411	PETTYC05	City of Irwindale Petty Cash	07/27/2023	368.57
80412	ROCH01	Sarah Rocha	07/27/2023	133.46
80413	SMART&	Smart & Final	07/27/2023	3,698.79
80414	NEST01	Blue Triton Brands, Inc.	07/27/2023	440.66
80415	BURGUA01	Rene Burguan	07/27/2023	4,550.00
80416	CALIFO56	California State Disbursement Unit	07/27/2023	604.15
80417	CALIFO57	California State Disbursement Unit	07/27/2023	143.07
80418	CITY01	City of Hope	07/27/2023	54.00
80419	ICEA	Irwindale City Employee Assoc.	07/27/2023	792.00
80420	IMEA	Irwindale Mgmt Employee Assoc.	07/27/2023	500.00
80421	IRWIND02	Irwindale Police Officers Assoc.	07/27/2023	2,948.00
80422	AT&T02	AT & T	08/03/2023	32.73
80423	AT&T06	AT & T	08/03/2023	21.97
80424	FRONT01	Frontier Communications	08/03/2023	52.30
80425	SCFUELS	SC Fuels	08/03/2023	11,661.57
80426	STRASSE	Strasse Sport Autobody and Collision	08/03/2023	18,372.53
80427	AMBRIZ05	Albert Ambriz	08/03/2023	20.00
80428	AMERIFID	American Fidelity Assurance	08/03/2023	8,693.50
80429	AMERIC34	American Fidelity Assurance Co	08/03/2023	4,447.34
80430	AT&T02	AT & T	08/03/2023	32.78
80431	AT&T06	AT & T	08/03/2023	37.94
80432	Ayala01	Leonor Ayala	08/03/2023	576.00
80433	BRECED04	Mark A. Breceda	08/03/2023	1,603.01

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80434	BURROL08	Larry Burrola	08/03/2023	31.73
80435	CHARTE01	Charter Communications	08/03/2023	101.30
80436	PMIDEN	Delta Dental Insurance Company	08/03/2023	897.44
80437	PMIDEN01	Delta Dental of California	08/03/2023	12,226.74
80438	EVANS02	Gloria Evans	08/03/2023	300.00
80439	FLORE01	Karla Flores	08/03/2023	700.00
80440	FRONT01	Frontier Communications	08/03/2023	590.37
80441	GALVAN02	Claudia Galvan	08/03/2023	320.00
80442	HERN20	Heylin Hernandez	08/03/2023	864.00
80443	HOYEN	Noelle Hoye	08/03/2023	490.00
80444	IMPAC01	Impact Images. Inc.	08/03/2023	887.81
80445	IRWIND04	Irwindale Chamber Of Commerce	08/03/2023	7,500.00
80446	IRWIND11	Irwindale Sister City	08/03/2023	50.00
80447	JOSEPH01	Joseph Pepe Miranda Sports	08/03/2023	50.00
80448	LOPEZ30	Juan Lopez	08/03/2023	50.00
80449	MCIWOR	MCI Comm Service	08/03/2023	108.35
80450	NATION23	National Union Fire Insurance	08/03/2023	734.57
80451	OPTUM01	OptumRx, Inc.	08/03/2023	38,006.75
80452	ORTIZH	H. Manuel Ortiz	08/03/2023	634.54
80453	PAIK01	Sumako Paik	08/03/2023	240.00
80454	POWER01	Power Sign Fabrication	08/03/2023	3,243.00
80455	PSYCHO01	Psychological Consulting Associates, Inc	08/03/2023	440.00
80456	SPEC01	Special Needs Coffee, LLC	08/03/2023	300.00
80457	STANDA01	Standard Insurance Co. RV	08/03/2023	475.45
80458	STANDA03	Standard Insurance Company	08/03/2023	2,441.57
80459	VISION01	Vision Service Plan - (CA)	08/03/2023	4,238.68
80460	WAGN02	Jeanette Wagner	08/03/2023	350.00
80461	WAGONER	Pamela Wagoner	08/03/2023	680.00
80462	WESTJ01	Jennifer West	08/03/2023	400.00
80463	ALESHIRE	Aleshire & Wynder, LLP	08/10/2023	77,824.90
80464	AZUSALW	Azusa Light & Water	08/10/2023	514.45
80465	CALIFO02	California American Water	08/10/2023	74.79
80466	CITYOF23	City Of West Covina	08/10/2023	6,600.00
80467	SOUTHE17	Golden State Water Company	08/10/2023	150.89
80468	IRWIND21	Irwindale Hand Wash & Auto Detail	08/10/2023	1,464.53
80469	ROCH01	Sarah Rocha	08/10/2023	2,527.89
80470	GASCOM	SoCalGas	08/10/2023	345.05
80471	VALLEY01	Valley County Water District	08/10/2023	14,261.90
80472	VALLEY09	Valley View Mutual Water Co.	08/10/2023	14.59
80473	ALLIAN02	Alliant Insurance Services, Inc.- Irvine Mai	08/10/2023	4,063.00
80474	AZUSALW	Azusa Light & Water	08/10/2023	163.51
80475	OROSCO05	Rebecca Bardales	08/10/2023	234.82
80476	BURGUA01	Rene Burguan	08/10/2023	4,550.00
80477	CALIFO02	California American Water	08/10/2023	1,657.95
80478	CARL10	Joel Carlos	08/10/2023	3,000.00
80479	CHARTE01	Charter Communications	08/10/2023	281.06
80480	DF01	D.F. Polygraph	08/10/2023	200.00
80481	FORNA01	Robin Fornaseri	08/10/2023	600.00
80482	SOUTHE17	Golden State Water Company	08/10/2023	1,762.92
80483	MIRAND25	Blanche V. Miranda	08/10/2023	520.00
80484	OLIVAR01	Theresa Olivares	08/10/2023	58.47
80485	PETTYC05	City of Irwindale Petty Cash	08/10/2023	251.01
80486	ROCH01	Sarah Rocha	08/10/2023	638.35
80487	SANCH01	Jaycon Sanchez	08/10/2023	121.88
80488	GASCOM	SoCalGas	08/10/2023	970.51
80489	SPEC01	Special Needs Coffee, LLC	08/10/2023	300.00
80490	VALLEY09	Valley View Mutual Water Co.	08/10/2023	150.75

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80491	CALIFO56	California State Disbursement Unit	08/10/2023	604.15
80492	CALIFO57	California State Disbursement Unit	08/10/2023	143.07
Report Total (106 checks):				327,145.04

Accounts Payable

Checks by Date - Summary by Check Number

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Check No	Vendor No	Vendor Name	Check Date	Check Amount
80495	ALVARA04	Aundrea Alvarado	08/17/2023	75.00
80496	CINGULAR	AT & T Mobility	08/17/2023	1,753.33
80497	CARDEN01	Rudy Cardenas	08/17/2023	150.00
80498	DOMINGO1	Nelida Dominguez	08/17/2023	75.00
80499	KREN01	William Krenz	08/17/2023	6,350.00
80500	LIEBERT	Liebert Cassidy Whitmore	08/17/2023	435.00
80501	LEGAL03	Pre-Paid Legal Services, Inc.	08/17/2023	37.90
80502	PURCHA	Purchase Power	08/17/2023	2,030.00
80503	SILV01	Randy Silva	08/17/2023	170.00
80504	STATEO01	State Of California	08/17/2023	162.00
80505	TEXAS01	Texas Life Insurance Co.	08/17/2023	4,588.68
80506	LIEBERT	Liebert Cassidy Whitmore	08/17/2023	170.00
80507	ROSENO	RSG Inc.	08/17/2023	1,662.50
80508	ALLSTATE	All State Police Equipment Co.	08/23/2023	865.22
80509	AMAZON1	Amazon Capital Services, Inc.	08/23/2023	7,081.09
80510	ARAM01	Aramark Uniform & Career Apparel Group	08/23/2023	116.00
80511	BAKER01	Baker & Taylor Books	08/23/2023	104.48
80512	BRITEW	BriteWorks, Inc.	08/23/2023	13,539.95
80513	SANGAB11	California Newspapers Partnership	08/23/2023	2,070.24
80514	CITYOF18	City of Santa Fe Springs	08/23/2023	15,638.53
80515	DEPTOF02	County of LA Dept of Animal Care & Cont	08/23/2023	7,849.74
80516	LOSANG33	County of Los Angeles	08/23/2023	198,921.17
80517	CWE01	CWE	08/23/2023	105,055.23
80518	DAVIDE	David Evans & Associates Inc	08/23/2023	731.80
80519	ENVIRO05	Environmental Science Associates (ESA)	08/23/2023	13,485.00
80520	FCG01	FCG Consultants Inc.	08/23/2023	43,341.02
80521	FEDEX	FedEx	08/23/2023	31.99
80522	FILLG01	Fill Good Landscaping	08/23/2023	800.00
80523	GEOLOG	Geologic Associates	08/23/2023	35,517.10
80524	lGlendor	Glendora Chevrolet	08/23/2023	11.31
80525	Harvey	Harvey Consulting Group, Inc.	08/23/2023	16,340.00
80526	HDLCOR	HdL Coren & Cone	08/23/2023	1,095.00
80527	INTELL01	Intelli-tech, Inc.	08/23/2023	1,312.00
80528	INTER01	Interwest Consulting Group	08/23/2023	2,147.50
80529	JOHN01	Johnson Investigations	08/23/2023	1,600.00
80530	LSA01	LSA Associates, Inc.	08/23/2023	53,992.21
80531	MAINTE01	Maintex	08/23/2023	127.93
80532	PAPE01	Pape' Material Handling Inc.	08/23/2023	147.54
80533	ROADLI	Roadline Products Inc. USA	08/23/2023	3,969.00
80534	UNITED05	United Rentals, Inc.	08/23/2023	400.99
80535	VANCE01	Vance Corporation	08/23/2023	28,409.37
80536	VICT01	Victory Tactical Gear, LLC	08/23/2023	4,559.25
80537	WESTCO05	West Coast Arborists, Inc.	08/23/2023	9,235.80
80538	HDSUP01	WHITE CAP, L.P.	08/23/2023	104.17
80539	ABSO01	Absolute Software, Inc	08/23/2023	2,377.23
80540	AMAZON1	Amazon Capital Services, Inc.	08/23/2023	1,084.22
80541	ARAM01	Aramark Uniform & Career Apparel Group	08/23/2023	436.64

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80542	ARC03	ARC Document Solutions, Inc.	08/23/2023	156.94
80543	B&BTIR	B & B Tires Service	08/23/2023	480.00
80544	BAKER10	Bakers Man Production	08/23/2023	1,000.00
80545	MIJACA	Balcon Holdings, Inc.	08/23/2023	317.00
80546	BARNEY	Barney's Locksmith Service	08/23/2023	192.88
80547	BLACKA	Black & White Emergency Vehicles	08/23/2023	112.79
80548	BURRO01	Burro Canyon Ent. Inc.	08/23/2023	230.00
80549	CALI12	California Consulting Inc.	08/23/2023	4,500.00
80550	CALIFO03	California JPIA	08/23/2023	6,206.00
80551	CINTAS	Cintas Corporation #693	08/23/2023	146.49
80552	CITYOF11	City of Azusa	08/23/2023	700.00
80553	COMPLE01	Complete Paperless Solutions, LLC	08/23/2023	5,750.00
80554	CONCE01	Concentra	08/23/2023	54.00
80555	CWA01	CWA AIA, Inc	08/23/2023	20,403.60
80556	DIRT01	Dirt Works Utility Services, Inc.	08/23/2023	198.00
80557	DOOLEY	Dooley Enterprises, Inc.	08/23/2023	8,302.14
80558	DUMAR01	Dumarc Corporation	08/23/2023	19,137.60
80559	FCG01	FCG Consultants Inc.	08/23/2023	39,607.28
80560	FEDEX	FedEx	08/23/2023	24.51
80561	FILLG01	Fill Good Landscaping	08/23/2023	800.00
80562	FOOTH01	Foothill Communications, Inc.	08/23/2023	622.94
80563	GARVEY	Garvey Equipment Co	08/23/2023	1,411.69
80564	Harvey	Harvey Consulting Group, Inc.	08/23/2023	9,960.00
80565	HDLCOR	HdL Coren & Cone	08/23/2023	1,575.00
80566	INTER12	International Business InformationTechnolo	08/23/2023	6,020.00
80567	IRWIND23	Irwindale Business Center	08/23/2023	816.95
80568	IRWIND03	Irwindale Tire Shop	08/23/2023	10.00
80569	JOHNNY02	Johnny's Pool Service	08/23/2023	139.54
80570	JOHN01	Johnson Investigations	08/23/2023	1,600.00
80571	KJSERV01	KJ Services Enviromental Consulting LLC	08/23/2023	255.00
80572	LACOPO	LACPCA	08/23/2023	300.00
80573	LANDSC	Landscape Warehouse III Inc.	08/23/2023	422.30
80574	LEWISE	Lewis Engraving, Inc.	08/23/2023	34.18
80575	LEXISN	LexisNexis Risk Solutions	08/23/2023	151.50
80576	MGUNI01	M.G. Unicorn Inc	08/23/2023	325.33
80577	MIDAS	Manuel C Muratalla	08/23/2023	1,610.66
80578	MONT01	Montage Paint	08/23/2023	67.91
80579	PEARSO01	NCS Pearson, Inc	08/23/2023	99.00
80580	OFFICE03	ODP Business Solutions, LLC	08/23/2023	1,312.25
80581	PAPE01	Pape' Material Handling Inc.	08/23/2023	271.17
80582	PATTON	Patton Sales Corp (Arrow Pipe)	08/23/2023	220.50
80583	PERF03	Performance Elevator Contractors, Inc.	08/23/2023	360.00
80584	PINN01	Pinnacle Ciontracting Corp.	08/23/2023	30,000.00
80585	PLACE01	PlaceWorks, Inc.	08/23/2023	25,685.08
80586	PRAXAI	Praxair	08/23/2023	48.71
80587	PROPRINT	Pro Printing, Inc.	08/23/2023	952.34
80588	PYROSP	Pyro-Spectaculars, Inc.	08/23/2023	17,175.00
80589	RANCHO01	Rancho Duarte Florist	08/23/2023	75.00
80590	RICOH01	Ricoh USA, Inc	08/23/2023	3,592.65
80591	RICOH02	Ricoh USA, Inc	08/23/2023	1,673.13
80592	ROSENO	RSG Inc.	08/23/2023	2,770.00
80593	SIERRA01	Sierra Chevrolet	08/23/2023	372.71
80594	SOUTHE24	Southern California Edison	08/23/2023	1,540.83
80595	SOUTHE26	Southern California Library Cooperative	08/23/2023	1,876.00
80596	SWANK01	Swank Motion Pictures, Inc.	08/23/2023	930.00
80597	SWEET01	Sweetwater Sound Inc.	08/23/2023	4,984.40
80598	TEDJOH	Ted Johnson Propane	08/23/2023	51.59

Check No	Vendor No	Vendor Name	Check Date	Check Amount
80599	NORTHR	The Northridge Group, Inc.	08/23/2023	4,420.42
80600	TITAN02	Titan Graphix & Promotions, Inc	08/23/2023	166.00
80601	TULL02	William James Tully Jr.	08/23/2023	168.14
80602	ULINE01	Uline	08/23/2023	2,429.87
80603	WALT01	Walters Wholesale Electric Co.	08/23/2023	438.05
80604	HDSUP01	WHITE CAP, L.P.	08/23/2023	388.69
80605	WILLDAN	Willdan Financial Services	08/23/2023	4,484.08
80606	YTIRES	Y Tire Sales	08/23/2023	655.08
Report Total (112 checks):				830,941.05

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 3

Date: August 23, 2023

To: Honorable Mayor and Members of the City Council

From: Julian A. Miranda, City Manager

Issue: Approve Purchase Agreement to Replace and Upgrade Police Department's Dispatch Radio Consoles

City Manager's Recommendation:

Adopt Resolution No. 2023-60-3438 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTIONS 3.44.080(C) AND 3.44.080(F), AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE AND INSTALLATION OF TWO (2) MOTOROLA MCC7500E DISPATCH RADIO CONSOLES FOR THE IRWINDALE POLICE DEPARTMENT, AND APPROPRIATING FUNDS."

Administrative Action:

Submitted by:

Christopher Hofford, Chief of Police
(626) 430-2200



Prepared by:

John Fraijo, Police Captain



Reviewed by:

Adrian R. Guerra, City Attorney

Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The Irwindale Police Department's ("IPD" or "Police Department") radio communication system is an essential part of the IPD's commitment to public safety. The radio system connects IPD first responders with dispatchers, who relay information gathered from the community. The Police Department's current radio system is over 15 years old, making it an obsolete system, where hardware and software support are no longer offered by the manufacturer Motorola Solutions, or by other radio service vendors.

The Police Department has dealt with several critical radio system failures due to the system's age and obsolescence. Due to these system failures, the Department has faced persistent problems, especially in regards to the performance and reliability of the dispatch radio consoles and repeater systems. These issues have produced periods of erratic static, loss of communication capability, and digitization noise transmitted through the radio communication system, which risks the safety of IPD officers and the public.

Every piece of equipment used by the Police Department has a manufacturer's recommended maintenance, repair, and replacement schedule. Adhering to that recommended maintenance schedule is critical to ensuring the proper operation of that equipment in the field and minimizing the risk of failure that could contribute to serious injury or death. The maintenance and replacement of the City's public safety communications system is critical to the life and safety of Police Department staff and to the diverse communities it serves.

The following products/equipment used by the Police Department have been officially discontinued by Motorola, such that support and parts are no longer available, marking the end of their effective service life:

- XTL 5000 Mobile Radios – Discontinued in 2013
- MCC 5500 Dispatch Consoles – Discontinued in 2016

By industry standards, the Police Department's communication system is considered "legacy" equipment and has been operating without hardware and software support by Motorola as products/equipment are discontinued. The system has fallen well below the public safety requirements and is on the verge of complete failure due to its age. The Police Department's current radio communications vendor has been called on several occasions to "bandage" the system to maintain operations until replacement. As technology continues to evolve, additional investments are necessary to ensure that the Police Department's radio communication platform is contemporary and able to expand as future additional safety enhancements are made.

Police departments routinely coordinate operations and require the ability for radio interoperability, especially during emergency incidents. Currently, the IPD's radio system is not compatible for communication with some of the City's neighboring agencies, which

severely limits the Police Department's ability to cooperate and coordinate with neighboring police agencies.

Additionally, IPD's current radio communications system does not support voice and data secured encryption algorithms, leaving the Police Department vulnerable to scanners and eavesdroppers. Not having these security features and technology exposes IPD Officers and the public to potential harm. Modern radio systems can eliminate this issue by having multiple hardware encryption algorithms and "P25" radio authentication, which ensures only valid users can access the system.

The Police Department's goal is to complete the transition from its current outdated conventional/stand-alone UHF radio communications system to a countywide UHF system with increased interoperability capability. The updated system will allow IPD to better communicate with neighboring police agencies, provide voice and data security, and provide necessary system updates in many key areas, such as longer battery life, higher temperature ratings, improved emergency trigger, and higher channel capacities.

To successfully implement this project and maintain a fiscally prudent approach, the project has been divided into four phases:

- Phase One: Purchase 17 APX 8000 handheld portable radios utilizing 2017 State Homeland Security Program (SHSP) grant fund in the amount of \$90,072 to offset total project cost (completed).
- Phase Two: Purchase 10 APX 8000 handheld portable radios utilizing 2018 State Homeland Security Program (SHSP) grant fund in the amount of \$69,944 to offset total project cost (completed).
- Phase Three: Purchase and install 2 Motorola MCC7500E Dispatch Radio Consoles that will operate on the Interagency Communications Interoperability System, "ICI" network and that are being used by all other ComNet Radio Joint Powers Authority ("JPA") radio network agencies within the Los Angeles County area. ICI is a much larger, county-wide radio communications network of which ComNet is a member. ICI provides seamless radio communications throughout and beyond Los Angeles County. The ICI system is built on a Motorola platform. Therefore, most Los Angeles County police departments have installed the MCC 7500 dispatch consoles, which is currently the only solution recommended by ICI for the Department's Communications Center to be interconnected with the ICI system. The Irwindale Police Department is currently a member of the ICI network and ComNet JPA network, which allows the IPD to communicate with other members of the networks. However, the IPD's deteriorating radio communication systems is interfering with the IPD's access to the networks and limits communication with network members.

- Phase Four: Purchase of approximately 10 mobile radios to replace discontinued XTL 5000 Mobile Radios. Purchases will be made utilizing funds from a future State Homeland Security Program (SHSP) grant to offset total project cost.

Motorola has been the industry standard for public safety communications and has been a reliable and proven contractor with the City for over 30 years. All of the Police Department's current infrastructure (consoles, repeaters, mobiles and portable radios) are Motorola products. This standardization of equipment enables significant redundancy options, reduction of maintenance costs, and better opportunity for discount pricing. In addition, maintaining a substantially similar radio system to our neighboring police agencies, as well as other ICI system members, allows for greater interoperability, resiliency, and redundancy. Furthermore, all other ComNet agencies enjoy reduced maintenance fees through a collective maintenance agreement with Motorola. Irwindale PD will also benefit from these savings. While other radio systems available can work similarly to Motorola's systems, the City would be required to pay a license fee to Motorola in order to access the Motorola ICI core, which connects the IPD to the ICI/ComNet networks. Additionally, there are several safety enhancements standard in the Motorola system that are not available with other systems.

The upgraded Motorola radio equipment the Police Department proposes to purchase is the only equipment that is compatible with the City's existing "legacy" Motorola radio system, which ensures no discontinuity in service. The legacy equipment will serve as a backup system to the ICI/ComNet networks. Due to the unique quality of the Motorola radio design and the manufacturer's proprietary hardware and software components, this purchase can be considered a sole-source purchase under Irwindale Municipal Code Section 3.44.080 since the product is only available from one source and additional bidding is not likely to result in a lower project price. It is recommended that the City Council dispense with the formal bidding requirements and authorize the sole source purchase of 2 Motorola MCC7500E Dispatch Radio Consoles under Irwindale Municipal Code Section 3.44.080(C).

Municipal Code Section 3.44.080(F) allows the City to forego the formal bidding process for purchases of equipment or supplies obtained through a cooperative competitive bidding procedure or "piggyback" contract prepared by or processed through another government agency which has been determined to be in the best interest of the City. The radio equipment has been through competitive bid through the LA County Master Agreement as part of a large joint purchase program to acquire goods and services at the lowest prices possible through volume discount. As such, staff has determined that it is in the public interest of the City to purchase radio equipment from Motorola Solutions due to the compatibility with the IPD's existing equipment and systems.

The Motorola equipment will be purchased from Motorola Solutions, Inc. located at 725 S. Figueroa Street, Suite 1855, Los Angeles, CA 90017. The purchase is based on the County of Los Angeles Master Purchase Agreement Pricing, contract # MA-IS-2240228-1 dated

July 01, 2022 with an expiration date of June 30, 2025, with pre-negotiated pricing between Los Angeles County and Motorola, Inc. This agreement is available to all State of California governmental agencies.

Fiscal Impact:

The total purchase price and installation cost of \$423,519 will be sourced from the General Fund (\$323,519) and Citizens Option for Public Safety (COPS) grant funds (\$100,000). The general fund expenditure was approved in the FY23/24 budget, and sufficient funds exist in the COPS FY 23/24 budget for this purchase.

Payments will be made in the following increments:

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

Attachment:

Attachment A: Irwindale Dispatch Console Pricing and Service Agreement 6-13-23

Attachment B: MA-IS-2240228-1 Executed

Attachment C: Irwindale ICI Specs Letter

Attachment D: Resolution No. 2023-60-3438

RESOLUTION NO. 2023-60-3438

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE WAIVING FORMAL BIDDING PROCEDURES PURSUANT TO IRWINDALE MUNICIPAL CODE SECTIONS 3.44.080(C) AND 3.44.080(F), AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE AND INSTALLATION OF TWO (2) MOTOROLA MCC7500E DISPATCH RADIO CONSOLES FOR THE IRWINDALE POLICE DEPARTMENT, AND APPROPRIATING FUNDS

WHEREAS, the Irwindale Police Department has determined the current dispatch radio consoles used as part of the Irwindale Police Department's radio communication system are at the end of their useful life, causing disruptions within the radio communication system, and there is a critical need to replace this vital piece of public safety communications equipment; and

WHEREAS, the current dispatch radio consoles have been officially discontinued by the manufacturer, such that support and parts for the consoles are no longer available; and

WHEREAS, the Irwindale Police Department is currently a member of the ICI and ComNet JPA radio network agencies, which provide seamless radio communications throughout and beyond Los Angeles County to allow interoperability with neighboring public safety agencies; and

WHEREAS, the disruptions within the radio communication system caused by outdated equipment has also interfered with the Irwindale Police Department's ability to participate in and utilize the Interagency Communications Interoperability System, "ICI" network and ComNet Radio Joint Powers Authority ("JPA") network, disrupting the Police Department's ability to interoperate with neighboring public safety agencies; and

WHEREAS, purchasing new dispatch radio consoles will significantly enhance the reliability and performance of the Police Department's radio communication system and provide for greater interoperability with neighboring public safety agencies; and

WHEREAS, the Irwindale Police Department recommends the purchase and installation of two (2) Motorola MCC7500E Dispatch Radio Consoles that are compatible with the ICI and ComNet JPA networks; and

WHEREAS, Irwindale Municipal Code ("IMC") Section 3.44.080(C) states that the city council may dispense with formal bidding procedures when "the commodity can be obtained from only one vendor. A commodity shall be considered obtainable only from one vendor when only one vendor offers it for sale, lease or rental, or when only one vendor is able to do so within the time frame and/or under the terms and conditions which reasonably meet the needs of the using agency, or when there is a sole distributor or manufacturer of a product or service such that there is no acceptable substitute within a specific geographical area"; and

WHEREAS, the upgraded Motorola radio equipment the Irwindale Police Department recommends purchasing is the only equipment that is compatible with the

City's existing "legacy" Motorola radio system, which ensures no discontinuity in service; and

WHEREAS, Motorola radio equipment has been the industry standard for public safety communications and has been a reliable and proven contractor with the City for over 30 years, and there are several safety enhancements standard in the Motorola system that are not available with other systems; and

WHEREAS, due to the unique quality of the Motorola radio equipment design and the manufacturer's proprietary hardware and software components, such that there is no acceptable substitute within a specific geographical area, this purchase can be considered a sole-source purchase as defined under IMC Section 3.44.080(C); and

WHEREAS, IMC Section 3.44.080(F) also states that the city council may dispense with formal bidding procedures when "the purchase is beneficial to the interest of the city and is from a supplier who has been awarded a specific item or items in a contract resulting from a formal competitive bid process by another governmental agency within the state of California or by the federal government within the previous three hundred sixty-five days (one year)"; and

WHEREAS, the Motorola radio equipment recommended for purchase has been through competitive bid through the Los Angeles Master Purchase Agreement Pricing, contract # MA-IS-2240228-1 dated July 01, 2022 with an expiration date of June 30, 2025, with pre-negotiated pricing between Los Angeles County and Motorola, Inc. This agreement is available to all State of California governmental agencies; and

WHEREAS, this purchase can be considered a purchase in the public interest, resulting from a formal competitive bid process by another governmental agency within the state of California, as defined under IMC Section 3.44.080(F); and

WHEREAS, the City Council now desires to dispense with formal bidding procedures pursuant to IMC sections 3.44.080(C) and 3.44.080(F), authorize the execution of an agreement with Motorola Solutions for the purchase and installation of two (2) Motorola MCC7500E Dispatch Radio Consoles for the Irwindale Police Department, and appropriate Citizens Option for Public Safety (COPS) grant funds (\$100,000) for the purchase and installation.

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

SECTION 1. The City Council hereby finds the Recitals above true and correct and incorporates them herein by this reference.

SECTION 2. The City Council of the City of Irwindale hereby waives the formal bidding process for the purchase two (2) MCC7500E Dispatch Radio Consoles from Motorola Solutions pursuant to Irwindale Municipal Code Section 3.44.080(C) and Section 3.44.080(F)

and authorizes the City Manager to execute an agreement with Motorola Solutions for the purchase and installation of the same.

SECTION 3. The City Council of the City of Irwindale hereby authorizes and appropriates a total of \$423,519.00, appropriated from the City's General Fund (\$323,519) as approved in the FY23/24 budget, and Citizens Option for Public Safety (COPS) grant funds (\$100,000), to purchase the radio consoles.

SECTION 4. City staff are hereby authorized to take all reasonable steps necessary to carry out the intent of this Resolution.

SECTION 5. The Chief Deputy City Clerk shall attest to the adoption of this resolution which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 23rd day of August, 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-60-3438 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of August, 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk



MOTOROLA SOLUTIONS

Irwindale Police Department

Dispatch Upgrade to MCC 7500E

June 13, 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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PS-000145128

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

June 13, 2023

Capt. John Fraijo Jr.
Irwindale Police Department
5050 North Irwindale Ave
Irwindale, CA 91706

Subject: Dispatch Upgrade to MCC 7500E

Dear Mr. Fraijo,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Irwindale Police Department 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 of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for upgrading your current MCC5500 Consoles and provides:

- (2) MCC 7500E Dispatch Consoles
- (2) ACX7024 MPLS Routers

This proposal consists of this cover letter and the Communications System Agreement (CSSA), together with its Exhibits, and the accompanying Addenda. This proposal shall remain valid until August 31, 2023. Irwindale Police Department may accept the proposal by delivering to Motorola the signed CSSA. Alternatively, Motorola would be pleased to address any concerns Irwindale PD may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Denis Redzepagic at 619-577-3619, denis.redzepagic@motorolasolutions.com.

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

Sincerely,
Motorola Solutions, Inc.



Michael Bravo
Territory Sales Manager

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Section 1

Solution Description

1.1 System Overview

Motorola Solutions, Inc. (Motorola) is pleased to provide the City of Irwindale Police Department (Irwindale PD) with a proposal to upgrade their existing dispatch console system. The proposed design provides the Irwindale PD with the confidence of state-of-the-art secure communications, seamless IP based connectivity, flexible system architecture with scalable components, and centralized console management.

This proposal will be upgrading the two (2) existing MCC 5500 dispatch positions at the Irwindale PD Dispatch room with two (2) MCC 7500E.

The proposed dispatch location will be networked to the ICI system core via (2) customer provided ethernet backhaul connections. Two (2) MPLS routers have been included in this quote in order to support the layer 3 routing necessary to integrate into the ICI system.

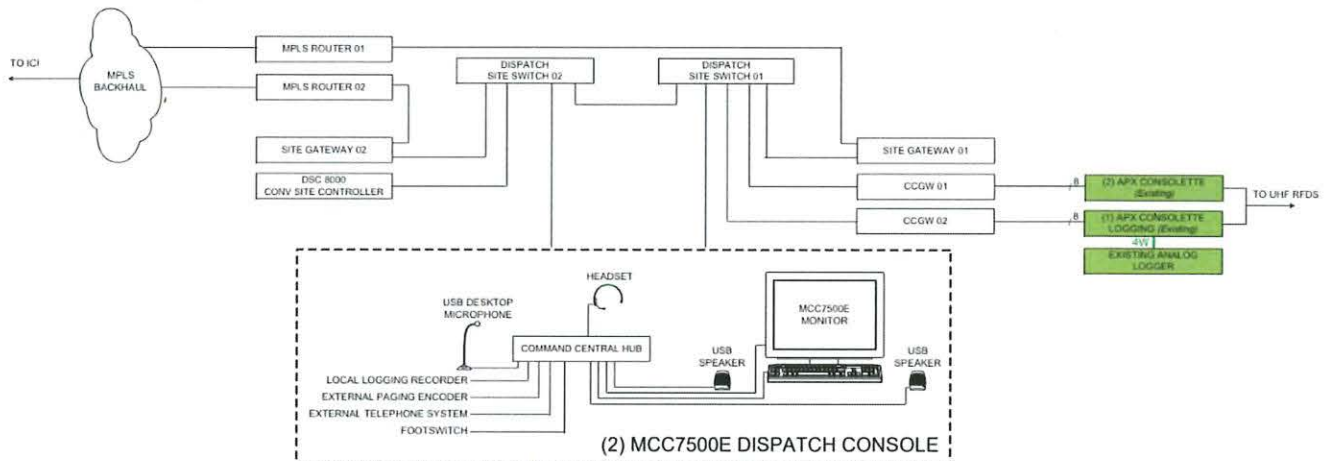
To best meet the functional and operational specifications, our solution includes a combination of hardware, software, licenses, and services described below.

- Two (2) MCC7500E dispatch positions, each consisting of:
 - Command Central HUB
 - 19" Non-Touchscreen Monitor
 - (2) Speakers
 - (2) Headset Jacks
 - Headset with PTT
 - Over the Head, Monaural, Noise cancelling
 - Microphone
 - Dual Pedal Footswitch
 - Keyboard and Mouse
 - Enhanced Instant Recall Recorder
 - OTEK Operation
 - AES/ADP/DES-OFB Encryption
- Two (2) Conventional Channel Gateways (CCGW) - One for connection to existing APX Consolettes via the ACIM interface for conventional fallback, and the other for connection to the existing analog logging recorder via 4W interface
- One (1) Conventional Site Controller (CSC) for conventional fallback
- Two (2) Site LAN Switches
- Two (2) Site Gateways
- Two (2) Juniper ACX7024 MPLS Routers

- Device Licenses for operation on the ICI system
- No Equipment spares have been included in this quote.

A high-level block diagram is provided below.

Figure 1-1:



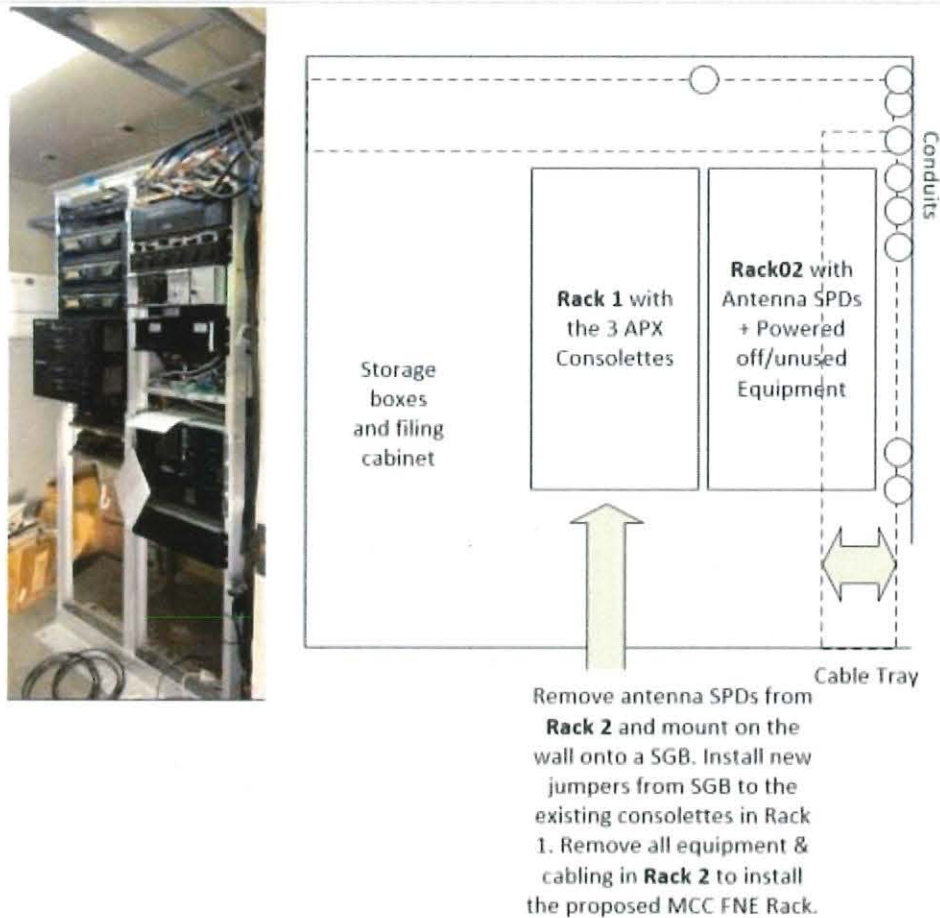
1.2 Site Preparation

In order to make space in the Irwindale PD Equipment room to accommodate the proposed backroom equipment rack, services have been included to Remove Rack02 indicated in Figure 1-2. The scope of the services includes:

1. Remove Antenna SPDs from "Rack02" shown in Figure 1-2 below. Mount the SPDs on the wall onto a Secondary Ground Bus.
2. Install New Jumpers from Secondary Ground Bus to the existing Consolelets in the "Rack 1" shown in Figure 1-2 below.
3. Remove all equipment and cabling in Rack02 and Remove Rack02 to make space available for the proposed staged MCC FNE rack.

While this consolidation of the Antenna lines from Rack02 to Rack01 is ongoing, there will be a disruption in connectivity from Irwindale PD to the ICI Core. This activity can be performed after hours to minimize the impact of the disruption.

Figure 1-2:



The following site preparation tasks are the responsibility of Irwindale PD:

1. Remove debris (including but not limited to boxes of paper, file cabinets, cables, decommissioned equipment) from equipment room.
2. Provide two (2) dedicated 20-Amp AC circuits backed up by the building generator to power the proposed equipment rack in the equipment room.

1.3 Dispatch Console Configuration

The proposed solution offers the Irwindale Police Department Two (2) MCC7500E dispatch positions which will interface to and will be managed by the ICI system core. The figure below shows an MCC7500E operator position.



Figure 1-2 The MCC7500E Dispatch Position with CommandCentral HUB

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together mutual aid radios and required subscribers on the ASTRO 25 system (see the figure titled “Mutual Aid Components”)

Incident conversations are seamless from the moment of the patch initiation, the dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary

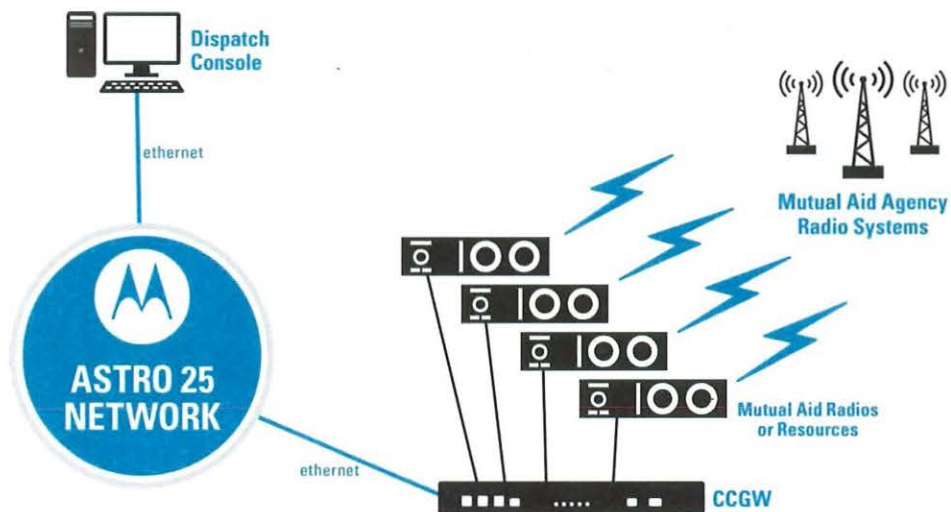


Figure 1-3 Mutual Aid Components – Mutual Aid agency radio systems connect to the ASTRO25 network through a CCGW

1.3.1 Conventional Base Station Interfaces

The proposed dispatch consoles will have the ability to access and control Irwindale PD's two (2) existing UHF APX Consolettes through the use of an Enhanced Conventional Channel Gateway (ECCGW). The MCC7500E console will process audio received from the consolettes and be able to control various features on the stations, such as frequency selection and private line selection.

Additionally, Motorola has included another Enhanced Conventional Channel Gateway (ECCGW) to Interface with one (1) of the existing UHF APX Consolettes to allow the recording of One (1) talkgroup to an existing analog logger.

The existing analog logger will source audio off the back-output port of the consolette intended for logging. The existing consolette will remain co-located and utilize the same RF combiner and cabling as the other two consolettes intended for backup.

Motorola has not included a new consolette or a logging solution as part of this proposal. If desired, Motorola will work with the city of Irwindale to identify and properly size a solution that meets their needs.

1.4 MAKING CONSOLES EASY TO OPERATE

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field.

1.4.1 Customizable Dispatch Interface

The proposed MCC 7500E console provides dispatchers with a graphical user interface (GUI) that can be customized by the agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of the conventional RF channels on a per-channel basis. Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user.

Elite Dispatch Graphical User Interface

The proposed Elite Dispatch GUI is an enhanced version of Motorola Solutions' Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for dispatchers. For new users, the graphical icons and customization options make the proposed console GUI easy to learn and operate.

1.4.2 Standard Radio Transmission and Reception

The proposed dispatch position has a microphone and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi- Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource. When multiple resources are required the dispatcher can select additional conventional channels, as needed using the Multi-Select feature.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

1.4.3 Radio Patch Control

The dispatcher can patch communication between conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).

1.4.4 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

1.5 PROTECTING CONSOLES AND COMMUNICATIONS

The proposed MCC 7500E configuration enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that the Irwindale PD communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.5.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.5.2 Secure Communications at the Console

The proposed console has the ability to encrypt and decrypt radio voice messages. Radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. If configured to do so and the consoles are loaded with the appropriate keys, the dispatcher can choose whether to encrypt their transmissions on a particular resource.

1.6 DISPATCH CONSOLE SOLUTION COMPONENTS

The proposed components are connected together and to the ICI System Core on an IP network through console site routers and switches. The dispatch console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics. Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.6.1 MCC7500E CONSOLE OPERATOR POSITION

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

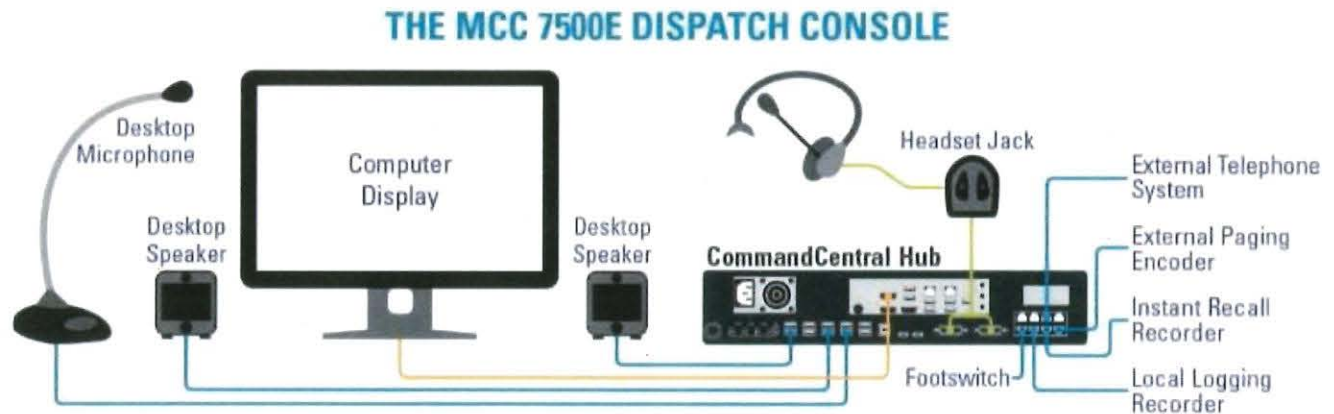


Figure 1-4 MCC7500E Dispatch Position

CommandCentral Hub

The CommandCentral Hub allows you to easily connect all your audio and computer peripherals, better manage the flow of critical voice streams and information and be the pipeline of intelligence to those who need it most with the MCC 7500E Voice Dispatch Console. With the CommandCentral Hub, deployment is simple and easy across dispatch centers where space is at a premium.

Computer Display

The dispatch position will require use of a Computer Display. This proposal includes 19" inch Non touch screen.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific channel. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

Switches 2930F-24 port

The dispatch site equipment includes Redundant 24 port LAN switches. The switches are connected via Ethernet trunks. They aggregate all the Ethernet interfaces for all servers, clients, and routers at the core.

Routers SRX345

The site routers (SRX345) include a generic operating system as well as an internal -48 Volt DC power supply. The routers connect to the Master site via Ethernet.

Backhaul Connections

The redundant Backhaul connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted. The dual site switches and dual site routers will be connected to the customer provided dual Ethernet links back to the ICI System Core. It is the responsibility of the Irwindale PD to provide redundant backhaul links between the PD and the ICI Master and DSR.

DSC 8000 CONVENTIONAL SITE CONTROLLER

The DSC 8000 Site Conventional Controller provides mission-critical call processing and mobility management throughout the ASTRO 25 conventional system. The DSC 8000 interfaces through the Ethernet LAN switch, providing access to the packet switched network through the Core Gateway. The DSC 8000 can support the full set of dispatch consoles, archiving interface servers, and conventional gateways.

1.6.2 SPARES

No Equipment spares have been included in this quote.

1.7 BACKHAUL DESIGN

Motorola Solutions is proposing MPLS WAN Backhaul Network using the Juniper ACX7024 Routers. These routers would be deployed at the Irwindale Police Department to transport ASTRO network to and from ICI's Primary and DSR Master Sites.

ACX7024, from the ACX7000 line, is an industrial-rated (I-temp), compact, fixed, 1 U (24cm) deep, high-performance multiservice router. Next-generation silicon delivers 360 Gbps of throughput, a comprehensive feature set, and the scale needed to support the performance and bandwidth requirements of today and tomorrow. ACX7024 fixed ports include 24 multi-rate (SFP28) ports, each

configurable as 1GbE, 10GbE, and 25GbE, enabling operators to perform today's most common upgrades on a port-by-port basis. An additional 4 fixed (QSFP-28) 100GbE uplinks are available to support scale.

The ACX7024 incorporates 6 integrated fans (5+1 redundancy) for front-to-back and side-to-side (with baffle) airflow. It comes with 2x field replaceable AC (as included in this proposal to Irwindale PD) or DC power supplies (1+1 redundancy). Cost-effective and efficient thermal design enables unrestricted high-power 100GbE ZR transceiver use across all supporting ports. It supports next-generation protocols, including segment routing, SRv6, MPLS, and Ethernet VPN (EVPN)—Virtual Extensible LAN (VXLAN), and any overlay, underlay, or service. It delivers service-assured network slicing, network intelligence, and Juniper Paragon Automation for network efficiency and operational simplicity.

Figure 1-3: Juniper ACX7024 Chassis



1.7.1 Juniper Core+ Support Contract

This quote includes 5 years of Juniper Core+ support for the two (2) proposed Juniper ACX7024 MPLS routers.

Service Description

Juniper Care combines traditional 24x7 remote technical support, hardware replacement services, and online support. More than a simple break-fix service, Juniper Care helps you meet network demands with technical and operational support designed to keep your network running reliably, while at the same time protecting your high-performance networking investment.

JTAC Access

With Juniper Networks Technical Assistance Center (JTAC) support, you have unlimited 24x7 access to JTAC engineers by phone and online. As a single point of contact for all of your support needs, Juniper Care Services Datasheet 2 JTAC engineers have extensive experience supporting large-scale networks. JTAC engineers can help you diagnose system problems, configure, troubleshoot, and provide work-around solutions. To ensure that JTAC responds as quickly as possible, automatic escalation alerts to senior management are triggered on all priority issues.

Software Releases

Juniper Networks provides you with access to all new software releases as soon as they are made available for general release.

Juniper Support Portal Online Support

The Juniper Support Portal (JSP) provides you with self-service access to Juniper's award winning online portal for the information, answers, tools, and service options required to ensure the support of your network investment. Features within the JSP include, but are not limited to, software downloads, technical alerts and bulletins, RMA requests, and the Juniper Networks Knowledge Base. The Juniper Support Portal (JSP) is a self-service customer support portal designed to be the primary tool for Juniper's Customer Service organization. The portal, powered by big-data infrastructure, ensures that the data is accurate and available. It provides up-to-date support information via a user interface

Return-to-Factory

Juniper Networks will replace or repair the FRU identified in the Juniper-issued RMA and ship the replacement or repaired FRU, as applicable, to the Ship-to Address within 10 business days after Juniper's receipt of the defective FRU at the specified RMA return location. The repaired or replacement FRU may be shipped from a Juniper regional distribution center.

1.7.2 Ethernet Site Link Service Level Agreement and Test

Before installing the new MCC 7500E dispatch positions, Motorola will test the Irwindale PD provided Ethernet Site Links utilizing the ITU-T Y.1564 testing method to ensure proper operation based on ASTRO design specifications.

If the Y.1564 test does not pass over the Irwindale PD provided Ethernet Site Links, Motorola will provide the Service Level Agreement specifications and resulting test report to the Irwindale PD.

Since Motorola does not manage Irwindale PD's leased Ethernet/Fiber/Microwave, Irwindale will lead the resolution of failed ethernet site links for Motorola to re-test. Up to one ITU-T Y.1564 re-test is included in this proposal.

While the actual Ethernet Site Link Service Level Agreement specifications depend on Irwindale PD fleetmap and number of trunking and conventional resources, the backhaul is expected to support the following parameters between ICI and Irwindale PD Dispatch Site.

- Support end-to-end Layer 3 Quality of Service, using a minimum of 2 QoS levels.
- At least 3Mbps Committed Information Rate (CIR) or bandwidth
- Less than 40ms of end-to-end latency
- Less than 20ms of end-to-end jitter
- Less than 0.01% of packet loss

Motorola can be contracted by Irwindale PD to help troubleshoot, root cause, and rectify the Irwindale PD provided Ethernet Site Links to meet ASTRO link specifications in a separate proposal or Change Order.

1.8 DESIGN EXCLUSIONS

- A Logging recorder has not been included. Irwindale PD's existing analog logging recorder will be connected to the logging ports on the CCGW to record audio. Irwindale PD is responsible for providing a demarcation inside the Irwindale PD Equipment room to facilitate this connection.

- Consolettes have not been included in this proposal. Irwindale PD's three (3) Existing APX consolettes will be used (2 for backup and 1 for logging)
- No Backhaul links have been included in this quote. Backhaul connectivity between Irwindale PD and the ICI master site as per the provided specifications are the responsibility of Irwindale PD.
- No UPS backup has been included in this proposal. It is the responsibility of Irwindale PD to provide a backup generator for the facility and provide UPS backup for the racked equipment as well as the individual dispatch positions.
- No Furniture for the dispatch operators.
- No Subscriber radios.
- No RF Distribution or Antenna systems.

Section 2

Statement of Work

The document delineates the general responsibilities between Motorola and Irwindale PD as agreed to by contract.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Furnish a performance bond in the full amount of the contract price as security for the faithful performance of Motorola Solutions' contractual obligations.	X	
Purchase the required performance bond.		X
Assign a Project Manager as a single point of contact.	X	X
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, 7:30 a.m. to 5:00 p.m.). Consolidation of existing Console Antenna connectors may be performed after hours in order to minimize the impact of the disruption.	X	

Tasks	Motorola Solutions	Customer
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	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	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	
Finalize site acquisition and development plan.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
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 providing all information necessary for complete installation.		X

Tasks	Motorola Solutions	Customer
Assume responsibility for issues outside of Motorola Solutions' control.		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: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
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. Ensure that sufficient space is available at the site.		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.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X

Tasks	Motorola Solutions	Customer
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		X
Ensure that required rack space is available for installation of the new equipment.		
Deliverable: Information and permitting requirements completed 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, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
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
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.	X	
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	

Tasks	Motorola Solutions	Customer
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.		
System Staging		
Ship all equipment needed for staging to Motorola Solutions' Customer Center for Solutions Integration (CCSi).	X	
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment on a site-by-site basis, as it will be configured in the field at each of the sites.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Review and approve proposed Factory Acceptance Test Plan.		X
Pay for travel, lodging, meals, and all incidental expenses for Customer personnel and representatives to witness the Factory Acceptance Testing.		X
Deliverable: System staged and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		

Tasks	Motorola Solutions	Customer
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor 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.	X	
Relocate the Antenna Connectors from Rack02 to a Ground bus bar and connect to the Consolettes located in Rack 01 via jumper cables as indicated in Section 1, Figure 1-2	X	
Ensure the remaining equipment in Rack02 is powered off / decommissioned and ready for removal.		X
Remove decommissioned equipment, cables and Rack02 to provide the space for the proposed equipment rack.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	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	
Provide Generator and UPS Backup for the racked equipment and individual Dispatch positions		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, transport, and dispose of old equipment.	X	
Deliverable: Equipment installed.		
Console Installation and Configuration		
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X

Tasks	Motorola Solutions	Customer
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	X	
Install a Command Central Hub and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
Control Station Installation and Configuration		
Connect 2 of the existing APX Consolettes to the dispatch consoles via the provided CCGW to provide Conventional Fallback	X	
Ensure adequate space, grounding, and power for the control stations.		X
Ensure the current Antennas and Antenna lines are in working order to provide the desired coverage to the ICI system. Antennas, RFDS, or Antenna lines are outside of the scope of this quote.		X
Perform control station programming.		X
Deliverable: Existing control station equipment interfaced with the new Dispatch positions.		
Logging Equipment Installation and Configuration		
Supply logging equipment.		X
Connect 1 of the existing APX Consolettes via the provided CCGW to the demarc for the customer's existing Analog Logging Recorder within the equipment room.	X	
Any updates to the existing Analog Logging recorder, if required.		X
Deliverable: Existing Logging recorder connected to the existing APC Consolette via CCGW.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	

Tasks	Motorola Solutions	Customer
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
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 Customer acceptance testing or beneficial use, 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
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Document all issues that arise during the acceptance tests.	X	
Document the results of the acceptance tests and present to the Customer for review.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		

Tasks	Motorola Solutions	Customer
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	
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 the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	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	

Tasks	Motorola Solutions	Customer
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following: √ Site Block Diagrams. √ Site Floor Plans. √ Site Equipment Rack Configurations. √ Antenna Network Drawings for RF Sites (where applicable). √ ATP Test Checklists. √ Functional Acceptance Test Plan Test Sheets and Results. √ Equipment Inventory List. √ Console Programming Template (where applicable). √ Maintenance Manuals (where applicable). √ Technical Service Manuals (where applicable). 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.		

2.1 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below, Motorola will review the listed assumptions with Irwindale PD during the detailed design review, and in the event that addition of scope is required outside of the proposed equipment or services, Motorola may present a change order to Irwindale PD.

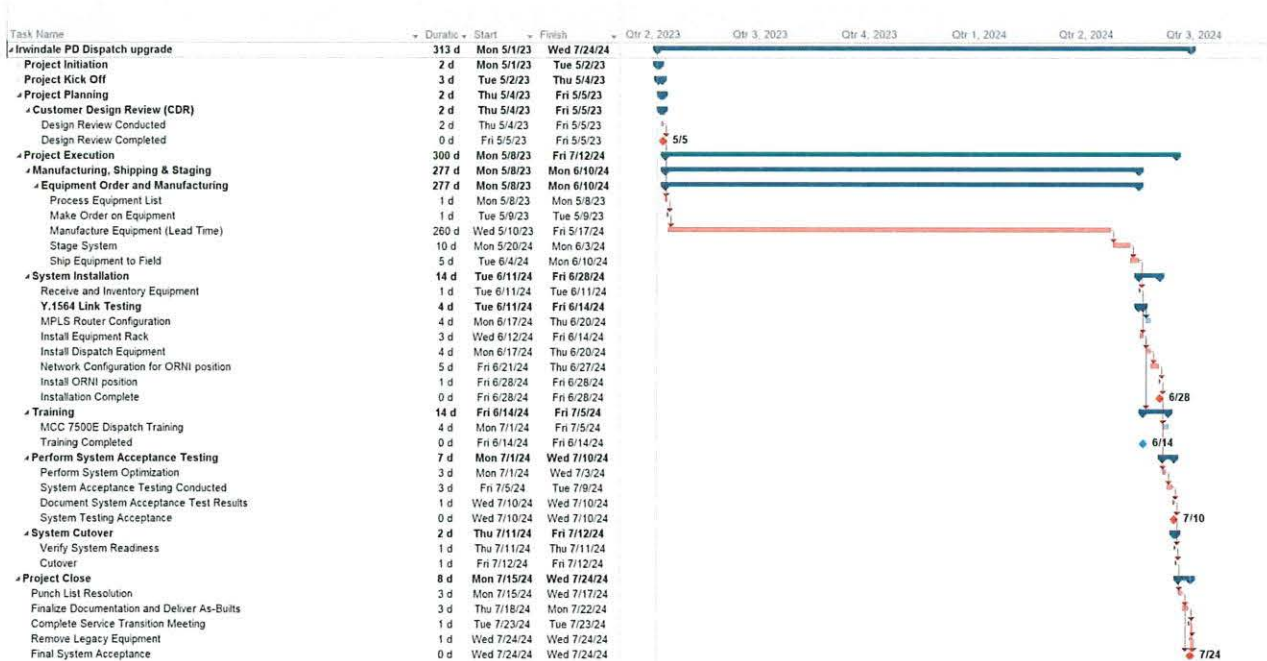
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Customer is responsible to provide dual Ethernet backhaul connections between the Irwindale PD Console equipment and the ICI system core. Motorola will only provide, install and test MPLS equipment at each access point.
- It is the responsibility of Irwindale PD to provide a UPS to backup the racked equipment as well as UPSs for each individual MCC 7500E position.
- A Generator to provide backup to the equipment room and the dispatch room are the responsibility of Irwindale PD.
- Any site/location upgrades or modifications are the responsibility of the Irwindale PD.
- Irwindale PD is responsible for removing the debris (including but not limited to boxes of paper, file cabinets, cables, decommissioned equipment) from equipment room.
- 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.
- No coverage guarantee is included in this proposal. Customer has assured Motorola Solutions, Inc. that ICI provides all necessary areas with sufficient coverage.
- 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 Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No logging solution is provided as a part of this proposal. A CCGW has been provided to interface one of the customer's existing APX Console with the customer's existing Analog Logging Recorder. No IP Logger upgrade is included in this proposal; therefore, there is no AIS included.
- MCC 7500E dispatch positions will be loaded and operated with Motorola certified ELITE software. Any other custom software or special build configuration is not supported.
- Auxiliary input/output device, typically used to monitor and control door and gate access, is not included in this proposal.
- There are no subscribers or subscriber work (upgrades, templates, or programming) included in the scope of this proposal. All subscriber services and AES Encryption Keyloading is the responsibility of Irwindale PD and/or ICI.

Section 3

Preliminary Project Schedule

The estimated time for completion of the project is 16 months from Project Kickoff through Final Project Acceptance. This preliminary schedule considers fluid and dynamic extended third party equipment lead times or product shortages outside of Motorola's control. A detailed project schedule will be prepared by the assigned Motorola Solutions Project Manager during Detailed Design Review.

Below is a snapshot of the preliminary project schedule prepared for this proposal.



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 features and functions of the installed equipment in order to verify that the solution operates according to its design. A detailed FATP will be developed and finalized during project implementation. A sample of the tests covered in the Acceptance Test Plan are provided below

4.1 ACIM LINKS ON MCC 7100/7500 CONSOLE SITE

4.1.1 Inbound and Outbound Calls Using ACIM

This test will demonstrate the capability to make and receive calls on a radio using an ACIM Conventional Channel.

4.1.2 Emergency Alarm and Call Using ACIM

This test will demonstrate that a radio user using an ACIM conventional channel is able to transmit Emergency Alarms and Calls and that the console displays the ID of the radio. This test will also demonstrate that the radio can connect with the acknowledging console and that audio is transmitted.

4.2 MCC 7100/7500 Trunked Resources

4.2.1 Talkgroup Selection and Call - Secure

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

Digital encryption is used so only properly equipped and configured subscribers can monitor the conversation. A "Key" is used to encrypt the transmit audio. Only radios and Consoles with the same "Key" can decrypt the audio and listen to it.

4.2.2 Multi-Select Operation

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the

user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources.

4.2.3 Talkgroup Patch

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other.

Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

4.2.4 PTT Unit ID/Alias Display

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

4.2.5 Console Priority

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

4.3 System Reliability Features

4.3.1 Redundant Console Site Link Failure

Communication between the Master Site and a Remote Console Site can take place over dedicated redundant links. The two links between the Master Site and the Remote Console Site operate in a redundant mode. The system will switch to the backup link if the main LAN or WAN link fails.

Note: The Primary Site Router, if functional, will always be the active router. The Secondary Site Router will only take over when the Primary Site Router is malfunctioning.

Section 5

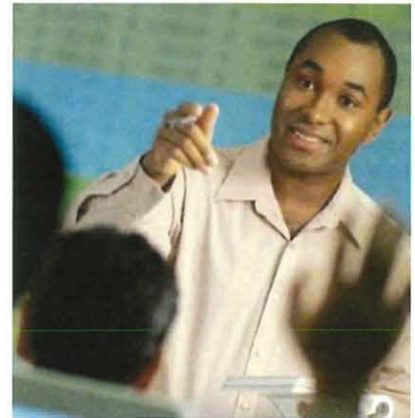
Training Plan

5.1 Training Overview

Partnering with Motorola Solutions will enable Irwindale Police Department to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Irwindale Police Department is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Irwindale Police Department's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with Irwindale Police Department to tailor a final training plan to enable Irwindale Police Department's organization to operate, configure, and manage the proposed solution effectively and efficiently.



5.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

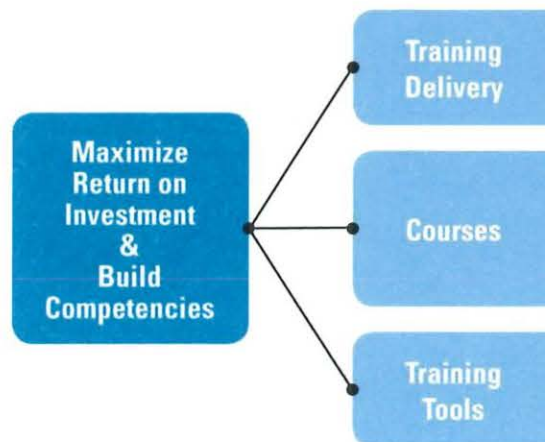


Figure 5-1: Build the competencies of Irwindale Police Department personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

5.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



Figure 5-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

5.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

Console Training Courses

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

Mobile and Portable Radio Training Courses

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

5.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 5-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 5-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using training kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog: <https://learning.motorolasolutions.com/catalog/56280enus>

5.3 Proposed Training Overview for Irwindale Police Department

In order to achieve the training goals identified by Irwindale Police Department, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

5.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500e Console Operator/Admin Training Utilizing the End User Training Kit 1 training console Ratio: 2 per console (Instructor-led)	Dispatch Supervisors	1 (8-hour Session)	1 day	Los Angeles, CA	Prior to cutover	2
MCC7500e Console Operator Training 1 training console Ratio: 2 per console (Instructor-led)	Dispatch Operators	5 (4-hour Sessions)	2.5 days	Los Angeles, CA	Prior to cutover	10 (2 per Session)

5.3.2 Course Descriptions for Irwindale Police Department

Course descriptions for Irwindale Police Department are included on the following pages.

5.3.2.1 MCC7500 Console Supervisor

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: • Understand the menu items and tool bar icons. • Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. • Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin

Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	✎ Introduction ✎ Configurations ✎ Folders and Resource Setup ✎ Customizing Folders ✎ Auto Starting the MCC7500 Dispatch Console ✎ Editing Preferences ✎ Configuring the Toolbar ✎ Setting Up Aux IOs ✎ Resource Groups

5.3.2.2 MCC7500 Console Operator

Course Synopsis and Objectives:	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to: ✎ Perform basic operational tasks of the dispatch console. ✎ Utilize the provided job aids to perform specific tasks associated with the console. ✎ Understand a high level view of the system configuration. ✎ Understand a high-level overview of the customer system configuration. ✎ Understand general console operation. ✎ Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	✎ Overview ✎ Communicating with Radios ✎ Advanced Signaling Features ✎ Resource Groups ✎ Working with Configurations ✎ Working with Aux IOs ✎ Troubleshooting

Section 6

Equipment List

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
6	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
6	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AC	ADD: CORE EXPANSION
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	B1949	MCC 7500E SOFTWARE DVD
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
2	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	UA00653AA	ADD: BASIC CONSOLE OPERATION
2	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
2	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
2	UA00658AA	ADD: SECURE OPERATION
2	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2	UA00660AA	ADD: OTEK OPERATION
2	UA00661AA	ADD: ENHANCED IRR
2	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
2	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
2	CA03547AA	ADD: BRACKET, MOUNTING 2RU
2	CA03572AA	ADD: CABLE RETENTION BRACKET
2	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
2	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
2	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
2	B1951	MICROPHONE, DESKTOP, USB
2	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M

QTY	NOMENCLATURE	DESCRIPTION
4	B1952	SPEAKER, DESKTOP, USB
4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
4	B1913	MCC SERIES HEADSET JACK
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
2	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
2	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
2	T8742	MCAfee FOR WINDOWS CLIENT, A2019.2
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
2	T8806A	WINDOWS SUPP TRANS CONFIG, A2020.1/A2021.1
2	DSJACX7024AC5Y	ACX7024 AC 5 YEAR CORE + BUNDLE
1	DSJJNP100GDAC1M	QSFP28 100G DAC 1M
6	DSJSFP1GET	SFP 1GE BASE-T TRANSCEIVER, ROUTING
2	DSIGSFP1GELX	SFP OPTIC MODULE - 1G LX
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
2	T8492	SITE ROUTER & FIREWALL- AC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03448AA	ADD: STATEFUL FIREWALL
1	T8810	STANDALONE DSC 8000 CONTROLLER
1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER
1	CA03832AA	ADD: NM/DISPATCH CONVENTIONAL SITE
1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
1	T8811	DSC AC POWER SUPPLY CHASSIS
1	CA03534AA	ADD: DSC AC POWER CABLE - US, 6 FT.
1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03717AA	ADD: ACIM INTERFACE
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
8	CA03748AA	ADD: MDC1200 OVER IP INTERFACE

QTY	NOMENCLATURE	DESCRIPTION
8	CA03719AA	ADD: DIGITAL IP INTERFACE
1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
1	CA03714AA	ADD: AC POWER
4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
4	CA03748AA	ADD: MDC1200 OVER IP INTERFACE
1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
1	B1952	SPEAKER, DESKTOP, USB
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	DLN8037	FRU: MCG 8000 AC POWER MODULE
1	DLN8039	FRU: MCG 8000 HD ENH CONV GATEWAY MODULE
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	CLN1868	2930F 24-PORT SWITCH

Section 7

Pricing Summary

Motorola is pleased to provide the following equipment and services to the Irwindale Police Department. This pricing is valid until August 31, 2023.

7.1 Equipment and Services Proposed

7.1.1 Solution Pricing

Description	Price (USD)
MAIN OFFERING:	
Equipment	
- Two (2) MCC 7500E Console and accessories - Two (2) Conventional Channel Gateways (CCGW) - One (1) Conventional Site Controller (CSC) - Two (2) Site Switches - Two (2) Site Gateways - Two (2) MPLS Routers with 5 years of Core+ support - No Equipment spares	\$244,214
Equipment Discount (LA County Contract)	-\$32,336
Equipment Total	\$211,878
Project Services	
- Project Management - Engineering Support - Detailed Design Review - Ordering - Installation Services - Programming and Configuration - Functional Acceptance Testing - Motorola's Standard 1 Year Warranty	\$201,805
MAIN OFFERING TOTAL	\$413,683
Additional Discount	-\$10,777
Equipment Total (with discount applied)	\$201,101
Services Total	\$201,805
Pre-Tax Project Total	\$402,906
Estimated Tax on Equipment (10.25%)	\$20,613
MAIN OFFERING GRAND TOTAL (After discount)	\$423,519

7.1.2 Maintenance Services

Dispatch Site Equipment

There is no Maintenance Service included in this quote for the proposed dispatch site equipment. At this time, the proposed dispatch equipment will be subject to Motorola's standard 1-year warranty.

The Advanced Services maintenance and SUA pricing shown in the table below is provided for informational purposes only. Motorola will issue Change Order #3 to include the maintenance of the proposed dispatch equipment in the ICI 6-Year Maintenance Agreement.

Contract Year	1	2	3	4
Year:	2024-25	2025-26	2026-27	2027-28
Contract Start Date:	7/1/2024	7/1/2025	7/1/2026	7/1/2027
Advanced Services	\$7,937	\$15,316	\$15,928	\$16,565
SUA II	\$9,727	\$9,974	\$10,230	\$10,497
Total per Year	\$17,664	\$25,290	\$26,158	\$27,062
Services Total:				\$96,175

MPLS Equipment

The two (2) MPLS routers included in this proposal are quoted with 5 years of "Core+" support contract. Juniper's Core+ support includes OS entitlements, remote technical support and hardware replacement (not advanced replacement).

7.2 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 (excluding Subscribers, if applicable):

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 from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

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.

Section 8

Contractual Documentation

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. 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

C-1 "System Description" dated _____ C-2

"Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____ C-

5 "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 an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

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.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"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. The nature and existence of this Agreement are considered Confidential Information. 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.

“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.

“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.

“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, strikes, other labor disturbances, 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.

“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.

“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” 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.

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

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to

perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (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 additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **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.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for

purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. 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

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. 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 promptly returned at Motorola's request.

4.5. 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.

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

4.7. CUSTOMER OBLIGATIONS. 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.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work 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.

4.9. **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.

4.10. **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.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. 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. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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 wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple

interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

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 shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer	Account	Number: _____
Customer Accounts	Payable	Email: _____
Customer CC(optional) Email: _____		

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

Name: _____
Address: _____

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

Name: _____
Address: _____
Phone: _____

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

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software

License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or 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 in writing 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; (iii) Equipment that has had the serial number 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.

10.5. **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 ninety (90) days 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.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE 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 OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, 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 and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement 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.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the

event of 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 Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer 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 United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer 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 Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer 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 Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) 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 (f) the failure by Customer 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 Customer extend in any way to royalties payable on a per use basis or the Customer's

revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer 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. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

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 the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under 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. **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, LOSS TIME, DATA, GOODWILL, 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 provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. 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 Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract 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 these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely

responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each 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 the other Party 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 under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement 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.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement 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 Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in 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. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement 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.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 **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.

17.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or 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, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement 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.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

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

13.6. **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. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
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 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: _____

Section 9

Our Commitment

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

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

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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.		

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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		

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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:		

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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.		

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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		

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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 REQUIRMENTS 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		

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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 CONDTIONS, 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		

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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		

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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 AGENCYS 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		

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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.		

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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.		

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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.		

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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.		

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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.		



MOTOROLA SOLUTIONS

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

July 10, 2023

John Fraijo
Captain
Irwindale Police Department
5050 N. Irwindale Avenue
Irwindale, Ca 91706

Subject: Motorola Solutions – ASTRO25 APX RADIO EQUIPMENT

Dear Mr. Fraijo:

Motorola Solutions, Inc. ("Motorola") is the market leader in radio communications systems and products for the U.S. Government and Public Safety Market and is pleased to have the City of Irwindale, CA as a valued customer. The ASTRO25 radio subscribers we design and manufacture contain proprietary hardware and software components which are not commercially available except through Motorola and its channel partners.

The Motorola Radio Equipment and Options that will be purchased by City of Irwindale can be used on their existing Motorola ASTRO P25 Trunked System that ICI Member agencies currently operate. These radios will operate on P25 Trunked equipment that has proprietary features operating on Motorola solutions core equipment located at the Glendale Master Site.

Furthermore, authorized warranty, maintenance and support services for Motorola systems and hardware and software products are provided by Motorola and its network of authorized and trained service providers. Motorola maintains a parts and accessories inventory sufficient to support its warranty, maintenance and support services obligations. These parts and accessories are manufactured either by Motorola or for Motorola subject to Motorola's specifications and other requirements.

If you have any questions regarding our radio equipment, please contact your Account Executive, Denis Redzepagic at (619) 577-3619.

Sincerely,

Motorola Solutions, Inc.
Mike Bravo
Area Sales Manager

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Amendment No. 3 to the Regional Food Recovery Program Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.

City Manager's Recommendation:

Adopt Resolution No. 2023-61-3439, entitled, "A Resolution of the City Council of the City of Irwindale Approving Amendment No. 3 to the Memorandum of Agreement Between the San Gabriel Valley Council of Governments and the City of Irwindale for Participation in the San Gabriel Valley Regional Food Recovery Program, and Authorizing the City Manager to Execute Amendment No. 3 to the Memorandum of Agreement for the Regional Food Recovery Program as Required by Senate Bill 1383 (Lara) and CalRecycle Regulations."

Administrative Action:

Submitted & Prepared by:

Elizabeth Rodriguez, Public Services Director



Reviewed by:

Adrian R. Guerra, City Attorney

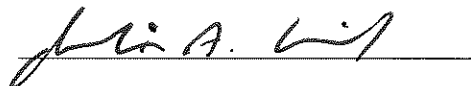
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On September 22, 2021, the City Council adopted Resolution No. 2021-78-3290, which approved and authorized the City Manager to enter into a Memorandum of Agreement

with the San Gabriel Valley Council of Governments for participation in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program and appropriated \$20,000 from the AB 939 Reserves. Participation in the San Gabriel Valley Regional Food Recovery Program ("Program") is crucial for the City of Irwindale in order to meet compliance regulations set forth under Senate Bill No. 1383 ("SB 1383"), the Short-lived Climate Pollutant Reduction Act of 2016, which focuses on monitoring and regulating the sources of emissions contributing to greenhouse gases. Jurisdictions are not only required to create and implement an Edible Food Recovery Program, they are also required to inspect and enforce Program requirements on businesses to ensure that they are in compliance with and abiding by the Mandatory Organic Waste Recycling and Edible Food Recovery Programs. Furthermore, local jurisdictions may be required by CalRecycle to impose penalties for noncompliance on regulated entities starting January 1, 2024.

On November 10, 2021, the City Council adopted Resolution No. 2021-97-3309, which approved an additional \$18,000 appropriations from AB 939 reserves and authorized the City Manager to enter into Amendment No. 1 of the Regional Food Recovery Program Memorandum of Agreement. Amendment No. 1 included Tasks 5-6, which established and implemented an inspection and enforcement program for Tiers 1 and 2 commercial edible food generators under the SB 1383 regulations.

The requirements under SB 1383 Edible Food Recovery Program are cumbersome and costly for jurisdictions. As such, CalRecycle introduced a non-competitive grant program for local jurisdictions to assist with the implementation of these regulations; however, there are stipulations that come with this grant. The grant can only be used for capacity planning, collection, Edible Food Recovery, education and outreach related to organic waste and edible food recovery, enforcement and inspection, program evaluation/gap analysis, procurement requirements and record keeping. Additionally, jurisdictions can only use this funding for programs and outreach that have not yet started or as an extension of an existing program. In February 2022, staff applied for this grant and received \$20,142. The use of the funds were required to be outlined in the grant submittal. Staff requested to use this funding as an extension of the existing Regional Food Recovery Program with the San Gabriel Valley Council of Government to provide assistance to the food recovery organizations that are required to comply with SB 1383.

On July 27, 2022 Amendment No. 2 to the Memorandum of Agreement for participation in the San Gabriel Valley Regional Food Recovery Program was approved. This allocated funding received through CalRecycle's SB 1383 Local Assistance Grant Program to tasks 7-9 which included project management, creation of sub regional food recovery hubs, coordination of the purchase of equipment, and creation/implementation of public outreach and education plans and campaigns. In addition, the amendment revises the number of inspections for Tiers 1 & 2 commercial edible food generators and revisions were made to the actual costs for Tasks 1-6 for Fiscal Year 2021/2022, which decreased from the original agreement amount. The costs for Tasks 5-6 for Fiscal Year 2022/2023 decreased from \$15,307 to \$12,830 and Fiscal Year 2023/2024 increased from \$15,707 to \$16,227.

Amendment No. 3 to the Memorandum of Agreement for participation in the San Gabriel Valley Regional Food Recovery Program includes allocating a portion of Organic Waste Recycling, Round 1 (OWR-1) funds the MOA with the SGVCOG to support the development of sub-regional food distribution hubs and the implementation of additional education/outreach to food recovery organizations and edible food generators. The City, as well as the Cities of Azusa, Baldwin Park, Covina, Duarte, Glendora, La Cañada Flintridge, Monrovia, Monterey Park, and San Gabriel, are partially allocating their OWR-1 funds to their respective MOAs with the SGVCOG to support the development of the hubs. To select eligible hubs, SGVCOG is implementing a grant program for non-profits and service providers that have experience recovering and distributing food in the San Gabriel Valley. The funding will support activities and equipment purchases that would increase the infrastructure and capacity of these local agencies to recover and distribute food to food insecure residents of the San Gabriel Valley. This funding will also help eligible entities accept the anticipated increased amount of food donations as more businesses comply with their food recovery requirements. Grant funds can be used for the purchase of equipment (e.g., freezers, storage, etc.), transport of food, costs associated with the set-up of the program, and to build the capacity of organizations recovering food and addressing food insecurity in the San Gabriel Valley. The selected hubs will provide food recovery and distribution services to the City and the other participating cities.

Additionally, while the total budget of Tasks 7-9 remained at \$20,142, the allocations were revised. Originally, the administration and personnel costs were set at \$9,713.47 and have been decreased to \$7,999.18. The cost to purchase equipment for subregional food recovery hub(s) was originally allocated at \$10,428.53. The amount is now revised to \$12,142.

The City Attorney has reviewed and approved Amendment No. 3 to the Memorandum of Agreement, which revises the scope of work, invoicing schedule, and overall not-to-exceed MOA amount to support the development of the selected subregional food recovery hub(s).

Fiscal Impact:

The Third Amendment has no fiscal impact to the General Fund. Sufficient funding is available in Fiscal Year 2023/2024 Adopted Budgeted under AB 939 Recycling Fund (Acct. No. 15-52-532-42300-0000) to cover the \$16,221 inspection costs for tasks 5-6. For the purchase of equipment for subregional food recovery hub(s), the remaining \$12,142.82 (\$20,142 - \$7,999.18) balance of the CalRecycle non-competitive grant, awarded back in February 2022, will have to be carryforward to Fiscal Year 2023/2024 budget (Account No. 01-57-570-42338-0000.) Grant funding provided by CalRecycle must be expended by August 1, 2024, to avoid reimbursement.

Attachments:

1. Regional Food Recovery Program Amendment No. 3 to Memorandum of Agreement between the City of Irwindale and the San Gabriel Valley Council of Government.
2. Resolution No. 2023-61-3439

RESOLUTION NO. 2023-61-3439

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING AMENDMENT NO. 3 TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND THE
CITY OF IRWINDALE FOR PARTICIPATION IN THE SAN GABRIEL VALLEY
REGIONAL FOOD RECOVERY PROGRAM, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE AMENDMENT NO. 3 TO THE MEMORANDUM OF
AGREEMENT FOR THE REGIONAL FOOD RECOVERY PROGRAM AS REQUIRED
BY SENATE BILL 1383 (LARA) AND CALRECYCLE REGULATIONS**

WHEREAS, on September 22, 2021, the City Council adopted Resolution No. 2021-78-3290 to enter into a Memorandum of Agreement ("MOA") with the San Gabriel Valley Council of Governments for participation in Tasks 1-4 of the San Gabriel Valley Regional Food Recovery Program ("Program") and appropriated \$20,000 from the AB 939 Reserves; and

WHEREAS, participation in this Program is crucial for the City of Irwindale in order to meet organic waste reduction compliance regulations set forth under Senate Bill No. 1383 ("SB 1383"), the Short-lived Climate Pollutant Reduction Act of 2016; and

WHEREAS, under SB 1383, local jurisdictions are required to create and implement an Edible Food Recovery Program. Jurisdictions are also required to inspect and enforce Program requirements on businesses to ensure that they are in compliance with, and abiding by the Mandatory Organic Waste Recycling and Edible Food Recovery Program; and

WHEREAS, local jurisdictions may be required, by CalRecycle, to impose penalties for noncompliance on regulated entities starting January 1, 2024; and

WHEREAS, Program Tasks 1-4 were brought forth before city council for approval at the September 22, 2021 meeting through the MOA; and

WHEREAS, Program Tasks 5-6 under Amendment No. 1 to the MOA, which establishes and implements an inspection and enforcement program for Tier 1 and Tier 2 commercial edible food generators and food recovery organizations under the SB 1383 regulations, plus appropriation of \$18,000 from the AB 939 Reserves were brought forth before city council for approval at the November 10, 2021 meeting; and

WHEREAS, CalRecycle introduced a non-competitive grant program for local jurisdictions to assist with the implementation of these regulations; however, the grant can only be used for capacity planning, collection, Edible Food Recovery, education and outreach related to organic waste and edible food recovery, enforcement and inspection, program evaluation/gap analysis, procurement requirements and record keeping; and

WHEREAS, staff applied for the CalRecycle's SB 1383 Local Assistance Grant Program in February 2022 and was awarded \$20,142 for the use of these funds as part of an extension to the existing Regional Food Recovery Program; and

WHEREAS, on July 27, 2022, the City Council approved and authorized the city manager to sign Amendment No. 2 to participate in Tasks 7-9 of the Regional Food Recovery Program, with a cost not to exceed \$9,713.47 and the balance of \$10,428.53 will be used to purchase equipment for the subregional food recovery hubs; and

WHEREAS, Amendment No. 3 to the MOA proposes to revise the scope of work, the invoice schedule and the not-to-exceed MOA amount to support the development of the selected subregional food recovery hub(s); and

WHEREAS, the proposed Amendment No. 3 revises the allocation for Tasks 7-9 including \$7,999.18 to cover the administration and personnel cost for this program and \$12,142.82 for the purchase of equipment for the selected subregional food recovery hub(s).

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE
DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The City Council hereby adopts the Recitals above as true and correct and incorporates them herein by reference.

SECTION 2. The City Council hereby approves Amendment No. 3, attached hereto as Exhibit A, which includes the revisions made to the City of Irwindale's participation in Tasks 7-9 of the Regional Food Recovery Program as presented by the San Gabriel Valley Council of Government, and authorizes the City Manager to execute the same.

SECTION 3. The City Council of the City of Irwindale hereby approves and revises the allocation of the full \$20,142 received from CalRecycle's SB 1383 Local Assistance Grant Program to cover the costs of Tasks 7-9 as set forth in Amendment No. 3, which includes \$7,999.18 for administration and personnel costs and \$12,142.82 to be used to purchase equipment for the subregional food recovery hub(s).

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the application of any other section, subsection, sentence, clause, phrase, or portion of this Resolution, and to this end the invalid or unconstitutional section, subsection, sentence, clause, phrase of this Resolution are declared to be severable. The City Council hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. The Chief Deputy City Clerk shall certify the adoption of this Resolution which shall, in turn, have immediate effect.

PASSED, APPROVED and ADOPTED this 23rd day of August 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-61-3439 duly adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of August 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 5

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approve a Contract with California Consulting, Inc. for Grant Writing Management Services on a Month to Month, Retainer Basis.

City Manager's Recommendation:

That the City Council adopt Resolution No. 2023-69-3447 entitled, "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS, AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES."

Administrative Action:

Prepared /Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294

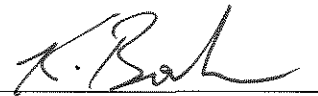
Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

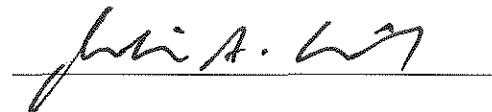
Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City has contracted with California Consulting for one year, and desires to continue this partnership in FY 2023/2024. California Consulting provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California. The process begins with a comprehensive Needs Assessment, where the Consultant's staff meets with City staff to identify high priority funding areas. A team of grant writing professionals will identify and apply for funding

opportunities that meets the City's identified needs. City Staff works hand in hand with the consultant to provide the necessary data to complete and submit competitive grant applications on behalf of the City.

As community needs increase and viable revenue sources decrease, it has become more important to capture alternative funding sources. Based on discussions with California Consulting and a cursory review of their weekly grant opportunities list, there are numerous grant opportunities for the City of Irwindale, depending on eligibility. During this past year, the City applied for several grants in FY 2023/2024 and was successful in securing \$254,067 (Attachment "A") in funding. During this upcoming fiscal year, staff will be seeking grant opportunities for the Swimming Pool Improvement Project, Recreation Improvement Project, Civic Center (Exterior Improvement Project), the Public Library Improvement Project, and grant opportunities related to public safety.

The City of Irwindale will benefit from utilizing California Consulting in the following ways:

1. Prioritization of projects in need of grant funding;
2. Expertise in applying for various grant opportunities (Federal, State, County and private foundation); and
3. Assistance in the long-term development of an effective grant-writing program.

California Consulting will provide monthly reports to the City, which will include grants in progress, grants submitted, grants pending, and grants awarded. In addition, they will provide the City with a monthly email list of current and upcoming grant opportunities specific to our needs.

Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining"

Because successful grant writing requires a specific level of expertise and familiarity with grant writing processes and procedures, the contract with the consultant would be a unique service provided to the City, such that the City Council may waive formal bidding requirements. Staff is requesting the City Council consider this contract to allow the City to apply for various grant opportunities. California Consulting has agreed to maintain the current contract pricing at \$4,500 per month.

Fiscal Impact:

The FY 2023/2024 budget includes funding for the proposed contract services at \$4,500 per month for a total contract amount of \$54,000. No additional funding is being requested. The Agreement has a 30-day cancellation notice requirement.

Attachments:

1. Attachment "A": FY 2022-2023 Grant Applications
2. Resolution No. 2023-69-3447

Attachment "A"
FY 2022-2023 Grant Applications

AGENCY	GRANT	DEPARTMENT	AMOUNT	STATUS
Justice & Security Strategies (JSS) and the Bureau of Justice Assistance (BJA) of the U.S Department of Justice	2023 Small, Rural, and Tribal Body-Worn Body Camera	Police	\$20,907	APPROVED
California Office of Traffic Safety	Selective Traffic Enforcement Program (STEP)	Police	\$83,160	APPROVED
California Office of Traffic Safety	Pedestrian and Bicycle Safety	Engineering	\$165,877	DENIED
Bureau of Justice Assistance (BJA)	Rural Violent Crime Reduction Initiative for Law Enforcement Agencies	Police	\$300,000	PENDING
California Department of Parks and Recreation	Land and Water Conservation Fund (LCWF)	Public Services (Jardin de Roca)	\$3,000,000	PENDING
California Department of Parks and Recreation	Land and Water Conservation Fund (LCWF)	Public Services (Aquatics Center Renovations)	\$2,400,000	PENDING
CalTrans	Clean California Local Grant Program Cycle 2	Community Development	\$127,000	PENDING
California Office of Emergency Services (OES)	Hazard Mitigation Grant Program (HMGP)	Community Development	\$150,000	APPROVED
Firehouse Subs	Firehouse Subs Public Safety Foundation	Police	\$24,819.48	DENIED

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF IRWINDALE AND
CALIFORNIA CONSULTING, INC.**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 23rd day of August, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and CALIFORNIA CONSULTING, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

a) **SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

b) **COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty-Seven Thousand Six Hundred Dollars and No Cent (\$57,600.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall

detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

c) **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

d) **COORDINATION OF WORK**

4.1 Representative of Consultant. Steve N. Samuelian, CEO is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Theresa Olivares, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

e) **INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended

or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

f) **RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

g) **ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for

completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

h) MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N Irwindale Ave, Irwindale, CA 91706t and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in

writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE, a municipal corporation

Julian A. Miranda, City Manager

ATTEST:

Laura M. Nieto, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Adrian R. Guerra, City Attorney

CONSULTANT:

CALIFORNIA CONSULTING, INC.

By: _____
Name: Steven N. Samuelian
Title: CEO

By: _____
Name:
Title:
Address: 214 Main Street, Suite 102
El Segundo, CA 90245

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐
☐

INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐
☐

PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐
☐
☐
☐

ATTORNEY-IN-FACT
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Needs Assessment (Meetings with Department Heads to review priorities and funding needs): Consultant to conduct an in-depth Needs Assessment for the City. Consultant will assign City with a lead Project Manager. The Project Manager will communicate regularly with the City and on an ongoing basis. This relationship building between the City and the Consultant is key to keeping the grants pursued on target with the City's overall goals. *Sample questions asked during the Needs Assessment:*

1. List and describe any program initiatives or priority projects.
2. What needs, projects, or content areas would you like to target for funding? You can list specific projects or general areas in which you have funding needs.
3. List any grants for which you are considering applying or have decided to apply. In addition, please list what kind of grant-writing support would be helpful for each grant.
4. List past grants that your agency has received.
5. List past grant applications you would like to revise and submit again.

B. Facilitation of Department Decision Making Processes: Consultant's Project Managers are experts on grant identification. With years of experience, City's assigned Project Manager shall assist City staff in deciding which grants make the most sense to meet the funding needs identified.

C. Grant Research and Identification: Consultant's Project Manager's conduct thorough research on an ongoing basis. Consultant will track current and upcoming grants, advising City on available grants and recommend grants based on City's needs. By regularly tracking grant announcements, Consultant is able to present grant opportunities to the City as soon as they are released. Consultant will provide City with a monthly Grant Activity Report detailing the grants available, grants in progress and grants submitted. Consultant will provide City with available grant opportunities on an ongoing basis.

D. Client Commitment: As Consultant identifies grants that meet the City's needs and funding priorities, the Consultant's Project Manager will advise the City of the estimated time commitment required from City staff.

E. Grant Preparation Process: When City staff and Consultant agree to pursue a grant, a checklist and schedule will be developed. The checklist and schedule will include City responsibilities and submission deadlines. Consultant requires City staff to be involved in the grant preparation process and to provide the requested and required information. The Consultant's Project Manager will provide the City with grant portions along the way to review for content accuracy. City engagement in this process results in a higher quality application. Consultant retains copies of all grants submitted. Successful grant applications are used by the Consultant as a guide for future grants. Below is a list of general tasks for the Consultant's grant process:

1. Create a task timeline with due dates
2. Ensure the proposed project meets the City's requirements
3. Review similar successful grant applications and apply where possible
4. Collect information on the project
5. Meet with City staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis
6. Obtain letters of support when necessary
7. Draft proposals and send to City for review
8. Incorporate City edits in final drafts
9. Submit completed application timely
10. Monitor funding agency until grant awards are announced.

F. Quality Assurance: Consultant's Grant Managers will meet individually with its Project Manager to review the City's needs. These meetings will thoroughly discuss the City's needs, what grants are being worked on and what additional grants may be a good fit. Consultant ensures the best quality product before the grant application is submitted.

G. Facilitation of Partnership Meetings: Consultant's Project Managers will arrange and schedule meetings with key City personnel to review all grants prior to submission to ensure application accuracy.

H. Timely Submission: Consultant will create a precise timeline to ensure the grant is submitted on time. This timeline captures the submission deadline, and other deadlines in order to obtain the information needed for a quality submission.

I. Funding Agency Monitoring: Consultant will monitor the Funding Agency until grant awards are announced.

J. Grant Administration: Some grants require post award compliance, reporting and administration. Consultant will prepare required reports and submit them by the required due date. The Contract Sum includes grant administration services by the Consultant. If the grant award includes post award compliance funding, the City may 1) perform the grant administration using the post award compliance funding; or 2) solicit bids or proposals from vendors to perform the grant administration using the post award compliance funding.

K. Monthly Progress Reporting: Consultant will prepare a monthly report reflecting grants in progress, grants submitted and grants awarded. This will provide the City with a clear report of the Consultant's work.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A.** Copies of all post-grant award filing of documents required by the awarding entity.

- III. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- IV. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Steven N. Samuelian, CEO**

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

1. Section 8.12 is added to this agreement by adding the following language:

“8.12 No Guaranteed Result: City acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.”

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Based on the Tasks A through K as described in Section I of Exhibit "A", Consultant shall perform the Services for a fixed rate of Four Thousand Five Hundred dollars (\$4,500.00) per month, irrespective of the number of hours that Consultant actually spends providing said services.**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
 - A. Line items for all the work performed, the number of hours worked, and the hourly rate.**
 - B. Line items for all materials and equipment properly charged to the Services.**
 - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- III. The City agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the City in an amount not-to-exceed Three Hundred Dollars (\$300) per month. Such expenses typically might include but are not limited to, mileage, conference calls, copies, binding costs, postage, parking, travel, and lodging expenses. Consultant shall provide City with a receipt and a description of the expense with the invoice.**
- IV. The total maximum compensation for Services during the twelve (12) month term shall not exceed Fifty-Seven Thousand Six Hundred Dollars and No Cent (\$57,600.00), as provided in Section 2.1 of this Agreement, which includes the monthly fixed rate for the Services as specified in Section I above and maximum amount of monthly expenses as specified in Section III above.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effective until August 31, 2024.
- II. The Services, as specified in Section I of Exhibit A, shall be performed in accordance with the following schedule.

Task	Deadline
Task 1: Grant Research	All times during the term of this Agreement
Task 2: Advisory Services	As requested by the contract Officer
Task 3: Administration	As required by awarding entity and any established deadlines; and in a manner to ensure City has sufficient time to provide any documentation timely to the awarding entity when applicable

- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.

RESOLUTION 2023-69-3447

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH CALIFORNIA CONSULTING, INC. FOR GRANT WRITING MANAGEMENT SERVICES

WHEREAS, successful grant writing requires a specific level of expertise and familiarity with various grant writing processes and procedures; and

WHEREAS, it has become more important to capture alternative funding sources as community needs increase and viable revenue sources decrease; and

WHEREAS, California Consulting, Inc., provides comprehensive grant writing, management and evaluation services for many municipalities and school districts throughout the State of California, and

WHEREAS, the monthly retainer cost is \$4,500 and the City Council approved FY 2023/2024 adopted budget includes \$54,000 for these services; and

WHEREAS, Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining."

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

SECTION 1. The City Council finds the above recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council, pursuant to Paragraph D, of Section 3.44.080 of the Irwindale Municipal Code finds that successful grant writing requires a specific level of expertise and familiarity with grant writing processes and procedures such that the Agreement for Professional Services with the California Consulting, Inc. would be a unique service provided to the City, and the formal bidding requirements are hereby waived.

SECTION 3. The Agreement for Professional Services for grant writing management services with California Consulting, Inc. attached hereto as Exhibit "A" is hereby approved and the City Manager is authorized to execute the same.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 23rd of August 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-69-3447 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of August 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

Date: August 23, 2023
 To: Honorable Mayor and Members of the City Council
 From: Julian A. Miranda, City Manager
 Issue: Approve a Contract Agreement with Joe A. Gonsalves & Son for Lobbying Services

City Manager's Recommendation:

That the City Council of the City of Irwindale adopt Resolution No. 2023-70-3448 entitled "A RESOLUTION OF THE CITY OF IRWINDALE, WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH JOE A. GONSALVES & SON FOR LOBBYING SERVICES."

Administrative Action:

Prepared and Submitted by:

Theresa Olivares, Assistant City Manager
 (626) 430-2294

 Electronically Approved

Reviewed by:

Adrian R. Guerra, City Attorney

 Electronically Approved

Kambiz Borhani, Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager

Julian A. Miranda

Background and Analysis:

Since July 2020, Joe A. Gonsalves & Son ("Consultant") has provided lobbying services to the City of Irwindale at a reduced fee of \$28,500 while maintaining a high level of service to the City. Consultant engages in advocacy on behalf of the City on state matters, including, but not limited to:

- Advocates City-sponsored legislative proposals in consultation with the City's Governmental Relations Administrator and other staff;
- Acts as a liaison between the City and the State Administration, Legislature, and State Agencies and Departments;
- Provides expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations favorable to the City's interests;
- Monitors legislative and regulatory process regarding specific issues within the City's identified priorities;
- Develops and evaluates strategies for the support, opposition, or amending of pending legislation and regulations;
- Identifies effective advocacy strategies, including where leverage should be applied;
- Provides an understanding of the political climate in the state;
- Assists staff in understanding how legislation and regulations are formulated;
- Analyzes and assists staff in drafting persuasive language in support of advocacy efforts.

The existing Agreement between the City and Consultant is set to expire on August 31, 2023. The proposed Agreement would largely mirror the existing Agreement. The proposed Agreement would expire on August 31, 2024; however, the City Manager would have the ability to extend the Agreement for up to four (4) one-year terms.

Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining"

Because successful lobbying requires a specific level of expertise and familiarity with advocacy strategies and regulatory processes, the contract with the consultant would be a unique service provided to the City, such that the City Council may waive formal bidding requirements. Staff is requesting the City Council consider this contract to allow the City to continue lobbying for the interests and concerns of the City and the Irwindale community.

Fiscal Impact:

Joe A. Gonsalves & Son has agreed to maintain the current contract pricing at \$28,500 a year. The attached agreement will be funded by the General Fund (40%) and the Mining Impact Fund (60%).

The FY 2023/2024 budget includes funding for the proposed services, including the General Fund's allocation of \$11,400 and the Mining Impact Fund totaling \$17,100.

Attachments:

- A. Resolution No. 2023-70-3448
- B. Agreement for Professional Services Between the City of Irwindale and Joe A. Gonsalves & Son

RESOLUTION NO. 2023-70-3448

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE,
WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICE AGREEMENT WITH JOE A. GONSALVES & SON FOR LOBBYING
SERVICES**

WHEREAS, successful lobbying to State of California agencies and lawmaking bodies requires a specific level of expertise and familiarity with various specific advocacy strategies and regulatory processes; and

WHEREAS, it has become more important to lobby the interests of the City of Irwindale's ("City") citizens and community to the State of California throughout the State's process of creating laws and regulations; and

WHEREAS, the City has contracted with Joe A. Gonsalves & Son ("Consultant") since July 2020 to assist with lobbying services to advocate the City's interests to the California State Administration, Legislature, Agencies and Departments; and

WHEREAS, the current service agreement between the City and Consultant is set to expire on August 31, 2023, and the City desires to continue retaining Consultant's high-level services in order to advocate for the interests of the City and its community; and

WHEREAS, the annual compensation for contract services is \$28,500 and the Fiscal Year 2023/2024 budget includes funding for the proposed services, including the General Fund's allocation of \$11,400 and the Mining Impact Fund totaling \$17,100; and

WHEREAS, Section 3.44.080(D) of the Irwindale Municipal Code provides for the waiving of the informal bid procedure "when there is to be a contract for professional service such as, but not limited to, the services of attorneys, architects or engineers, or where the service contracted for deals with public relations or promotions, elections, negotiations, or acquisition of land, trash, garbage or refuse disposal or the like, insurance, bonds and any other services or similar nature unique and not subject to competition or other services for which by law another officer or body is specifically charged with obtaining."

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

SECTION 1. The City Council finds the above recitals true and correct and incorporates them herein by this reference.

SECTION 2. The City Council, pursuant to Paragraph D, of Section 3.44.080 of the Irwindale Municipal Code finds that successful lobbying requires a specific level of expertise and familiarity with advocacy strategies and regulatory processes such that the Agreement for Professional Services with Joe A. Gonsalves & Son would be a unique service provided to the City, and the formal bidding requirements are hereby waived.

SECTION 3. The Agreement for Professional Services for lobbying services with Joe A. Gonsalves & Son, attached hereto as Exhibit "A" is hereby approved and the City Manager is authorized to execute the same.

SECTION 4. The Chief Deputy City Clerk shall attest to the adoption of this resolution, which shall, in turn, have immediate effect.

PASSED, APPROVED AND ADOPTED this 23rd of August 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura M. Nieto, MMC
Chief Deputy City Clerk
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-70-3448 was adopted by the City Council of the City of Irwindale, at a regular meeting held on the 23rd day of August 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF IRWINDALE

and

JOE A. GONSALVES & SON

**AGREEMENT FOR CONTRACT SERVICES
BY AND BETWEEN THE CITY OF IRWINDALE AND
JOE A. GONSALVES & SON**

This AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 26th day of August, 2023 by and between the CITY OF IRWINDALE, a California Charter City and municipal corporation ("City") and JOE A. GONSALVES & SON, a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Whereas, the City recognizes that certain State of California laws and regulations impact the Irwindale community on a local level; and

B. Whereas, the City desires to lobby the interests of its citizens and community to the State of California throughout the State's process of creating laws and regulations; and

C. Whereas, the City has contracted with Joe A. Gonsalves & Son since July 2020 to assist with lobbying services to advocate the City's interests to the California State Administration, Legislature, Agencies and Departments; and

D. Whereas, the current Agreement between the City and Contractor is set to expire on August 31, 2023; and

E. Whereas, the City desires to maintain services with Contractor in order to continue advocating for local issues relevant and important to the City of Irwindale and its citizens.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as

specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance ("Exhibit D"). The Contract Officer may, at his sole discretion, extend the Term for four (4) additional one-year terms.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractor, if any, assigned to perform the services required under this Agreement shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the Julian A. Miranda, City Manager, or such person as may be designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

- (a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$2,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.
- (c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit

liability of \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

- (d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.
- (e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.
- (f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing ninety (90) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL

NINETY (90)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER
NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

- (b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractor to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times

during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes: Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant

reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests

of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Avenue, Irwindale, CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such

payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF IRWINDALE

Julian A. Miranda
City Manager

ATTEST:

Laura Nieto
Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

Adrian Guerra
City Attorney

CONSULTANT:

JOE A. GONSALVES & SON, a California
corporation

By: _____

- 17 -

01005.0001/916088.1

Name:
Title:
Address:

By: _____

Name:
Title:
Address: 925 L Street, Suite 250
Sacramento, CA 95814

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

NUMBER OF PAGES

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

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NUMBER OF PAGES

- ☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

State lobbying services relating to legislative and regulatory issues that pertain to all facets of business and operations of the City of Irwindale (City) departments. Activities include the following:

- A. Engage in advocacy on behalf of the City on state matters and on City-sponsored legislative proposals in consultation with the City's Governmental Relations Administrator and other staff, as deemed appropriate.
- B. Advocate on behalf of the City and maintain liaison between the Administration, Legislature, and State Agencies and Departments as determined by the City.
- C. Provide expertise in regulatory and legislative strategy and techniques to facilitate legislation and regulations through the process.
- D. Respond to issues and assist the City in providing appropriate communication to key legislators and regulators.
- E. Identify effective advocacy strategies including where leverage should be applied, identify pitfalls and provide an understanding of the political climate in the state.
- F. Assist staff in understanding how legislation and regulations are formulated. Analyze and assist staff in drafting persuasive language in support of advocacy efforts.
- G. Monitor the legislative and regulatory process regarding specific issues within the City's identified priorities, as well as, identifying other issues that may affect City departments.
- H. Develop and evaluate strategies for the support, opposition, or amending of pending legislation and regulations.
- I. Provide assistance in securing state support for local and regional legislation and projects and develop strategies to gain concurrence by the Governor and his administration.

II. Consultant will utilize the following personnel to accomplish the Services:

- A. Jason A. Gonsalves, (916) 441-0597, gonsalves@gonsalvi.com

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

[LEFT INTENTIONALLY BLANK]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

Based on the Tasks A through I as described in Exhibit "A", Consultant shall perform the Services for a fixed rate of Two Thousand Three Hundred Seventy-Five Dollars (\$2,375.00) per month, irrespective of the number of hours that Consultant actually spends providing said services.

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The total compensation for the Services shall not exceed Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00), as provided in Section 2.1 of this Agreement.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and be effective until August 31, 2024.**
- II. Pursuant to Section 3.4, the Contract Officer may, at his sole discretion, extend the Term of this Agreement for four (4) additional one-year terms.**
- III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 7

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Approval of Resolutions Relating to Job Classifications and Compensation for City Employees

City Manager's Recommendation:

- (1) Adopt Resolution No. 2023-65-3443 entitled " **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A NEW JOB CLASSIFICATION FOR AN INCLUSION SPECIALIST AND ASSOCIATED JOB SPECIFICATION AND ELIMINATING THE POLICE CORPORAL CLASSIFICATION**"; and
- (2) Adopt Resolution No. 2023-66-3444 entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE REPEALING AND REPLACING RESOLUTION NO. 2023-45-3423, AND ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES, AND COMPENSATION FOR CITY EMPLOYEES.**"

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources / Risk Manager

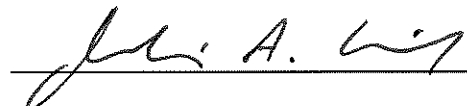
Reviewed by:

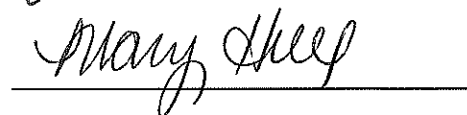
Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director / City Treasurer

Approved by:

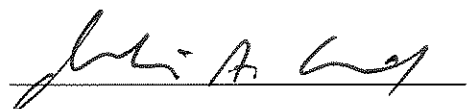
Julian A. Miranda, City Manager





Electronically Approved





Background and Analysis

Article VIII, Section 803 of the City Charter authorizes the City Council to establish, by Resolution, a classification plan, salaries, and other forms of compensation for all City employees. Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by Resolution of the City Council.

Classification Resolution No. 2023-65-3443

New Job Classification – Inclusion Specialist

In recent years, there has been a growing recognition of the importance of providing accessible and inclusive services to individuals with disabilities. Currently, the City of Irwindale lacks a dedicated staff member focused solely on coordinating and improving the accessibility and inclusivity of its programs, activities, and events for this community. To meet the ongoing needs of the community, staff is proposing a new full-time Inclusion Specialist position within the Public Services Department.

Under general supervision, the Inclusion Specialist position will plan, implement, and evaluate inclusive city programs, activities, and events that cater to the diverse needs and interests of individuals with disabilities. They will also collaborate with local disability organizations, advocacy groups, and individuals to gather insights and feedback on program design and improvements. Additionally, they will coordinate training for City staff, volunteers, and partners to create a more inclusive environment and enhance their understanding of disability-related issues. Finally, they will provide personalized support to individuals with disabilities to ensure they can fully participate in City programs and services.

By establishing the Inclusion Specialist position, the City of Irwindale can take significant strides toward becoming a more inclusive and accessible community. This position will not only address the needs of individuals with disabilities but also demonstrate the City's dedication to ensuring equal opportunities for all community members.

The City met and conferred with representatives of the Irwindale City Employees Association (ICEA) regarding the new classification, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.).

Elimination of Job Classification – Police Corporal

Through separate action, City Council will consider First Amendment to the Memorandum of Understanding By and Between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024, which proposes eliminating the Police Corporal position.

Compensation Resolution No. 2023-66-3444

The City's Compensation Resolution is updated periodically as a result of personnel adjustments and/or compensation adjustments. It sets forth the authorized number of employees along with titles and compensation levels for unclassified management positions, unaffiliated and/or unrepresented unclassified at-will part-time positions, and full-time represented positions. It was most recently updated on June 28, 2023, through the City Council's adoption of Resolution No. 2023-45-3423.

Proposed Compensation Resolution No. 2023-66-3444 reflects the following personnel adjustments:

- (1) Fund one (1) represented, classified full-time Inclusion Specialist position.
- (2) Unfund two (2) represented, classified full-time Police Corporal positions.
- (3) Fund two (2) represented, classified full-time Police Officer positions.
- (4) Unfund one (1) represented, classified full-time Assistant Engineer position.

Through separate action, City Council will consider First Amendment to the Memorandum of Understanding By and Between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024, which in addition to eliminating the Police Corporal position, proposes creating a new special assignment of Police Corporal and eliminates the special assignment of designated Field Training Officer.

This Resolution meets the requirements for a publicly available pay schedule as required by CalPERS. (2 C.C.R. §570.5.)

Fiscal Impact:

The salary for the Inclusion Specialist would be at a range of 37 (\$28.4625 - \$34.5966). The proposed changes in the Police Department will result in an overall increase of 5% which equals \$5,290 based on a Police Officer's salary range of 52 (\$41.8433 - \$50.8611). With the removal of the Assistant Engineer's position from the adopted budget at salary range 52 (\$41.2226 - \$50.1067), there is sufficient funding for the proposed changes, and no additional funds will be needed.

The adoption of Resolution No. 2023-66-3444 authorizes Finance Director to amend Fiscal Year 2023-2024 Adopted Budget to include all changes as stated in this report.

Attachments: Resolution No. 2023-65-3443
 Resolution No. 2023-66-3444

RESOLUTION NO. 2023-65-3443

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
APPROVING A NEW JOB CLASSIFICATION FOR AN INCLUSION
SPECIALIST AND ASSOCIATED JOB SPECIFICATION AND ELIMINATING
THE POLICE CORPORAL CLASSIFICATION**

WHEREAS, Article VIII, Section 800 of the City Charter authorizes the City Council to designate miscellaneous and safety employee positions from time to time; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.05 of the City of Irwindale Personnel Rules, as adopted by the City Council in Resolution No. 2022-36-3286 on April 27, 2022, states that the Personnel Officer shall determine the duties and responsibilities of all City positions for inclusion in a Classification Plan, which shall be adopted by the City Council; and

WHEREAS, on June 28, 2023, the City Council adopted Resolution No. 2023-45-3423 establishing the number of positions, schedule of classes, compensation, and benefits for City employees; and

WHEREAS, the City desires to add a new Inclusion Specialist job classification with an associated job specification; and

WHEREAS, the City has met and conferred with the representatives of the Irwindale City Employees Association (ICEA) regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.); and

WHEREAS, the City desires to eliminate the Police Corporal job classification; and

WHEREAS, the City has met and conferred with the representatives of the Irwindale Police Officers' Association (IPOA) regarding the proposed actions herein, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code § 3500 et seq.); and

WHEREAS, concurrently herewith, the City intends to adopt Resolution No. 2023-66-3444 to repeal and replace Resolution No. 2023-45-3423, and establish the number of positions, schedule of classes, compensation, and benefits for all City employees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Personnel Job Classification and Associated Job Specification Ordered Approved and Adopted.

The City Council hereby approves and adopts the Inclusion Specialist job classification and associated job specification attached hereto as Exhibit A.

SECTION 3. Personnel Job Classification Ordered Eliminated.

The City Council hereby approves the elimination of the Police Corporal job classification.

SECTION 4. Certification

The Chief Deputy City Clerk shall certify to the adoption of this resolution, which shall in turn have immediate effect.

PASSED, APPROVED AND ADOPTED this 23rd day of August 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-65-3443 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of August 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura Nieto, Chief Deputy City Clerk

EXHIBIT A

CITY OF IRWINDALE

INCLUSION SPECIALIST

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

SUMMARY DESCRIPTION

Under general supervision, provides individuals with all abilities the opportunity to participate in recreation and leisure programs. Responsible for planning, implementing, facilitating and evaluating year-round programs for individuals with disabilities and to provide inclusion support to individuals participating in city programs, activities and events.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Provides inclusion support to individuals participating in city programs, activities, and events.
2. Plans, implements, facilitates, and evaluates year-round programs for individuals with disabilities; promotes and coordinates specific activities within the adaptive recreation program; prepares program event and facility marketing material, including flyers, schedules of events, pamphlets, and brochures; resolves complaints and addresses concerns related to the programs.
3. Maintains data and tracks all inclusion performance measures; creates reports for management; completes and maintains required forms and paperwork; maintains participant records.
4. Performs assessments and recommends inclusion/behavior plans according to need.
5. Manages ADA requests from program participants relating to parks and recreation facilities.
6. Works with the Recreation Manager on inclusion program development.
7. Assists in developing and making recommendations on policies and procedures based on the ADA while observing and evaluating existing programs.
8. Maintains yearly calendar of programs and services available to persons with disabilities; provides information and resources to the public regarding upcoming programs and services.
9. Identifies and anticipates the needs of persons with disabilities attending special events, activities, programs, and classes.
10. Maintains budgets for assigned programs.
11. Coordinates staff training programs that focus on disability awareness.
12. Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles and techniques of the supervision and treatment of individuals with disabilities.
- Operations, services, and activities of therapeutic recreation programs and services.
- Principles and theories of inclusion for persons with disabilities.

CITY OF IRWINDALE
Inclusion Specialist (*Continued*)

Methods and techniques of developing adaptive services and programs.
Applicable policies, procedures, and regulations covering specific areas of assignment.
Personal computers utilizing standard and specialized software applications.
Standard office practices and procedures, including filing and the operation of office equipment.
Communicating effectively in oral and written forms.
Techniques for dealing with a variety of individuals from various socio-economic, ethnic, and cultural backgrounds, in person and over the telephone.
Principles and practices of public relations and customer service.
Principles and procedures of record keeping.
Modern office procedures, methods, and equipment, including computers and applicable computer applications.
Pertinent federal, state, and local laws, codes, and ordinances.
English usage, spelling, grammar, and punctuation.

Ability to:

Develop and implement program and project goals, objectives, procedures, and work standards.
Plan, organize, and implement multi-faceted adaptive recreation programs and activities with an emphasis on inclusion.
Exercise sound independent judgment within general procedural guidelines.
Preparing clear, concise, and complete reports, correspondence, and other written materials.
Contribute effectively to the accomplishment of team or work unit goals, objectives, and activities.
Use initiative and independent judgment within general policy guidelines.
Recommend and implement goals, objectives, policies, and procedures for providing adaptive recreation programs.
Plan and organize work to meet changing priorities and deadlines.
React immediately, calmly, and effectively to situations and employ established techniques to resolve issues.
Communicate clearly and concisely, both orally and in writing.
Operate a variety of office equipment, including a computer.
Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines - *Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

Education/Training:

Equivalent to the completion of the twelfth grade.
An Associate's degree with major coursework in special education or therapeutic recreation, or a related field is desirable.

Experience:

Two years of training or experience working with people with disabilities.

License or Certificate:

Possession of an appropriate, valid driver's license.
Possession of a valid CPR and First Aid certificate.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

CITY OF IRWINDALE

Inclusion Specialist (*Continued*)

Environment: Work is performed primarily in a standard office environment and at indoor and outdoor recreational facilities; travel to different locations; incumbents may be exposed to inclement weather conditions; work and/or walk on various types of surfaces, including slippery or uneven surfaces; incumbents may be required to work extended hours including evenings, weekends, and holidays.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Hearing: Hear in the normal audio range with or without correction.

Date: August 2023

RESOLUTION NO. 2023-66-3444

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE
REPEALING AND REPLACING RESOLUTION NO. 2023-45-3423, AND
ESTABLISHING THE NUMBER OF POSITIONS, SCHEDULE OF CLASSES,
AND COMPENSATION FOR CITY EMPLOYEES**

WHEREAS, Article VIII, Section 803 of the City Charter requires the City Council to establish by resolution salaries and other forms of compensation for all City employees; and

WHEREAS, Section 2.12.010 of the Irwindale Municipal Code requires that the offices and positions in the City employment be fixed and established by resolution of the City Council; and

WHEREAS, Section 2.12.020 of the Irwindale Municipal Code requires that the salaries and compensation of officers and employees of the City be fixed and determined by resolution of the City Council; and

WHEREAS, Section 2.25 of the City's Personnel Rules states that the Personnel Officer shall prepare an annual salary resolution that establishes the minimum through maximum salary rates of pay for employee classifications, which shall be adopted by the City Council; and

WHEREAS, the City Council last adopted Resolution No. 2023-45-3423 on June 28, 2023, which established the number of positions, schedule of classes, and compensation for City employees; and

WHEREAS, based on the Memoranda of Understanding between the City and the ICEA, IMEA, and IPOA, and Resolution No. 2021-116-3238, adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, the City desires to update the salary resolution to reflect changes in compensation; and

WHEREAS, the City desires to fund one (1), represented, classified full-time Inclusion Specialist position; and

WHEREAS, the City desires to unfund two (2), represented, classified full-time Police Corporal positions; and

WHEREAS, the City desires to fund two (2), represented, classified full-time Police Officer positions; and

WHEREAS, the City desires to unfund one (1) represented, classified full-time Assistant Engineer position; and

WHEREAS, on August 23, 2023, the City Council adopted Resolution 2023-65-3443, which approved a new job classification and associated job specification for an Inclusion Specialist, and ordered the Police Corporal classification eliminated, in accordance with the approved Amendment No. 1 to the IPOA Memorandum of Understanding on the same date; and

WHEREAS, the City Council now desires to adopt this resolution to accurately reflect the current compensation ranges, position titles, and number of positions for all City classifications; and

WHEREAS, this resolution is also intended to serve as the City's California Public Employees Retirement System ("CalPERS") publicly available pay schedule as required by California Code of Regulations, Title 2, Section 570.5.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IRWINDALE HEREBY RESOLVES, DETERMINES AND ORDERS AS FOLLOWS:

SECTION 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated by this reference.

SECTION 2. Personnel Positions Approved and Ordered Funded. One (1) represented, classified full-time Inclusion Specialist position is hereby approved and ordered funded.

Two (2) represented, classified full-time Police Officer positions are hereby approved and ordered funded.

SECTION 3. Personnel Positions Ordered Unfunded.

One (1) represented, classified full-time Assistant Engineer position is hereby ordered unfunded.

SECTION 4. Applicability to other Governing Documents.

This Resolution shall repeal, supersede, and replace Resolution No. 2023-45-3423. This Resolution shall also take the place of all existing resolutions or orders of the City Council as they relate to the subject matter contained herein. However, in no event shall this Resolution rescind, supersede, alter or in any way have an effect on Resolution No. 2021-116-3238, that was adopted December 8, 2021, relating to the compensation and benefits of unclassified, unrepresented management employees, or on any approved or adopted memoranda of understanding in accordance with Section 2 of this Resolution.

In the event that any provision of this Resolution is in conflict with the City's Personnel Rules or other policies, this Resolution shall supersede and govern the City's policies and practices with regard to unrepresented and/or unaffiliated employees.

SECTION 5. Classified Employees Organized In Bargaining Units Represented By Recognized Employee Organizations.

The Memoranda of Understanding for IMEA, ICEA, and IPOA govern the employment relationship between the City and the employees represented by their respective Recognized Employee Organizations. In the event that this Resolution conflicts with the benefits granted or the restrictions imposed pursuant to any Memoranda of Understanding negotiated with these Recognized Employee Organizations, the applicable Memoranda of Understanding shall govern as to that particular employee bargaining unit.

SECTION 6. Salary and Wage Schedules.

The City Council hereby approves the number of positions, list of class titles, and compensation for all City job classifications reflected in Exhibit A, effective August 23, 2023.

If any employee is receiving compensation above the highest step of the salary range stated in this resolution for his/her position, the employee's present rate shall be continued as an approved additional step rate for the class ("Y-rated"), until the highest step is greater than the Y-rate. Except as provided herein or an applicable MOU, no non Y-rated employee may be adjusted to a Y-rate upon reclassification or promotional appointment, and the Y-rate shall no longer be in effect after the termination of the employment in that class of the incumbent(s) on whose behalf the Y-rate is authorized. Nothing in this resolution shall prohibit any Y-rated employee from receiving a cost-of-living adjustment that other employees within the employee's applicable bargaining group may receive pursuant to an applicable Tentative Agreement or MOU.

SECTION 7. Certification.

The Chief Deputy City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of August 2023.

H. Manuel Ortiz, Mayor

ATTEST:

Laura Nieto, MMC
Chief Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura Nieto, Chief Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2023-66-3444 was duly and regularly passed and adopted by the City Council of the City of Irwindale at its regular meeting held on the 23rd day of August 2023, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

Laura M. Nieto, MMC
Chief Deputy City Clerk

EXHIBIT A
CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
Legislative	Councilmember	5	Bi-Weekly	Elected	346.23	346.23	346.23	346.23	346.23
			Monthly		750.16	750.16	750.16	750.16	750.16
			Annual		9,001.92	9,001.92	9,001.92	9,001.92	9,001.92
CM	City Manager	1	Hourly	88	100.2755	105.2894	110.5538	116.0817	121.8861
			Bi-Weekly		8,022.04	8,423.15	8,844.31	9,286.54	9,750.88
			Monthly		17,381	18,250	19,163	20,121	21,127
			Annual		208,573	219,002	229,952	241,450	253,523
Director	Assistant City Manager	1	Hourly	81	84.3587	88.5764	93.0053	97.6558	102.5385
			Bi-Weekly		6,748.69	7,086.12	7,440.42	7,812.46	8,203.08
			Monthly		14,622	15,353	16,121	16,927	17,773
			Annual		175,466	184,239	193,451	203,124	213,280
Director	Chief of Police	1	Hourly	85	94.9798	99.7288	104.7154	109.9510	115.4486
			Bi-Weekly		7,598.38	7,978.31	8,377.23	8,796.08	9,235.88
			Monthly		16,463	17,286	18,151	19,058	20,011
			Annual		197,558	207,436	217,808	228,698	240,133
Director	Community Development Director	1	Hourly	78	78.3351	82.2519	86.3644	90.6827	95.2168
			Bi-Weekly		6,266.81	6,580.15	6,909.15	7,254.62	7,617.35
			Monthly		13,578	14,257	14,970	15,718	16,504
			Annual		162,937	171,084	179,638	188,620	198,051
Director	Director of Engineering/Building Official	1	Hourly	80	82.3010	86.4159	90.7365	95.2736	100.0370
			Bi-Weekly		6,584.08	6,913.27	7,258.92	7,621.88	8,002.96
			Monthly		14,266	14,979	15,728	16,514	17,340
			Annual		171,186	179,745	188,732	198,169	208,077
Director	Finance Director/City Treasurer	1	Hourly	79	80.2933	84.3082	88.5236	92.9495	97.5971
			Bi-Weekly		6,423.46	6,744.65	7,081.88	7,435.96	7,807.77
			Monthly		13,918	14,613	15,344	16,111	16,917
			Annual		167,010	175,361	184,129	193,335	203,002
Director	Public Services Director	1	Hourly	74	70.9678	74.5163	78.2423	82.1543	86.2620
			Bi-Weekly		5,677.42	5,961.31	6,259.38	6,572.35	6,900.96
			Monthly		12,301	12,916	13,562	14,240	14,952
			Annual		147,613	154,994	162,744	170,881	179,425

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Accountant	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Administrative Secretary	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Assistant Planner	0	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Building Permit Technician	0	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Code Enforcement Officer	1	Hourly	39	29.9038	31.3990	32.9692	34.6178	36.3486
			Bi-Weekly		2,392.31	2,511.92	2,637.54	2,769.42	2,907.88
			Monthly		5,183	5,443	5,715	6,000	6,300
			Annual		62,200	65,310	68,576	72,005	75,605
ICEA	Deputy City Clerk	0	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430
ICEA	Engineering Technician	3	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Finance Analyst	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Finance Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Human Resources Specialist	0	Hourly	38	29.1740	30.6327	32.1644	33.7726	35.4611
			Bi-Weekly		2,333.92	2,450.62	2,573.15	2,701.81	2,836.88
			Monthly		5,057	5,310	5,575	5,854	6,147
			Annual		60,682	63,716	66,902	70,247	73,759
ICEA	Inclusion Specialist	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Janitor	1	Hourly	20	18.7053	19.6404	20.6226	21.6538	22.7365
			Bi-Weekly		1,496.42	1,571.23	1,649.81	1,732.31	1,818.92
			Monthly		3,242	3,404	3,575	3,753	3,941
			Annual		38,907	40,852	42,895	45,040	47,292
ICEA	Library Technician	1	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Maintenance Aide	4	Hourly	25	21.1635	22.2216	23.3327	24.4995	25.7245
			Bi-Weekly		1,693.08	1,777.73	1,866.62	1,959.96	2,057.96
			Monthly		3,668	3,852	4,044	4,247	4,459
			Annual		44,020	46,221	48,532	50,959	53,507

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Maintenance Lead Worker	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
ICEA	Maintenance Worker I	0	Hourly	31	24.5433	25.7707	27.0591	28.4120	29.8327
			Bi-Weekly		1,963.46	2,061.65	2,164.73	2,272.96	2,386.62
			Monthly		4,254	4,467	4,690	4,925	5,171
			Annual		51,050	53,603	56,283	59,097	62,052
ICEA	Maintenance Worker II	6	Hourly	40	30.6514	32.1841	33.7933	35.4832	37.2572
			Bi-Weekly		2,452.12	2,574.73	2,703.46	2,838.65	2,980.58
			Monthly		5,313	5,579	5,858	6,150	6,458
			Annual		63,755	66,943	70,290	73,805	77,495
ICEA	Office Specialist	3	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Planning Technician	1	Hourly	36	27.7683	29.1567	30.6144	32.1452	33.7524
			Bi-Weekly		2,221.46	2,332.54	2,449.15	2,571.62	2,700.19
			Monthly		4,813	5,054	5,307	5,572	5,850
			Annual		57,758	60,646	63,678	66,862	70,205
ICEA	Police Records Clerk	0	Hourly	28	22.7913	23.9308	25.1274	26.3837	27.7029
			Bi-Weekly		1,823.31	1,914.46	2,010.19	2,110.69	2,216.23
			Monthly		3,951	4,148	4,355	4,573	4,802
			Annual		47,406	49,776	52,265	54,878	57,622
ICEA	Police Records Clerk/ Dispatcher	1	Hourly	32	25.1567	26.4144	27.7351	29.1216	30.5779
			Bi-Weekly		2,012.54	2,113.15	2,218.81	2,329.73	2,446.23
			Monthly		4,361	4,579	4,807	5,048	5,300
			Annual		52,326	54,942	57,689	60,573	63,602
ICEA	Police Services Specialist	1	Hourly	41	31.4173	32.9880	34.6375	36.3692	38.1875
			Bi-Weekly		2,513.38	2,639.04	2,771.00	2,909.54	3,055.00
			Monthly		5,446	5,718	6,004	6,304	6,619
			Annual		65,348	68,615	72,046	75,648	79,430

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
ICEA	Recreation Assistant	0	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Bus Driver	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Center Assistant	1	Hourly	29	23.3606	24.5288	25.7553	27.0433	28.3957
			Bi-Weekly		1,868.85	1,962.31	2,060.42	2,163.46	2,271.65
			Monthly		4,049	4,252	4,464	4,688	4,922
			Annual		48,590	51,020	53,571	56,250	59,063
ICEA	Senior Center Leader/Bus Driver	1	Hourly	33	25.7861	27.0755	28.4293	29.8510	31.3438
			Bi-Weekly		2,062.88	2,166.04	2,274.35	2,388.08	2,507.50
			Monthly		4,470	4,693	4,928	5,174	5,433
			Annual		53,635	56,317	59,133	62,090	65,195
ICEA	Senior Center Specialist	1	Hourly	37	28.4625	29.8856	31.3798	32.9490	34.5966
			Bi-Weekly		2,277.00	2,390.85	2,510.38	2,635.92	2,767.73
			Monthly		4,934	5,180	5,439	5,711	5,997
			Annual		59,202	62,162	65,270	68,534	71,961
ICEA	Senior Code Enforcement Officer	1	Hourly	45	34.6793	36.4135	38.2341	40.1457	42.1529
			Bi-Weekly		2,774.35	2,913.08	3,058.73	3,211.65	3,372.23
			Monthly		6,011	6,312	6,627	6,959	7,307
			Annual		72,133	75,740	79,527	83,503	87,678
ICEA	Senior Recreation Leader	3	Hourly	19	18.2495	19.1620	20.1202	21.1264	22.1827
			Bi-Weekly		1,459.96	1,532.96	1,609.62	1,690.12	1,774.62
			Monthly		3,163	3,321	3,488	3,662	3,845
			Annual		37,959	39,857	41,850	43,943	46,140

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Aquatics Supervisor	1	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Assistant City Engineer	1	Hourly	64	55.4399	58.2120	61.1226	64.1788	67.3880
			Bi-Weekly		4,435.19	4,656.96	4,889.81	5,134.31	5,391.04
			Monthly		9,610	10,090	10,595	11,124	11,681
			Annual		115,315	121,081	127,135	133,492	140,167
IMEA	Assistant Engineer	0	Hourly	52	41.2226	43.2837	45.4481	47.7207	50.1067
			Bi-Weekly		3,297.81	3,462.69	3,635.85	3,817.65	4,008.54
			Monthly		7,145	7,503	7,878	8,272	8,685
			Annual		85,743	90,030	94,532	99,259	104,222
IMEA	Assistant to the City Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Associate Engineer	1	Hourly	56	45.5024	47.7774	50.1663	52.6745	55.3082
			Bi-Weekly		3,640.19	3,822.19	4,013.31	4,213.96	4,424.65
			Monthly		7,887	8,281	8,696	9,130	9,587
			Annual		94,645	99,377	104,346	109,563	115,041
IMEA	Associate Planner	1	Hourly	49	38.2793	40.1933	42.2029	44.3130	46.5288
			Bi-Weekly		3,062.35	3,215.46	3,376.23	3,545.04	3,722.31
			Monthly		6,635	6,967	7,315	7,681	8,065
			Annual		79,621	83,602	87,782	92,171	96,780
IMEA	Benefits Administrator	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864
IMEA	Chief Deputy City Clerk	1	Hourly	58	47.8058	50.1962	52.7058	55.3409	58.1077
			Bi-Weekly		3,824.46	4,015.69	4,216.46	4,427.27	4,648.62
			Monthly		8,286	8,701	9,136	9,592	10,072
			Annual		99,436	104,408	109,628	115,109	120,864

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	City Librarian	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Community Development Manager/City Planner	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Construction Compliance Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Economic Development Coordinator	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Executive Assistant	1	Hourly	43	33.0082	34.6587	36.3918	38.2115	40.1221
			Bi-Weekly		2,640.65	2,772.69	2,911.35	3,056.92	3,209.77
			Monthly		5,721	6,008	6,308	6,623	6,955
			Annual		68,657	72,090	75,695	79,480	83,454
IMEA	Finance Manager	1	Hourly	68	61.1952	64.2548	67.4678	70.8413	74.3837
			Bi-Weekly		4,895.62	5,140.38	5,397.42	5,667.31	5,950.69
			Monthly		10,607	11,138	11,694	12,279	12,893
			Annual		127,286	133,650	140,333	147,350	154,718
IMEA	Housing Coordinator	1	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Human Resources/Risk Manager	1	Hourly	67	59.7029	62.6880	65.8226	69.1139	72.5697
			Bi-Weekly		4,776.23	5,015.04	5,265.81	5,529.12	5,805.58
			Monthly		10,349	10,866	11,409	11,980	12,579
			Annual		124,182	130,391	136,911	143,757	150,945

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Information Technology Manager	1	Hourly	63	54.0880	56.7923	59.6317	62.6135	65.7442
			Bi-Weekly		4,327.04	4,543.38	4,770.54	5,009.08	5,259.54
			Monthly		9,375	9,844	10,336	10,853	11,396
			Annual		112,503	118,128	124,034	130,236	136,748
IMEA	Management Analyst	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Police Captain	1	Hourly	77	77.9548	81.8524	85.9452	90.2423	94.7543
			Bi-Weekly		6,236.38	6,548.19	6,875.62	7,219.38	7,580.35
			Monthly		13,512	14,188	14,897	15,642	16,424
			Annual		162,146	170,253	178,766	187,704	197,089
IMEA	Police Lieutenant	1	Hourly	71	67.2197	70.5808	74.1096	77.8149	81.7058
			Bi-Weekly		5,377.58	5,646.46	5,928.77	6,225.19	6,536.46
			Monthly		11,651	12,234	12,846	13,488	14,162
			Annual		139,817	146,808	154,148	161,855	169,948
IMEA	Project Manager - Construction Compliance	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Project Manager - Mining	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Public Works Maintenance Supervisor	1	Hourly	48	37.3462	39.2135	41.1740	43.2327	45.3942
			Bi-Weekly		2,987.69	3,137.08	3,293.92	3,458.62	3,631.54
			Monthly		6,473	6,797	7,137	7,494	7,868
			Annual		77,680	81,564	85,642	89,924	94,420
IMEA	Public Works Services Manager	0	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IMEA	Recreation Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Recreation Supervisor	2	Hourly	47	36.4346	38.2563	40.1692	42.1779	44.2870
			Bi-Weekly		2,914.77	3,060.50	3,213.54	3,374.23	3,542.96
			Monthly		6,315	6,631	6,963	7,311	7,676
			Annual		75,784	79,573	83,552	87,730	92,117
IMEA	Senior Center Manager	1	Hourly	62	52.7688	55.4072	58.1774	61.0861	64.1404
			Bi-Weekly		4,221.50	4,432.58	4,654.19	4,886.88	5,131.23
			Monthly		9,147	9,604	10,084	10,588	11,118
			Annual		109,759	115,247	121,009	127,059	133,412
IMEA	Senior Finance Analyst	1	Hourly	51	40.2168	42.2279	44.3394	46.5563	48.8841
			Bi-Weekly		3,217.35	3,378.23	3,547.15	3,724.50	3,910.73
			Monthly		6,971	7,320	7,686	8,070	8,473
			Annual		83,651	87,834	92,226	96,837	101,679
IMEA	Senior Human Resources/ Risk Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Management Analyst	0	Hourly	53	42.2534	44.3659	46.5841	48.9135	51.3591
			Bi-Weekly		3,380.27	3,549.27	3,726.73	3,913.08	4,108.73
			Monthly		7,324	7,690	8,075	8,478	8,902
			Annual		87,887	92,281	96,895	101,740	106,827
IMEA	Senior Planner	1	Hourly	55	44.3923	46.6120	48.9428	51.3899	53.9596
			Bi-Weekly		3,551.38	3,728.96	3,915.42	4,111.19	4,316.77
			Monthly		7,695	8,079	8,483	8,908	9,353
			Annual		92,336	96,953	101,801	106,891	112,236

CITY OF IRWINDALE
Full-Time Salary Schedule
Fiscal Year 2023-2024
Effective August 23, 2023

Unit	Position Title	Authorized Position Count	Period	Range	Step A	Step B	Step C	Step D	Step E
IPOA	Police Sergeant	6	Hourly	63	54.9014	57.6466	60.5288	63.5553	66.7332
			Bi-Weekly		4,392.12	4,611.73	4,842.31	5,084.42	5,338.65
			Monthly		9,516	9,992	10,492	11,016	11,567
			Annual		114,195	119,905	125,900	132,195	138,805
IPOA	Police Officer	19	Hourly	52	41.8433	43.9356	46.1322	48.4389	50.8611
			Bi-Weekly		3,347.46	3,514.85	3,690.58	3,875.12	4,068.88
			Monthly		7,253	7,616	7,996	8,396	8,816
			Annual		87,034	91,386	95,955	100,753	105,791
IPOA	Police Dispatcher/Clerk	5	Hourly	38	28.7510	30.1885	31.6981	33.2832	34.9471
			Bi-Weekly		2,300.08	2,415.08	2,535.85	2,662.65	2,795.77
			Monthly		4,984	5,233	5,494	5,769	6,058
			Annual		59,802	62,792	65,932	69,229	72,690

CITY OF IRWINDALE
Part-Time Salary Schedule
Fiscal Year 2023-2024
Effective July 9, 2023 (3% COLA)

Permanent Part-Time - Hourly Rates

Position Title	Authorized Number	Range	Step A	Step B	Step C	Step D	Step E
Senior Center Leader	2	19	18.25	19.16	20.12	21.12	22.18
Library Aide	1	26	21.69	22.78	23.92	25.11	26.37
Civil Engineering Technician	0	33	25.78	27.07	28.43	29.85	31.34

Part-Time - Hourly Rates

Position Title	Rate
Aquatics Aide/Pool Cashier	18.21
Assistant Pool Manager	22.74
Bus Driver	25.78
Communications Specialist	33.00
Community Center Worker (temp assignment of staff member)	22.24
Community Service Officer	19.61
Finance Assistant	22.18
Intern	20.68
Library Page	19.61
Lifeguard	18.66
Office Specialist	23.36
Police Officer Trainee	36.98
Recreation Aide	18.21
Reserve Police Officer	41.84
Senior Center Aide	18.21
Senior Library Page	21.64
Senior Lifeguard	20.59
Summer Youth Worker	15.50
Tutor	20.68

- ☒ City Council
☐ Successor Agency
☐ Housing Authority
☐ Reclamation Authority
☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 8

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration of First Amendment to the Memorandum of Understanding By and Between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024.

City Manager's Recommendation:

- 1) Approve First Amendment to the Memorandum of Understanding By and Between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 – June 30, 2024

Administrative Action:

Submitted by:

Julian A. Miranda, City Manager

Prepared by:

Mary Hull, Human Resources/Risk Manager

Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani, Finance Director/City Treasurer

Approved by:

Julian A. Miranda, City Manager

Background and Analysis

The intent of this First Amendment is to document changes to the following sections of the Memorandum of Understanding by and between the City of Irwindale (City) and the Irwindale Police Officers' Association (IPOA) that is currently in effect for the period July 1, 2020 through June 30, 2024:

- Section 01.01 UNIT & UNIT RECOGNITION
- Section 06.06 SPECIAL ASSIGNMENT PAY
- Section 06.11 MINIMUM PROMOTIONAL COMPENSATION

- Section 06.12 CORPORAL PAY AND ELIGIBILITY PROTOCOL
- Section 14.06 MINIMUM STAFFING LEVEL (MSL)

The proposed changes involve the following:

- Eliminate the Police Corporal classification.
- Eliminate the designated Field Training Officer (FTO) special assignment.
- Create a new special assignment of Police Corporal.

At present, Police Corporals do not participate in the training of new officers. However, they may act as watch commanders in the absence of a Police Sergeant. Furthermore, Police Officers who serve as designated Field Training Officers receive a stipend, irrespective of whether they are training new officers or not, and they have no additional duties outside of these training responsibilities.

The proposed responsibilities for Police Officers serving in the new special assignment of Police Corporal include:

- Training of new hires.
- Ensure that all required perishable skills training is kept current.
- Arrange for ongoing training for officers as needed.
- Create training bulletins on relevant and current topics that will benefit all officers.
- Assume the role of watch commander when Police Sergeants are not on duty.

These proposed changes aim to enhance training processes and ensure the department's readiness in terms of skills and knowledge. Integrating responsibilities such as training new hires and providing ongoing training will lead to a more efficient and well-prepared police force.

The City and the IPOA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding modifications to the IPOA MOU 2020-24. Upon City Council approval, this First Amendment will take effect immediately.

Through separate action, City Council will consider Compensation Resolution No. 2023-66-3444, which will unfund two (2) Police Corporal positions and fund two (2) Police Officer positions. Also, through separate action, City Council will consider Classification Resolution No. 2023-65-3443, eliminating the Police Corporal classification from the classification plan. It is important to note that these changes will not increase or decrease the total number of sworn positions.

Fiscal Impact:

The proposed changes in the Police Department will result in an overall increase in budget of 5%, which equals \$5,290 based on a Police Officer's salary range of 52 (\$41.8433 - \$50.8611). There is sufficient funding in the Fiscal Year 2023-2024 Adopted Budget, and no additional funds will be needed.

Attachment: FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE OFFICERS' ASSOCIATION JULY 1, 2020 - JUNE 30, 2024

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY
AND BETWEEN THE CITY OF IRWINDALE AND THE IRWINDALE POLICE
OFFICERS' ASSOCIATION JULY 1, 2020 - JUNE 30, 2024**

This First Amendment to the Memorandum of Understanding by and between the City of Irwindale and the Irwindale Police Officers' Association July 1, 2020 - June 30, 2024 (hereinafter "IPOA MOU 2020-24") is made and entered into by and between the City of Irwindale, a municipal corporation (hereinafter "City"), and the Irwindale Police Officers' Association (hereinafter the "Association" or the "Recognized Employee Organization").

R E C I T A L S:

WHEREAS, on April 13, 2022, the City Council approved a Tentative Agreement for Successor MOU between the IPOA and City of Irwindale for the period of July 1, 2020 through June 20, 2024 with the adoption of Resolution No. 2022-27-3277;

WHEREAS, on February 8, 2023, the City Council approved IPOA MOU 2020-24;

WHEREAS, the City and the Association's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding modifications to the IPOA MOU 2020-24;

WHEREAS, the City and the Association's authorized labor relations representatives determined that the current classification of Police Corporal should be eliminated in favor of making the position of Police Corporal a rotating special assignment rather than a permanent classification;

WHEREAS, the City and the Association now desire to amend the IPOA MOU 2020-24 to provide for the elimination of the classification of Police Corporal and the elimination of the special assignment of designated Field Training Officer, and provide for the new special assignment of Police Corporal, which modified terms have been ratified by the IPOA membership and is subject to City Council approval and adoption of this First Amendment to the IPOA MOU 2020-24.

NOW, THEREFORE, it is hereby agreed that the IPOA MOU 2020-24 is amended in the following particulars only:

Article 01, Section 01.01 of the IPOA MOU 2020-24, entitled "UNIT & UNION RECOGNITION," shall be amended to read as follows (deletions in ~~strike through~~; changes in ***bold italics***):

SECTION 01.01 UNIT & UNION RECOGNITION

For the purposes of meeting its obligations under this Memorandum of Understanding (hereinafter referred to as the "MOU"), the Meyers-Milias-Brown Act, Government Code Sections 3500 et seq, City rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the City of Irwindale (hereinafter referred to as the

"City") hereby affirms its recognition of the Irwindale Police Officers' Association (hereinafter referred to, along with any successor employee organizations, as the "Recognized Employee Organization"), an unincorporated association, as the exclusive and majority representative of the employee bargaining unit containing the following position titles and salary ranges, effective July 11, 2021, (hereinafter referred to as the "IPOA Unit"):

<u>Position Title</u>	<u>Salary Range</u>
Police Sergeant	63
Police Corporal	54
Police Officer	52
Police Dispatcher/Clerk	38
Reserve Police Officer	Hourly (at will)

Police Corporal classification is hereby eliminated effective August 23, 2023.

Article 06, Section 06.06 of the IPOA MOU 2020-24, entitled "SPECIAL ASSIGNMENT PAY," shall be amended to read as follows (deletions in ~~striketrough~~; changes in ***bold italics***):

SECTION 06.06 SPECIAL ASSIGNMENT PAY

Effective August 23, 2023, IPOA Unit members in the following special assignments shall receive the following special assignment bonus pay in addition to basic compensation:

5.0% for up to four Police Corporals (based on current staffing levels and needs of the Department);

5.0% for Detective;

5.0% for Detective Sergeant;

2.5% for Range Master;

5.0% for Motor Officer;

5.0% for Commercial Enforcement Officer;

5.0% for K-9 Officer;

~~2.5% for two designated Field Training Officers (the designated Training officers at the discretion of the Chief of Police can be assigned training related activities when not performing direct field training.);~~

2.5% for officers acting in the capacity of a Field Training Officer; and

2.5% for full-time permanent Police Dispatcher/Clerks who are acting in the capacity of "Training Dispatcher."

Article 06, Section 06.11 of the IPOA MOU 2020-24, entitled "MINIMUM PROMOTIONAL COMPENSATION," shall be amended to read as follows (deletions in ~~striketrough~~; changes in ***bold italics***):

SECTION 06.11 MINIMUM PROMOTIONAL COMPENSATION

City Personnel Rules 5.15.1 B is incorporated herein and requires that where an IPOA Unit member "who is promoted shall be compensated at the Step in the new salary range which

comes nearest to but not less than five (5%) percent higher than the Step the employee held in the previous salary range." This provision shall also apply to the Corporal position, which is a promotional position over Police Officer.

Article 06, Section 06.12 of the IPOA MOU 2020-24, entitled "CORPORAL PAY AND ELIGIBILITY PROTOCOL," shall be amended to read as follows (deletions in ~~striketthrough~~; changes in ***bold italics***):

SECTION 06.12 CORPORAL *SPECIAL ASSIGNMENT* PAY—AND ELIGIBILITY PROTOCOL

The position of Corporal shall be compensated at a rate that is at least five (5%) percent over that of Police Officer. The City agrees that by salary compensation resolution it will have at least two (2) budgeted corporal positions and use best efforts to fill these positions. If the City intends to eliminate one of these budgeted positions, then it must first meet and confer with the Recognized Employee Organization. ***To be considered for the Police Corporal special assignment, candidates must meet the following eligibility requirements at the time of application deadline: Eligibility requires Possession of an Intermediate POST Certificate, three four*** years as a full-time police officer with at least two years as a full-time Irwindale Police Officer as of the application deadline. Eligible candidates must pass a written test selected and/or developed at the City's sole discretion with score of seventy (70%) percent in order to proceed to an oral interview. Appointment ***to this special assignment*** shall be ***at the City's sole discretion*** consistent with ***the Police Department Policy Manual*** City Personnel Rules.

Article 14, Section 14.06 of the IPOA MOU 2020-24, entitled "MINIMUM STAFFING LEVEL (MSL)," shall be amended to read as follows (deletions in ~~striketthrough~~; changes in ***bold italics***):

SECTION 14.06 MINIMUM STAFFING LEVEL (MSL)

Minimum staffing levels (MSL) for each patrol shift (A & B) shall be as follows: 1-Watch Commander at the rank of Sergeant or ***a Police Officer serving in the special assignment of*** Corporal; 3 Patrol Officers. Generally, traffic officers, the K-9 unit, Detectives and Reserve Officers on mandatory shift assignment will not be used to meet MSL unless special circumstances exist. For the purpose of meeting MSL requirements, it is the intent of this provision to replace personnel with appropriately qualified personnel of comparable rank ***or special assignment***. For example, when the scheduled patrol watch commander is unable to work, a replacement watch commander should be of the appropriate rank, Sergeant or ***a Police Officer serving in the special assignment of*** Corporal. If a patrol officer is unable to work, then a patrol officer shall be called in as a replacement. Qualified Level I Reserve Officers may be used to replace a patrol officer position if no patrol officers are available to cover the shift. The Department will attempt to use payback time for replacements as often as possible; however, the safety of the patrol officers and duty to the City shall be the priority when locating replacements.

The representatives of the City and of the Association have jointly prepared this First Amendment to the IPOA MOU 2020-24, and jointly present same to the City Council of the City of Irwindale for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this First Amendment to the IPOA MOU 2020-24, all other provisions of the IPOA MOU 2020-24 shall remain in full force and effect. The parties also knowledge that this First Amendment to the IPOA MOU 2020-24 shall not be in full force and effect until approved by the City Council of the City of Irwindale. Subject to the foregoing and in witness whereof, this First Amendment is hereby executed by the authorized representatives of the City and the Association and entered into as of this ___th day of August, 2023.

IT IS SO AGREED:

CITY OF IRWINDALE

**IRWINDALE POLICE OFFICERS'
ASSOCIATION**

Julian A. Miranda, City Manager/Municipal
Employee Relations Representative

Jesus Bravo, IPOA President

Mary Hull, Human Resources/Risk Manager

Manuel Campos, IPOA Vice President

Approved as to form
Aleshire & Wynder, LLP

Adrian R. Guerra, City Attorney

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 9

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Acceptance of the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II; P-1043

City Manager's Recommendation:

That the City Council (1) ratify changes to the original scope of work and accept the improvements and maintenance responsibilities for the constructed improvements of the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II; (2) approve the final construction project amount of \$399,561.59 under the construction contract with Vance Corporation; (3) approve final construction management and inspection services contract with FCG Consultants in the amount of \$76,266.06; (4) authorize the City Clerk to record the Notice of Completion; and (5) authorize the Finance Director to release the 5% retention amount for the construction project.

Administrative Action:

Submitted by:

Eddie Chan,
Director of Engineering/ Building Official

Prepared by:

Sarah Rocha, Engineering Technician
(626) 430-2264

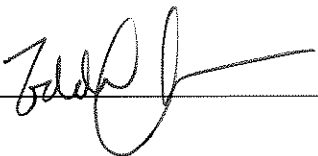
Reviewed by:

Adrian R. Guerra, City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

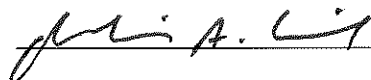
Approved by:

Julian A. Miranda,
City Manager



Electronically approved
by City Attorney

Electronically Approved



Background and Analysis:

On March 22, 2023, the City Council awarded the 2022-2023 Resurfacing Program: Residential Resurfacing Project – Phase II to Vance Corporation in the amount of \$394,774.10, plus a 20% contingency in the amount of \$78,954.00 for a total of \$473,728.10.

During the course of work, the City Council approved and directed staff to move forward with the recommendations to remove the raised crosswalk and install additional advisory signage along Calle de Paseo. This additional work totaled \$16,670.40 was issued as change order for this project.

This project has been completed per the approved plans and specifications. The final construction costs of the Residential Resurfacing Project – Phase II, including the additional work on Calle de Paseo, is \$399,561.59, which is \$74,166.51 less than the authorized amount. Staff recommends that the City Council ratify the changes in the contract amount due to the additional work.

The City Council awarded the contract for construction management and inspection services to FCG Consultants for \$86,238.03 plus a 20% contingency for \$17,247.00, with a total amount of \$103,485.03. The final amount of the services provided is \$76,266.06, which is \$27,218.10 less than the authorized amount.

Ratification of the changes in the work and acceptance of the work by the City Council complies with the acceptance and prompt payment provisions of the Public Contract Code.

The total cost of the project is \$479,210.31. This includes the design, advertisement, bidding, inspection, construction, and all other associated costs for this project as shown below:

Construction	\$ 399,561.59
Construction Management & Inspection	\$ 76,266.06
Other Costs (Advertisement, PS&E Reproduction, etc.)	\$ 3,382.66
Total Cost of Project	\$ 479,210.31

The total cost of the project is \$479,210.31, which is \$263,559.69 less than the total budget of \$742,770.00.

The Project is now complete and staff recommends that City Council accept the improvements and maintenance responsibility for the Residential Resurfacing Project – Phase II. Acceptance of the improvements by City Council will render the project complete. Once the project is complete, the City will file a Notice of Completion and release the retention amount for the project. Staff therefore recommends that the City Council authorize the City Clerk to record the Notice of Completion and authorize the Finance Director to release the 5% retention amount for the construction project.

Fiscal Impact:

The 5% retention payable amount for Vance Corporation is \$19,978.08. There is sufficient funding available in the budget to pay for this amount. Future request for the reallocation of the remaining \$263,559.69 budget to the Residential Resurfacing Project – Phase III will be presented to the City Council for consideration at the time service contract is being awarded.

Attachments:

- Notice of Completion

RECORDING REQUESTED BY: /
CITY OF IRWINDALE /
/

WHEN RECORDED MAIL TO: /
Eddie Chan /
City of Irwindale /
Public Works Engineering /
5050 N. Irwindale Avenue /
Irwindale, CA 91706 /
/
/
/

SPACE ABOVE THIS LINE FOR RECORDER'S USE

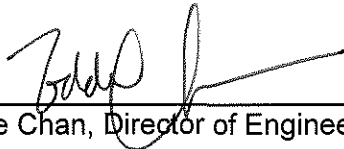
**NOTICE OF COMPLETION OF
PUBLIC IMPROVEMENT AND WORK**

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is: DEDICATED PUBLIC ROAD RIGHT OF WAY EASEMENTS
2. The full name of the owner is: CITY OF IRWINDALE.
3. The full address of the owner is: 5050 NORTH IRWINDALE AVENUE, IRWINDALE, CALIFORNIA, 91706.
4. On the 23rd day of AUGUST 2023, there was completed upon the hereinafter-described real property the following work: 2022-2023 RESURFACING PROGRAM: RESIDENTIAL RESURFACING PROJECT - PHASE II (P-1043).
5. The name of the original contractor for the work described above was: VANCE CORPORATION
6. The real property referred to herein is situated in the City of Irwindale, County of Los Angeles, State of California and is described as follows: MARTINEZ STREET, BACA AVENUE, CALLE DEL SUR, SABRE LANE, CALLE BRECEDA, NORA AVENUE, CALLE BURROLA AND FRAIJO AVENUE.

DATED: _____, 2023

ATTEST:



Eddie Chan, Director of Engineering/Building Official
City of Irwindale

Chief Deputy City Clerk

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by _____,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal) Signature _____

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 11

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Veteran's Monument – Option to Approve or Deny Name of Veteran

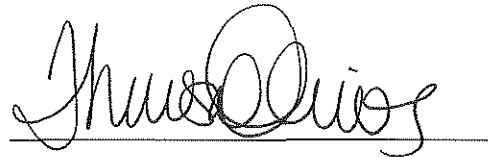
City Manager's Recommendation:

That the City Council consider the City of Irwindale Veteran Monument Application submission for adding Jesse Paul Marquez's name on the Veteran's Monument.

Administrative Action:

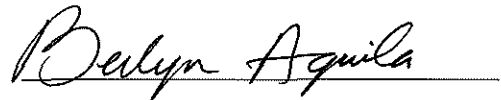
Submitted by:

Theresa Olivares, Assistant City Manager
(626) 430-2294



Prepared by:

Berlyn Aguila, Management Analyst



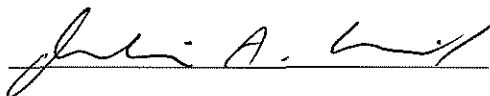
Reviewed by:

Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

The City of Irwindale Veterans Memorial is dedicated to all men and women who have given their life in the service of their country. The names represented on the wall are of American veterans living or deceased, who have served in the U.S. Armed Forces, received an honorable discharge, lived in the City of Irwindale at some point in their life, or have made significant contributions to the Irwindale community as determined by the City Council.

City of Irwindale Veteran Monument Applications are accepted on a regular basis. Applications received by June 30th along with a copy of a DD Form 214 or any other legal documentation verifying branch, rank, and honorable discharge, will be inscribed and honored at the following annual Veterans Day Ceremony.

The application for Irwindale resident Mr. Jesse Paul Marquez met all the requirements listed. If approved by the City Council, the inscription and military service will be honored on November 11, 2023, at the Veterans Day ceremony.

Fiscal Impact:

The adopted Fiscal Year 2023-2024 budget includes sufficient funding for this inscription. No additional amount is being requested.

Attachments:

1. City of Irwindale Veterans Monument Application
2. DD Form 214

RECEIVED

NOV 09 2022

CITY OF IRWINDALE
CITY CLERKS DEPT.



City of Irwindale
Veterans Monument
Application

Office Use:

Date Rec'd: 11/9/22

By: Marilyn Aguilar

Any American Veteran, living or deceased, who served in the U.S. Armed Forces, received an honorable discharge, and lived in Irwindale at some point during his or her lifetime, or made a significant contribution to the Irwindale community (such as an employee or volunteer), as determined by the City Council, is eligible to have his or her name on the Irwindale Veterans Monument. Applications are accepted on a continuous basis. Only those applications received by **June 30** of the application year and confirmed with a **copy of a DD214 or other legal documentation** verifying branch, rank and honorable discharge will be inscribed and honored at the following Annual Veterans' Day Ceremony*.

Please forward the application and all documents to:

Irwindale City Hall/Administration
5050 N. Irwindale Avenue
Irwindale, CA 91706

Select one of the following:

☒ City of Irwindale Resident (Complete Sections A, B, & D)

☐ Non-Irwindale Resident Applicant (Complete Sections A, C, & D)

SECTION A: VETERAN INFORMATION

List name as it is to appear on the monument:

MARQUEZ JESSE PAUL
Last Name First Name Middle Name or Initial

US ARMY SP/5 (ACTIVE)
Branch Last Rank Date of Service
JAN 4 - 1966 JAN 3, 1968

Phone No.: [REDACTED] -Mail: [REDACTED]

Select one of the following and provide the required information:

☒ Address at the time of entry ☐ Address at the time of discharge

[REDACTED] L.A. CA.
Address City State

Type of Discharge: HONORABLE Service No/SSN: [REDACTED]

Comments: _____

Called: 11/9/22

Emailed: 11/9/22

SECTION B: IRWINDALE RESIDENCY INFORMATION

☐ Former Irwindale Resident

☒ Current Irwindale Resident

Provide Irwindale residency address:

[REDACTED]

Address (Number and Street)

3-2017 - PRESENT
From (Date)/To (Date)

SECTION C: NON-IRWINDALE RESIDENT INFORMATION

☐ Current or Former City of Irwindale
Employee (non-resident only)

☐ Community Volunteer
(requires council approval)

Employment History:

Department

Position/Title

From (Date)/To (Date)

Volunteer History:

From (Date)/To (Date): _____ Department: _____

Event/Activity: _____

SECTION D: DECLARATION

I declare and affirm under penalty of perjury that the statements made herein are true and correct to the best of my knowledge. I understand that if I willfully misrepresent or recklessly disregard any fact on this application, the above name will not be engraved on the Irwindale Veterans Monument.

Signature: Jesse Paul Marquez

Printed Name: JESSE PAUL MARQUEZ Date: 11-9-22

*Applicants must receive confirmation of a submitted application from this office in order for the respective Veteran's name to be inscribed by the Veterans' Day Ceremony in November. Please call (626) 430-2299 if you have not received confirmation within four weeks after your submission.

OFFICE USE ONLY

City Council Action Date (if required) : _____ ☐ Approve ☐ Deny

Date Added to Monument: _____

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

PERSONAL DATA	1. LAST NAME - FIRST NAME - MIDDLE NAME MARQUEZ, JESSE PAUL		2. SERVICE NUMBER [REDACTED]		3. SOCIAL SECURITY NUMBER [REDACTED]	
	4. DEPARTMENT, COMPONENT AND BRANCH OR CLASS ARMY AUS QMC		5. GRADE, RATE OR RANK SP5 (T) see 30 E-5		6. DATE OF RANK 22 Apr 67	
	7. U. S. CITIZEN ☒ YES ☐ NO		8. PLACE OF BIRTH (City and State or Country) Los Angeles, California		9. DATE OF BIRTH [REDACTED]	
SELECTIVE SERVICE DATA	10. a. SELECTIVE SERVICE NUMBER 4 121 46 252		b. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, COUNTY, STATE AND ZIP CODE LB #121, Los Angeles, California		c. DATE INDUCTED 4 Jan 66	
	11. a. TYPE OF TRANSFER OR DISCHARGE Trf to USAR		b. STATION OF INSTALLATION AT WHICH EFFECTED Fort MacArthur, California			
TRANSFER OR DISCHARGE DATA	c. REASON AND AUTHORITY Chap 2 Sec VI AR 635-200 SPN 201 ETS		d. EFFECTIVE DATE 3 Jan 68		e. TYPE OF CERTIFICATE ISSUED None	
	12. LAST DUTY ASSIGNMENT AND MAJOR COMMAND Hq Co USAG (6004-00) Ft MacArthur, California Sixth US Army		13. CHARACTER OF SERVICE HONORABLE		14. REENLISTMENT CODE RE-1	
	14. DISTRICT, AREA COMMAND OR CORPS TO WHICH RESERVIST TRANSFERRED USAR Control Group (Annual Training) US Army Administration Center, St Louis, Mo 63132		15. REENLISTMENT CODE RE-1			
	16. TERMINAL DATE OF RESERVE DAY MONTH YEAR 3 Jan 72		17. CURRENT ACTIVE SERVICE OTHER THAN BY INDUCTION a. SOURCE OF ENTRY: ☐ ENLISTED (First Enlistment) ☐ ENLISTED (Prior Service) ☐ REENLISTED ☒ OTHER NA		b. TERM OF SERVICE (Years) NA	
SERVICE DATA	18. PRIOR REGULAR ENLISTMENTS NA		19. GRADE, RATE OR RANK AT TIME OF ENTRY INTO CURRENT ACTIVE SVC PVT E-1 (P)		20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City and State) Los Angeles, California	
	21. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE a. (P Code) [REDACTED] Los Angeles, LA Co., California		22. STATEMENT OF SERVICE			
	23. SPECIALTY NUMBER & TITLE 76H20 Trans Sup & Parts Spec		b. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER 222.138 Shipping Clerk		c. FOREIGN AND/OR SEA SERVICE 1 0 0	
	24. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED		25. EDUCATION AND TRAINING COMPLETED			
	Marksman (Rifle)		Air Medal			
	VietNam Service Medal		VietNam Campaign Medal			
	National Defense Service Medal		ATP21-114			
	Twelve (12) years - (Civilian)		Code of Conduct			
	USATSCH - 6 weeks 1966 - Trans Sup & Parts Spec		Military Justice			
	VA AND EMP. SERVICE DATA	26. a. NON-PAY PERIODS TIME LOST (Preceding Two Years) NA		b. DAYS ACCRUED LEAVE PAID NA		27. a. INSURANCE IN FORCE (NSLI or USGLI) ☐ YES ☒ NO
28. VA CLAIM NUMBER NA		29. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE ☒ \$10,000 ☐ \$5,000 ☐ NONE				
REMARKS	30. REMARKS Blood Group: O Pos Item 5a: PFC E-3 (P) Aptd 22 June 1966					
	31. PERMANENT ADDRESS FOR MAILING - PROPOSED AFTER TRANSFER OR DISCHARGE (Street, RFD, City, County, State and ZIP Code) [REDACTED] La Puente, LA Co., California 91746					
AUTHENTICATION	32. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER E. J. WILCOX, Cpl, USA, Asst Adjutant		33. SIGNATURE OF PERSON BEING TRANSFERRED OR DISCHARGED <i>Jesse P. Marquez</i>			
	34. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>E. J. Wilcox</i>		35. SIGNATURE OF OFFICER AUTHORIZED TO SIGN <i>[Signature]</i>			

DD FORM 214
1 JUL 66

PREVIOUS EDITIONS OF THIS FORM
ARE OBSOLETE EFFECTIVE 1 JAN 67.

GPO : 1968 O - 238-125

ARMED FORCES OF THE UNITED STATES
REPORT OF TRANSFER OR DISCHARGE

1

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 12

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Discussion and Direction for Translation Services

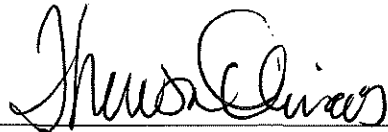
City Manager's Recommendation:

That the City Council of the City of Irwindale discuss and provide direction regarding the Parks and Recreation Commission's request for staff to use a translation service to translate City publications from English to Spanish.

Administrative Action:

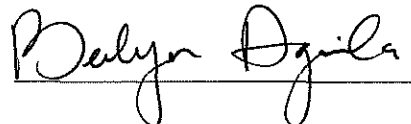
Submitted by:

Theresa Olivares, Assistant City Manager



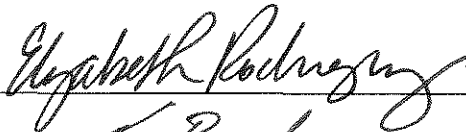
Prepared by:

Berlyn Aguila, Management Analyst



Reviewed by:

Elizabeth Rodriguez, Public Services Director

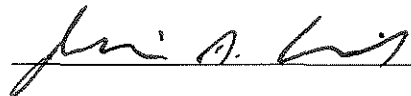


Kambiz Borhani, Finance Director / City Treasurer



Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On June 1, 2022, the Parks and Recreation Commission made a request for the Recreation Department to translate the department's program and event flyers into Spanish. This request was followed up on May 3, 2023, requesting that all flyers be translated into Spanish.

City's Current Practice

The manner in which the City shares information with the community has changed due in large part to technological advancements. The City made a conscious effort several years ago to reduce its carbon footprint by reducing the number and frequency of resident mailers. To assist with this endeavor, the City utilizes its website and social media accounts to share information with the community.

In addition to posting department flyers for events and programs on the City website and social media, the City also offers residents the ability to receive communication in the mail. The City's current practice for resident mailings includes: 1) opt-in mailers and 2) citywide mailers. There are currently 51 residents who opt-in to receive the City's monthly mailer. This opt-in mailer includes department calendars and routine event and program flyers. On an annual basis, the City sends out a citywide mailer for residents to opt-in and receive monthly mailings. Additionally, the City sends out citywide mailers (mailings to all city residents), including the City Newsletter, job openings, new programs and events offered by departments, waste hauling services, community meetings and workshops, and other notices deemed of importance to mail citywide.

Although the request from the Commission was specific to the Recreation Department, other departments (Administration, Aquatics, Community Development, Engineering, Library, Police Department, Public Services, and Senior Center) prepare flyers for events and programs; therefore, all City publications have been considered in this analysis. The table below identifies the number of citywide resident flyers prepared for 2020, 2021, 2022, and through July 2023.

	Opt-In	City Wide	TOTAL
2020	16	118	134
2021	58	202	260
2022	116	111	227
2023 (Jan – July)	54	87	141

Survey Results

Staff conducted a survey (Attachment "A") to find out which cities translate city flyers, translation service providers, and the cost of translation services. As a follow-up to the survey, eight vendors were contacted to inquire about the cost of translating the City's flyers and newsletter from English to Spanish.

Staff estimates the annual cost to translate all City flyers and the City Newsletter is approximately \$28,000.00. The average rate for translation services is \$0.18 per word, along with a fixed desktop publishing (DTP) fee ranging from \$15.00 to \$70.00 per page. On a yearly basis, the City sends out an average of 144 citywide flyers, 63 opt-in flyers, and six (6) bi-monthly newsletters. The average cost to translate is \$111 for every double-sided flyer and \$800 for a six (6) page newsletter. Translation services require four (4) business days, and a newsletter will require seven (7) business days.

Additional Information to Consider

1. In May 2019, staff presented a report to the City Council related to the production of a city newsletter, including translation costs. Due to the costs associated with staffing, printing, and translation services, the City Newsletter is currently printed every other month in English.
 2. Due to time constraints, every flyer may not be able to be translated into Spanish (i.e., job announcements, time-sensitive information, urgent matters).
 3. Staff currently translates some notices into Spanish (i.e., housing information, important workshops/community meetings, firework information, etc.).
- Staff is available to explain information and services to the public in Spanish.

Options

Staff is requesting that the City Council consider one of the following options and provide direction to staff:

1. Continue with the current practice of only translating important citywide documents such as meetings/workshops. This is currently completed by staff; or
2. Translate all citywide flyers and the bi-monthly newsletter; or
3. Provide additional recommendations for consideration.

Fiscal Impact:

This agenda report has no fiscal impact.

Attachment:

1. Municipal Management Association of Southern California Survey

Municipal Management Association of Southern California Survey

Agency Recommended	Name of Vendor	Types of Services Used by Agency
City of Los Angeles	Focus Interpreting	Notices
City of Carlsbad	Language Line Solutions	Verbal Translations
City of Duarte	International Effectiveness Center	Flyers and election notices
LA County Treasurer	Green Translations	Mailing inserts, letters, and website content
City of La Verne	ACP Publications and Marketing	Digital water quality reports
City of Moorpark	All Languages Interpreting & Translation	Legal notices
City of Temple City	Translation4all	Election notices
City of Vernon & Glendale	Reliable Translations	Notices

- ☒ City Council
- ☐ Successor Agency
- ☐ Housing Authority
- ☐ Reclamation Authority
- ☐ Joint Powers Authority

City of
IRWINDALE
AGENDA REPORT

CC Item 13

Date: August 23, 2023
To: Honorable Mayor and Members of the City Council
From: Julian A. Miranda, City Manager
Issue: Consideration to extend the Hours of Operation for Transportation of Excavated Aggregates from the Olive Pit to United Rock Products Pit No. 2 until September 30, 2023.

City Manager's Recommendation:

That the City Council consider allowing United Rock Products, Inc. (United) to continue the current hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until September 30, 2023. The current hours of operation are:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month)

Administrative Action:

Submitted by:

Eddie Chan
Director of Engineering/City Engineer

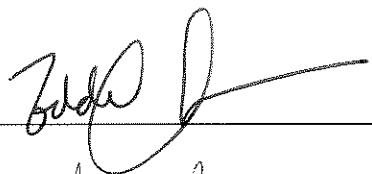
Marilyn Simpson
Community Development Director

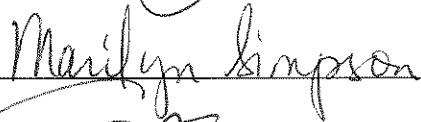
Prepared by:

Francisco Carrillo
Construction Compliance Manager

Reviewed by:

Adrian R. Guerra, City Attorney







Electronically approved
by City Attorney

Kambiz Borhani,
Finance Director / City Treasurer

Electronically Approved

Approved by:

Julian A. Miranda, City Manager



Background and Analysis:

On April 26, 2023, the City Council approved the request from United Rock Products, Inc. (United) to extend their hours of operation for transportation of excavated aggregates from the Olive Pit to United Rock Products Pit No. 2 (URP-2) until August 31, 2023, and to re-evaluate United's request before granting another extension period provided United continues to make progress on the installation of the traffic signal at the Olive Pit entrance on Los Angeles Street.

Currently, United's operating hours for transportation of excavated aggregates from the Olive Pit to URP-2 are:

Monday to Friday 7 a.m. to 3 p.m.
Saturday 7 a.m. to 5 p.m. (Only the 2nd and 4th Saturday of each month)

- 1) Since the approval of the extended hours of operation, United continues to make progress on the installation of the traffic signal at the Olive Pit entrance on Los Angeles Street. The need for an encroachment permit from SCRRA (Metrolink) caused a delay to the completion of the project. City staff has been informed by Metrolink that United is very close to securing this permit. Thus, completion of the traffic signal is anticipated to be September 30, 2023.
- 2) United also continues its efforts to perform street sweeping at least three (3) times per day and continues its efforts to monitor and manage trucking speed.
- 3) United continues its efforts to obtain the final approval of the traffic signal at the intersection of Azusa Canyon Road and Los Angeles Street. Staff is currently assisting United to obtain a Right-of-Way dedication from the Southeast corner property for this proposed Traffic Signal Improvement. In cooperation with its consultants and various agencies, United anticipates the final approval of the design of this project in late 2023.

Based on Staff's assessment, United is meeting the City Council's criteria regarding the traffic signal construction at the Olive Pit entrance on Los Angeles Street. Therefore, Staff recommends allowing United to continue the hours of operation indicated above until September 30, 2023.

Fiscal Impact: None

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

SA Item 14A

**JULY 26, 2023
WEDNESDAY
8:02 P.M.**

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Mark A. Breceda, Larry G. Burrola, Manuel R. Garcia; Mayor Pro Tem Albert F. Ambriz; Mayor H. Manuel Ortiz

Also Present: Julian A. Miranda, City Manager; Adrian Guerra, City Attorney; Theresa Olivares, Assistant City Manager; Christopher Hofford, Chief of Police; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Eddie Chan, Director of Engineering / Building Official; Elizabeth Rodriguez, Public Services Director; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Deputy City Clerk

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Councilmember Breceda, seconded by Mayor Ortiz, to approve the Consent Calendar. The motion was unanimously approved; Councilmember Breceda abstaining on Item No. 12A and Mayor Ortiz abstaining on Item No. 12B

**ITEM NO. 12
MINUTES**

MINUTES

The following minutes were approved:

- A) Regular meeting held June 28, 2023 (Breceda abstained)
- B) Regular meeting held July 12, 2023 (Ortiz abstained)

**ITEM NO. 13
WARRANTS**

WARRANTS

The warrants were approved.

**ITEM NO. 14
INVESTMENT
QUARTERLY REPORT
FOR FISCAL QUARTER
ENDING JUNE 30, 2023,**

**INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER
ENDING JUNE 30, 2023 (Joint Item with City Council and Housing
Authority)**

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending June 30, 2023.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:03 p.m.

Laura M. Nieto, MMC
Chief Deputy City Clerk

Accounts Payable

Checks by Date - Summary by Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check No	Vendor No	Vendor Name	Check Date	Check Amount
80493	USBANK03	US Bank Trust N.A.	08/10/2023	6,450.00
Report Total (1 checks):				6,450.00

Electronic Payments

Successor Agency

July 2023

July 1 - 31, 2023



Number	Vendor Name	Date	Amount
5990348	2005 Txble Hsg TA Prty Bd		1,545,738.93
5990760	2014 Txble Hsg TA		284,684.38
	Report Total:		<u>1,830,423.31</u>

**IRWINDALE CITY COUNCIL CHAMBERS
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706**

**JULY 26, 2023
WEDNESDAY
8:03 P.M.**

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Board Members Mark A. Breceda, Larry G. Burrola;
Manuel R. Garcia; Vice Chair Albert F. Ambriz; Chair H. Manuel Ortiz

Also present: Julian A. Miranda, Executive Director; Adrian Guerra, General Counsel; Christopher Hofford, Chief of Police; Theresa Olivares, Assistant Executive Director; Kambiz Borhani, Director of Finance / City Treasurer; Marilyn Simpson, Community Development Director; Elizabeth Rodriguez, Public Services Director; Eddie Chan, Director of Engineering / Building Official; Mary Hull, Human Resources Manager, and Laura Nieto, Chief Assistant Authority Secretary

AB 2449 DISCLOSURES None.

CONSENT CALENDAR

MOTION

A motion was made by Board Member Breceda, seconded by Vice Chair Ambriz, to approve the Consent Calendar. The motion was unanimously approved; Boardmember Burrola abstaining on Item No. 15A and Chair Ortiz abstaining on Item No. 15C.

**ITEM NO. 15
MINUTES**

MINUTES

The following minutes were approved:

- A) Special joint meeting held June 28, 2023
- B) Regular meeting held June 28, 2023
- C) Special joint meeting held July 12, 2023

**ITEM NO. 16
INVESTMENT
QUARTERLY REPORT
FOR FISCAL
QUARTER ENDING
JUNE 30, 2023**

**INVESTMENT QUARTERLY REPORT FOR FISCAL QUARTER
ENDING JUNE 30, 2023 (Joint Item with City Council and Successor
Agency)**

The City Council, Successor Agency Board, and Housing Authority Board received and filed the Investment Quarterly Report for the fiscal quarter ending June 30, 2023.

END OF CONSENT CALENDAR

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:04 p.m.

Laura M. Nieto, MMC
Chief Assistant Authority Secretary