

# CITY OF HUNTINGTON PARK

## City Council

## Regular Meeting

## Agenda

**Tuesday, June 21, 2022**

6:00 p.m.  
City Hall Council Chambers  
6550 Miles Avenue, Huntington Park, CA 90255

**Graciela Ortiz**  
Mayor

**Eduardo “Eddie” Martinez**  
Vice Mayor

**Karina Macias**  
Council Member



**Marilyn Sanabria**  
Council Member

**Manuel “Manny” Avila**  
Council Member

All agenda items and reports are available for review in the City Clerk’s Office and [www.hpca.gov](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk’s Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT  
WHILE COUNCIL IS IN SESSION. Thank you.**

**PLEASE NOTE**--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

### **PUBLIC COMMENT**

*Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing. If you would like to comment on any listed Agenda Items or Non-Agenda Items, please email the City Clerk's office at [publiccomment@hpcg.gov](mailto:publiccomment@hpcg.gov) or [Esarmiento@hpcg.gov](mailto:Esarmiento@hpcg.gov) or by telephone, by calling (323) 584-6297, up to one (1) hour, prior to the start of the meeting. Public Comments will then be read during public comment and made part of the record. Below is the virtual link and toll free phone number to participate in the meeting.*

### **JOIN VIRTUALLY AT:**

<https://zoom.us/j/97897123169?pwd=NkhsNEFacUZCMmJyVFRkOFBsQXZMdz09>

### **OR PARTICIPATE BY PHONE AT:**

- **Toll Free: 669-900-9128,**
- **Meeting ID: 978 9712 3169, then #**
- **Password: 632516**

*ATTENDEES WILL BE MUTED UNTIL THE PUBLIC PARTICIPATION PERIOD IS OPENED. If you are joining by phone, press \*9 to be placed in the queue to speak and \*6 to unmute your line. Comments from the public are limited to 3 minutes per speaker.*

*In the interest of Public Health and Safety in order to minimize the spread of the COVID 19 virus, you are strongly encouraged to observe the City Council meetings on the City of Huntington Park's website at [www.hpca.gov](http://www.hpca.gov) or virtually via the Zoom link provided above.*

*The City of Huntington Park thanks you in advance for your cooperation.*

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

### **Additions/Deletions to Agenda**

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

### **Important Notice**

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at [www.hpca.gov](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

### **CALL TO ORDER**

### **ROLL CALL**

Mayor Graciela Ortiz  
Vice Mayor Eduardo "Eddie" Martinez  
Council Member Karina Macias  
Council Member Marilyn Sanabria  
Council Member Manuel "Manny" Avila

### **INVOCATION**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION(S)**

- 1. ART WALK FESTIVAL WINNERS**
- 2. WORLD ELDER ABUSE AWARENESS DAY PROCLAMATION**
- 3. RECOGNITION OF LINDA E. MARQUEZ HIGH SCHOOL BAND**
- 4. EDUCATORS TEN-YEAR ANNIVERSARY**

## **PUBLIC COMMENT**

*Hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing, any emailed public comment will be read into the record at this time.*

*Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.*

## **STAFF RESPONSE**

RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(4)  
Consideration of initiation in one potential case
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)
4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(d)(2)

## **CLOSED SESSION ANNOUNCEMENT**

### **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

## **OFFICE OF THE CITY CLERK**

### **1. CITY COUNCIL MEETING MINTUES**

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):

- 1-1. Special City Council Meeting held May 24, 2022
- 1-2. Special City Council Meeting held May 31, 2022

**2. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

RECOMMENDED THAT CITY COUNCIL:

Adopt Resolution No. 2022-19 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

**FINANCE**

**3. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

Approve Accounts Payable and Payroll Warrant(s) dated June 21, 2022;

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PARKS AND RECREATION**

**4. CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF HUNTINGTON PARK'S 2022, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

RECOMMENDED THAT CITY COUNCIL:

- 1. Approve a budget appropriation to provide pyrotechnic services for the City of Huntington Park's 2022, 4<sup>th</sup> of July Celebration in 2022-2023 Fiscal Year Budget; and
- 2. Authorize the City Manager to budget \$40,000 in the 2022-2023 Fiscal Year budget; and
- 3. Authorize City Manager to execute the agreement if a sole-source provider is identified.

**POLICE DEPARTMENT**

**5. ASSEMBLY BILL 481 MILITARY EQUIPMENT USE POLICY**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Huntington Park Police Department's current and future Military Equipment List of specialized equipment and its Military Equipment Use Policy; and
  2. Provide the Chief of Police direction to bring back a proposed Ordinance for its first reading and introduction after the 30-day online publication requirement of the Military Equipment Use Policy is satisfied; and
  3. Hold a public hearing in conjunction with the Council meeting where the public may comment on the Policy before City Council.
6. **AUTHORIZATION TO RENEW THE PARTNERSHIP AGREEMENT WITH LOS ANGELES COUNTY OFFICE OF YOUTH DIVERSION AND DEVELOPMENT PROGRAM AND APPROVE ALMA FAMILY SERVICES AS THE YOUTH DIVERSION SERVICES PROVIDER**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Partnership Agreement with both The Los Angeles County Office of Youth Diversion and Development (YDD), and Alma Family Services (AFS); and
  2. Authorize the City Manager to execute the Agreement.
7. **APPROVAL OF SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to execute a six (6) year Service and System Upgrade Agreement with Motorola Solutions in an amount not to exceed \$158,090.27 over the six-year course of the agreement; and
2. Authorize the City Manager to waive the formal bid process and approve a sole source purchase due to proprietary software and hardware that can only be serviced and upgraded by the manufacturer (Motorola Solutions); and
3. Authorize the City Manager to budget \$24,404.29 in the 2022-2023 Fiscal Year budget to cover the cost of year one of the agreement.

**COMMUNITY DEVELOPMENT**

8. **AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR THE PURPOSE OF COMMUNITY DEVELOPMENT COMPLIANCE SERVICES**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize a Request for Qualifications (RFQ) process for the purpose of soliciting qualifications from interested parties for Community Development services related to CDBG and HOME programs.

## **PUBLIC WORKS**

### **9. CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION**

RECOMMENDED THAT CITY COUNCIL:

1. Adopt Resolution No. 2022-18 declaring surplus property and authorize the disposal of said property through US Auctions; and
2. Authorize staff to sell via auction.

### **10. CONSIDERATION AND APPROVAL TO MODIFY HUNTINGTON PARK EXPRESS LOCAL TRANSIT BUS SHUTTLE STOP LOCATIONS**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the relocation of certain Huntington Park Express Local Transit Bus Shuttle stops in order to enhance American with Disabilities (ADA) access and increase reliability and timeliness performance.

### **11. CONSIDERATION AND APPROVAL TO EXTEND PACIFIC PIPELINE SYSTEM LLC'S FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize City Manager to sign the franchise agreement extension letter for Pacific Pipeline System LLC to operate and maintain a hydrocarbon pipeline within the City limits.

### **12. CONSIDERATION AND APPROVAL TO PURCHASE A SCISSOR LIFT PURSUANT TO MUNICIPAL CODE SECTION 2-5.13 (C) AND PUBLIC CONTRACT CODE, DIVISION 2. GENERAL, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 2.5. EMERGENCY CONTRACTING PROCEDURES [22050- 22050.]**

RECOMMENDED THAT CITY COUNCIL:

1. Pursuant to Municipal Code Section 2-5.13 (c) Emergency purchase and Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.] authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to purchase a scissor lift to replace the

utility service boom truck utilized to service high to reach infrastructure and facilities;

2. Approve the purchasing of an electric drive scissor lift from Southwest Toyota Lift for a not-to-exceed amount of \$37,000 payable from Account #535-8090-452.74-10 (\$24,158) and Account #111-8095-431.61-50 (\$17,777); and
3. Authorize the City Manager to accept and execute the quote.

## **CITY MANAGER**

### **13. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR ON-PREMISES DATABASE HOSTING SERVICES**

RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement to Lan Wan Enterprise to provide On-Premises Database Hosting Services for a not-to-exceed amount of \$984,772;
2. Approve a budget appropriation for Fiscal Year 2022-2023 in the amount of \$475,000 from account 111-9050-462.74-10 American Rescue Funds Capital Equipment and \$96,000 from account 111-9050-462.56-41 American Rescue Funds Contractual Services for payment to provide On-Premises Database Hosting Services; and
3. Authorize the City Manager to negotiate final terms and execute the Professional Services Agreement.

## **END OF REGULAR AGENDA**

### **DEPARTMENTAL REPORTS** (Information only)

### **WRITTEN COMMUNICATIONS**

### **COUNCIL COMMUNICATIONS**

**Council Member Manuel "Manny" Avila**

**Council Member Marilyn Sanabria**

**Council Member Karina Macias**

**Vice Mayor Eduardo "Eddie" Martinez**

**Mayor Graciela Ortiz**

### **ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, July 5, 2022 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hpca.gov](http://www.hpca.gov) not less than 72 hours prior to the meeting. Dated this 16th day of June 2022.



Eduardo Sarmiento, City Clerk

**ITEM NO. 1**

ATTACHMENT "A"

## **MINUTES**

Special Meeting of the  
City of Huntington Park City Council  
Tuesday, May 24, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:05 p.m. on Tuesday, May 24, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

**PRESENT:** Councilmember(s): Marilyn Sanabria, Karina Macias, Vice-Mayor Eduardo "Eddie" Martinez, and Mayor Graciela Ortiz. Councilmember Manny Avila was absent.

**CITY OFFICIALS/STAFF:** Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services – Absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

### **INVOCATION**

Invocation was led by Mayor Ortiz.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by special student guest.

### **PRESENTATION(S)**

#### **1. MENTAL HEALTH AWARENESS ACKNOWLEDGEMENTS**

### **PUBLIC COMMENTS**

The following people provided public comment:

1. Olga E. Portillo
2. Aida Vega
3. Richard Gastelum

### **STAFF RESPONSE**

Mayor Ortiz directed staff to reach out to Ms. Portillo for an application for street vending in response to her public comment.

## **CLOSED SESSION**

Prior to closed session Mayor Ortiz suggested moving closed session to the end of the Council meeting.

**MOTION:** Councilmember Sanabria moved to adjust the City Council agenda and move closed session to the end of the meeting. Seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Councilmember(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz.

**NOES:** None

**ABSENT:** Councilmember Avila

City Council proceeded to address the special agenda items.

## **SPECIAL MEETING AGENDA**

### **PARKS AND RECREATION**

#### **1. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE YOUTH TUTORING**

**MOTION:** Councilmember Macias moved to Award a professional service agreement (PSA) as it relates to providing Youth Tutoring Services, to Southeast Community Foundation as a responsive and responsible proposer for a not-to-exceed amount of \$76,612; and authorize the City Manager to execute the PSA, seconded by Councilmember Sanabria. Motion carried by unanimous consent.

**AYES:** Council Member(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

**NOES:** None

**ABSENT:** Councilmember Avila

### **FINANCE**

#### **2. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO THE FINANCIAL AUDITING SERVICES PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND EADIE + PAYNE, LLP**

**MOTION:** Councilmember Sanabria moved to approve the Second Amendment to the Financial Auditing Services Professional Services Agreement between the City of Huntington Park and Eadie + Payne, LLP; and appropriate \$210,000 in account number 111-3010-415.32-40 from General Fund unappropriated fund balance; and authorize the City Manager to execute the agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

**NOES:** None

**ABSENT:** Councilmember Avila

### **END OF SPECIAL AGENDA**

#### **CLOSED SESSION**

City Attorney Almazan announced it is now appropriate that City Council recess into closed session to discuss the matters listed under the close session portion of the agenda.

Mayor Ortiz recessed to closed session at 6:33 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles Superior Court Case No. 20STCPO3947

Mayor Ortiz reconvened to open session at 6:50 p.m.

#### **CLOSED SESSION ANNOUNCEMENT**

City Attorney Araceli Almazan announced the minutes should reflect that with four members of the City Council present, the one (1) item listed on the close session agenda were discussed. With regard to item one (1), Council was briefed, but no final action was taken. This concluded the closed session report.

#### **DEPARTMENTAL REPORTS**

Communications Director Sergio Infanzon provided a report on recently held community event and provided date for upcoming events.

#### **WRITTEN COMMUNICATIONS**

None

**COUNCIL COMMUNICATIONS**

Councilmember Marilyn Sanabria wished everyone a goodnight.

Councilmember Karina Macias thanked staff and Mayor Ortiz for the efforts in bringing the tutoring fruition.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe, and wished everyone a goodnight.

Mayor Ortiz thanked staff and those in attendance tonight. She also thanked staff for the hard work with the tutoring program and the countless students in will benefit. She also wished everyone a goodnight.

**ADJOURNMENT**

Mayor Ortiz adjourned the meeting at 6:52 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday June 7, 2022 at 6:00 pm

Respectfully submitted,



\_\_\_\_\_  
Eduardo Sarmiento, City Clerk

ATTACHMENT "B"

## **MINUTES**

Special Meeting of the  
City of Huntington Park City Council  
Tuesday, May 31, 2022

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:04 p.m. on Tuesday, May 31, 2022, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Graciela Ortiz presiding.

**PRESENT:** Councilmember(s): Marilyn Sanabria, Karina Macias, Vice-Mayor Eduardo "Eddie" Martinez, and Mayor Graciela Ortiz. Councilmember Manny Avila was absent.

**CITY OFFICIALS/STAFF:** Ricardo Reyes, City Manager Ricardo Reyes; Cesar Roldan, Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano, Chief of Police, Director of Finance & Administrative Services – Absent; Steve Foster, Director of Community Development; Sergio Infanzon, Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

### **INVOCATION**

Invocation was led by Mayor Ortiz.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Sergio Pena

Mayor Ortiz requested a motion from Council to rearrange the order of the agenda.

**MOTION:** Councilmember Sanabria motioned to rearrange the order of the agenda and move the presentations items to the end of the agenda. Seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Councilmember(s) Sanabria, Macias, Vice Mayor, and Mayor Ortiz.

**NOES:** None

**ABSENT:** Councilmember Avila

## **PRESENTATION(S)**

- 1. RECOGNITION OF HUNTINGTON PARK HIGH SCHOOLS VALEDICORTIAN AND SALUTATORIAN**
- 2. RECOGNITION OF LOCAL AREA EDUCATORS OF THE YEAR**
- 3. PROMOTION AND BADGE PINNING FOR LIEUTENANT ELSA COBIAN**
- 4. PRIDE MONTH PROCLAMATION AND PRESENTATION**

## **PUBLIC COMMENTS**

None

## **STAFF RESPONSE**

None

## **CLOSED SESSION**

Prior to closed session City Manager Reyes requested a motion to table the single item listed on the closed session agenda to the next regularly scheduled City Council meeting.

**MOTION:** Councilmember Sanabria moved to table the one item listed on the closed session agenda to the next regularly scheduled City Council meeting. Seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Councilmember(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz.

**NOES:** None

**ABSENT:** Councilmember Avila

City Council proceeded to address the special agenda items.

## **CONSENT CALENDAR**

**MOTION:** Councilmember Sanabria moved to approve the consent calendar, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

**NOES:** None

**ABSENT:** Councilmember Avila

## **OFFICE OF THE CITY CLERK**

**1. CITY COUNCIL MEETING MINTUES**

Approve Minute(s) of the following City Council Meeting(s):

1-1. Regular City Council Meeting held May 17, 2022

**2. FINANCE**

CHECK REGISTERS

Approve Accounts Payable and Payroll Warrant(s) dated May 31, 2022;

**SPECIAL MEETING AGENDA**

Mayor Ortiz recused herself prior to item three (3) being introduced to City Council.

**3. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SENATE BILL 1 THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**MOTION:** Councilmember Sanabria moved to Adopt Resolution No. 2022-17 approving the Fiscal Year 2022-23 project list for Senate Bill 1, the Road Repair and Accountability Act of 2017; and authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Sanabria, Macias, Vice Mayor Martinez, and Mayor Ortiz

**NOES:** None

**ABSENT:** Councilmember Avila

Mayor Ortiz rejoined the City Council

**END OF SPECIAL AGENDA**

**CLOSED SESSION**

Closed session item was tabled to the next regularly scheduled meeting of the City Council

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles Superior Court Case No. 20STCPO3947

**CLOSED SESSION ANNOUNCEMENT**

None

**DEPARTMENTAL REPORTS**

None

**WRITTEN COMMUNICATIONS**

None

**COUNCIL COMMUNICATIONS**

Councilmember Marilyn Sanabria congratulated all of the individuals that were recognized and wished everyone a goodnight.

Councilmember Karina Macias thanked all the parents for their efforts in helping their children achieve their goals.

Vice Mayor Eduardo "Eddie" Martinez thanked staff for all their efforts and keeping us safe, and thanked all the recipients for their hard work and wished everyone a goodnight.

Mayor Ortiz thanked all the educators, students, and staff for pulling this special meeting together. She closed by wishing everyone a great summer.

**ADJOURNMENT**

Mayor Ortiz adjourned the meeting at 7:12 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday June 7, 2022 at 6:00 pm

Respectfully submitted,

  
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Eduardo Sarmiento, City Clerk

**ITEM NO. 2**

# CITY OF HUNTINGTON PARK

City Clerk's Office  
City Council Agenda Report



June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING THE CITY TO CONTINUE ITS TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

Adopt Resolution No. 2022-19 to Authorize the City of Huntington Park to Conduct Teleconferenced Open Meetings in Accordance with Assembly Bill 361.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of this resolution is to clarify that cities may continue to meet remotely in accordance with the procedures outlined by previous executive orders issued. Assembly Bill (AB) 361 allows cities to continue to meet remotely during gubernatorial states of emergency under modified Brown Act provisions. The provisions enacted in AB 361 providing flexibility to meet remotely during a proclaimed emergency *will sunset on January 1, 2024*.

AB 361 amends Government Code § 54953 to provide more clarity on the Brown Act's rules and restrictions surrounding the use of teleconferencing to conduct meetings. AB 361 provides relief from teleconferencing requirements, including the obligation to post meeting agendas at all teleconference locations for local agencies. However, the meeting must still be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Meaning, although local agencies are relieved from this obligation, local agencies should endeavor to post meeting agendas at all usual locations where it remains feasible to do so.

Additionally, AB 361 clarifies on the following:

**(A) State of Emergency: Teleconferencing will be Allowed as long as There is an Active Gubernatorial State of Emergency**

## ADOPT RESOLUTION NO. 2022-15 AUTHORIZING THE CITY TO IMPLEMENT TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361

June 21, 2022

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The bill amends the Brown Act to allow local agencies to continue using teleconferencing and virtual meeting technology ***as long as there is a gubernatorial “proclaimed state of emergency.”*** It is not sufficient that county and/or city officials have issued a local emergency declaration – the emergency declaration must be one that is made pursuant to the California Emergency Services Act (Gov’t Code § 8625).

### **(B) Public Participation and Public Comment**

#### ***(1) Local agencies must ensure that the opportunity for the public to participate in a meeting remains as accessible as possible***

This means that local agencies cannot discriminate against members of the public participating either remotely or in-person. For instance, local agencies must clearly advertise how members of the public can observe a public meeting or offer comment during a meeting remotely, via either a call-in or internet-based option. Additionally, local agencies are required to provide the remote access information which includes the URL, email addresses, phone numbers, etc. Any of the information related to participation must be included in the relevant meeting notice(s) and meeting agenda(s).

#### ***(2) Legislative Bodies must offer the public a chance to comment in real time and until comment period is closed***

Additionally, AB 361 requires a public comment period where the public can address the legislative body directly. It expressly prohibits the board from limiting public comments to only comments submitted in advance. Additionally, the legislative body must allow for public comment (written and/or remote) up until the public comment period is closed at the meetings. Until such time during a meeting that the chairperson (or other authorized person) calls for a close to the public comment period, members of the public are allowed to submit their public comments directly or indirectly, orally, written, or otherwise. An individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body that requires registration to log in to a teleconference, may be required to register as required by the third-party internet website or online platform to participate.

### **(C) Technical Issues**

As discussed above, the agenda must include information on the way the public may access the meeting and provide comments remotely. ***If technical problems arise that result in the public’s access being disrupted, the local agency may not take any vote or other official action until the technical disruption is corrected and public access is restored.*** (Gov’t Code § 54953(e)(2)(D).)

### **(D) Local agency must make findings every 30 days by majority vote to continue exemptions to teleconferencing rules**

A local agency acting under the teleconference exemptions ***must make findings about whether the circumstances explained above still apply.*** Specifically, when there is a

**ADOPT RESOLUTION NO. 2022-15 AUTHORIZING THE CITY TO IMPLEMENT  
TELECONFERENCED OPEN MEETINGS PURSUANT TO ASSEMBLY BILL 361**

June 21, 2022

Page 2 of 2

continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make ***specified findings*** not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and ***to make those findings every 30 days thereafter***, in order to continue to meet under these abbreviated teleconferencing procedures pursuant to AB 361.

As a result, it is recommended that a resolution be considered by City Council to make said findings (i.e., The legislative body has reconsidered the circumstances of the state of emergency; AND, Any of the following circumstances exist: (i) The state of emergency continues to directly impact the ability of the members to meet safely in person; and/or (ii) State or local officials continue to impose or recommend measures to promote social distancing), consistent with AB 361, and reconsider said resolution every 30 days thereafter by a majority vote, should the City desire to move in that direction.

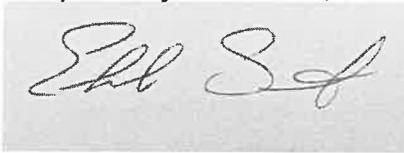
**FISCAL IMPACT/FINANCING**

There is no fiscal impact with this action.

**CONCLUSION**

The goal of AB 361 is “to improve and enhance public access to local agency meetings during the Covid-19 pandemic and future applicable state of emergencies, by allowing wider access through conducting teleconferencing meetings consistent with Executive Order N-29-20. In accordance, the City Attorney’s Office has prepared a Resolution for City Council’s consideration that would authorize the City to conduct teleconferenced public meetings in accordance to AB 361. Upon Council approval, we will proceed with the recommended actions.

Respectfully submitted,



EDUARDO SARMIENTO  
City Clerk

ARNOLD M. ALVAREZ-GLASMAN  
City Attorney

**ATTACHMENT(S)**

- A. Resolution No. 2022-19 Authorizing the City to Implement Teleconferenced Open Meetings Pursuant to Assembly Bill 361
- B. Full Text of Assembly Bill 361

**ATTACHMENT "A"**



1           **WHEREAS**, California Assembly Bill 361 was signed into law on September 16,  
2 2021 and amended Government Code Section 54953; and

3           **WHEREAS**, Assembly Bill 361 has several requirements to ensure the public can  
4 view and make public comments during the teleconferenced open meetings, including:

- 5           • To provide notice of how members of the public may access the meeting  
6 and offer public comments, including the chance for all persons to attend  
7 the meeting via a call-in or internet-based service option;
- 8           • The City Council cannot take further action on agenda items when there is  
9 a disruption which prevents the public agency from broadcasting the  
10 meeting, or in the event of a disruption within the City Council's control  
11 which prevents members of the public from offering public comments, until  
12 public access is restored;
- 13           • Prohibiting City Council from requiring public comments to be submitted in  
14 advance of the meeting and would specify that the City Council must  
15 provide an opportunity for the public to address the City Council and offer  
16 comments in real time;
- 17           • Prohibiting City Council from closing the public comment period until the  
18 public comment period has elapsed or until a reasonable amount of time  
19 has elapsed; and

20           **WHEREAS**, Government Code Section 54953(e)(3)(A-B) permits public  
21 meetings by teleconference but requires agendas be posted at all teleconference  
22 locations, each teleconference location shall be identified in the notice and agenda of  
23 the meeting or proceeding, and each teleconference location shall be accessible to  
24 the public; and

25           **WHEREAS**, Government Code Section 54953(b)(3) provides an alternative to  
26 having public meetings in accordance with Government Code Section 54953(b)(3) when  
27 City Council has reconsidered the circumstances of the COVID-19 state of emergency  
28 and that the following circumstances exists;

- 1           1. The state of emergency as a result of COVID-19 continues to directly impact  
2 the ability of the members of City Council and the members of the City's  
3 subordinate Committees, Commissions, and Boards to meet safely in  
4 person; and
- 5           2. The State of California and the City of Huntington Park continue to impose or  
6 recommend measures to promote social distancing

7           **WHEREAS**, the City of Huntington Park continues to impose or recommend  
8 measures to promote social distancing, which includes, but is not limited to:

- 9           1. For the safety of everyone and due to COVID-19, not allowing the public to  
10 attend City Council meetings in person.
- 11           2. Posting COVID-19 safety measures.

12           **WHEREAS**, the proposed action is exempt from the requirements of the California  
13 Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section

1 15378(b)(5), in that adopting a Resolution authorizing the City Manager to conduct  
2 teleconferenced public meetings for all City's Committees, Commissions, and Boards,  
3 does not meet CEQA's definition of a "project", because the action does not have the  
4 potential for resulting in either a direct physical change in the environment or a reasonably  
5 foreseeable indirect physical change in the environment, and because the action  
6 constitutes organizational or administrative activities of governments that will not result in  
7 direct or indirect physical changes in the environment and is exempt pursuant to Section  
8 15269(c) of the CEQA Guidelines, as specific actions necessary to prevent or mitigate an  
9 emergency; and

10 **WHEREAS**, the City Council has considered all information related to this  
11 matter, as presented at the public meetings of the City Council identified herein;

12 **WHEREAS**, the City Council finds it is in the best interest of the City to  
13 implement teleconferenced open meetings pursuant to Assembly Bill 361; and

14 **WHEREAS**, the Huntington Park City Council have determined that the provisions  
15 contained herein are necessary for the preservation of the public health and safety;

16 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON  
17 PARK DOES HEREBY RESOLVE AS FOLLOWS:**

18 **SECTION 1.** The City of Huntington Park shall charge the fee amount specified  
19 in Exhibit A – Proposed Fee Changes to the Master Fee Schedule for Fiscal Year  
20 2018-19, attached hereto and incorporated herein by this reference, for each itemized  
21 service listed herein.

22 **SECTION 2.** That based on the City's powers, City Council may at its sole and  
23 absolute discretion, establish by resolution to authorize the City to conduct  
24 teleconferenced open meetings pursuant to Assembly Bill 361; and

25 **SECTION 3.** That the City Council of the City of Huntington Park has reconsidered  
26 the circumstances of COVID-19 state of emergency and that the following circumstances  
27 continue to exist:

- 28 • The state of emergency as a result of COVID-19 continues to directly impact  
the ability of the members of City Council and the City's subordinate  
Committees, Commissions, and Boards to meet safely in person; and
- The State of California and the City of Huntington Park continue to impose  
or recommend measures to promote social distancing.

**SECTION 4.** Adoption of this Resolution declares and affirms that the City Council  
of the City of Huntington Park authorizes that public meetings be teleconferenced in  
accordance to the provisions within AB 361.

**SECTION 5.** It is hereby proclaimed and ordered that during the existence of said  
local emergency, the powers, functions, and duties of the emergency organization of the  
City shall be as prescribed by federal, state, and county law, as well as the laws,  
ordinances and resolutions of the City of Huntington Park.

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**SECTION 6.** If any section, subsection, paragraph, sentence, clause, phrase, or portion thereof, of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council declares that it would have adopted this Resolution, and each section, subsection, paragraph, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, paragraphs, sentences, clauses, phrases, or portions thereof, be declared invalid or unconstitutional. To this end, the provisions of this Resolution are declared to be severable.

**SECTION 7.** That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions and is directed to transmit a certified copy of this Resolution to the Board of Supervisors and the County Clerk of the County of Los Angeles.

**PASSED, APPROVED AND ADOPTED this 21th day of June 2022.**

\_\_\_\_\_  
Gabriela Ortiz,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Eduardo Sarmiento,  
City Clerk

ATTACHMENT "B"

## Assembly Bill No. 361

### CHAPTER 165

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor September 16, 2021. Filed with  
Secretary of State September 16, 2021.]

#### LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly

resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and

to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 89305.6 is added to the Education Code, to read:  
89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing

and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically

or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body

shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter

2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for

the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting

of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting,

members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the

legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint

powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable emergencies, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

**ITEM NO. 3**

**City of Huntington Park  
List of Funds**

<b>Fund</b>	<b>Description</b>
111	General Fund
121	Special Revenue Welfare Inmate
122	Prevention Intervention
152	Greenway Linear Park Project
210	Measure M
216	Employees Retirement Fund
217	OPEB
219	Sales Tax - Transit Proposition A
220	Sales Tax - Transit Proposition C
221	State Gasoline Tax Fund
222	Measure R
224	Office of Traffic & Safety
225	Cal Cops Fund
226	Air Quality Improvement Trust
227	Office of Criminal Justice
228	Bureau of Justice Fund
229	Police Forfeiture Fund
231	Parking System Fund
232	Art in Public Places Fund
233	Bullet Proof Vest Grant
239	Federal Community Development Block Grant
242	HUD Home Program
275	Successor Agency
283	Sewer Maintenance Fund
285	Solid Waste Management Fund
287	Solid Waste Recycle Grant
334	Ped/Bike Path Fund
475	Public Financing Authority
535	Street Lighting and Landscape
681	Water Department Fund
741	Fleet Maintenance
745	Self-Insurance Fund

City of Huntington Park  
Demand Register  
6/21/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY, INC	314318-00	535-8090-452.74-10	REPAIR PART FOR RP PARK	12,646.42
				<b>\$12,646.42</b>
ABBA TERMITE & PEST CONTROL	49743	111-7065-441.61-20	BEE HIVE REMOVAL	195.00
				<b>\$195.00</b>
ADAPT CONSULTING, INC.	23414B	287-8057-432.61-20	RECYCLE PLASTIC FUNNEL	304.62
				<b>\$304.62</b>
ADLERHORST INTERNATIONAL LLC	108283	111-7010-421.61-20	TRAINING AID	183.18
				<b>\$183.18</b>
ALADDIN LOCK & KEY SERVICE	32094	111-8020-431.43-10	NEW SET OF KEYS	467.47
				<b>\$467.47</b>
ALAN'S LAWN AND GARDEN CENTER, INC.	716201	741-8060-431.43-20	FLEET REPAIRS	117.05
	716202	741-8060-431.43-20	FLEET REPAIRS	209.65
				<b>\$326.70</b>
ALL CITY MANAGEMENT SERVICES, INC	77342	111-7022-421.56-41	SCHOOL CROSSING GUARD	10,670.25
	77681	111-7022-421.56-41	SCHOOL CROSSING GUARD	10,888.02
	77942	111-7022-421.56-41	SCHOOL CROSSING GUARD	10,870.65
				<b>\$32,428.92</b>
ALVAREZ-GLASMAN & COLVIN	2022-01-20300	111-0220-411.32-70	LEGAL SERVICES	51,066.30
	2022-01-20301	111-0220-411.32-70	LEGAL SERVICES	334.50
	2022-01-20302	111-0220-411.32-70	LEGAL SERVICES	8,426.00
	2022-01-20303	111-0220-411.32-70	LEGAL SERVICES	1,965.00
	2022-01-20304	111-0220-411.32-70	LEGAL SERVICES	435.50
	2022-01-20305	111-0220-411.32-70	LEGAL SERVICES	3,135.24
	2022010220236	745-9031-413.52-30	SETTLEMENT PAYMENT	4,125.00
	2022010220239	745-9031-413.52-30	SETTLEMENT PAYMENT	3,345.00
	20220120238	745-9031-413.52-30	SETTLEMENT PAYMENT	40.00
				<b>\$72,872.54</b>
AMAZON.COM SERVICES, INC.	163N-64LL-HWMC	111-6065-451.57-46	SENIOR DANCE SUPPLIES	334.45
	1JNM-RFXJ-VNPR	111-8020-431.61-20	CELL PHONE CASE FOR STAFF	25.28
	196K-YGX1-Y6T6	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	727.32
	1JFC-VY74-4CY7	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	958.98
	13TF-61GR-31L3	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	118.71
	13TF-61GR-HKQJ	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	165.30
	1CDM-FYLN-H6QT	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	332.80
	1CW1-Q9V6-67WC	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	1,326.80
				<b>\$3,989.64</b>
AMERICAN CELEBRATIONS	277454	232-6010-466.13-00	HELIUM REFILL SERVICE	138.92
				<b>\$138.92</b>
ASCAP	500637328	111-6020-451.56-41	MUSIC LICENSE	780.00
				<b>\$780.00</b>
AT&T	5/22-6/21	111-6010-419.53-10	SALT LAKE CAMERAS	175.13
	18153411	111-7010-421.53-10	PD PHONE DISPATCH	357.90
	18229946	111-7010-421.53-10	PD PHONE DISPATCH	387.59

City of Huntington Park  
Demand Register  
6/21/2022

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AT&T	5/21-6/20	111-9010-419.53-10	COMMUNITY CENTER PHONE	80.25
	5/23-6/22	111-9010-419.53-10	PUBLIC WORKS YARD PHONE	80.25
	5/28-6/27	111-9010-419.53-10	RAUL PEREZ PARK PHONE	69.55
	5/28-6/27	111-9010-419.53-10	FREEDOM PARK PHONE	69.55
	6/1-6/30	111-9010-419.53-10	SALT LAKE PARK PHONE	69.55
	5/5-6/4	121-7040-421.56-14	INMATE PHONE SERVICE	59.90
				<b>\$1,349.67</b>
AT&T MOBILITY	X05142022	111-7010-421.53-10	PD WIRELESS PHONES	1,214.04
	X05252022	111-7010-421.53-10	PD WIRELESS PHONES	4,026.30
				<b>\$5,240.34</b>
AT&T PAYMENT CENTER	4/28-5/27	111-7010-421.53-10	PD PHONE SERVICES	2,436.26
				<b>\$2,436.26</b>
	30443	745-9031-413.32-70	LEGAL SERVICES	519.99
BDG LAW GROUP	30781	745-9031-413.32-70	LEGAL SERVICES	105.00
	30907	745-9031-413.32-70	LEGAL SERVICES	14,129.73
				<b>\$14,754.72</b>
BIG BELLY SOLAR, INC	41106	285-8050-432.74-10	RENEWAL TRASH STATIONS	8,445.12
				<b>\$8,445.12</b>
BLACK AND WHITE EMERGENCY VEHICLES	4500	111-7022-421.61-28	UNIT 918 REPAIR	100.00
				<b>\$100.00</b>
BOB BARKER COMPANY INC.	INV1771775	121-7040-421.56-14	JAIL SUPPLIES	753.12
				<b>\$753.12</b>
BRADLEYS PLASTIC BAG CO	345656	111-7022-421.61-27	JAIL SUPPLIES	149.58
				<b>\$149.58</b>
BRINK'S INCORPORATED	4882417	111-9010-419.33-10	MONEY TRANSPORTATION	253.84
	4882418	111-9010-419.33-10	MONEY PROCESSING	170.41
				<b>\$424.25</b>
CALIFORNIA POLICE CHIEFS ASSN.	22188	111-7010-421.59-15	MEMBERSHIP RENEWAL	1,852.00
				<b>\$1,852.00</b>
CANNON CORPORATION	80478	111-8010-431.76-12	CONSTRUCTION INSPECTION	2,775.00
				<b>\$2,775.00</b>
CELICA QUINONES	05232022	111-6010-451.56-41	DOCS FOR LA COUNTY PARKS	156.00
				<b>\$156.00</b>
CENTRAL FORD	390412	219-8085-431.43-21	PARTS FOR UNIT	162.92
	390427	219-8085-431.43-21	PARTS FOR UNIT	851.53
	390429	219-8085-431.43-21	PARTS FOR UNIT	-55.13
	390430	219-8085-431.43-21	PARTS FOR UNIT	-91.88
	390725	219-8085-431.43-21	PARTS FOR UNIT	91.88
	390177	741-8060-431.43-20	PARTS FOR PD UNIT	85.11
	390194	741-8060-431.43-20	PARTS FOR PD UNIT	74.84
	390228	741-8060-431.43-20	PARTS FOR UNIT 912	28.51
	390547	741-8060-431.43-20	PARTS FOR UNIT	145.24
	390735	741-8060-431.43-20	PARTS FOR UNIT	587.41

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CENTRAL FORD	390864	741-8060-431.43-20	PARTS FOR UNIT	189.63
	C86325	741-8060-431.43-20	REPAIR ON TRUCK	6,826.79
<b>CHAMPION CJD</b>				<b>\$8,896.85</b>
	661072	741-8060-431.43-20	AC CONDENSER POLICE UNIT	294.80
				<b>\$294.80</b>
CHARTER COMMUNICATIONS	0019175060122	111-7010-421.53-10	CITY CLERK TV SERVICES	21.19
	046706905722	111-7010-421.53-10	PD INTERNET	1,650.00
	0514415053022	111-7010-421.53-10	PD INTERNET	669.85
	0511353051922	111-9010-419.53-10	CITY HALL BACKUP INTERNET	399.94
	0389644053122	121-7040-421.56-14	PD TV SERVICES	356.51
				<b>\$3,097.49</b>
CINDI CAYAX	2119	111-6065-451.57-46	SENIOR ZUMBA CLASSES	385.00
	2000	232-6010-466.55-56	SENIOR ZUMBA CLASSES	70.00
				<b>\$455.00</b>
CINTAS CORPORATION NO 3	4120168586	741-8060-431.56-41	UNIFORM DRY CLEANING	385.20
	4120933323	741-8060-431.56-41	UNIFORM DRY CLEANING	400.25
	4121585574	741-8060-431.56-41	UNIFORM DRY CLEANING	400.25
				<b>\$1,185.70</b>
CITY CLERKS ASSOCIATION OF CA	300000983	111-1010-411.64-00	CLERK MEMBERSHIP DUES	200.00
	300001065	111-1010-411.64-00	CLERK MEMBERSHIP DUES	200.00
				<b>\$400.00</b>
COMMERCIAL TIRE COMPANY	1-173350	741-8060-431.43-20	SERVICE CALL UNIT 411	200.00
				<b>\$200.00</b>
COUNTY OF LA DEPT OF PUBLIC WORKS	RE-PW-220509067	221-8014-429.56-41	TRAFFIC SIGNAL MAINT	1,075.63
				<b>\$1,075.63</b>
COUNTY OF LOS ANGELES PUBLIC HEALTH	AR0141987	111-6010-451.56-41	SPLASH PAD LICENSE FEE	672.00
				<b>\$672.00</b>
CR&R INCORPORATED	000125751	111-8027-431.56-59	WASTE & RECYCLING SVCS	16,680.00
				<b>\$16,680.00</b>
DAPEER, ROSENBLIT & LITVAK	20211	111-0220-411.32-70	LEGAL SERVICES-PD	315.00
				<b>\$315.00</b>
DATAPROSE, INC.	DP2202030	681-3022-415.53-20	WATER BILLS & POSTAGE	1,650.47
	DP2202030	681-3022-415.56-41	WATER BILLS & POSTAGE	1,098.68
				<b>\$2,709.15</b>
DAY WIRELESS SYSTEMS	INV724989	111-7010-421.56-41	MAINTENANCE AGREEMENT SVCS	938.23
	INV727461	111-7010-421.56-41	BILLING SERVICES	1,696.90
				<b>\$2,635.13</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	03252022	111-7065-441.56-41	ANIMAL CARE	10,332.69
	05252022	111-7065-441.56-41	ANIMAL CARE	11,289.93
				<b>\$21,622.62</b>
DEPARTMENT OF JUSTICE	583265	111-7030-421.56-41	FINGERPRINT APPS	857.00
				<b>\$857.00</b>

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DEPARTMENT OF RESOURCES RECYCLING	1449352	111-8027-431.56-59	PAYMENT FOR CAL RECYCLE	67.59
DF POLYGRAPH	2022/3	111-7010-421.56-41	POLYGRAPH EXAMINATIONS	1,225.00
				<b>\$1,225.00</b>
DUNN EDWARDS CORPORATION	2009340287	111-8020-431.43-10	PAINT AND SUPPLIES	220.18
	5009016560	111-8020-431.43-10	PAINT AND SUPPLIES	-50.28
	2009339851	111-8095-431.61-50	PAINT FOR GRAFFITI	338.94
				<b>\$508.84</b>
E.J. WARD, INC.	0079034-IN	741-8060-431.43-20	FUEL TAGS FOR FLEET CARS	2,141.89
				<b>\$2,141.89</b>
EBONY BATISTE	04152022	111-6021-413.61-15	BANNER	22.44
				<b>\$22.44</b>
EL GRANERO GRILL, INC.	02042022	239-0280-490.51-03	SENIOR MEALS	950.00
				<b>\$950.00</b>
EPIC SPORTS, INC.	6250597	111-6030-451.61-35	SPORTS SUPPLIES	330.63
				<b>\$330.63</b>
EXPRESS TRANSPORTATION SERVICES LLC	HPE06012022	111-0000-362.20-15	FIXED ROUTE TRANSIT SVCS	-2,500.00
	HPE06012022	219-0000-340.30-00	FIXED ROUTE TRANSIT SVCS	-2,037.00
	HPE06012022	219-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	35,054.33
	HPE06012022	220-8085-431.56-43	FIXED ROUTE TRANSIT SVCS	35,054.34
	HPE06012022	222-8010-431.56-43	FIXED ROUTE TRANSIT SVCS	35,054.33
				<b>\$100,626.00</b>
FERGUSON ENTERPRISES INC	1374304	111-8020-431.43-10	SUPPLIES FOR KELLER PARK	62.56
				<b>\$62.56</b>
FIDELIA MORAGA	1000047.004	111-0000-347.50-00	CLASS REFUND	40.00
				<b>\$40.00</b>
GEORGE CHEVROLET	112626	741-8060-431.43-20	SEALANT FOR SHOP	33.08
	113207	741-8060-431.43-20	PARTS FOR POLICE UNIT	133.99
				<b>\$167.07</b>
GLORIA'S RESTAURANT, INC.	042722-051322	239-0280-490.51-03	SENIOR MEALS	6,180.00
				<b>\$6,180.00</b>
GUN DOG SUPPLY, LLC	2037346	111-7022-421.61-24	HARDSHELL SUPPLIES	511.09
				<b>\$511.09</b>
H.P. TEST ONLY	21554	741-8060-431.43-20	SMOG TEST	35.00
	22277	741-8060-431.43-20	SMOG CHECK	35.00
	22283	741-8060-431.43-20	SMOG CHECK	35.00
	22286	741-8060-431.43-20	SMOG CHECK	35.00
	22459	741-8060-431.43-20	SMOG TEST	35.00
	22487	741-8060-431.43-20	SMOG CHECK	35.00
				<b>\$210.00</b>
HASA, INC.	816285	681-8030-461.41-00	SODIUM HYPOCHLORITE	226.88
	816288	681-8030-461.41-00	SODIUM HYPOCHLORITE	137.04
	816289	681-8030-461.41-00	SODIUM HYPOCHLORITE	226.88

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HASA, INC.	818265	681-8030-461.41-00	SODIUM HYPOCHLORITE	226.88
	818266	681-8030-461.41-00	SODIUM HYPOCHLORITE	228.41
	818267	681-8030-461.41-00	SODIUM HYPOCHLORITE	113.44
	820481	681-8030-461.41-00	SODIUM HYPOCHLORITE	205.57
	820576	681-8030-461.41-00	SODIUM HYPOCHLORITE	226.88
				<b>\$1,591.98</b>
HECTOR G. MORENO	05052022	111-8060-466.33-20	TAEKWONDO CLASSES	1,440.00
				<b>\$1,440.00</b>
HECTOR JIMENEZ	06012022	111-8022-419.15-20	TOOL REIMBURSEMENT	120.00
	06012022	221-8014-429.15-20	TOOL REIMBURSEMENT	180.00
	06012022	535-8016-431.15-20	TOOL REIMBURSEMENT	80.00
	06012022	681-8030-461.15-20	TOOL REIMBURSEMENT	20.00
				<b>\$400.00</b>
HERNANDEZ SIGNS, INC.	5264	111-8010-431.61-20	HIGH PERFORMANCE SEAL	650.47
				<b>\$650.47</b>
HG GRAPHIC AND PRINTING	1023	111-5010-419.61-20	CARBONLESS PAPER	229.95
	1030	111-5010-419.61-20	BUSINESS CARDS	24.81
				<b>\$254.76</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN018202	111-9010-419.56-41	CONTRACT SVCS- TRANS TAX	300.00
				<b>\$300.00</b>
HOME DEPOT - PUBLIC WORKS	273544	111-8020-431.43-10	BUILDING SUPPLIES	165.52
	4970600	111-8020-431.43-10	BUILDING SUPPLIES	450.76
	7522613	111-8020-431.43-10	BUILDING SUPPLIES	21.91
	8273712	111-8020-431.43-10	BUILDING SUPPLIES	86.67
	9273631	111-8020-431.43-10	BUILDING SUPPLIES	110.39
	1274136	111-8023-451.61-20	PARKS SUPPLIES	301.70
	8272977	111-8023-451.61-20	PARKS SUPPLIES	202.12
	3530067	111-8095-431.61-50	GRAFFITI SUPPLIES	472.83
	3543971	111-8095-431.61-50	GRAFFITI SUPPLIES	17.38
	8361075	111-8095-431.61-50	GRAFFITI SUPPLIES	746.47
	2361014	535-8090-452.74-10	LANDSCAPING SUPPLIES	782.31
	4380314	535-8090-452.74-10	LANDSCAPING SUPPLIES	565.38
	2380315	741-8060-431.43-20	FLEET SUPPLIES	44.44
	3361004	741-8060-431.43-20	FLEET SUPPLIES	55.86
				<b>\$4,023.74</b>
HOSE-MAN, INC.	4210710-0001-04	741-8060-431.43-20	PARTS FOR UNIT 332	41.92
	4210721-0001-04	741-8060-431.43-20	PARTS FOR UNIT 332	28.05
				<b>\$69.97</b>
IBE DIGITAL	443423	111-9010-419.44-10	TONER	18.07
				<b>\$18.07</b>
ICRMA	05242022	745-9031-413.52-30	SETTLEMENT PAYMENT	79,325.54
				<b>\$79,325.54</b>

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INFINITY BACKGROUND INVESTIGATIONS	101	111-7010-421.56-41	BACKGROUND INVESTIGATION	1,000.00
INFRAMARK LLC				<b>\$1,000.00</b>
	78026	283-8040-432.56-41	CITY PURCHASES	13,880.62
	78170	283-8040-432.56-41	WATER & SEWER SYSTEM	13,880.62
	78557	681-0000-228.30-10	NEW WATER SERVICES	35,880.00
	78026	681-8030-461.56-41	WATER & SEWER SYSTEM	107,001.91
	78170	681-8030-461.56-41	WATER & SEWER SYSTEM	107,001.69
				<b>\$277,644.84</b>
INFRASTRUCTURE ENGINEERS				31,200.00
	26828	111-5010-419.56-49	PLANNING SERVICES	50,890.00
	26839	111-5010-419.56-49	BLDG & SAFETY SVCS	4,754.86
	26876	111-5010-419.56-49	BLDG & SAFETY SVCS	1,078.00
	26906	111-5010-419.56-49	BLDG & SAFETY SVCS	<b>\$87,922.86</b>
INNER CITY VISIONS	1003	111-5010-419.56-49	CD HOMELESS OUTREACH	14,928.08
				<b>\$14,928.08</b>
INTEGRITY WASTE ENVIRON CONSULTANTS	06072022	111-8027-431.56-41	SOLID WASTE AUDITING	21,183.75
				<b>\$21,183.75</b>
ITRON, INC.	621518	681-3022-415.56-41	MVRS SOFTWARE MAINT.	252.00
				<b>\$252.00</b>
J SQUARED	00103	681-8030-461.56-41	PROFESSIONAL SVCS-PROP 68	750.00
				<b>\$750.00</b>
J316 BUILDER				3,700.84
	2	111-7024-421.56-41	JANITORIAL SVCS	1,440.58
	2	111-8020-431.56-41	JANITORIAL SVCS	4,305.23
	2	111-8022-419.56-41	JANITORIAL SVCS	11,472.56
	2	111-8023-451.56-41	JANITORIAL SVCS	<b>\$20,919.21</b>
JC SIGNS	566	111-6020-451.56-41	EVENT SIGNAGE SVCS	700.00
				<b>\$700.00</b>
JCL TRAFFIC	114735	111-8020-431.43-10	STENCIL FOR HP LOGO	57.33
				<b>\$57.33</b>
JDS TANK TESTING & REPAIR INC	17394	741-8060-431.43-20	DESIGNATED OPERATOR	150.00
				<b>\$150.00</b>
JIMENEZ'S BRAKES & ALIGNMENTS INC	56817	741-8060-431.43-20	FRONT AND REAR ALIGNMENT	80.00
				<b>\$80.00</b>
JIMMY MARINELARENA	8680	285-0000-228.75-00	DEMOLITION REFUND	5,667.11
				<b>\$5,667.11</b>
JOHN A ORNELAS	APRIL/MAY 2022	111-0220-411.32-70	FINANCIAL SERVICES	12,900.00
				<b>\$12,900.00</b>
JXTRA ENTERTAINMENT	010	111-6065-451.57-46	SENIOR DANCE MUSIC	380.00
				<b>\$380.00</b>
KONICA MINOLTA BUSINESS SOLUTIONS	280108662	111-6010-451.56-41	COPIER LEASE	241.40
				<b>\$241.40</b>

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LA COUNTY SHERIFF'S DEPT	222841BL	121-7040-421.56-41	INMATE MEAL SERVICES	618.28
LAN WAN ENTERPRISE, INC	73139	111-7010-419.43-15	AGREEMENT ON-SITE	<b>\$618.28</b>
	73167	111-7010-419.43-15	IT SERVICES	25,106.00
	72537	111-7010-421.56-41	AGREEMENT ADD-ONS	205.50
	72652	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	72744	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	72825	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	72914	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	73005	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	73164	111-7010-421.56-41	AGREEMENT ADD-ONS	1,704.00
	73094	111-7010-421.74-10	CYBERSECURITY PROJECT	48,000.00
	73128	111-7030-421.61-20	PHONE CASE	38.69
	73129	111-7040-421.61-31	PRIVACY SCREENS	727.52
	73139	111-9010-419.43-15	AGREEMENT ON-SITE	25,106.00
	73167	111-9010-419.43-15	IT SERVICES	205.50
	73122	111-9010-419.61-20	CH EMPLOYEE KEYS CARDS	665.87
				<b>\$111,983.08</b>
LB JOHNSON HARDWARE CO.	121019	741-8060-431.43-20	OIL DRAIN DRUMS	81.85
LOS ANGELES TIMES	10002064114	121-7040-421.56-14	NEWSPAPER SUBSCRIPTION	<b>\$81.85</b>
LOYALTY PRODUCTS, INC.	2133	111-7010-421.59-15	TRAINING SUPPLIES	157.46
				<b>\$157.46</b>
MARAVILLA FOUNDATION	3089	111-0000-322.10-10	CANCELLATION OF PERMIT	169.79
				<b>\$169.79</b>
MARIO LOPEZ	06042022	111-8022-419.15-25	BOOT REIMBURSEMENT	95.04
				<b>\$95.04</b>
MERRIMAC ENERGY GROUP	2218787	741-8060-431.62-30	FUEL PURCHASE	51.16
	2219122	741-8060-431.62-30	FUEL PURCHASE	<b>\$51.16</b>
				29,471.11
				29,670.24
				<b>\$59,141.35</b>
MR. HOSE INC.	205763	741-8060-431.43-20	PARTS FOR UNIT 332	57.02
MUNICIPAL WASTE SOLUTIONS	1087	287-8057-432.54-00	USED OIL GRANT ADMIN	57.02
				2,255.00
MYERS AND SONS HI-WAY SAFETY, INC	130185	221-8010-431.61-21	YELLOW-GREEN SIGNS	<b>\$2,255.00</b>
NACHO'S LOCK & KEY SERVICE	017429	111-8023-451.61-20	DOOR REPAIR AT PEREZ PARK	645.11
				<b>\$645.11</b>
NATIONWIDE ENVIRONMENTAL SERVICES	32367	111-8031-433.56-41	STREET SWEEPING	120.00
	32368	220-8070-431.56-41	BUS STOP MAINTENANCE	<b>\$120.00</b>
	32367	221-8010-431.56-41	STREET SWEEPING	3,032.00
				18,795.50
				49,625.96
				<b>\$71,453.46</b>

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NEW CHEF FASHION INC.	1030153	111-7010-421.61-20	NEW EMPLOYEE UNIFORM	99.20
				<b>\$99.20</b>
NOBEL SYSTEMS, INC	15391	681-8030-461.53-10	GEOVIEWER SUBSCRIPTION	4,500.00
				<b>\$4,500.00</b>
NORTH STAR LAND CARE	1601-337 1601-337A	535-8090-452.56-60 535-8090-452.56-60	LANDSCAPING SVCS LANDSCAPE MAINT.	23,057.75 14,560.00
				<b>\$37,617.75</b>
O'REILLY AUTO PARTS	5655-293654 5655-294205 5655-29439 2959-160133	741-8060-431.43-20 741-8060-431.43-20 741-8060-431.43-20 741-8060-431.61-20	PARTS FOR UNIT 912 PARTS FOR POLICE UNIT AIR COMPRESSOR PARTS FOR UNITS	199.45 236.07 6,682.83 826.84
				<b>\$7,945.19</b>
OEM AUTO PAINT SUPPLIES	146271	111-8095-431.61-50	PAINT FOR GRAFFITI	273.75
				<b>\$273.75</b>
OK PRINTING DESIGN & DIGITAL PRINT	2475 2474 2470	111-6010-451.56-41 111-7010-421.61-20 111-7030-421.61-20	BUSINESS CARDS BUSINESS CARDS NCR LABOR FORMS	60.08 458.62 924.12
				<b>\$1,442.82</b>
OTC BRANDS, INC	716898338-01	239-6065-490.61-60	SENIOR PROGRAM SUPPLIES	289.80
				<b>\$289.80</b>
PITNEY BOWES GLOBAL FINANCIAL	3105506458 3105512429 3105519961	111-7040-421.44-10 111-9010-419.53-20 111-9010-419.53-20	MAILING SYSTEM LEASE CHARGES LEASE CHARGES	593.32 561.29 362.71
				<b>\$1,517.32</b>
PRESENTA PLAQUE CORPORATION	27412	111-0110-411.66-05	MEETING SUPPLIES	686.00
				<b>\$686.00</b>
PRO FORCE LAW ENFORCEMENT	483613 484909	111-7022-421.61-28 111-7022-421.61-28	REPLACE SIGHTING SYSTEM PD SUPPLIES	741.68 116.96
				<b>\$858.64</b>
PSYCHOLOGICAL CONSULTING ASSOC, INC	525556 525597 525638	111-7010-421.56-41 111-7010-421.56-41 111-7010-421.56-41	PRE EMPLOYMENT EVALUATION PRE EMPLOYMENT EVALUATION PRE EMPLOYMENT EVALUATION	800.00 800.00 400.00
				<b>\$2,000.00</b>
PURCHASE POWER	06122022	111-9010-419.53-20	REFILL POSTAGE	1,534.42
				<b>\$1,534.42</b>
PVP COMMUNICATIONS	131055	111-7022-421.61-29	COMMUNICATION DEVICES	380.00
				<b>\$380.00</b>
QDOXS	IN43632 IN43632 IN43632	111-8020-431.43-05 285-8050-432.43-05 681-8030-461.43-05	XEROX COPIER RATE CHARGE XEROX COPIER RATE CHARGE XEROX COPIER RATE CHARGE	21.91 21.91 21.91
				<b>\$65.73</b>
REXEL COMMERCIAL & INDUSTRIAL	S133543230.001 S133543230.002	226-8010-419.74-10 226-8010-419.74-10	ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	3,051.30 478.82

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
REXEL COMMERCIAL & INDUSTRIAL	\$133573588.001	226-8010-419.74-10	ELECTRICAL CHARGING STATION	1,722.11
RIC LOYA	77438	111-0000-228.20-00	RESERVATION REFUND	\$5,252.23
	77459	111-0000-347.70-00	RESERVATION REFUND	500.00
				945.00
				\$1,445.00
RICARDO MARQUEZ	266919	111-8010-431.15-25	BOOT REIMBURSEMENT	160.00
	266919	741-8060-431.15-25	BOOT REIMBURSEMENT	40.00
				\$200.00
RINCON CONSULTANTS, INC.	39215	111-5010-419.56-49	PLANNING SERVICES	19,169.00
				\$19,169.00
RIO HONDO COLLEGE	S22-168-ZHPK	111-7010-421.59-15	ENROLLMENT FEE	416.00
	S22-173-ZHPK	111-7010-421.59-15	ENROLLMENT FEE	75.00
	S22-189-ZHPK	111-7010-421.59-15	ENROLLMENT FEE	75.00
	S22-209-ZHPK	111-7010-421.59-15	ENROLLMENT FEES	100.00
				\$666.00
RIVERSIDE COUNTY TRANSPORTATION	1210427	111-7010-421.61-20	TOLLROAD	25.85
				\$25.85
ROADLINE PRODUCTS INC	17317	221-8012-429.61-20	LINE STRIPING MACHINE	10,832.06
RONALD T. SHAFFER	2018-001	111-7010-421.59-20	TRAINING REGISTRATION	\$10,832.06
				99.00
				\$99.00
ROSA ROQUE	2000002.004	111-0000-347.70-05	MEMBERSHIP REFUND	50.00
	2000003.004	111-0000-347.70-05	MEMBERSHIP REFUND	50.00
				\$100.00
SAFETY UNLIMITED, INC.	CRCH060322	287-8057-432.61-20	OSHA TRAINING COURSE	1,750.00
SCHAEFFER MANUFACTURING COMPANY	LP1928-INV1	741-8060-431.62-30	PURCH OF ENGINE	\$1,750.00
				6,736.34
				\$6,736.34
SINATRA UNIFORM, INC	INV/2022/01/007	111-7010-421.61-20	ENGRAVED NAME PLATES	13.13
	INV/2022/03/003	111-7010-421.61-20	EMPLOYEE UNIFORM	199.59
				\$212.72
SLAUSON AUTO SOUND	0530	741-8060-431.43-20	WINDOW TINT UNIT 967	130.00
				\$130.00
SMART & FINAL	0101	111-6060-466.61-20	AFTERSCHOOL SUPPLIES	153.62
	0042	111-7010-421.61-20	MEETING SUPPLIES	10.99
	0218	111-7010-421.61-20	MEETING SUPPLIES	114.43
	0255	111-7010-421.61-20	MEETING SUPPLIES	90.66
				\$369.70
SOUTH COAST AIR QUALITY MGMT DISTR.	3993755	741-8060-431.42-05	AIR TOXICS HOT SPOTS	143.88
	3993939	741-8060-431.42-05	AIR TOXICS HOT SPOTS	143.88
				\$287.76
SOUTHEAST COMMUNITY FOUNDATION	000220608	111-9050-462.56-41	TUTORING SERVICES	15,000.00
				\$15,000.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SOUTHERN CALIFORNIA EDISON	4/19-5/17	111-8020-431.62-10	ELECTRICAL SVCS-6900 BISSELL	1,392.19
	4/6-5/5	111-8022-419.62-10	ELECTRICAL SVCS-COURT HOUSE	4,747.90
	4/6-5/5	221-8014-429.62-10	ELECTRICAL SERVICES-VARIOUS LOCATIONS	4,473.80
	4/27-5/25	535-8016-431.62-10	ELECTRICAL SVCS-3220 OLIVE ST	45.19
	4/5-5/4	535-8016-431.62-10	ELECTRICAL SERVICES-VARIOUS LOCATIONS	22,549.51
	4/19-5/17	681-8030-461.62-20	ELECTRICAL SVCS-BEAR/FLORENCE	4,192.52
				<b>\$37,401.11</b>
SOUTHSTAR ENGINEERING & CONSULTING	COHP-02	222-8080-431.76-20	CONSTRUCTION SVCS	488.00
				<b>\$488.00</b>
SPARKLETTIS	15142085	111-0110-411.66-05	DRINKING WATER-ALL DEPTS	59.94
	15142085	111-0210-413.61-20	DRINKING WATER-ALL DEPTS	59.95
	15142085	111-1010-411.61-20	DRINKING WATER-ALL DEPTS	34.43
	15142085	111-2030-413.61-20	DRINKING WATER-ALL DEPTS	30.93
	15142085	111-3010-415.61-20	DRINKING WATER-ALL DEPTS	84.35
	15142085	111-5010-419.61-20	DRINKING WATER-ALL DEPTS	52.70
	15142085	111-5055-419.61-20	DRINKING WATER-ALL DEPTS	35.14
	15142085	111-6010-451.61-20	DRINKING WATER-ALL DEPTS	318.42
	19438227 060122	111-7010-421.56-41	WATER DELIVERY SERVICES	874.24
	15142085	111-8020-431.61-20	DRINKING WATER-ALL DEPTS	248.69
			<b>\$1,798.79</b>	
STAPLES ADVANTAGE	8066416170	111-6030-451.61-35	OFFICE SUPPLIES-CITY WIDE	67.32
	8066416170	111-7010-421.61-20	OFFICE SUPPLIES-CITY WIDE	172.86
	8066416170	111-7040-421.61-32	OFFICE SUPPLIES-CITY WIDE	278.88
			<b>\$519.06</b>	
STAR2STAR COMMUNICATIONS LLC	SUBC00008658	111-9010-419.53-10	VOIP SERVICES	10,709.78
				<b>\$10,709.78</b>
STEVE FORSTER	447022696701	111-5010-419.59-15	CONFERENCE REIMBURSEMENT	470.14
				<b>\$470.14</b>
SUPERION, LLC	353991	111-9010-419.43-15	FINANCIAL SYSTEMS SVCS	12,888.20
	355423	111-9010-419.43-15	FINANCIAL SYSTEMS SVCS	12,888.20
				<b>\$25,776.40</b>
T-MOBILE USA	4/21-5/20	111-0110-411.53-10	CELL PHONE-COUNCIL	195.35
	4/21-5/20	111-0210-413.53-10	CELL PHONE-ADMIN	129.20
	4/21-5/20	111-1010-411.53-10	CELL PHONE-CITY CLERK	39.07
	4/21-5/20	111-2030-413.53-10	CELL PHONE-FINANCE	28.94
	4/21-5/20	111-3010-415.53-10	CELL PHONE-HUMAN RESOURCES	28.94
	4/21-5/20	111-5055-419.53-10	CELL PHONE-CD	54.58
	4/21-5/20	111-6010-419.53-10	CELL PHONE-P&R	353.73
	4/21-5/20	111-8010-431.53-10	CELL PHONE-PW	571.27
	4/21-5/20	111-8095-431.53-10	CELL PHONE-PW	233.54
	4/21-5/20	681-8030-461.53-10	CELL PHONE-PW	156.28
			<b>\$1,790.90</b>	

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
THE GAS COMPANY	4/12-5/11	111-7024-421.62-10	GAS SVCS- VARIOUS GOVT BDGS	902.74
	4/12-5/11	111-8020-431.62-10	GAS SVCS- VARIOUS GOVT BDGS	25.68
	4/12-5/11	111-8022-419.62-10	GAS SVCS- VARIOUS GOVT BDGS	1,220.91
	4/12-5/11	111-8023-451.62-10	GAS SVCS- VARIOUS GOVT BDGS	165.03
				<b>\$2,314.36</b>
TIME WARNER CABLE	10694801060122	111-7010-421.53-10	ICI SYSTEM-PPD	703.55
TIREHUB, LLC	27467434	741-8060-431.43-20	TIRES FOR PD UNITS	<b>\$703.55</b>
	27533711	741-8060-431.43-20	TIRES FOR POLICE UNIT	2,489.30
				498.93
TONY GARCIA	06052022	111-8010-431.15-25	BOOT REIMBURSEMENT	<b>\$2,988.23</b>
				200.00
				<b>\$200.00</b>
TOWN HALL STREAMS	14051	111-1010-411.56-41	FACEBOOK LIVE	300.00
				<b>\$300.00</b>
URBAN FUTURES	CD-2021-045	216-3010-415.56-41	REFUNDING REVENUE BONDS	4,000.00
	CD-2021-045	275-9750-465.56-41	TAXABLE TAX REFUNDING NOTE	2,450.00
				<b>\$6,450.00</b>
U.S. BANK EQUIPMENT FINANCE	473886307	111-0210-421.44-10	IBE COPIER FINANCING	2,294.83
				<b>\$2,294.83</b>
U.L.I.N.E	148202637	111-7040-421.61-33	EVIDENCE SUPPLIES	1,773.17
				<b>\$1,773.17</b>
UNDERGROUND SERVICE ALERT OF SO CAL	520220130	221-8014-429.56-41	NEW TICKET CHARGES	308.65
	951-808-8112	221-8014-429.56-41	CA STATE FEES	118.44
				<b>\$427.09</b>
UNION PACIFIC RAILROAD CO	319905601	111-6010-451.56-41	ANNUAL LEASE	202.52
				<b>\$202.52</b>
UPWARD SOLUTIONS	22-0507	111-0210-413.56-41	PROJECT ADVOCACY & LABOR	5,000.00
				<b>\$5,000.00</b>
UTILITY SERVICE CO., INC.	560475	283-8040-432.76-18	COTTAGE RESERVOIR WELL 15	250,000.00
	560475	681-8030-461.76-18	COTTAGE RESERVOIR WELL 15	397,715.00
				<b>\$647,715.00</b>
V & V MANUFACTURING, INC.	55001	111-7010-421.61-20	POLICE BAGDES	159.93
				<b>\$159.93</b>
VALLEY ALARM	1058065	111-8020-431.56-41	FIRE & SECURITY ALARM	665.34
	1062645	111-8020-431.56-41	FIRE & SECURITY ALARM	666.10
	1058065	111-8022-419.56-41	FIRE & SECURITY ALARM	665.33
	1062645	111-8022-419.56-41	FIRE & SECURITY ALARM	663.93
	1058065	111-8023-451.56-41	FIRE & SECURITY ALARM	715.28
				715.92
				<b>\$4,091.90</b>
VICTOR REYES ROSAS	05232022	111-6065-451.57-46	SENIOR PROGRAM SUPPLIES	1,984.50
				<b>\$1,984.50</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WATER REPLENISHMENT DISTRICT OF	2378	681-8030-461.41-00	GROUNDWATER PRODUCTION	86,817.90
				<b>\$86,817.90</b>
WEST & ASSOCIATES ENGINEERING, INC	1008.16.05-10	111-5010-419.56-41	STAFFING SERVICES-CD	6,966.00
	1008.16.22-06A	111-8031-433.76-17	INSPECTION & INVENTORY	454.00
	1008.16.22-06B	111-8031-433.76-17	NPDES SYSTEM	2,200.00
	1008.16.06-04	202-8080-431.76-21	PS&E SERVICES-CD	22,500.00
				<b>\$32,120.00</b>
WEST GOVERNMENT SERVICES	846306891	111-7030-421.56-41	ONLINE SOFTWARE	779.74
	846391028	111-7030-421.56-41	LIBRARY PLAN CHARGES	71.58
				<b>\$851.32</b>
WESTERN EXTERMINATOR COMPANY	99329C	111-7024-421.56-41	EXTERMINATOR SVCS	58.85
	99329C	111-8020-431.56-41	EXTERMINATOR SVCS	73.60
	99329C	111-8022-419.56-41	EXTERMINATOR SVCS	53.45
	99329C	111-8023-451.56-41	EXTERMINATOR SVCS	100.90
	99329C	535-8090-452.56-60	EXTERMINATOR SVCS	139.50
				<b>\$426.30</b>
WEX BANK	80742604	741-8060-431.62-30	FUEL PURCHASE	903.33
	81335589	741-8060-431.62-30	FUEL PURCHASE	727.40
				<b>\$1,630.73</b>
YASMIN CRUZ	05102022	111-6060-466.33-20	BALLET INSTRUCTOR	1,184.00
				<b>\$1,184.00</b>
YMCA OF METROPOLITAN LOS ANGELES	04302022	239-0272-463.57-91	FOOD PANTRY BOXES	8,000.00
				<b>\$8,000.00</b>
				<b>\$2,124,664.45</b>

**ITEM NO. 4**



# CITY OF HUNTINGTON PARK

Parks and Recreation  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF BUDGET APPROPRIATION AND EXPENDITURES IN 2022-2023 FISCAL YEAR BUDGET FOR THE CITY OF HUNTINGTON PARK'S 2022, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve a budget appropriation to provide pyrotechnic services for the City of Huntington Park's 2022, 4<sup>th</sup> of July Celebration in 2022-2023 Fiscal Year Budget; and
2. Authorize the City Manager to budget \$40,000 in the 2022-2023 Fiscal Year budget; and
3. Authorize City Manager to execute the agreement if a sole-source provider is identified.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On February 28, 2022 the City opened and posted a Request for Proposals (RFP) to conduct a public bid process for the 2022 4<sup>th</sup> of July Fireworks Display. The RFP was closed on March 24, 2022 and no bids were submitted; therefore the City has had to solicit bids post RFP process. This public event will be held on Monday July 4<sup>th</sup>, 2022, at Salt Lake Park.

### **FISCAL IMPACT/FINANCING**

Funding for the 4<sup>th</sup> of July Fireworks Display will be paid for with account #111-6010-466.55-40 in a not-to-exceed amount of \$40,000.

**CONSIDERATION AND APPROVAL OF EXPENDITURES FOR THE CITY OF  
HUNTINGTON PARK'S 2022, 4<sup>TH</sup> OF JULY FIREWORKS DISPLAY**

June 21, 2022

Page 2 of 2

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

**RICARDO REYES**  
City Manager

A handwritten signature in black ink, appearing to read 'Ricardo Reyes', with a long horizontal stroke extending to the right.

**CYNTHIA NORZAGARAY**  
Director of Parks and Recreation

ITEM NO. 5



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **ASSEMBLY BILL 481 MILITARY EQUIPMENT USE POLICY**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve the Huntington Park Police Department's current and future Military Equipment List of specialized equipment and its Military Equipment Use Policy; and
2. Provide the Chief of Police direction to bring back a proposed Ordinance for its first reading and introduction after the 30-day online publication requirement of the Military Equipment Use Policy is satisfied; and
3. Hold a public hearing in conjunction with the Council meeting where the public may comment on the Policy before City Council.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Assembly Bill 481 (AB 481) codified in Government Code sections 7070 through 7075, requires a law enforcement agency (LEA) to obtain approval from the applicable governing body, through adoption of a Military Equipment Use Policy by ordinance, prior to the LEA funding, acquiring, or using military equipment. The Huntington Park Police Department (HPPD) seeks Council approval of the attached Military Equipment Use Policy (Attachment "A"), in order to comply with State law and to allow HPPD to continue to use the vital equipment specified therein and continue to purchase said equipment as needed.

AB 481 identifies certain law enforcement equipment as "military equipment" and requires oversight from a governing body for purchase and usage of what the AB 481 has deemed military equipment.

## ASSEMBLY BILL 481 MILITARY EQUIPMENT USE POLICY

June 21, 2022

The purpose of this request is to seek approval and support from the Huntington Park Council in adopting the HPPD's AB 481 Military Equipment List of specialized equipment and the HPPD's Military Equipment Use Policy.

The AB 481 Military Equipment List, identifies items currently deployed by law enforcement agencies in this County, as well as others throughout the State of California, and the Nation. AB 481 lists "military equipment" that is recognized and more appropriately identified by local, state, and federal law enforcement entities as specialized police equipment.

Specialized police equipment is used only by highly trained and experienced law enforcement professionals. The HPPD's itemized list of specialized equipment is attached to this staff report, as required by AB 481. This itemized list of specialized equipment ranges from modernized tools, aerial drones, armored vehicles, and chemical agents, which primary purpose is the preservation of human life during critical incidents. These critical incidents often involve the apprehension of high-risk suspects, search and rescue, and immediate responses to catastrophic events. The use also reduces the potential for physical injury to the public and department personnel. It also allows for the application of de-escalation tactics during high-risk encounters with armed and violent suspects.

The HPPD and its Los Angeles County law enforcement partners are responsible for ensuring the highest standard of public safety, the protection of its community, and the apprehension of criminal offenders. To help achieve and maintain the highest standard of public safety, it is important that the HPPD receive support from its local elected officials, who are committed to funding operational needs. This includes the approval to purchase and finance necessary tools, protective gear, and specialized equipment for the purpose of helping protect and save lives and property. With Council's approval the HPPD can continue to operate with the most advanced technology, equipment, and resources available. Thus, allowing the HPPD to be successful in their purpose of protecting and serving the community with increased effectiveness, preparedness, and proper lifesaving tactics. The continued use of specialized equipment will allow the HPPD to operate within the same professional and uniformed standards as other successful law enforcement agencies across the county, state, and country.

### **FISCAL IMPACT/FINANCING**

This is a procedural State law compliance item. There is no fiscal impact to the City's general fund.

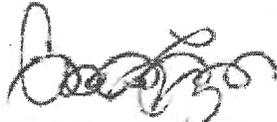
### **CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

ASSEMBLY BILL 481 MILITARY EQUIPMENT USE POLICY  
June 21, 2022

RICARDO REYES  
City Manager

A handwritten signature in black ink, appearing to read 'Cosme Lozano', written over a faint circular stamp.

COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A: Military Equipment Use Policy & Military Equipment List

**ATTACHMENT "A"**

## Military Equipment Use Policy

### 706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Department.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

# Huntington Park Police Department

Huntington Park PD Policy Manual

## *Military Equipment Use Policy*

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### **706.2 POLICY**

It is the policy of the Huntington Park Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Huntington Park Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the Department:

See attachment: Huntington Park PD Military Equipment List 04-28-22.pdf

### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The

# Huntington Park Police Department

Huntington Park PD Policy Manual

## *Military Equipment Use Policy*

---

military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

### **706.7 USE IN EXIGENT CIRCUMSTANCES**

The Huntington Park Police Department works closely with local, county, state and federal partners within Los Angeles County. In exigent circumstances and with the approval of the Chief of Police or his/her designee, military equipment may be deployed from outside entities to promote the safety and security of community members. If the Huntington Park Police Department acquires, borrows, or uses military equipment in exigent circumstances, it will provide written notification of the acquisition, borrowing or use to City Council within 30 days following the commencement of such exigent circumstances unless such information is confidential or privileged under local, state or federal law.

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Military equipment used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid.

If military equipment from an outside law enforcement agency is expected to be used during a pre-planned event in Huntington Park, the Huntington Park Police Department will provide written notification of its intended use to City Council at least 30 days prior to the event.

In some instances such as a planned high risk warrant, the use of military equipment from another agency may be needed to safely execute the operation. If another agency's military equipment is

# Huntington Park Police Department

Huntington Park PD Policy Manual

## *Military Equipment Use Policy*

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used, the Huntington Park Police Department will provide a written explanation to City Council of its use no later than 30 days after the event.

### **706.8 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

### **706.9 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

## Attachments

## **Huntington Park PD Military Equipment List 04-28-22 .pdf**

**Policy 706: AB481 Military Equipment List**

**Section One: Huntington Park Police Department Specialized Equipment Inventory**

**1. Unmanned Aircraft Systems (UAS/Drones)- CA Gov't Code §7070(c)(1)**

**Quantity Owned/Sought:** DJI Camera Drones, not to exceed 4

**Lifespan:** Approximately 5 years

**Purpose/Capabilities/Description:**

- Search and locate reported missing children or at-risk adults
- Search and rescue operations to locate lost or injured hikers
- A law enforcement specific application involving Aerial drones are used for open terrain or large field searches as a force-multiplier to assist in high-risk apprehensions of armed or violent suspects. Aerial drones can be used as an interior search tool to locate suspects barricaded inside a residence or commercial structure.
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement
- Gain visual/audio data and remotely clear buildings and structure

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training is approximately \$15,000.00. Ongoing cost associated with remotely piloted aircraft/ground vehicles and maintenance is estimated to be approximately \$2,000 per year.

**Legal/Procedural Rules Governing Use:** Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.

**Training Required:** Prior to piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete all training required by our FAA COA.

**2. Unmanned, remotely piloted, powered ground vehicles- CA Gov't Code §7070(c)(1)**

**Quantity Owned/Sought:** Recon Robotics Scout, not to exceed 1

**Lifespan:** Approximately 15 years

**Purpose/Capabilities/Description:**

- Deliver Crisis Negotiation Phone, open doors, disrupt packages
- Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
- Gain visual/audio data and remotely clear buildings and structure
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement

**Fiscal Impacts:** The initial costs of equipment, licensing, software and training was approximately \$6,000.00. Ongoing cost associated with remotely piloted aircraft/ground vehicles and maintenance is estimated to be approximately \$200 per year.

**Legal/Procedural Rules Governing Use:** The use of unmanned, remotely piloted, powered ground vehicles potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to all applicable privacy laws and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure).

**Training Required:** The Special Emergency Response Team (SERT) provides internal training for staff members prior to allowing them to operate these vehicles. The officers are trained in vehicle operation, equipment use, and driving.

**3. Armored vehicles with breaching or entry apparatus attachable - CA Gov't Code §7071(c)(2)**

**Quantity Owned/Sought:** LENCO BEAR-CAT, 1 owned

**Lifespan:** Approximately 25 years

**Purpose/Capabilities/Description:**

- LENCO Ballistic Engineered Armored Response Counter-Attack Truck (BEAR-CAT). The BEAR-CAT, or rescue vehicles, are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions. Additional deployments are used during

criminal unrest and riots. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects.

- Rescue vehicle for on-campus active shooter incidents to rescue injured victims.
- 4X4 capability to transport or evacuate victims in floods, fires, or other natural disasters.
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety.
- BEAR-CAT vehicles have attachable metal booms that can be used for breaching structures, fences, or ramming objects during high-risk incidents, to include active shooter incidents on school grounds or buildings.

**Fiscal Impacts:** Initial cost approximately \$250,000. Annual maintenance cost approximately \$2,000.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** The Special Emergency Response Team provides internal training for staff members prior to allowing them to operate these vehicles. The officers are trained in vehicle operation, equipment use, and driving.

#### **4. Semiautomatic Rifles and Ammunition - CA Gov't Code §7070(c)(10) - defined under PC 30510 & PC 30515**

- a. **Rifles:** Bush Master, Colt, Ruger, Yankee Hill, Heckler & Koch, quantity: not to exceed 100.

**Lifespan:** Approximately 15 years

**Purpose/Capabilities/Description:**

- The Carbine Rifles are fired from shoulder level and are capable of firing the .223 / 5.56 cartridge.
- Increased accuracy and precision at long-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- Officers may deploy the patrol rifle in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

**Fiscal Impacts:** The initial cost of AR-15 style rifles are approximately \$1,000-\$1,200 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**b. Sub machine gun:** Heckler & Koch MP-5, quantity: not to exceed 20.

**Lifespan:** Approximately 25 years

**Purpose/Capabilities/Description:**

- The MP-5 is fired from shoulder level and are capable of firing the 9mm cartridge.
- Increased accuracy and precision at long-range distance to address a threat, if present and feasible.
- Currently used by most law enforcement agencies across the nation.
- Officers may deploy the MP-5 in any circumstance where the officer can articulate a reasonable expectation that the rifle may be needed.

**Fiscal Impacts:** The initial cost of the MP-5 was approximately \$1,400 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**c. Bolt action rifles:** Ruger M78 and Remington 700: not to exceed 5.

**Lifespan:** The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Purpose/Capabilities/Description:**

- The Sniper element of SERT deploys with precision rifles, which enables the stopping of an armed subject at a safe distance. The Sniper Rifle does not have an expiration and will need to be serviced or replaced when the rifle fails or breaks.

**Fiscal Impacts:** Approximately \$1,500.00 each. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

**Legal/Procedural Rules Governing Use:** All applicable State, Federal and Local laws governing police use of force. Various Huntington Park Police Department Policies on Use of Force and Firearms.

**Training Required:** Officers must successfully complete a CA POST certified patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

**5. Diversionary Devices - CA Gov't Code §7070(c)(12)**

**Quantity Owned/Sought:** DEFTECH Low Roll, not to exceed 100

**Lifespan:** 5 years

**Purpose/Capabilities/Description:**

- Light Sound Diversionsary Device (LSDD- “Flashbangs”) are used to minimize risk to all parties through the temporary distraction or disorientation of armed and violent suspects that pose significant danger to law enforcement personnel and community.
- The effects of the LSDD reduce a suspect’s reactionary capabilities and allow for momentary disorientation which creates a tactical advantage. LSDD is a hand delivered device and generally deployed on the exterior of structures
- Provides a humane fright to aggressive dogs that pose a threat to law enforcement personnel
- A diversionsary device is ideal for distracting dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations.

**Fiscal Impact:** Initial cost per item approximately \$100.00. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department Policy is to utilize diversionsary devices only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Emergency Response Team provides internal training by POST certified instructors for staff members prior to allowing them to use any of these items.

**6. Chemical Agents and Smoke canisters - CA Gov’t Code §7070(c)(12)**

**Quantity Owned/Sought:** CS, OC & Smoke Canisters, not to exceed 500

**Lifespan:** 5 years

**Purpose/Capabilities/Description:**

- To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.
- Chemical agents are deployed through various means to include hand delivery and weapon launchable, such as pepper ball. Munitions are 40mm caliber, shotgun ferret rounds or canister shotgun launched ordinance. Hand delivered chemical agents are placed in metal burn boxes to reduce fire hazards
- May be used for dangerous and/or combative subjects, riot/crowd control and civil unrest incidents, circumstances where a tactical advantage may be gained, potentially viscous animals, training exercises or approved demonstrations, circumstances where a tactical advantage can be obtained.

**Fiscal Impact:** Initial cost per item approximately \$50. No annual maintenance cost.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize chemical agents only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** The Special Emergency Response Team provides internal training by POST certified instructors for staff members prior to allowing them to use any of these items.

**7. 40mm Less Than Lethal Launchers and Kinetic Energy Munition - CA Gov't Code §7070(c)(14)**

**Quantity Owned/Sought:** Defense Technology 40mm single launcher, not to exceed 20

**Lifespan:** Approximately 15 years

**Purpose/Capabilities/Description:**

- The 40mm less than lethal Launchers and Kinetic Energy Munitions are intended for use as a less than lethal use of force option.
- Less than lethal 40mm launchers and rubber projectile munitions are configured for high and low energy impact. Munitions have the additional benefit as a barrier round for breaking vehicle and residential glass so that chemical munitions can be deployed.
- 40mm less than lethal launchers have been effective in disarming violent suspects, armed suspects, and subjects who are suicidal with minimal injury and risk to the person, law enforcement or the public.
- 40mm less than lethal launchers are light weight, versatile and used worldwide by police and corrections officers.
- The 40MM launcher family of products is available in single-shot, spring-advance multi, and pump-advance multi-versions.

**Fiscal Impacts:** The initial cost of each 40mm launcher was approximately \$1,050.00. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.

**Legal/Procedural Rules Governing Use:** Huntington Park Police Department policy is to utilize less than lethal launchers and kinetic energy munitions only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** Officers must complete a POST certified 40mm course, as well as regular training and qualifications as required by law

and policy. There are various Huntington Park Police Department policies on Use of Force and Crowd Control.

**Section Two: Specialized Equipment Inventory known to be owned and/or utilized by law enforcement agencies with which the Huntington Park -Police Department collaborates with and/or may require assistance from, in a mutual-aid situation for law enforcement services.**

**1. Mine Resistant Ambush Protected Vehicle (MRAP) - CA Gov't Code §7070(c)(2)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** The MRAP is a large ballistic armored rescue vehicle deployed during search warrant services and primarily in open desert areas requiring extreme off-road capability. The MRAP is also used for large parcel outdoor illegal marijuana grow enforcement. Operation requires a Class "B" driver's license. Capable of transporting personnel and equipment while providing them with armored protection from gunfire.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** The MRAP can be deployed any time tactical operators determine that there is a need to move personnel and/or resources into areas in which they have reason to expect potential armed resistance requiring its protection.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**2. Armored Vehicles with breaching or entry apparatus or water cannon- CA Gov't Code §7070(c)(2)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:**

- Lenco Ballistic Engineered Armored Response Counter-Attack Trucks (BEARCATS). The BEARCAT's are primarily used during high-risk tactical enforcement operations, officer rescues, and vehicle borne interventions. Additional deployments are used during criminal unrest and riots. Rescue vehicles provide ballistic safety during containment and apprehension of armed violent suspects

- Rescue vehicle for on-campus active shooter incidents to rescue injured victims
- 4X4 capability to transport or evacuate victims in a natural disaster
- BOMB-CAT bullet resistant rescue vehicle provisioned with a front mounted Water Cannon. BOMB-CAT use is for tactical operations and explosive ordinance mitigation and fire suppression
- Rescue vehicles provide numerous safety capabilities for law enforcement, victim rescues, and overall community safety
- TAC-CAT vehicle- A tracked bullet resistant caterpillar tractor driven and deployed during high-risk and tactical operations, with various hydraulic boom attachments including claw, chemical agent dispersal box and ram extension

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

### 3. Long Range Acoustic Device (LRAD) - CA Gov't Code §7070(c)(13)

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** LRAD is an acoustic hailing device used for emitting amplified public announcements during search warrant services, barricaded suspects, or tactical operations. The loud audible technology ensures broadcasted announcements are loud and clear while offering advantages over less amplified patrol car PA systems. The larger LRAD 1000 system is portable and can be used for criminal unrest and rioting to provide clear dispersal orders for unlawful assembly. LRAD can also be used for any public announcements or safety advisements during natural disasters or evacuations

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** LRADs can only be deployed in accordance with all applicable State, Federal and Local laws governing police use of force, crowd control, etc.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

### 4. Explosive breaching tools - CA Gov't Code §7070(c)(12)

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**5. Non-handheld battering rams, slugs and breaching equipment apparatuses that are explosive in nature - CA Gov't Code §7070(c)(7)**

**Quantity Owned/Sought:** None

**Lifespan:** Unknown

**Purpose/Capabilities/Description:** Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome door frames and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes

**Avon frangible shotgun ammunition is used to breach doors and points of entry on fortified doors or structures.** The rounds are used to impact door hinges, doorknobs, and locks.

**Fiscal Impacts:** None. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Diversionary devices and explosive breaching tools are only for official law enforcement purposes and pursuant to State and Federal law regarding use of force.

**Training Required:** None, Equipment owned, maintained, and operated by another agency.

**6. Command and Control Vehicles used to facilitate the operational control and direction of public safety units – CA Gov't Code §7070(c)(5)**

**Quantity Owned/Sought:** None

**Lifespan:** 20-year lifespan on chassis and vehicle structure. Upgrades needed every 5-7 years to maintain IT systems.

**Purpose/Capabilities/Description:** Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lightening, generators, and mission essential supplies.

**Fiscal Impact:** Approximately \$11,000.00 annually. Equipment owned, maintained, and operated by another agency.

**Legal/Procedural Rules Governing Use:** Use shall be in accordance with California State law regarding the operation of motor vehicles.

**Training Required:** Only officers trained in the deployment and operations of the MIC are authorized to operate it.

Pursuant to California Government Code §7071(d)(7), members of the public may register complaints, concerns, or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

1. Via email to: [militaryequipment@hppolice.org](mailto:militaryequipment@hppolice.org)
2. Via phone call to: (323) 584-6254
3. Via mail sent to: Huntington Park Police Department Attn: Military Equipment Use Coordinator: 6542 Miles Ave., Huntington Park, CA 90255

The Huntington Park Police Department is committed to responding to complaints, concerns and/or questions regarding its Military Equipment in a timely manner.

**ITEM NO. 6**



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **AUTHORIZATION TO RENEW THE PARTNERSHIP AGREEMENT WITH LOS ANGELES COUNTY OFFICE OF YOUTH DIVERSION AND DEVELOPMENT PROGRAM AND APPROVE ALMA FAMILY SERVICES AS THE YOUTH DIVERSION SERVICES PROVIDER**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve the Partnership Agreement with both The Los Angeles County Office of Youth Diversion and Development (YDD), and Alma Family Services (AFS); and
2. Authorize the City Manager to execute the Agreement.

### **BACKGROUND**

In January 2017, the Los Angeles County Board of Supervisors unanimously approved a motion to advance a comprehensive countywide approach to equitably improving youth outcomes and community safety by establishing a central coordinating office in the Department of Health Services, the Office of Youth Diversion and Development (YDD), that would support a network of effective, equitable, community-based diversion services through vetted community based organizations (CBO's), for young people in lieu of arrest or citation through partnerships with local law enforcement agencies in communities throughout the County.

In March 2020, the City of Huntington Park (CITY) and YDD entered into an agreement approving Soledad Enrichment Action (SEA) as the youth diversion CBO services provider for the Huntington Park Police Department. YDD now wishes to replace SEA with a new youth diversion CBO services provider identified as Alma Family Services (AFS).

The purpose of this new Agreement is to continue the partnership with YDD and begin operational practices with AFS, as set forth in the terms and conditions, and to serve the

**AUTHORIZATION TO RENEW THE PARTNERSHIP AGREEMENT WITH LOS ANGELES COUNTY OFFICE OF YOUTH DIVERSION AND DEVELOPMENT PROGRAM AND APPROVE ALMA FAMILY SERVICES AS THE YOUTH DIVERSION SERVICES PROVIDER**

June 21, 2022

Page 2 of 2

youth diversion needs of HPPD. AFS has been a Los Angeles County based organization since 1975, with office space at 2958 E. Florence Avenue, Huntington Park. Under the new Agreement, HPPD will continue to retain complete discretion in deciding which youth to refer to AFS for diversion services. Furthermore, YDD and AFS will remain responsible for the supervision and control of its own employees and officers.

**TERM OF AGREEMENT**

This is an open-ended Agreement with no expiration date. However, either party may cancel the Agreement, without cause, with 30 day notice to the other party.

**FISCAL IMPACT/FINANCING**

There is no fiscal impact to City of Huntington Park associated with this Agreement.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

  
COSME LOZANO  
Chief of Police

**ATTACHMENT(S)**

A. Partnership Agreement

ATTACHMENT "A"

## PARTNERSHIP AGREEMENT

### FOR THE LOS ANGELES COUNTY YOUTH DIVERSION AND DEVELOPMENT PROGRAM

This PARTNERSHIP AGREEMENT (PA) is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2022 between the following parties:

Either party may cancel this agreement or any portion thereof, without cause, with 30 day notice to the other party.

**The Los Angeles County Office of Youth Development and Diversion:**

222 S. Hill Street, 3<sup>rd</sup> Floor Los Angeles, CA 90012

**Huntington Park Police Department:** 6542 Miles Avenue Huntington Park, CA 90255

**Alma Family Services:** 900 Corporate Center Drive #350, Monterey Park, CA 91754

In January 2017, the Los Angeles County Board of Supervisors unanimously approved a motion to advance a comprehensive countywide approach to equitably improving youth outcomes and community safety by establishing a central coordinating office in the Department of Health Services, the Office of Youth Diversion and Development (YDD), that would support a network of effective, equitable, community-based Diversion services for young people in lieu of arrest or citation through partnerships with local law enforcement agencies in communities throughout the County

All parties in this PA agree to implement Youth Diversion in alignment with effective practices and YDD guidelines. When implemented well, with strong collaborative oversight and a commitment to equity and youth development, Youth Diversion can improve health, academic, and social outcomes for youth otherwise at risk for long-term involvement in the justice system. Effective, equitable Youth Diversion can also improve public safety and reduce system costs.

All parties agree to the following YDD Program model that was developed collaboratively over the course of a multi-year planning process that included the Los Angeles County Board of Supervisors, the Department of Public Health, community-based providers, youth advocates, law enforcement agencies, the Juvenile Court, and representatives from other youth-serving systems:

1. YDD will provide countywide coordination, assessment, and oversight of the implementation of YDD Programs; funding and program management for community-based organizations providing Youth Diversion and Development Services; and training, technical assistance, and tools for both Community-Based Organizations (CBOs) and Law Enforcement Agencies (LEAs).
2. LEA has the full discretion to divert or not divert youth in lieu of issuing a citation or booking the youth. Youth who meet eligibility and suitability considerations for diversion will be referred to community-based partners.
3. CBO will conduct outreach to all referred youth and their caretaker(s), conduct strengths-based intake assessments, develop individualized Diversion and Development care plans based on the goals of each participating youth, provide care coordination and case management to support the completion of those goals.
4. Upon successful completion of an individualized Diversion care plan, determined by the CBO through substantial completion of individualized care plan goals, a young person's case will be closed by the CBO.
5. Any crime or incident report associated with a Diversion referral shall be maintained by LEA in accordance with normal records keeping procedures. Such record shall not be released to any outside person or entity without a court order or waiver by the affected youth and their guardian, if at the time of the record request the affected youth is still a minor under age 18.
6. LEA may provide available data collected under normal existing procedures to YDD and CBO.

LEA is not required to create additional data collecting methods to participate in this PA.

7. YDD may require CBO to collect specific data needed to inform program improvement and assess countywide progress, in alignment with YDD guidelines and protections for youth information.
8. All Diversion partners will communicate as needed to support effective implementation and meet reporting requirements, in alignment with YDD guidelines and protections for youth information, as agreed upon in this PA.

## **1. DEFINITIONS RELATED TO YOUTH DIVERSION**

- 1.1. Diversion: An intervention that redirects system response to law enforcement contact in order to prevent a young person's involvement or further involvement with the justice system and to better align the response to youth development and underlying needs.
- 1.2. Arrest: The detaining of a person by a law enforcement officer, which may include being taken into custody or restrained for a period of time in a manner authorized by law.
- 1.3. Citation: A written order to appear before a magistrate or probation officer at a later date in lieu of being arrested and/or booked delivered to juvenile authorities for a violation of law.
- 1.4. Booking: The processing (e.g., fingerprinting, photographing, creation of criminal record identification number) of an arrest by a law enforcement agency or submitting a record of arrest or citation to the Probation Department, District Attorney, or Court.
- 1.5. Counsel and Release: In many cases that can result in arrest, an informal warning, information about existing resources, or connection to family, school- or community-based resources may better address the development and needs of youth. An officer is encouraged to use their authority to Counsel and Release in suitable infraction and misdemeanor cases unless a referral to Diversion programming is deemed appropriate.
- 1.6. Detention: A brief and cursory holding and/or questioning of a person, which may include transporting the person to the law enforcement site for further questioning and information gathering.
- 1.7. Mandated Reporting: According to California law, a person who, because of their profession, has the legal requirement to report any known or suspected abuse or neglect relating to children, elders, or dependent adults to the relevant authorities. Organizations may also have additional protocol or agreements for mandated reporting (See Section 8).
- 1.8. Taking Into Custody: The act of physically holding a person in a criminal or juvenile justice facility by a law enforcement officer beyond a short period of time for the purpose of inspection, preservation or security.

## **2. RESEARCH AND LEGAL FOUNDATION FOR YDD PROGRAM MODEL**

- 2.1. Diversion is most effective and equitable when it is implemented with strong oversight, clear standards, and shared goals.
- 2.2. Diversion is most effective and equitable when referrals reach all youth who are legally eligible for referral in lieu of arrest or citation.

2.2.1. Pursuant to California Welfare and Institutions Code (WIC) Sections 625 and 626, a law enforcement officer has broad discretion to use informal, non-justice system responses to divert youth that include: a) releasing the youth (i.e., Counsel and Release) or b) delivering or referring the youth to a public or private agency with which the city or county has an agreement or plan to provide shelter, counseling, or Diversion services.

2.2.2. In determining which disposition to make, the officer shall prefer the alternative which least restricts the youth's freedom of movement, provided that alternative is compatible with the best interests of the youth and the community.

2.2.3. In accordance with WIC 625.3, youth are eligible for Diversion unless they are 14 years of age or older and have been taken into custody by an officer for the personal use of a firearm in the commission or attempted commission of a felony or for any offense listed in subdivision (b) of Section 707. Underlying circumstances that would be better addressed by school administration, family/caregivers, or other youth-serving systems should also be considered.

2.3. Diversion is most effective and equitable when community-based organizations are empowered as providers of individualized case management youth development and restorative justice services.

### 3. AGREEMENTS ON ELIGIBILITY AND SUITABILITY FOR YDD REFERRALS

3.1. Diversion referrals funded by YDD should occur pre-arrest or pre-booking unless otherwise specified. Any report of arrest or citation should be held in abeyance pending completion of Diversion requirements, with a record of the Diversion referral submitted and retained by the designated County authority.

3.2. Youth eligible for referrals funded by YDD include all youth who would otherwise have been booked for any alleged misdemeanor or felony offense excluding those enumerated in WIC 707(b).

3.3. Huntington Park Police Department (HPPD), Alma Family Services (AFS) and YDD agree to use the following Eligibility Criteria as the foundation for determining that any young person issuitable for Counsel and Release, Diversion Referral, or Arrest: **[use table below to insert approved types of offenses in each eligibility category with as much detail as possible]**

Table 1. Eligibility Criteria

Eligibility Categories	Action Taken <sup>1</sup> (unless deemed unsuitable by supervisor)	Example Offense Types Eligible for Referral from Huntington Park Police to Alma Family Services
Status offense cases		
Suitable low-level misdemeanor or infraction cases with no DMV follow-up required	<u>Eligible for Counsel and Release:</u> Officer may, within his or her discretion, provide youth with informal warning, information about existing resources, or	<ul style="list-style-type: none"> <li>– School-Related Offenses</li> <li>– Shoplifting</li> <li>– Fighting</li> <li>– Possession of marijuana on school</li> </ul>

Incidents where underlying circumstances are better addressed by school administration, family/caregivers, or other youth-serving systems	connection to school- or community-based services without any arrest or citation, generation of crime report, or introduction of consequences for failure to complete services.	<ul style="list-style-type: none"> <li>– grounds</li> <li>– Truancy</li> <li>– Possession or under the influence of alcohol</li> </ul>
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<sup>1</sup> While eligibility and suitability for diversion shall be determined by law enforcement agencies; the appropriate level and type of intervention shall be determined by assessment of risk, needs, and strengths during diversion program intake.

Misdemeanor cases not deemed suitable for Counsel and Release	Eligible for Diversion: Officer or detective may provide youth with referral to diversion for risk and needs assessment and individualized services as an alternative to arrest or citation and further justice system involvement.	<ul style="list-style-type: none"> <li>– Vandalism</li> <li>– Theft</li> <li>– Robbery (Strong arm)</li> <li>– Graffiti</li> <li>– Battery</li> <li>– Driving Under the Influence (DUI) with consent to submit a test (non-traffic collision / non-injury)</li> </ul>
Non-WIC 707(b) felony cases		
Citations where DMV follow-up is required	<u>Cases Diverted through Probation Department Citation Diversion Program</u>	<ul style="list-style-type: none"> <li>– Driving Under the Influence with refusal to submit to a test or where a traffic collision or injury to another person was involved.</li> </ul>
Incidents with youth 14 years of age or older where custody triggers mandatory referral to Probation pursuant to WIC 625.3 <sup>2</sup>	<u>Cases Sent to Probation:</u> Officer or detective completes a citation or booking process and refers youth to Probation. This does not preclude youth from opportunities for diversion at a later stage, either through the Probation Department, the Office of the District Attorney, or the Court.	<ul style="list-style-type: none"> <li>– Felony or Misdemeanor with a firearm</li> <li>– Felony with any weapon</li> <li>– WIC 707(b) offenses</li> </ul>

3.4. If additional review is deemed necessary, Huntington Park Police Department, Alma Family Services and YDD agree to use the following Suitability Considerations to determine whether any eligible youth is suitable for Diversion Referral: **[use table below to insert approved Suitability Considerations with as much detail as possible]**

Table 2. Suitability Considerations

Huntington Park Police Department: Considerations for Determining Unsuitability for Submitting Youth Diversion Referral	Alma Family Services: Considerations for Determining Unsuitability for Accepting Youth Diversion Referral
<ul style="list-style-type: none"> <li>- Crimes committed using a firearm.</li> <li>- Severity of injuries caused to victim. Injuries of a more serious nature may lead to a determination of unsuitability.</li> </ul>	<ul style="list-style-type: none"> <li>- Mental Health/Psychiatric Acuity that requires immediate intervention, such as a 5150 hospitalization by a higher level of mental health care.</li> <li>- Lack of parental/guardianship support as youth may not consent to their own services/participation in the program.</li> <li>- 707 (b) youth offenses will not be suitable for Diversion.</li> <li>- Youth under 10 years of age.</li> </ul>

3.5. Huntington Park Police Department will consider eligibility and suitability based on facts known to them at the time of initial contact with the minor as well as what is available to the officer from their agency’s database. No admission of guilt is required for referral to Diversion and a young person’s attitude or other personal characteristics are not to be considered when determining

eligibility or suitability. Officers shall refrain from asking questions about the young person's drug and alcohol use, gang affiliation, or prior criminal offenses. Officers shall not inquire of a young person's involvement with the child welfare system, immigration status, or other subjects that do not pertain to the eligibility and suitability criteria outlined above.

- 3.6. Youth who have an open dependency case are eligible for Diversion. Huntington Park Police Department will agree not to use an open dependency case as a determining factor whether a youth is eligible for referral.
- 3.7. Youth who are currently on probation are not automatically ineligible for Diversion. Alma Family Services will work with an eligible and suitable youth's Deputy Probation Officer (DPO)

<sup>2</sup> Pursuant to WIC 625.3, a youth who is 14 years of age or older and is taken into custody by an officer for the personal use of a firearm in the commission or attempted commission of a felony or for any offense listed in subdivision (b) of Section 707 shall not be released until brought before a judicial officer to provide notification and identify ways a referral to Diversion can prevent the young person's further involvement in the justice system (e.g., violation of terms of probation).

Table 3. Huntington Park Police Department and Alma Family Services will employ the following protocol for youth with current justice system involvement who are determined to be eligible and suitable for Diversion.

<b>Referral Protocol for Youth with Current Justice System Involvement</b>
If a young person is currently on Probation Supervision but is picked up for an alleged offense which is eligible for a new diversion referral, Alma Family Services may contact the Probation Department or assigned Deputy Probation Officer to discuss suitability for Diversion Referral in lieu of violation, citation, or arrest.

- 3.8. Youth with prior justice system contact or prior referrals to Diversion are eligible for Diversion. Huntington Park Police Department may permit youth with prior referral(s) to Diversion to participate in a new referral to Diversion based on the eligibility criteria and suitability considerations outlined in Tables 1 and 2. For youth with prior referral to Diversion, Alma Family Services and/or YDD will determine if continued Diversion efforts are viable for any specific youth.
- 3.9. If a young person is currently enrolled in a Diversion program through another source of referral and Huntington Park Police Department comes into contact with them, Huntington Park Police Department may complete the new referral to Alma Family Services. Alma Family Services will determine if the young person is given the opportunity to continue or adjust participation without duplication of services.

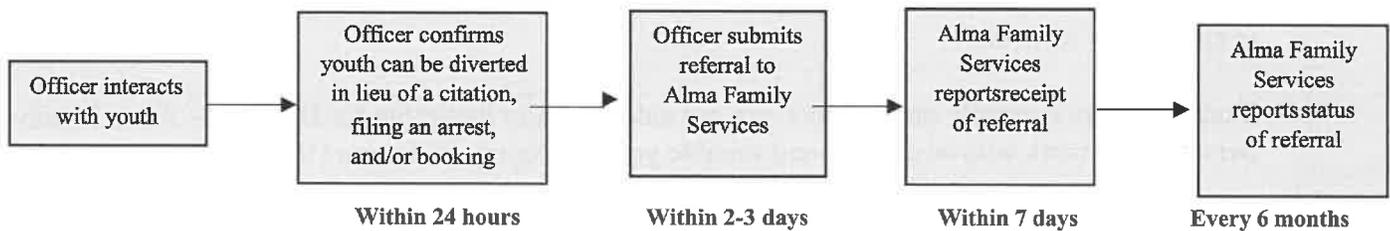
#### **4. RESPONSIBILITIES OF HUNTINGTON PARK POLICE DEPARTMENT**

- 4.1. The goal of the Huntington Park Police Department will be to ensure all officers determining a youth's eligibility to Diversion receive training provided by YDD, including at least the following: YDD Referral Protocol, Trauma-Responsive Interactions with Youth, and Implicit Bias.
- 4.2. The goal of the Huntington Park Police Department will be to ensure all officers determining a youth's eligibility to Diversion are currently receiving the following training: "Overview of Alma Family Service's Youth Diversion and Development Program" provided by Alma Family Services in the year 2022 and ongoing as new LEA staff are hired who have a role in Huntington

Park Police Department's youth diversion.

4.3. Huntington Park Police Department will employ the following steps to refer youth to Alma Family Services for Diversion:

Figure 1. Summary of Huntington Park Police Department Referral Process



- 4.3.1 When an Officer comes into contact with a young person for an incident that might result in arrest or citation, they will employ current agency protocol and determine if the young person is suitable for Diversion. The on-duty Watch Commander will review the report/citation and verify the young person's diversion suitability or lack of.
- 4.3.2 If the Officer can confirm the identity of the young person in the field, they may informally Counsel and Release the young person or complete a Pre-Booking Diversion Referral in alignment with the Eligibility Guidelines outlined in Table 1.
- 4.3.3 If the arresting officer determines a young person is suitable for Diversion, the officer will provide a verbal description of the review process for diversion to a young person and/or their parent or guardian. The on-duty Watch Commander will review the associated report and verify that Diversion is the appropriate action.
- 4.3.4 If Huntington Park Police Department determines an eligible youth is suitable for Diversion Referral, they will send the referral to Alma Family Services via the Comprehensive Health Accompaniment and Management Platform (CHAMP). The information included in the CHAMP referral is outlined in Table 5 below.
- 4.4 The Huntington Park Police Department Records Division will maintain tracking information on youth referred to diversion. The Investigations Division will communicate as needed with Alma Family Services about the status of referrals.
- 4.5 Huntington Park Police Department will share available data on youth diversion referrals, as well as de-identified data on youth arrests and youth citations with YDD quarterly. Huntington Park Police Department is not required to create tracking systems not already available in the RMS or CAD systems.
  - 4.5.1 If a young person has been Counseled and Released, Huntington Park Police Department will provide the youth a verbal description of the decision or information about local resources.
  - 4.5.2 If a young person is referred to Diversion, the handling officer will provide youth and guardian a verbal description of the decision and information about Diversion and will indicate the

decision to refer in data shared with YDD.

Table 5. Referral data shared with Alma Family Services will include the following fields:

<b>Diversion Referral Data Fields</b>
- Referral Date
- Referring Officer
- Referring Agency
- Type of Referral
- Date of Alleged Offense
- Type of Alleged Offense
- Physical description of the young person as currently collected by HPPD (demographic information)
- Youth Contact Information
- Guardian Contact Information

- 4.6 All decisions not to refer legally eligible youth for formal Diversion will be reviewed by the Watch Commander within 24 hours and the ultimate decision in Diversion after review by the Watch Commander will be recorded in the in the data shared with YDD.
- 4.7 Huntington Park Police Department will participate in a conference call with Alma Family Services and YDD at least quarterly to discuss opportunities to improve Diversion program coordination. When needed, an in-person meeting will replace the conference call.
- 4.8 Huntington Park Police Department will meet, or conference call, with Alma Family Services as needed to discuss opportunities to improve Diversion program communication or implementation. Huntington Park Police Department Personnel are not required to accommodate meetings outside of the Huntington Park Police Department. Any meeting or conference call should occur Monday - Thursday between the hours of 8 am and 2 pm.
- 4.9 Huntington Park Police Department will set the following short and long-term objectives to support continued program improvement and expansion:

**Short-term Objectives:**

- Divert all youth that meet eligibility and suitability criteria for diversion.
- Work with Alma Family Services to support referred youth's successful completion of diversion as needed.
- Equitably reduce the number of filed citations and arrests for eligible cases.

**Long-term Objectives:**

- Improve the trust and relationship between Huntington Park Police Department, youth, and Alma Family Services.
- See reduction in new citations and arrests for youth who participated in diversion.
- See improvement in community safety.

## **5. RESPONSIBILITIES OF ALMA FAMILY SERVICES**

- 5.1 Alma Family Services will provide youth diversion and development services locally within Huntington Park and will ensure that services are provided in a convenient location for the youth and their family.
- 5.2 Alma Family Services will ensure all staff interacting with youth in diversion are currently receiving the core annual trainings, along with additional trainings as needed. Core trainings include, but not limited to, trauma informed therapy, motivational interviewing, seeking safety, and others.
- 5.3 Alma will ensure all staff receive training provided by YDD, including at least the following: YDD Assessment Protocol, Trauma Responsive Interactions with Youth, Implicit Bias, Youth Development, and Restorative Justice.
- 5.4 Alma Family Service's Case Manager and Data Team will receive referrals from Huntington Park Police Department and report receipt of referral to Huntington Park Police Department within 48 business hours of receipt.
- 5.5 Alma Family Service's Program Manager will assign a Case Manager to the referral, who will make a minimum of 5 attempts per day to contact youth and caretaker to provide orientation within 72 hours of receiving the referral to set up an intake meeting. These attempts include but are not limited to phone calls, in person visits to the home and/or school, and if necessary, contacting the referring individual.
- 5.6 If Alma Family Services cannot make contact with youth and caretaker within 10 business days of the third attempted contact with no response, the Response Team, which will consist of the Case Manager, Program Manager, and Chief Operating Officer, will contact Huntington Park Police Department and YDD to identify next steps and obtain support in establishing contact with the young person. Next steps can include eliciting support from the school to schedule a parent-student meeting via "partnership meetings" or obtain additional contact information from Huntington Park Police Department.
- 5.7 Once Alma Family Services notifies Huntington Park Police Department that they are unable to contact youth, Huntington Park Police Department will attempt to contact the youth and/or family at least one time to assist Alma Family Services in enrolling the youth in diversion. If this attempt is not successful, the case will be returned unsuccessfully to Huntington Park Police Department.
- 5.8 Alma Family Services will assign a Case Manager to obtain all required informed consent for participation in Diversion services, conduct a strengths-based intake assessment, and develop individualized goals for the young person's Diversion completion plan, and support the young person's connection to supportive services and youth development activities including, but not limited to, educational and vocational support, mentorship, civic engagement and leadership opportunities, arts and recreation, physical and mental health care, family engagement, and restorative or transformative justice approaches to repair any harmed caused.

5.9 Alma Family Services will work with youth and any identified victims to identify opportunities to repair harm through in-house coordination or external referral through the YDD network for restitution services or more formal restorative justice practices as needed. Alma may work with Huntington Park Police Department to determine a victim’s willingness to engage in restorative justice.

5.10 Alma Family Services Case Managers will connect participants to the level and type of individualized support services indicated by their intake assessment and completion plan goals.

5.11 Alma Family Services Case Managers will work with participants to adjust care plan goals as needed to support successful program completion and report status of completion to Huntington Park Police Department within 6 months for an alleged misdemeanor referral and 12 months for an alleged felony referral, identifying any needs for additional time based on the young person’s individualized care plan.

5.1 Alma Family Service’s Response Team will provide aggregate status updates to Huntington Park Police Department every six months using the following data fields to protect youth confidentiality:

Table 7. Data on Status of Referrals shared with Huntington Park Police Department and YDD will include the following fields:

<b>Time 1: Referral Status</b>	<b>Time 2: Enrollment Status</b>	<b>Time 3: Completion Status</b>
<ul style="list-style-type: none"> <li>- Pending</li> <li>- Received by CBO</li> <li>- Returned to LEA</li> </ul>	<ul style="list-style-type: none"> <li>- Pending (<i>show referral status</i>)</li> <li>- Enrolled               <ul style="list-style-type: none"> <li>▪ Participating in New Program</li> <li>▪ Continuing Existing Program</li> </ul> </li> <li>- Not Enrolled               <ul style="list-style-type: none"> <li>▪ Youth Declined</li> <li>▪ Guardian Declined</li> <li>▪ CBO Unable to Make Contact</li> <li>▪ Youth Unable to Travel to CBO</li> <li>▪ Other: _____</li> </ul> </li> <li>- Referral Not Sustained               <ul style="list-style-type: none"> <li>▪ Charges Disputed</li> <li>▪ Charges Cleared</li> <li>▪ Services Provided Elsewhere</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>- Pending (<i>show enrollment status</i>)</li> <li>- Substantial Completion of Diversion Goals</li> <li>- Terminated Without Completion of Diversion Goals               <ul style="list-style-type: none"> <li>▪ Youth Withdrew</li> <li>▪ Guardian Withdrew</li> <li>▪ CBO Unable to Make Contact</li> <li>▪ Youth Unable to Travel to CBO</li> <li>▪ Other: _____</li> </ul> </li> <li>- Change in Eligibility Status Authorized by YDD               <ul style="list-style-type: none"> <li>▪ New Ineligible Offense</li> <li>▪ Aged Out of Program</li> <li>▪ No Longer Los Angeles County Resident</li> <li>▪ Other: _____</li> </ul> </li> </ul>

5.2 Alma Family Services will participate in YDD’s evaluation and contract monitoring activities.

5.3 Alma Family Services will participate in a quarterly conference call with Huntington Park Police Department and YDD at least quarterly to discuss opportunities to improve Diversion program coordination.

5.4 Alma Family Services will set short and long-term objectives to help support continued program improvement:

### Short Term Objectives:

- Complete 80% of comprehensive assessment of all Diversion referred youth's needs and assets.
- Increase access to meaningful supportive services and linkage to resources to all referred youth, as needed.
- Inform the Huntington Park community of the diversion program and its benefits.
- Support successful completion of diversion goals for all youth referred from Huntington Park Police Department.
- Create sustainable case plans that includes educational, employment, cultural/social goals for youth upon completing the diversion program.

### Long-Term Objectives:

- Improve the trust and relationship between Alma Family Services, youth and Huntington Park Police Department
- Improve health outcomes for youth referred to Diversion
- Increase academic/vocational engagement for youth
- Reduce further negative interactions for youth within the juvenile justice system
- Reduce the disparities in youth who are not enrolled or do not successfully complete the program.

## **6. RESPONSIBILITIES OF THE DIVISION OF YOUTH DIVERSION AND DEVELOPMENT**

- 6.1. YDD will provide central coordination and oversight for Los Angeles County's YDD initiative.
- 6.2. YDD will provide funding and contract management for community-based organizations providing Diversion services.
- 6.3. YDD will provide training, technical assistance, and capacity-building for Diversion partners.
- 6.4. YDD will provide tools and guidelines to support Diversion practice, including template partnership agreements, template referral forms for LEAs, and template data collection forms for LEAs and CBOs.
- 6.5. YDD will not share individualized service-utilization data with the Probation Department, District Attorney's Office, or the Court. Instead, these agencies will be able to develop informed decisions about a young person's case through existing practices with appropriate due process protections.
- 6.6. YDD will conduct regular assessment and publish de-identified evaluation results to hold providers accountable to standards of quality, providing capacity-building and support as needed to improve program effectiveness and equitable implementation.

## 7. AGREEMENTS ON COMMUNICATION AND REPORTING

7.1. YDD will coordinate communication among Diversion partners according to the following communication guidelines:

Table 8. Primary Methods of Communication Between Partners

Method of Communication	Timing	Purpose of Communication
Partner Meetings	As needed	Identify opportunities to improve program coordination, communication, or implementation; provide referral updates as needed every three months
Fax or email to Huntington Park Police Department to confirm Alma Family Service's receipt of initial referral	Within 48 hours of receipt	Confirm receipt of referral
Return case to Huntington Park Police Department if Alma Family Services is unable to make contact with youth and guardian	After 30 days if no contact made	Huntington Park Police Department will proceed with final disposition of case, which may include filing the case with the Probation Department
Program Management meetings between YDD and Alma Family Services	At least quarterly	Discuss opportunities for technical assistance or support for service-delivery
Call to Alma Family Services or YDD to discuss previous diversion referrals or current participation in diversion programming	As needed	Identify appropriate connection to services

Table 9. Points of Contact for Each Party [use table below to insert contact(s) as appropriate]

Representative from Each Party	Name	Phone Number	Email Address
Youth Diversion and Development	Mia Foreman	213-288-8892	mforeman@dhs.lacounty.gov
Alma Family Services	Adrian Mancilla	626-419-6478	adrianm@alfamilyservices.org
Huntington Park Police Department	Lieutenant Patrick Kraut	323-826-6641	pkraut@huntingtonparkpd.org
Mandated Reporting Child Protection Hotline		1-800-540-4000	<a href="https://reportchildabusela.org">https://reportchildabusela.org</a>
5150 LPS Reporting Centralized Assessment Team		1-866-830-6011	

## 8. CONFIDENTIALITY FOR YOUTH PARTICIPATING IN DIVERSION

- 8.1. Pursuant to WIC 5328(a), when a minor receives mental health treatment and services or services funded by the Mental Health Services Act Fund (i.e., YDD Programs), their records and all information regarding the treatment or services is confidential and protected by state law.
- 8.2. Alma Family Services will keep information about each youth private and cannot disclose any information outside of what is required of them as mandated reporters under the guidelines of Penal Code 11165.7 for Mandated Reporting and under the Welfare and Institutions Code Section 5150, also known as Lanterman-Petris-Short Act, which provides guidelines for handling involuntary civil commitment of individuals to mental health institutions in the State of California.

- 8.3. Huntington Park Police Department will not use any statements made by youth in the course of the Diversion process (i.e., information gathered by Alma Family Services or disclosed to service providers in the course of receiving Diversion services) in further criminal proceedings.
- 8.4. Huntington Park Police Department will not interview or investigate any employee of Alma Family Services, other Diversion service providers, family and community members who participate in Diversion, nor any other participant in the youth's Diversion care plan to testify about any information learned in the course of Diversion, unless it is deemed necessary under the mandated reporting, or by issuance of a judicial subpoena.
- 8.5. The Huntington Park Police Department will not introduce a young person's agreement to participate in Diversion, or the fact that a young person did not complete Diversion, into any juvenile or criminal proceedings for any purpose including for impeachment purposes. This does not prevent justice system agencies not in control of Huntington Park Police Department from utilizing or disclosing these details in court proceedings.
- 8.6. In cases where multiple youth are arrested for the same or related offenses and would be considered "co-defendants" in court, if all youth are otherwise eligible, they should all be referred to Diversion. In the case that not all youth can be referred, the Huntington Park Police Department will not mention the fact that the youth is participating in Diversion in any of the "co-defendant's" pleadings, probation reports, court proceedings or plea negotiations. This does not prevent justice system agencies not in control of Huntington Park Police Department from utilizing or disclosing these details in court proceedings.

## **9. CONFIDENTIALITY AND IMMUNITY FOR OTHER PARTICIPANTS**

- 9.1. If a young person brings adults and/or other youth to participate in Diversion services with them (e.g., in Restorative Justice processes), Huntington Park Police Department agrees that information, including those of adults and/or youth who participate in the Diversion program with the youth, will not be used for any purpose in any related or unrelated court proceedings. This does not prevent justice system agencies not in control of Huntington Park Police Department from utilizing or disclosing these details in court proceedings.

## **10. CONFIDENTIALITY WITH REGARDS TO IMMIGRATION STATUS**

- 10.1. Huntington Park Police Department agrees not to ask anyone referred for Diversion, nor their parents, caretakers, guardians or community members who participate in Diversion with the youth, about their immigration status.
- 10.2. Huntington Park Police Department agrees that all new information learned throughout the Diversion process regarding the immigration or documentation status of the diverted youth, their families and caregivers, and any others participating in the Diversion process shall not be shared with any federal law enforcement or immigration agencies or authorities, or anyone outside of the Diversion process as per the Immigration Policy 438 and the SB54 California Values Act.

10.3. Huntington Park Police Department agrees to oppose any federal or other requests for information regarding the immigration status of any Diversion participant.

## 11. YOUTH RIGHTS

11.1. Alma Family Services shall inform the youth and his/her parent, guardian, or custodian that participation in Diversion is voluntary.

11.2. Alma Family Services shall inform the youth and his/her parent, guardian, or custodian that if the Diversion process is not successful, the youth will be referred back to Huntington Park Police Department, which could result in their case being processed through the juvenile or criminal court.

11.3. A referral to Diversion by Huntington Park Police Department and a voluntary acceptance of Diversion by the youth does not constitute a waiver of the statute of limitations.<sup>3</sup>

## 12. MISCELLANEOUS

12.1 Alma Family Services shall comply with The County of Los Angeles Division of Youth Diversion and Development's Master Agreement, which outlines responsibilities for Independent Contracting in Section 8.26, Indemnification in Section 8.27 and Provisions for Insurance Coverages in Section 8.28 and 8.29.

12.2 INDEPENDENT CONTRACTOR STATUS. City, County and Alma Family Services agree that Alma Family Services, in performing the services herein specified, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with City and County. Alma Family Services is not an agent or employee of City or County, and is not entitled to participate in any pension plan, insurance, bonus, workers' compensation or similar benefits City or County provide their employees.

12.3 INDEMNIFICATION. Alma Family Services shall indemnify, defend (at Alma Family Service's sole expense with legal counsel reasonably approved by the City and County) and hold harmless the County of Los Angeles, the City of Huntington Park, members of their respective boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgements arising out of or related to Alma Family Service's responsibilities under this Agreement. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage. Notwithstanding the foregoing, nothing herein shall be construed to require Alma Family Services to indemnify or defend an Indemnitee from any claim arising from sole negligence or willful misconduct of that Indemnitee. The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by County or City to Alma Family Services of a claim with the potential scope of this

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<sup>3</sup> *In re Elijah C.* (2016) 248 Cal.App.4th 958, holding that a waiver of the statute of limitations by a minor without consultation with counsel prior to a petition being filed is invalid.

indemnification provision, and exists regardless of any determination of the ultimate liability of Alma Family Services, City, County or any Indemnatee.

12.4INSURANCE. Without limiting its obligation pursuant to Section12.1 of this Agreement, Alma Family Services shall procure and maintain, at its own cost and expense and for the duration of this Agreement, insurance coverage as set forth in Sections 8.28 and 8.29, Insurance Coverage in the Master Agreement with the YDD under the County of Los Angeles, Department of Health Services, which are incorporated herein by reference. In addition, Alma Family Services shall name the City of Huntington Park, members of City Council, and the respective boards and commissions, officers, agents, and employees of the City and County, as an additional insured in an endorsement to the policy, which shall be provided to the City and approved by the City Attorney.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS PARTNERSHIP AGREEMENT:

Cosme Lozano  
Chief of Police  
Huntington Park Police Department

Diego H. Rodrigues, LMFT  
Executive Vice President/COO  
Alma Family Services

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Ricardo Reyes  
City Manager  
City of Huntington Park

Los Angeles County Division of Youth  
Diversion and Development, Office of Diversion & Reentry  
Department of Health Services

\_\_\_\_\_

\_\_\_\_\_

Michelle Newell  
Director, Officer of Diversion and Reentry

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ITEM NO. 7



# CITY OF HUNTINGTON PARK

Police Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **APPROVAL OF SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize the City Manager to execute a six (6) year Service and System Upgrade Agreement with Motorola Solutions in an amount not to exceed \$158,090.27 over the six-year course of the agreement; and
2. Authorize the City Manager to waive the formal bid process and approve a sole source purchase due to proprietary software and hardware that can only be serviced and upgraded by the manufacturer (Motorola Solutions); and
3. Authorize the City Manager to budget \$24,404.29 in the 2022-2023 Fiscal Year budget to cover the cost of year one of the agreement.

### **BACKGROUND**

In 2020, the Huntington Park Police Department (HPPD) was approved to join the Interagency Communications Interoperability (ICI) radio network. By participating in the ICI network HPPD's radio communication capabilities significantly improved to provide clear, reliable and secure radio communication in the City and wide area beyond the City boundaries, for HPPD police officers and field support personnel.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

By entering into a six-year agreement with Motorola Solutions, the City will benefit from volume discount offered to all participating City police agencies using the ICI Radio System. The individual pricing would otherwise be at a greater cost without the group rate.

**APPROVAL OF SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS**

June 21, 2022

Page 2 of 3

The Service Agreement establishes technical support, network monitoring, security update service, repairs, and preventative maintenance for the three (3) Motorola MCC 7500 radio dispatch consoles, located in the HPPD Communications Center.

The System Upgrade Agreement (SUA) provides for radio network technology refresh as needed to keep the system in a "standard support" window for the duration of the six-year contract period. Keeping the system in a standard support window ensures the best-in-class cyber security technology through anti-virus updates, and MSI software patches. When needed, the SUA will also cover the update or replacement of relevant components to the radio network subsystems.

**FISCAL IMPACT / FINANCING**

The six-year agreement will run from June 1, 2022 through June 30, 2028. There will be an incremental fiscal impact to City funds each year of the agreement, beginning with \$24,404.29 for year one (2022-2023 FY). These funds can be budgeted to the Police Contractual Services Account # 111-7010-421.56-41.

	<b>Advanced 6 Year + SUA</b>	<b>Total</b>
July 1, 2022	\$17,574.29 + \$6,830	\$24,404.29
July 1, 2023	\$18,243.35 + \$6,963	\$25,206.35
July 1, 2024	\$18,741.78 + \$7,098	\$25,839.78
July 1, 2025	\$19,439.48 + \$7,234	\$26,673.48
July 1, 2026	\$20,164.62 + \$7,372	\$27,536.62
July 1, 2027	\$20,917.75 + \$7,512	\$28,429.75
		<b>\$158,090.27</b>

**FACTS AND PROVISIONS / LEGAL REQUIREMENTS**

Reference the attached agreement for legal and procedural considerations associated with the Agreement.

The proposed agreement is exempt from the competitive bidding and selection process pursuant to Huntington Park Municipal Code section 2-5.14 / Sole Source Vendors, which states that the formal bidding process shall be waived in areas where only a single vendor can reasonably provide the service, product or project being purchased.

**CONCLUSION**

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,

**APPROVAL OF SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS**

June 21, 2022

Page 3 of 3

RICARDO REYES  
City Manager



**COSME LOZANO**  
Chief of Police

**ATTACHMENTS**

A: ICI 6-Year Advanced Plus Services Proposal

B: ICI 6-Year Service Agreement

**ATTACHMENT "A"**



# INTERAGENCY COMMUNICATIONS INTEROPERABILITY

SIX-YEAR P25 SYSTEM ADVANCED PLUS SERVICES PROPOSAL

DECEMBER 22, 2021

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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

December 22, 2021

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

Subject: Interagency Communications Interoperability P25 System Advanced Plus Services Proposal

Dear Mr. Edey:

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

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

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

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

Sincerely,  
Motorola Solutions, Inc.



Jerry Burch  
Territory Vice President

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SECTION 1

# EXECUTIVE SUMMARY

Motorola has carefully studied ICI’s current approach towards services and software upgrades, and has developed a new strategy which should benefit the ICI system and users in the years to come. A detailed comparison between the current and new approach is shown in the table below.

	Current Approach	New Approach
System Upgrades	<b>One-off Upgrade Approach</b> 1. Complex upgrade efforts 2. Missing on new features 3. GGM replacement 4. Very costly	<b>Subscription to an Upgrade Program</b> 1. Upgrades are scheduled in advance and well planned/executed 2. New feature available to ICI to purchase 3. Predictable upgrade cost spread over 6 years 4. Volume discounts
Service Agreements	<b>Individual Service Agreements</b> 1. Inconsistent maintenance approach across single network 2. Complex, inconsistent timing and pricing of contracts 3. Higher cost 4. Non-participating agencies leave entire system at risk	<b>Consistent Maintenance Approach</b> 1. All ICI agencies have same Motorola service entitlements 2. Volume discounts 3. Predictable annual maintenance cost per agency over 6 years 4. Consistent pricing per site equipment

SECTION 2

# PRICING SUMMARY

The following table provides a breakout of the P25 Advanced Services and System Upgrade Agreement (SUA) over six years.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	TOTAL
ICI Fiscal Year	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28	
Start Date	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	
SUA	\$769,754	\$784,746	\$799,918	\$815,276	\$830,828	\$846,579	<b>\$4,847,101</b>
Advanced Services	\$2,296,187	\$2,381,522	\$2,470,136	\$2,562,091	\$2,657,664	\$2,756,925	<b>\$15,124,525</b>
	<b>\$3,065,941</b>	<b>\$3,166,268</b>	<b>\$3,270,054</b>	<b>\$3,377,367</b>	<b>\$3,488,492</b>	<b>\$3,603,504</b>	<b>\$19,971,626</b>

Notes:

Pricing is valid through December 31, 2021.

## 2.1 SUA PRICING BREAKDOWN PER AGENCY

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

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

## 2.2 ADVANCED SERVICES PRICING BREAKDOWN PER AGENCY

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

## 2.3 PAYMENT TERMS

For SUA and Advanced Services, Motorola will invoice ICI, JPA annually in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.

Subscriber Agencies will be invoiced individually on annual basis in advance of each year of the plan for their portion of the contract, as detailed in the sections 2.1 and 2.2.

SECTION 3

# SOLUTION DESCRIPTION

Motorola is pleased to propose to ICI its Advanced Plus Services package for 6 years consisting of Advanced Services and System Upgrade Agreement.

## 3.1 ADVANCED SERVICES FOR MASTER, RF, AND CONSOLE SITES

In order to ensure that Interagency Communications Interoperability (“ICI”) has access to technical support teams and resources for troubleshooting and maintenance, Motorola proposes Advanced Services to ICI. Appropriate for customers who need immediate access to Motorola’s technical personnel, Advanced Services provide remote assistance to address unforeseen network events, make necessary repairs to network components, and deliver patches to keep ICI’s system secure. The proposed offering consists of the following specific services.

- Network Event Monitoring
- Technical Support
- Network Hardware Repair with Advanced Replacement
- Remote Security Update Service (RSUS)
- On-site Infrastructure Response
- Annual Preventive Maintenance
- Security Monitoring

These services will be delivered to ICI through a centralized team within Motorola’s Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and through Motorola’s Repair Depot, which will ensure that equipment is repaired to the highest quality standards.

The above described services vary across network components as described below.

System Element	Services Offer	
	SUA II	Advanced Services
Master and DSR	Yes	Yes
Prime Sites and RF Sites	Yes	Yes
Consoles	Yes	Yes
NICE	No	No
Genesis	No	No
Microwave	No	No
Backhaul MPLS Routers	No	No

Full descriptions of Advanced Services may be found in Section 4 - Advanced Services Statement of Work for Master, RF, and Console Site Support”.

## 3.2 SYSTEM UPGRADE AGREEMENT (SUA)

The System Upgrade Agreement (SUA) provides for radio network technology refresh as needed to keep the system in a “standard support” window for the duration of the six-year contract period.

Keeping the system in a standard support window ensures the following:

- Best-in-class cyber-security technology through Anti-virus updates, vetted 3rd party, and MSI software patches
- Access to expansion components when needed to add RF and console sites and even new (unknown today) features
- Access to Motorola support services as needed

When needed, the SUA will cover update or replacement of relevant components in the following radio network subsystems:

- Master site (includes DSR)
- RF sites (includes 10 Prime sites, 38 Remote sites)
- Console sites (includes 32 Dispatch site locations)
  - Excludes consolettes, radios and antenna systems
- MCC 7500 Subsystem (includes 168 MCC7500 Operator Positions, 4 AIS)

Based on current lifecycle support of various components that compose the radio network we anticipate that system upgrades will occur approximately every two years with items listed below updated or refreshed when no longer supportable.

Component	Typical Refresh Cadence
Motorola System Release Software	2 Years
3rd Party Software Applications	3 Years
Operating Systems	3-5 Years
Databases	3-5 Years
Servers	3-4 Years
Switches	5-6 Years
Routers	3-5 Years
PCs	2-3 Years
Firewalls	3-5 Years
MSI - RF site equipment Field Replaceable Units (FRUs)	8-10 Years

Details and scope of coverage can be found in Section 5 – ASTRO 25 System Upgrade Agreement II (SUA II) Statement of Work.

SECTION 4

# ADVANCED SERVICES STATEMENT OF WORK FOR MASTER, RF, AND CONSOLE SITE SUPPORT

## 4.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Services ("Advanced Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Security Monitoring.

Each of these elements is summarized below and expanded upon in Section 4.4. In the event of a conflict between the descriptions below and an individual subsection of Section 4.4, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

### Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

### **Remote Technical Support**

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

### **Network Hardware Repair**

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

### **Remote Security Update Service**

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

### **On-site Infrastructure Response**

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

### **Annual Preventive Maintenance**

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

### **Security Monitoring**

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions technologists have direct access to Motorola Solutions engineers for rapid resolution.

## **4.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM**

Advanced Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

### **4.2.1 Centralized Managed Support Operations**

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors.



The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (“CRM”) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

## 4.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

## 4.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager (“CSM”) will be the Customer’s key point of contact for defining and administering services. The CSM’s initial responsibility is to create the Customer Support Plan (“CSP”) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Services.

## 4.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

## 4.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser.





Figure 4-1: MyView Portal offers real-time, role-based access to critical network and services information.

The information available includes:

- Network Event Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- Security Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

## 4.3 CONNECTIVITY SPECIFICATIONS

The Advanced Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

## 4.4 ADVANCED SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

### 4.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

#### 4.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 4-1.

Table 4-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: <ul style="list-style-type: none"><li>- Event occurs 5 times in 30 minutes.</li><li>- Event causes 10 minutes of continuous downtime for a monitored component.</li></ul>	An incident will be triggered if an event fulfills one of the two following criteria: <ul style="list-style-type: none"><li>- Event occurs 7 times in 30 minutes.</li><li>- Event causes 15 minutes of continuous downtime for a monitored component.</li></ul>

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an

incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

#### 4.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

#### 4.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 4.4.1.9: Monitored Elements.

#### 4.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 4.4.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 4.4.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 4.4.1.6: Customer Responsibilities.



- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 4.4.1.6: Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

#### 4.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
  - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

#### 4.4.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.

- Allow Motorola Solutions’ field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions’ field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer’s system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer’s CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 4.5: Priority Level Definitions and Response Times.

#### 4.4.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

**Table 4-2: Available Connectivity**

System Type	Available Connectivity	Set up and Maintenance
ASTRO@ 25	Internet VPN	Motorola Solutions
ASTRO@ 25	Ethernet	Motorola Solutions

#### 4.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

**Table 4-3: Motorola Solutions Owned and Supplied Equipment**

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

#### 4.4.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

**Table 4-4: Monitored Elements**

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

## 4.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

### 4.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 4.5: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

### 4.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 4.5: Priority Level Definitions and Response Times.

### 4.4.2.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.



#### 4.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

#### 4.4.2.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

#### 4.4.2.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 4.5: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer



agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

### 4.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

#### 4.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

#### 4.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager ("CSM").

#### 4.4.3.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

#### 4.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:



- When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (“NTF”) to third-party vendor for repair.
- When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.
- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 4.4.3.6. If the Customer’s software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (“CST”), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out (“NFO”). In such cases, the Customer will be responsible for paying shipping and handling charges.

#### 4.4.3.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS’s, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

#### 4.4.3.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



### 4.4.3.7 Repair Process

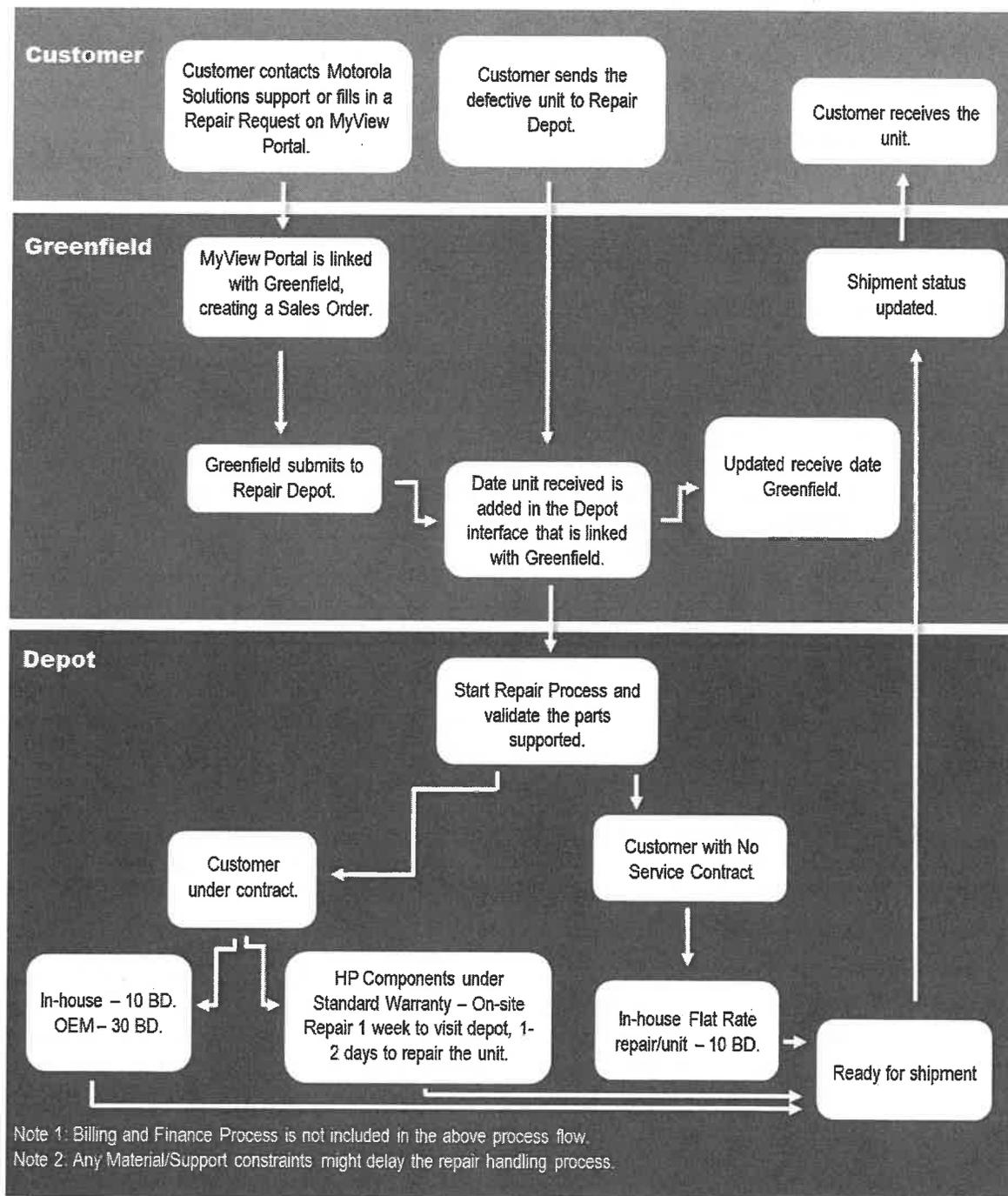


Figure 4-2: Repair Decision Process

#### 4.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (“FRU”) in exchange for the Customer’s malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot’s FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 4-3 for details on the unit loan process.

##### 4.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out (“NFO”) shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 4-3 for the loaner process, and Table 4-5 for shipping charge details.

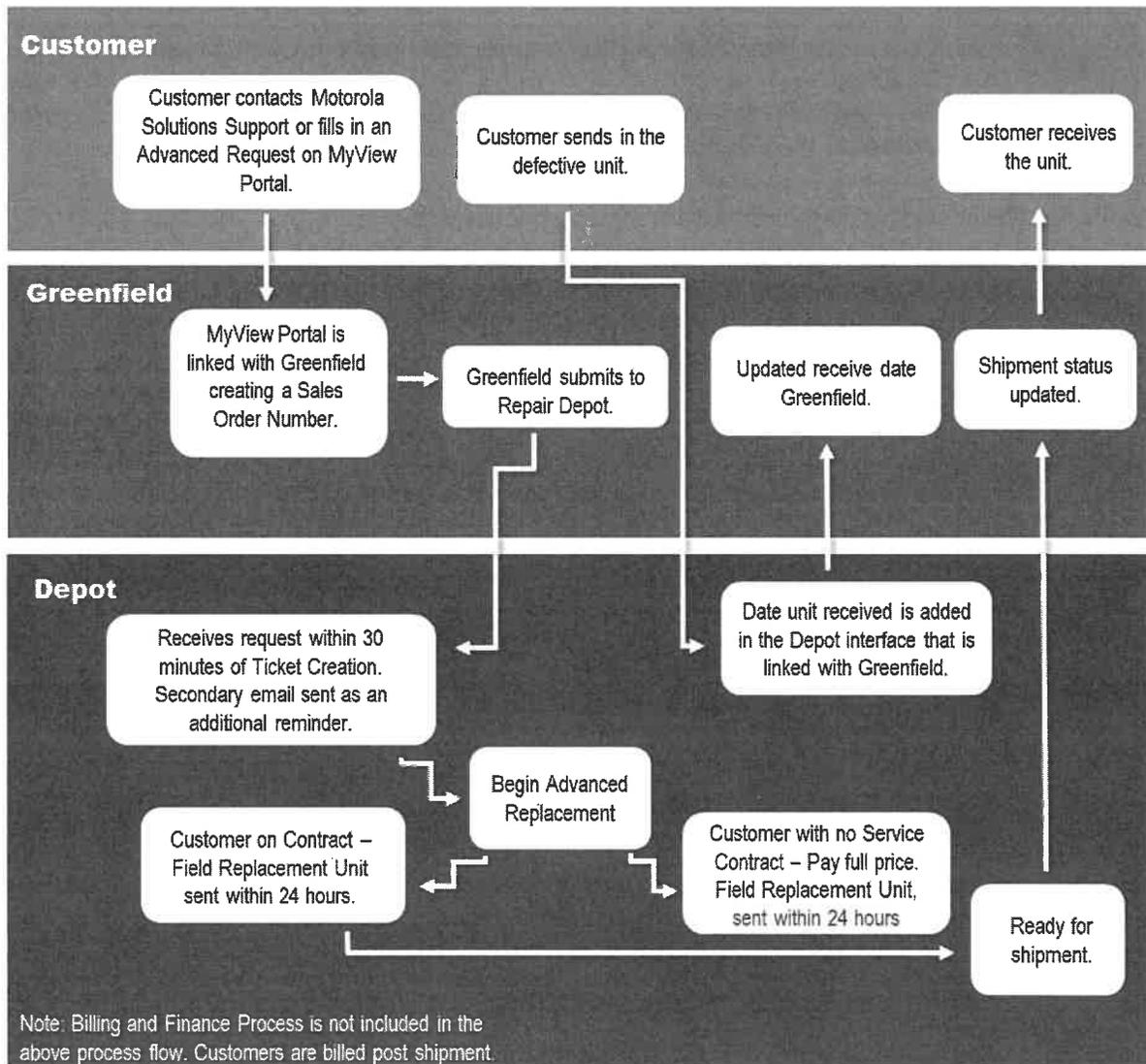


- Provide repair return authorization (“RA”) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock

#### 4.4.3.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 4.4.3.8.1. See Table 4-5 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions’ FRU inventory, properly package the Customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions’ repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU’s not returned within five business days.
- At the Customer’s expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

### 4.4.3.8.3 Replacement Process for Advanced Replacement



**Figure 4-3: Advanced Replacement or Loaner Decision Process**

**Table 4-5: Shipping Charges and Default Mail Service:**

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

\*Motorola Solutions shipping carrier – FedEx

#### 4.4.4 Remote Security Update Service

Motorola Solutions’ ASTRO 25 Remote Security Update Service (“RSUS”) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service (“SUS”) and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

##### 4.4.4.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the Customer’s network. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer’s system. This report will inform the Customer of security update network transfers and installation.

##### Remote Update Requirements

A reliable connection from Motorola Solutions to the Customer’s network is required to enable remote security update installation. Motorola Solutions’ Network Event Monitoring service includes the required hardware and maintenance, and is a prerequisite to RSUS. Customer systems with slow and/or unreliable remote site links may impact the speed of RSUS updating and our ability to deliver the service.



In some instances, Motorola Technical Notices (“MTN”) must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager (“CSM”) will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer’s system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network (“CEN”), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility (“KMF”) and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer’s CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

**Reboot Support**

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

4.4.4.2 Scope

RSUS includes pretested security updates for the software listed in Table 4-6. This table also describes the release cadence for security updates.

Table 4-6: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.



Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination. Intrusive security updates may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in “Site trunking” mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

#### 4.4.4.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 4-7. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions’ assigned Customer Support Manager (“CSM”) for the latest supported releases.

**Table 4-7: SUS Packages**

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	M Core	X
Remote Security Update Service with Reboot Support	M Core	(Not included)

Responsibilities for rebooting applicable hardware are detailed in Section 4.4.4.7: Reboot Responsibilities.

#### 4.4.4.4 Motorola Solutions Responsibilities

- Remotely deploy updates listed in Section 4.4.4.2: Scope on the Customer’s system. Updates will be installed on the cadence described in that section.
  - As outlined in Section 4.4.4.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

#### 4.4.4.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

#### 4.4.4.6 Customer Responsibilities

- This service requires connectivity from Motorola Solutions' CMSO to the Customer's ASTRO 25 system. Procure Motorola Solutions' Network Event Monitoring service, and maintain it for the duration of RSUS contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

#### 4.4.4.7 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 4-8 contains the breakdown of responsibilities. Section 4.4.4.3: Inclusions indicates which services are included.



**Table 4-8: Reboot Responsibilities Matrix**

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	<ul style="list-style-type: none"> <li>▪ Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.</li> </ul>	<ul style="list-style-type: none"> <li>▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.                             <ul style="list-style-type: none"> <li>○ When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.</li> </ul> </li> </ul>
Remote Security Update Service with Reboot Support	<ul style="list-style-type: none"> <li>▪ When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.</li> </ul>	

#### 4.4.4.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

### 4.4.5 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

#### 4.4.5.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 4.5: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

#### 4.4.5.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 4.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

#### 4.4.5.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

#### 4.4.5.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
  - If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.



#### 4.4.5.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

#### 4.4.6 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

##### 4.4.6.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

##### 4.4.6.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

Motorola Solutions will provide level 1 Preventive Maintenance.



#### 4.4.6.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service defined in Section 4.4.6.7: Preventive Maintenance Tasks.

#### 4.4.6.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan (“CSP”), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 4.4.6.7: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 4.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure (“MOP”) defined for each task.

#### 4.4.6.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

#### 4.4.6.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).



- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

#### 4.4.6.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.

<b>MASTER SITE CHECKLIST</b>	
<b>Servers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Network Management ("NM") Client Applications	Review Unified Event Manager ("UEM") events and verify backhaul links are reported as operational. Review event log for persistent types. Verify all NM client applications are operating correctly.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Complete Backup	Verify backups have been completed or scheduled, and that data has been stored in accordance with the Customer's backup plan. Check that adequate storage space is available for backups.
Network Time Protocol ("NTP")	Verify operation and syncing all devices.
Data Collection Devices ("DCD") check (if present)	Verify data collection.
Anti-Virus	Verify anti-virus is enabled and that definition files on core security management server were updated within two weeks of current date.
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
<b>Domain Controllers (non-Common Server Architecture)</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

<b>MASTER SITE CHECKLIST</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Firewalls</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
<b>Logging Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Server CPU Health	Check memory, HDD, CPU, and disk space utilization.

<b>PRIME SITE CHECKLIST</b>	
<b>Software</b>	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>Miscellaneous Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.

PRIME SITE CHECKLIST	
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.

<b>DISPATCH SITE CHECKLIST</b>	
<b>Headset Unplugged Testing</b>	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
<b>Headset Plugged In Testing</b>	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
<b>Other Tests</b>	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
<b>Computer Performance Testing</b>	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
<b>Audio Testing</b>	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
<b>Logging Equipment Tests</b>	
Recording - AIS Test	Verify audio logging of trunked calls.

DISPATCH SITE CHECKLIST	
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
<b>Playback Station (Motorola Solutions Provided)</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

FACILITIES CHECKLIST	
Visual Inspection Exterior	
Antenna Site Registration Sign	Verify that the Antenna Site Registration sign is posted.

<b>FACILITIES CHECKLIST</b>	
Warning Sign - Tower	Verify that a warning sign is posted on the tower.
Warning Sign - Gate	Verify that a warning sign is posted at the compound gate entrance.
10 Rule Sign	Verify that a 10 rules sign is posted on the inside of the shelter door.
Outdoor Lighting	Verify operation of outdoor lighting and photocell.
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
<b>Visual Inspection Interior</b>	
Electrical Surge Protectors	Check electrical surge protectors for alarms.
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check for site and station FCC licensing indicating regulatory compliance.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
<b>UPS</b>	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
<b>Generator</b>	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
<b>HVAC</b>	
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.



FACILITIES CHECKLIST	
Cooling / Heating	Check each HVAC unit for cooling/heating.

PRIME SITE CHECKLIST	
<b>Software</b>	
Verify System software physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify System software Installed	Verify software versions installed on system. Document any changes.
<b>Switches</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Switches	Test redundancy in backhaul switches. Carry out core router switchover in coordination with Customer.
<b>Routers</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Verify Redundant Routers	Test redundancy in cooperative WAN routers. Carry out core router switchover in coordination with Customer.
<b>Miscellaneous Equipment</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
<b>Site Controllers</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.

PRIME SITE CHECKLIST	
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Site Controller Redundancy (Trunking)	Roll site controllers with no dropped audio.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

DISPATCH SITE CHECKLIST	
General	
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.
Mouse and Keyboard	Verify operation of mouse and keyboard.
Configuration File	Verify each operator position has access to required configuration files.
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.
Screensaver	Verify screensaver set as Customer prefers.
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.
Touchscreen	Verify touchscreen operation, if present.
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".
DVD/CD	Verify and clean DVD or CD drive.
Time Synchronization	Verify console time is synchronized with NTP server
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.
Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.

<b>DISPATCH SITE CHECKLIST</b>	
Footswitch Pedals	Verify both footswitch pedals operational.
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).
<b>Headset Plugged In Testing</b>	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.
Speaker Mute	Verify speaker mutes when muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.
<b>Other Tests</b>	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).
Desk Microphone Operation	Confirm desk mic operation (if applicable).
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement
IRR Setup Parameters	Check IRR set-up parameters, audio card set-up, and level adjustments.
Paging Controls	Confirm all paging controls are functional, including third-party encoders if covered by maintenance contract.
<b>Computer Performance Testing</b>	
Computer Reboot	Reboot operator position computer.
Computer Operational	Confirm client computer is fully operational (if applicable).
Event Logs	Pull event logs and review for major errors.
Hard Drive Backup	Create backup of drive for offsite storage.
Memory Usage	Check memory usage.
Application Logs and Alerts	Review built in application logs and alerts.
Hard Drive Usage	Check available space, ensure there is a minimum of 10%.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
<b>Audio Testing</b>	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.

<b>DISPATCH SITE CHECKLIST</b>	
Secure Mode	Confirm any secure talkgroups are operational in secure mode.
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position
Backup Resources	Confirm backup resources are operational.
Paging Tones	Confirm tone sequences and paging operation.
<b>Logging Equipment Tests</b>	
Recording - AIS Test	Verify audio logging of trunked calls.
Recording	With Customer assistance, test operator position logging on recorder.
System Alarms	Review alarm system on all logging equipment for errors.
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.
Verify Software	Verify that the latest MOTOPATCH, released for Windows by Motorola Solutions, has been installed.
<b>Playback Station (Motorola Solutions Provided)</b>	
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.
Recall Audio	Verify that radio and telephone audio can be recalled.

<b>RF SITE CHECKLIST</b>	
<b>RF PM Checklist</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.



RF SITE CHECKLIST	
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 4.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

#### 4.4.6.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
<b>Antennas</b>
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
<b>FDMA Mode</b>
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
<b>TDMA Mode</b>
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

## 4.4.7 Security Monitoring

Motorola Solutions' ASTRO 25 Security Monitoring provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

### 4.4.7.1 Description of Service

Security Monitoring provides continuous monitoring of authentication logs and monitors for potential introduction of malware software into the ASTRO 25 network.

### 4.4.7.2 Scope

Security Monitoring is available 24 hours a day, 7 days a week. The service is delivered by the Motorola Solutions Secure Operations Center ("SOC"). The SOC is part of Motorola Solutions' Centralized Managed Support Operations ("CMSO"), and is staffed by highly trained and experienced security professionals. When a security event is detected, the security specialists will run remote diagnostics and initiate an appropriate response. This response may consist of continuing to monitor the event for further development, attempting to remotely restore the system, or logging an incident for dispatch of a field service technician.

Motorola Solutions will respond to events in accordance with Section 4.4.7.8: Security Monitoring Priority Level Definitions and Response Times.

### 4.4.7.3 Inclusion

- **Anti-malware Monitoring** – ASTRO 25 comes installed with Anti-malware software. Motorola Solutions will remotely monitor ASTRO 25 anti-malware software for activity such as deletion, quarantine, and alerting of suspicious software.
- **Authentication Monitoring** – ASTRO 25 may be accessed by users by way of Windows and RSA logins. Motorola Solutions will remotely monitor such logins for repeated failures and locked accounts.
- **Firewall Monitoring** – ASTRO 25 systems may be deployed with certain firewalls, as described in Section 4.4.7.7: Potential ASTRO 25 Firewalls, which may or may not support remote monitoring. Motorola Solutions will remotely monitor those firewalls that support such monitoring.
- **Intrusion Detection System ("IDS") Monitoring.** – An IDS is an option for ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN. Motorola Solutions will remotely monitor an IDS for the Customer where applicable.
- **Centralized Event Logging** – ASTRO 25 has provided the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events. Motorola Solutions will remotely monitor syslog data elements forwarded by the centralized event logging server specific to the monitored ASTRO 25 system. Not all elements within the network will be supported for forwarding in every ASTRO 25 system release. The Customer and CSM will document the specific supported elements in the Customer Support Plan ("CSP").



#### 4.4.7.4 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary replace, hardware and software required to monitor ASTRO 25 security elements. Hardware may include a firewall, router, or physical server. Software may include virtual servers either on the ASTRO 25 core or a separate physical server, as well as related OS, SIEM collectors, and software that support update distribution and remote diagnostics.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians. Monitor the Customer's system 24/7/365 for malicious or unusual activity.
- Post security reports to MyView Portal.

#### 4.4.7.5 Customer Responsibilities

- Security Monitoring requires a connection from the Customer's ASTRO 25 system to Motorola Solutions' SOC. Motorola Solutions offers either a T1 or a Virtual Private Network ("VPN") link through a Customer-supplied internet connection. Connectivity needs to be established before service commences.
- Permit Motorola Solutions continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.
- Provide Motorola Solutions with contact information necessary to complete the CSP. Notify the Customer's Customer Support Manager ("CSM") within two weeks of any contact changes.
- Validate that Motorola Solutions is monitoring the components defined in the CSP and notify Motorola Solutions if any new components need to be incorporated in Security Monitoring.
- As necessary, upgrade the ASTRO 25 system to supported releases.
- Allow Motorola Solutions dispatched field service technicians physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola Solutions software copyright owners.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the services described in this SOW.
- Ensure that all monitored devices within the network have a properly configured Syslog agent, which is forwarding events to the centralized event log server.
- Obtain any third party consents required to enable Motorola Solutions to provide the monitoring service.



#### 4.4.7.6 Disclaimer

Disclaimer: **"AS IS"**. MOTOROLA SOLUTIONS' ASTRO 25 SECURITY MONITORING SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Motorola Solutions does not guarantee that the Customer's system will be error-free or immune to security breaches as a result of these services.

#### 4.4.7.7 Potential ASTRO 25 Firewalls

**Table 4-9: Potential ASTRO Firewalls**

Firewall	Description
Customer Network Interface ("CNI")	This firewall separates the ASTRO 25 Radio Network from the Customer's IT network, which is often referred to as the CEN or Customer Enterprise network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.
Dynamic System Resilience ("DSR")	This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case the primary becomes inoperable due to a failure. This option potentially doubles the number of firewalls in the system.
Zone Core Protection ("ZCP")	This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This prevents a compromised site from being used to attack the core or other sites. For redundancy, there are always 2 firewalls in this option.
Telephone Interconnect ("TI")	This ASTRO 25 option allows calls to be made to and from ASTRO 25 subscribers. One firewall is required to protect the RNI. The TI firewall may also be used to protect ISSI connections.
Inter RF Subsystem Interface ("ISSI")	This option allows connectivity to a separate system. This connection can be to another P25 system, or to non-P25 systems through an additional interface, such as WAVE. In both cases, one firewall is necessary to protect the RNI. The ISSI firewall may also be used to protect TI connections.
MCC 7100 Dispatch Console	The MCC 7100 Dispatch Console may be configured so that it can connect via Virtual Private Network ("VPN") through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site, and there may be multiple firewalls for this purpose.
Custom	The Customer may opt to install their own firewalls and request that Motorola Solutions monitor them. The most common location is at console sites. The Customer will have to work with Motorola Solutions to determine if and how custom firewalls can be monitored. Monitoring these firewalls may require an additional fee.



## 4.4.7.8 Security Monitoring Priority Level Definitions and Response Times

**Table 4-10: Priority Level Definitions and Response Times**

Incident Priority	Incident Definition	Response Time
<b>Critical P1</b>	<p>Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>▪ Malware that is not quarantined by anti-virus</li> <li>▪ Evidence that a monitored component has communicated with suspected malicious actors.</li> </ul>	Response provided <b>24 hours, 7 days</b> a week, including US Holidays.
<b>High P2</b>	<p>Security incidents that have localized impact, but have the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant.</p> <p>Examples:</p> <ul style="list-style-type: none"> <li>▪ Malware that is quarantined by antivirus.</li> <li>▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.</li> </ul>	Response provided <b>24 hours, 7 days</b> a week, including US Holidays.
<b>Medium P3</b>	<p>Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>▪ Suspected unauthorized attempts to log into user accounts.</li> <li>▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts.</li> <li>▪ Observed failures of security components.</li> </ul>	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding US Holidays.
<b>Low P4</b>	<p>Routine, informational events that are expected to be benign, but are captured and tracked to provide context in case of future incidents.</p> <p>Examples include:</p> <ul style="list-style-type: none"> <li>▪ User account creation or deletion.</li> <li>▪ Privilege change for existing accounts.</li> </ul>	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding US Holidays.

## 4.5 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 4-11 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

**Table 4-11: Priority Level Definitions and Response Times**

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Critical P1</b>	<p><b>Core:</b> Core server or core link failure. No redundant server or link available.</p> <p><b>Sites/Subsites:</b> Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater.</p> <p><b>Consoles:</b> More than 40% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Conventional Channel Gateways (CCGW) down without redundant gateways available.</p> <p><b>Security Features:</b> Security is non-functional or degraded.</p> <p><b>Alarm Events:</b> Door, motion, intrusion, power failure, or environmental alarms triggered.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>
<b>High P2</b>	<p><b>Core:</b> Core server or link failures. Redundant server or link available.</p> <p><b>Consoles:</b> Between 20% and 40% of a site's console positions down.</p> <p><b>Sites/Subsites:</b> One RF site or up to 10% of RF sites down, whichever is greater.</p> <p><b>Conventional Channels:</b> Up to 50% of CCGWs down. Redundant gateways available.</p> <p><b>Network Elements:</b> Site router, site switch, or GPS server down. No redundant networking element available.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.</p>	<p>Response provided 24/7 until service restoration.</p> <p>Field service technician arrival on-site within 4 hours of receiving dispatch notification.</p>

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
<b>Medium P3</b>	<p><b>Consoles:</b> Up to 20% of a site's console positions down.</p> <p><b>Conventional Channels:</b> Single channel down. Redundant gateway available.</p> <p><b>Network Elements:</b> Site router/switch or GPS server down. Redundant networking element available.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.</p>	<p>Response provided during normal business hours until service restoration.</p> <p>Field service technician arrival on-site within 8 hours of receiving dispatch notification.</p>
<b>Low P4</b>	<p><b>Service Requests:</b> Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).</p>	<p>Response provided during normal business hours.</p> <p>Motorola Solutions will acknowledge and respond within 1 Business Day.</p>	Not applicable.

SECTION 5

# ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II) STATEMENT OF WORK

## 5.1 DESCRIPTION OF SERVICE AND OBLIGATIONS

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
  - 1.6.1 Servers
  - 1.6.2 Workstations
  - 1.6.3 Firewalls
  - 1.6.4 Routers
  - 1.6.5 LAN switches
  - 1.6.6 MCC 7XXX Dispatch Consoles
  - 1.6.7 GTR8000 Base Stations
  - 1.6.8 GCP8000 Site Controllers
  - 1.6.9 GCM8000 Comparators
  - 1.6.10 Motorola Solutions Logging Interface Equipment

- 1.6.11 PBX switches for Telephone Interconnect
- 1.6.12 NICE and Verint Logging Solutions (if purchased)

1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:

- 1.8.1 Servers
- 1.8.2 Workstations
- 1.8.3 CommandCentral AXS Hub
- 1.8.4 Routers
- 1.8.5 LAN Switches

1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- 1.9.1 GTR 8000 Base Stations
- 1.9.2 GCP 8000 Site Controllers
- 1.9.3 GCM 8000 Comparators
- 1.9.4 MCC 7XXX Dispatch Consoles

1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

1.13 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:

- 1.13.1 Review infrastructure system audit data as needed.
- 1.13.2 Identify additional system equipment needed to implement a system release, if applicable.

- 1.13.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.13.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.13.5 Program management support required to perform the certified system upgrade.
  - 1.13.6 Field installation labor required to perform the certified system upgrade.
  - 1.13.7 Upgrade operations engineering labor required to perform the certified system upgrade.
- 1.14 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix C. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.15 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.16 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 5.2 UPGRADE ELEMENTS AND CORRESPONDING PARTY RESPONSIBILITIES

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
- 2.1.1 Motorola responsibilities
    - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
    - 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
    - 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release and if the customer has added hardware that is not covered under this agreement.
    - 2.1.1.4 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
    - 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
    - 2.1.1.6 Inform Customer of high speed internet connection requirements.
    - 2.1.1.7 Assign program management support required to perform the certified system upgrade.
    - 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
    - 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
    - 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to



the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

#### 2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- 2.1.2.3 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

#### 2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
  - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

#### 2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

## 2.3 System Upgrade

### 2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

### 2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 2.4 Upgrade Completion

### 2.4.1 Motorola responsibilities

2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

### 2.4.2 Customer Responsibilities

2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

## 5.3 EXCLUSIONS AND LIMITATIONS

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices



- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as microwave terminals and association multiplex equipment

- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.5 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.6 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.7 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 3.8 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

## 5.4 SPECIAL PROVISIONS

- 4.1 Customer acknowledges that if the System has a Special Product Feature, that it may be overwritten by the software update. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.



- 4.3 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.4 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two-year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

## APPENDIX A – ASTRO 25 SYSTEM RELEASE UPGRADE PATHS

ASTRO System Release	Certified Upgrade Paths
Pre-7.15	Release in the Standard Support Period
7.15	7.17.X*
7.16	7.18
7.17.X*	A2019.2, A2020.1
7.18	A2021.1

\* Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

## APPENDIX B – HIGH-SPEED CONNECTIVITY SPECIFICATIONS

### Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
  - Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms

## APPENDIX C – SYSTEM PRICING CONFIGURATION

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

<b>Master Site Configuration</b>	<b>Qty</b>
# of M3 Master Sites	1
# DSR Sites	1
<b>System Level Features</b>	
Network Management Clients	9
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	1
<b>Security Configuration</b>	
Firewalls	2
<b>RF Site Configuration</b>	
Simulcast Prime Sites (co-located/redundant) and Conventional XLC Site	10
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	38
GTR 8000 Base Stations	479
<b>Dispatch Site Configuration</b>	
# of Dispatch Sites	32
MCC7500 Dispatch Consoles	168
AIS	4
CCGWs	92

SECTION 6

# CONTRACTUAL DOCUMENTATION

This proposal is subject to the terms and conditions contained in the Amended and Restated Master Purchase and Service Agreement, dated October 31, 2011, between Motorola and the City of Glendale ("Agreement") and the attached Lifecycle Management Addendum.



## LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### 1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"Lifecycle Management Services" means the upgrade services as defined in the applicable Statement(s) of Work.

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

### 2. SCOPE

Motorola will provide Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### 3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### 3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for SUA, NUA or MUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to the Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.3 The term of this Addendum is 6 years, commencing on July 1, 2022. The Lifecycle Management Price for the 6 years of services is \$4,847,101, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management services are subscription services as more fully described in the applicable Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be

performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

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

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Statement of Work.

3.2.7 In addition to the description of the services and exclusions provided in the Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the Statement of Work, services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the services.

3.2.8 The annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 If Customer terminates this service and contractual commitment before the end of the 6 year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a



termination fee equal to the discount applied to the last three years of service payments related to the 6 year commitment.

3.2.10 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

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

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT "B"



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1695415  
 Contract Number: USC000182002  
 Contract Modifier: R11-MAR-22 21:50:07

Date: 03/12/2022

Company Name: HUNTINGTON PARK POLICE DEPARTMENT  
 Attn:  
 Billing Address: HUNTINGTON PARK POLICE DEPT  
 City, State, Zip: HUNTINGTON PARK , CA, 90255  
 Customer Contact: Al Martinez  
 Phone: 323-826-6649

Required P.O. :  
 Customer # : 1036076934  
 Bill to Tag # :  
 Contract Start Date : 01-Jul-2022  
 Contract End Date : 30-Jun-2028  
 Anniversary Day : Jun 30th  
 Payment Cycle : ANNUALLY  
 PO # :

Qty	Service Name	Service Description	Extended Amt
	LSV01S01108A	ASTRO SYSTEM ADVANCED PACKAGE	\$115,081.27
	SSV01S01626A	ASTRO SUA UO IMPLEMENTATION SERVICES CC	\$0.00
	SSV01S01631A	SUA RELEASE IMPLEMENTATION TRAINING CC	\$0.00
	SSV01S01630A	SUA RELEASE IMPACT TRAINING CC	\$0.00
	SSV01S01624A	ASTRO SYSTEM UPGRADE AGREEMENT CC	\$13,009.59
	SSV01S01628A	ASTRO SUA FIELD IMPLEMENTATION SVC CC	\$783.41
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$27,410.62
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$1,805.38
		Subtotal - Recurring Services	\$13,174.19
		Subtotal - One-Time Event Services	\$0.00
		Total	\$13,174.19
			\$158,090.27
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

**SPECIAL INSTRUCTIONS:**

ADVANCE PACKAGE INCLUDES: Network Monitoring, Technical Support, Infrastructure Hardware Repair with Advanced Replacement, Remote Security Update Service (RSUS), Security Update Service, Dispatch, On-site Infrastructure Response and Annual Preventive Maintenance

\*\*\*Refer to ICI Six-Year P25 System Advanced Plus Services Proposal for agency pricing breakdown\*\*\*

Year 1 Total = \$24,404.29 (\$17,574.29 + \$6,830)  
 Year 2 Total = \$25,206.35 (\$18,243.35 + \$6,963)  
 Year 3 Total = \$25,839.78 (\$18,741.78 + \$7,098)  
 Year 4 Total = \$26,673.48 (\$19,439.48 + \$7,234)  
 Year 5 Total = \$27,536.62 (\$20,164.62 + \$7,372)  
 Year 6 Total = \$28,429.75 (\$20,917.75 + \$7,512)  
 Grand Total = \$158,090.27 (\$115,081.27 + \$43,009)



# SERVICE AGREEMENT

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Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1695415  
Contract Number: USC000182002  
Contract Modifier: R11-MAR-22 21:50:07

3 Consoles

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when applicable:

**SECURITY PATCHING**

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

**THREAT DETECTION**

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(SIGNATURE)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Rob Russell

714-853-2012

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE(PRINT NAME)

\_\_\_\_\_  
PHONE

Company Name : HUNTINGTON PARK POLICE DEPARTMENT  
Contract Number : USC000182002  
Contract Modifier : R11-MAR-22 21:50:07  
Contract Start Date : 01-Jul-2022  
Contract End Date : 30-Jun-2028



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500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1695415  
Contract Number: USC000182002  
Contract Modifier: R11-MAR-22 21:50:07

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

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

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

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

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



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## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 7. CUSTOMER CONTACT

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

## Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. 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.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, 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. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

## Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. 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. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

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

## Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, 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.

## Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. 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.

## Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 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.

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

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

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. 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.

Revised Oct 09, 2021



# SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-1695415  
Contract Number: USC000182002  
Contract Modifier: R11-MAR-22 21:50:07

## Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will 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. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

**Motorola Solutions, Inc.**

**Customer:** \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**ITEM NO. 8**

# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report



June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR THE PURPOSE OF COMMUNITY DEVELOPMENT COMPLIANCE SERVICES**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize a Request For Qualifications (RFQ) process for the purpose of soliciting qualifications from interested parties for Community Development services related to CDBG and HOME programs.

### **BACKGROUND**

The City of Huntington Park has historically utilized technical consultant staff to perform specific operations of the City's CDBG programs, First Time Home Buyer/Residential Rehabilitation programs, Lead Based Paint Hazardous program, Emergency Solutions Grants, HUD Grants and others.

City staff issued an RFP on October 25, 2021 and City Council subsequently approved KLIMT Consulting Services on December 7, 2021. However, Klimpt Consulting has indicated a need to separate from the City for personal reasons by July 31, 2022.

City staff is once again requesting City Council approval to solicit proposals for qualified firms interested in providing professional management services related to the implementation of Community Development Block Grant (CDBG) and (HOME) entitlement programs. These are programs funded by the U.S. Department of Housing and Urban Development (HUD) or other agencies issuing funds for Community Development.

**AUTHORIZATION FOR A REQUEST FOR QUALIFICATIONS (RFQ) PROCESS FOR THE PURPOSE OF COMMUNITY DEVELOPMENT COMPLIANCE SERVICES**

June 21, 2022

Page 2 of 2

**FISCAL IMPACT**

The City receives \$1,753,183 annually in CDBG and HOME programs from Federal funding. The consultant time is directly billable from the funds received. In addition, A budgeted position has been approved and filled in the fiscal year 2021/22 for a Project Manager staff position that will assume the day to day oversight of the HOME and CDBG funding. The RFQ will result in a recommendation back to City Council for a contract to a qualified consultant.

**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



STEVE FORSTER  
Community Development Director

**ATTACHMENT(S)**

- A. RFQ for professional services related Community Development Compliance Services

ATTACHMENT "A"



**REQUEST FOR QUALIFICATIONS FOR  
COMMUNITY DEVELOPMENT CONSULTING SERVICES**

PORPOSALS DUE: No later than JULY 21<sup>st</sup>, 2022, 2:00 PM in hard copy.

Electronic submissions via e-mail or fax will NOT be accepted.

Questions should be directed in writing to  
City of Huntington Park Community Development Department,  
via e-mail to: [sforster@hpca.gov](mailto:sforster@hpca.gov)

Submit Proposals to:  
City of Huntington Park  
City Clerk's Office  
6550 Miles Avenue,

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**PROPOSAL LETTER**

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND PROPOSAL CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Qualifications for Community Development Consulting Services for the City of Huntington Park for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Community Development, City of Huntington Park, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Huntington Park ("City").

It is understood and agreed that we have read the City's specifications shown or referenced in the RFQ and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFQ. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

**PROPOSAL SIGNATURE AND CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal ("Applicant") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Applicant.

Authorized Signature for Applicant \_\_\_\_\_

Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Applicant Name Here \_\_\_\_\_

## SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFQ Issue Date .....	June 16 <sup>th</sup> , 2022
Deadline for Receipt of Written Questions.....	July 14 <sup>th</sup> , 2022, 2:00 PM
Deadline for Posting of Written Answers to City’s Website .....	July 19 <sup>th</sup> , 2022
RFQ Response Due Date .....	July 21 <sup>st</sup> , 2022, 2:00 PM
RFQ Opening – RFQ Participants Declared.....	July 21 <sup>st</sup> , 2022 2:30 PM
Anticipated Award Date .....	August 2 <sup>nd</sup> , 2022

## **PROJECT OVERVIEW**

The City of Huntington Park is seeking proposals from qualified firms and individuals interested in providing professional management and administrative services related to the implementation of a Community Development Block Grant (CDBG) entitlement program and other programs funded by the U. S. Department of Housing and Urban Development (e.g.: HUD) or other agencies issuing funds for Community Development efforts.

## **SECTION 1: RFQ INSTRUCTIONS**

1.1 Single point of contact from the date this Request for Qualifications (the "RFQ") is issued until an Applicant is selected, Applicants are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this solicitation. Any unauthorized contact may disqualify the Applicant from further consideration. Contact information for the single point of contact is as follows: Single Point of Contact Steve Forster Address: 6550 Miles Avenue, Huntington Park, CA 90255 Telephone Number: (323) 584-6318 E-mail Address: [sforster@hpca.gov](mailto:sforster@hpca.gov)

### **1.2 Required Review**

1.2.1 Review RFQ: Applicants should carefully review this RFQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Single Point of Contact, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error that may be discovered upon examination of this RFQ.

**1.2.2 Addenda:** The City of Huntington Park may revise this RFQ by issuing an addendum prior to its opening. The addendum will be posted on the City's Purchasing Division's website alongside the posting of the RFQ at <http://www.hpca.gov>. Addenda will become part of the proposal documents and subsequent contract. Applicants must sign and return any addendum with their RFQ response. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City of Huntington Park may postpone an opening in order to notify vendors and to give Applicants sufficient time to respond to the addendum.

**1.2.3 Form of Questions:** Applicants with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to the Single Point of Contact referenced above on or before July 14<sup>th</sup>, 2022 at 2:00 PM. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

**1.2.4 The City of Huntington Park's Answers:** The City of Huntington Park will provide by July 19<sup>th</sup>, 2022, an official written answer to all questions received within the period stipulated under Section 1.2.3. The City of Huntington Park's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City of Huntington Park. Any formal written addendum will be posted on the City's Purchasing Division's website alongside the posting of the RFQ at <http://www.hpca.gov> by the close of business on the date listed. Applicants must sign and return any addendum with their RFQ response.

**1.3 Pre-Proposal Conference** - There is no pre-proposal conference scheduled for this RFQ.

### **1.4 Submitting a Sealed Proposal**

1.4.1 Organization of Proposal: Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Applicant's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not required. Emphasis in each proposal shall be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that Applicants follow the format and instructions contained herein.

Applicants must organize their proposals in the following format with tabs separating each section:

**1. Qualifications Letter** – Applicant’s authorized representative(s) shall complete and sign the Proposal Letter on page 3 of this RFQ and return it with the proposal.

**2. Letter of Interest** - Applicant’s authorized representative(s) shall complete and sign a Letter of Interest (LOI) and return it with the proposal. The LOI should be signed by a principal of the Applicant stating a brief summary of the intent of the Applicant with regard to this RFQ. The LOI should include the name of the firm, address and contact information for the primary contact regarding this RFQ.

**3. Scope of Project/Specifications** – Applicant shall respond comprehensively and clearly to the requirements of Section 3 and 4 and shall include all documents, information, exceptions, clarifications, etc., as requested therein. Number the responses so they are keyed to the paragraph of the RFQ that the response addresses. If the Applicant cross-references supplemental materials as enclosures or appendices or annexes to the proposal, be sure that this information is numbered in the supplemental materials showing exactly what paragraph in the RFQ the supplemental material is addressing.

**4. Addenda** – if any addenda have been issued, complete, sign and return Page 1, Addendum Acknowledgement (for each addenda issued) with proposal.

**1.4.2 Failure to Comply with Instructions:** Applicants failing to comply with these instructions may be subject to scoring reductions. The City of Huntington Park may also choose not to evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

**1.4.3 Copies Required and Deadline for Receipt of Sealed Proposals:** All proposals must be received in sealed opaque packaging. Applicants must submit the following number of copies to the address set forth on the Cover Page:

A. Proposal:

i. Three (3) unbound hard copies (3-ring binder OK) marked “Original” with original signatures; and

ii. One (1) electronic copy. The electronic copy shall be submitted in pdf format and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

B. Proposals must be received sealed and at the City Clerk’s Office of the location noted on the Cover Page prior to 2:00 PM, on July 21<sup>st</sup>, 2022. Facsimile or e-mail responses to requests for proposals are NOT accepted.

#### **1.4.4 Late Submissions, Withdrawals, and Corrections:**

**A. Late Proposal:** Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Applicant's sole risk to assure delivery to the Purchasing Office by the designated time. Late proposals will not be opened and may be returned to the Applicant at the expense of the Applicant or destroyed if requested.

**B. Proposal Withdrawal:** An Applicant requesting to withdraw its proposal prior to the RFQ due date and time may submit a letter to the Single Point of Contact requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm.

**C. Proposal Correction:** If an obvious clerical error is discovered after the proposal has been opened; the Applicant may submit a letter to the Single Point of Contact within two business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. The Applicant must present clear and convincing evidence that an unintentional error was made. The Single Point of Contact will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

#### **1.5 Cost of Preparing a Proposal**

**1.5.1 The City of Huntington Park Not Responsible for Preparation Costs:** The costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City of Huntington Park are entirely the responsibility of the Applicant. The City of Huntington Park is not liable for any expense incurred by the Applicant in the preparation and presentation of its proposal.

**1.5.2 All Timely Submitted Materials Become Huntington Park's Property:** All materials submitted in response to this RFQ become the property of the City of Huntington Park and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Huntington Park and Applicant resulting from this RFQ process.

### **SECTION 2: RFQ RECEIPT AND EVALUATION PROCESS**

**2.1. Authority** This RFQ is issued under the authority of the City of Huntington Park.

#### **2.2. Receipt of Proposals and Public Inspection**

**2.2.1 Public Information:** During the opening of sealed proposals, only the name of each Applicant shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the council award with the following four (4) exceptions:

- (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented;
- (2) matters involving individual safety as determined by the City of Huntington Park;
- (3) any company financial information requested by the City of Huntington Park to determine vendor responsibility, unless prior written consent has been given by the Applicant; and
- (4) other constitutional protections.

**2.2.2 Single Point of Contact's Review of Proposals:** Upon opening the sealed proposals received in response to this RFQ, the Single Point of Contact in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal;
- Proposal does not contain confidential material in the cost/price section; and
- An affidavit from an Applicant's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the Single Point of Contact, the Evaluation Committee members, and limited other designees. Applicants must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

### **2.3. Classification and Evaluation of Proposals**

**2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive:** All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive at any time during the evaluation process or negotiations if: any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the proposal is not within the plans and specifications described and required in the RFQ. Proposals found nonresponsive may not be considered further.

**2.3.2 Determination of Responsibility:** The Single Point of Contact will determine whether an Applicant has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Applicant is found nonresponsive, the determination must be in writing and made a part of the procurement file.

**2.3.3 Evaluation of Proposals:** The Evaluation Committee will evaluate the remaining proposals and recommend the highest-scored Applicant or, if necessary, to seek discussion/negotiation or a "best and final offer" in order to determine the highest-scored Applicant. Responsive proposals will be evaluated based on stated evaluation criteria (Section 5). In scoring against stated criteria, the Evaluation Committee

may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of differing price, quality, and contractual factors. These scorings will be used to determine the most advantageous offering.

**2.3.4 Completeness of Proposals:** Selection and award will be based on the Applicant's proposal and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Applicants outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Applicant being disqualified from further consideration.

**2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation:** After receipt of all proposals and prior to the determination of the award, the City of Huntington Park may initiate discussions with one or more Applicants should clarification or negotiation be necessary. Applicants may also be required to make an oral presentation to clarify their RFQ responses or to further define their offer. In either case, Applicants should be prepared to send qualified personnel to the City of Huntington Park to discuss technical and contractual aspects of their proposals. Oral presentations, if requested, shall be at the Applicant's expense.

**2.3.6 Best and Final Offer:** The "best and final offer" is an option available to the City of Huntington Park under the RFQ process which permits the City of Huntington Park to request a "best and final offer" from one or more Applicants if additional information is required to make a final decision. The decision to seek "best and final offer" is at the sole discretion of the City. Applicants may be contacted asking that they submit their "best and final offer", which must include any and all discussed and/or negotiated changes.

**2.3.7 Negotiation:** Upon recommendation from the Evaluation Committee, the Single Point of Contact may begin negotiations with the responsive and responsible Applicant whose proposal achieves the highest scoring and is, therefore, the most advantageous to the City of Huntington Park. If negotiation is unsuccessful or the highest-scored Applicant fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City of Huntington Park may terminate negotiations and begin negotiations with the next highest-scored Applicant.

**2.3.8 Contract Award:** Award, if any, will be made to the highest-scored Applicant who provides all required documents and successfully completes the negotiation process.

#### **2.4. Huntington Park's Rights Reserved**

While the City of Huntington Park has every intention to make an award as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the City of Huntington Park to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Huntington Park, in its sole discretion, reserves the right to:

- Cancel or terminate this RFQ at any time. A notice of cancellation will be issued on the Huntington Park website. If the RFQ is cancelled, the City of Huntington Park will not reimburse any Applicant for the preparation of its proposal. Proposals may be returned upon request if unopened;

- Reject any or all proposals received in response to this RFQ;
- Make a contract award, based directly on the proposals received, determined to be in the best interest of the City, in its sole discretion;
- Enter into further discussions with one or more Applicants;
- Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFQ which would not have significant impact on any proposal;
- Not award if it is in the best interest of the City of Huntington Park; or
- Terminate any contract if the City of Huntington Park determines adequate funds are not available.

### **SECTION 3: SCOPE OF PROJECT/SPECIFICATIONS**

#### **3.1 Project Overview and Background**

The City of Huntington Park is seeking proposals from qualified firms and individuals interested in providing professional management and administrative services related to the implementation of a Community Development Block Grant (CDBG) entitlement program and other programs funded by the U. S. Department of Housing and Urban Development (e.g.: HUD) or other agencies issuing funds for Community Development efforts. It is the City's intent for the contract to be awarded for a three-year term with the option to renew.

#### **3.2 Scope of Project**

The City of Huntington Park anticipates selecting a community development consultant or firm to assist with the following activities. The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities to accomplish the following activities:

1. Assist staff with preparing the annual submission to the U.S. Department of Housing and Urban Development (HUD) for entitlement CDBG and HOME funds (i.e., Annual Action Plan). This includes all aspects of preparation from developing a statement of proposed objectives and a proposed budget, planning research, and completion of a final document for submission in IDIS, which meets all statutory and regulatory requirements.
2. Prepare the Environmental Review Record for all annual CDBG and HOME activities, as well as amendments to the CDBG and HOME Programs.
3. Provide internal monitoring of City and project files to ensure compliance with HUD Single Audits.
4. Prepare sub-recipient agreements.

5. Assist the City in program monitoring of sub-recipients and HUD programmatic monitoring.
6. Assist the City with case management and implementation services for citywide owner-occupied rehabilitation program, including but not limited to, preparing construction contracts and/or loan documents.
7. Assist staff in preparing for publication, notices that inform the public of the City's CDBG and HOME programs and invite public comment and participation in accordance with statutory and regulatory requirements.
8. Attendance at public hearings and staff meetings to present or discuss the CDBG and HOME programs, if requested.
9. Assist staff in preparing the CAPER, annual applications, and all required reporting documents on CDBG and HOME activities for submission in IDIS.
10. Assist in preparing the Assessment of Fair Housing when due.
11. Assist in preparing the City's Five-Year Consolidated Plan.
12. Provide general consulting and advisory services throughout the term of the contract relative to management practices and authorized and desirable activities to implement, continue, and to enhance the community development programs. This includes informing and advising the City about federal and state policies and programs, and changes thereto.

### **3.3 Additional Services**

In addition to the services listed above the City is considering using the consultant to administer the City's Housing First Time Home Buyer Program. On the cost proposal, please provide a price to complete the following services.

1. Prepare all required documentation for the program in accordance with the US Department of Housing and Urban Development;
2. Review and screen owner applications relative to compliance with basic program requirements as described in the approved City of Huntington Park CDBG Housing First Time Home Buyer Program Guidelines, including income and asset eligibility;
3. Perform the initial inspection to identify building, electric and plumbing code violations, and health and safety conditions requiring repair;
4. Perform the public solicitation of applications for the program;
5. Select recipients and execute all necessary agreements and financing documents with applicants related to CDBG Housing First Time Home Buyer Program funding;

6. Ensure compliance with the requirements set forth in any pending United States Department of Housing and Urban Development Lead-Based Paint Guidelines.
7. Prepare progress, completion, and payment documents supported by applicable guidelines and warranties required by the City;
8. Maintain client files, data, and records for semi-annual Activity Report required by HUD, and
9. Prepare federal report indicating completed project activities during the most recent CDBG program year to the City as directed.

#### **SECTION 4: APPLICANT QUALIFICATIONS/SERVICES**

##### **4.1 City's Right to Investigate**

The City may make such investigations as deemed necessary to determine the ability of the Applicant to provide the supplies and/or perform the services specified.

##### **4.2 Experience/Qualifications**

Provide responses to the items below in the order presented.

1. Firm Qualifications and Experience – Applicant shall include the qualifications and experience of the firm as well as resumes of the key firm personnel that will be assigned to this contract if awarded. The proposal should include narrative on the firm's ability to respond to the City's needs as outlined in Section 3. This section should include at least two local government references where the firm has provided (or is providing) ongoing professional services as generally described herein. These references should be recent examples of the firm's performance (last 5 to 7 years) in providing these type services.
2. Firm's Key Personnel – The firm should identify the Project Principal, Project Manager(s), Task manager(s) and other key personnel that will be assigned. Individual resumes (limit 5) should be limited to two pages and include project experience that is not more than 5 years old.
3. Firm's Primary Contact– Applicant should identify the individual that will serve as the firm's primary contact. It is the City's expectation that this individual will be available to the City for most if not all of the routine tasks and activities that the City will engage the firm to perform.
4. Cost Proposal – Applicant should submit a cost proposal which would include all details of any fees to be paid to Applicant. The cost proposal should have a fee for the services listed in Section 3.2 and a fee for the services listed in Section 3.3

## **SECTION 5: EVALUATIONS**

### **5.1 Initial Single Point of Contact**

Review All proposals received will be reviewed by the Single Point of Contact to ensure that all administrative requirements of the RFQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection. All proposals that meet the administrative requirements will be turned over to the Evaluation Committee for further evaluation.

### **5.2 Evaluation Committee and Criteria**

The Evaluation Committee will review all proposals received and determine a scoring based on the information provided in Section 4 of this RFQ.

Proposals will be evaluated and scored based upon the following categories:

- A. Firm's Experience/Qualifications
- B. Firm's Key Personnel
- C. Firm's Primary Contact
- D. Cost Proposal

ITEM NO. 9



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Adopt Resolution No. 2022-18 declaring surplus property and authorize the disposal of said property through US Auctions; and
2. Authorize staff to sell via auction.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

City staff periodically reviews inventory to determine if materials or equipment are appropriate to be declared as surplus. In making its recommendation, staff evaluates the age of equipment, the life cycle, cost of repairs and usage. Upon the application of these criteria, it was found the vehicles and equipment in Exhibit A are considered surplus. The formal request is for the disposition of said property per the City's Vehicle Replacement Policy. Staff's recommendation is that the vehicles delineated on the attached surplus list be disposed of by way of auction utilizing the services of US Auctions, 130 East 9<sup>th</sup> Street, Upland, CA 91786.

US Auctions is a public auction company and is a Certified Small Business (SB) with the State of California Department of General Services, Minority Business Enterprise (MBE) as certified by the California Public Utilities Commission, Small Business Enterprise (SBE) certified by Metro, Disadvantaged Business Enterprise (DBE) certified by Metro/US Department of Transportation Regulation 49 CFR Part 26 as amended.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The vehicles and equipment will be sold via auction utilizing the services of US Auctions, which provides the most cost-effective solution. All items are offered "AS IS, WHERE IS" and announced at the time of sale. Each vehicle/equipment provides a

**CONSIDERATION AND APPROVAL OF RESOLUTION TO LIST SURPLUS VEHICLES TO SELL AT AUCTION**

June 21, 2022

Page 2 of 2

Notice to Buyer, whereby the vehicles/associated equipment are sold "AS IS, WHERE IS" and with all faults. Seller or US Auctions makes no warranties, express or implied as to the equipment and the buyer agrees to indemnify and hold harmless US Auctions from any and all damages, injuries, and/or causes of action which may involve any equipment, vehicle, and/or associated equipment occurring subsequent to the date of when the sale may transpire or when such equipment, vehicle, and/or associated equipment are transferred.

**FISCAL IMPACT**

The proceeds received from the auction will be allocated to the vehicle and equipment replacement account or returned to the funding sources from which the original purchases were secured per the City's Vehicle Replacement Policy.

**CONCLUSION**

Upon City Council approval, staff will process the proper documentation to auction the surplus vehicles and report the result of the auction at a future City Council meeting.

Respectfully submitted,



**RICARDO REYES**  
City Manager



**CESAR ROLDAN**  
Director of Public Works

**ATTACHMENT**

1. Resolution 2022-18 & Exhibit A
2. Surplus Vehicle Photos & Pink Slips

**ATTACHMENT "A"**

1  
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**RESOLUTION NO. 2022-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF HUNTINGTON PARK, CALIFORNIA, DECLARING  
SURPLUS PROPERTY AND AUTHORIZE THE DISPOSAL  
OF SAID PROPERTY THROUGH US AUCTIONS**

**WHEREAS**, staff has submitted a list of obsolete vehicles and equipment as shown in Exhibit A to the City Council and requests that the City Council declare the property as surplus; and

**WHEREAS**, it is the City's intention to conduct a public auction utilizing the services of US Auctions, 130 East 9th Street, Upland, CA 91786 in order to sell the vehicles and equipment listed in Exhibit A; and

**WHEREAS**, the funds obtained from the sale of the vehicles and equipment listed in Exhibit A will be placed in the Vehicle Replacement Fund.

**NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AS FOLLOWS:**

**SECTION 1.** The City Council declares property described in the inventory list, filed with this resolution as Exhibit A, to be surplus property and authorizes the disposal of said property.

**SECTION 2.** The City Council does hereby authorize the City Manager to carry out the disposition of surplus vehicles.

**SECTION 3.** This Resolution shall take effect immediately upon adoption by the City Council.

**SECTION 4.** The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED, AND ADOPTED** this 21<sup>st</sup> day of June 2022.

\_\_\_\_\_  
Graciela Ortiz, Mayor

**ATTEST:**

\_\_\_\_\_  
Eduardo Sarmiento, City Clerk

## Exhibit "A"

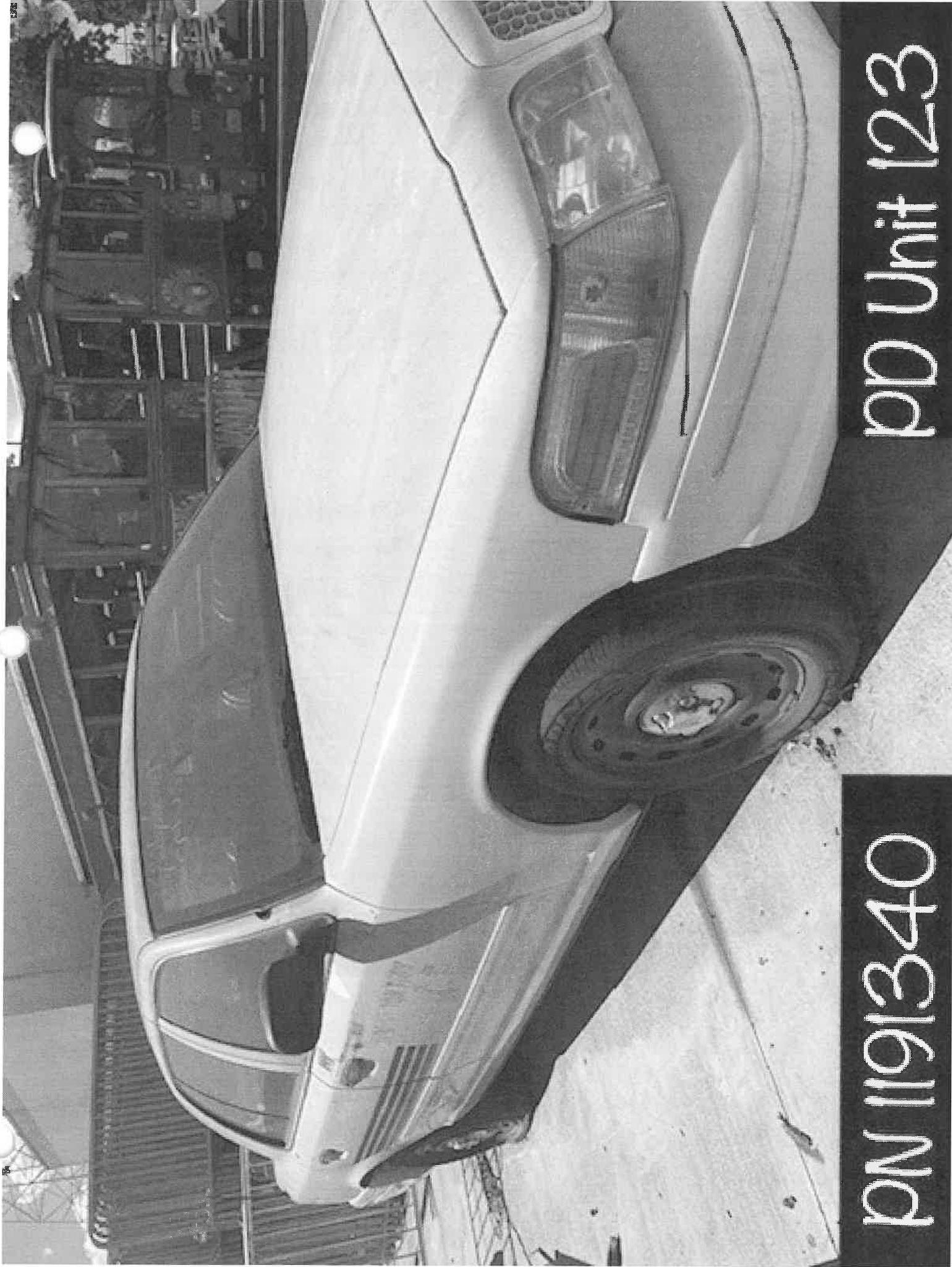
### PROPOSED SURPLUS VEHICLES -

UNIT	YEAR	DESCRIPTION	IDENTIFICATION	HRS/MILEAGE	RATIONALE/CONDITION
201	1975	Case Tractor	17020408	2,230	Worn out, expensive repairs
123	2004	Crown Victoria	2FAHP71W55X112821	96,939	Damaged Engine, expensive repairs
128	2004	Crown Victoria	2FAHP71W45X112762	63,263	Transmission, differential damage, expensive repairs
909	2007	Crown Victoria	2FAHP71V08X101575	111,632	Total accident damage
205	1993	Trailer	4AGCU17D9NC017607	N/A	Replaced with new unit 283
781	2013	Victory Motorcycle	5VPDW36N1D3021594	3,200	Motorcycle program eliminated
780	2013	Victory Motorcycle	5VPDW36N4D3024912	3,500	Motorcycle program eliminated

### PROPOSED MISCELLANEOUS EQUIPMENT/ITEMS

QUANTITY	DESCRIPTION	RATIONALE/CONDITION
4	Tires and rims	Worn/Damaged
1	Battery charger	Inoperative
4	Light bars	Inoperative
1	Vehicle front push bar	Damaged
2	Air compressors	Damaged
4	Police tire spike strip	Used/Damaged
2	Police radio equipment	Obsolete
2	Police fire arm cabinet	Not Used
3	Air conditioning/recharge machine	Inoperative/Old
1	Transmission fluid exchanger machine	Inoperative/Old
1	Police camper shell	Obsolete
2	Floor jacks	Inoperative
1	Tire Changing Machine	Worn/Obsolete

ATTACHMENT "B"



PN 1191340

PD Unit 123

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

18405012669

AUTOMOBILE

PERM EXEMPT

VEHICLE ID NUMBER  
2FAHP71W55X112821

YR MODEL MAKE  
2005 FORD

PLATE NUMBER  
1191340  
REGISTRATION EXPIRATION DATE  
12/31/2099

BODY TYPE MODEL  
4D  
UNLADEN AX WEIGHT  
FUEL CLASS YR  
6  
TRANSFER DATE  
MO LN

FEES PAID  
NONE

ISSUE DATE  
02/05/05

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE  
11/23/2004  
ACTUAL MILEAGE  
ODOMETER READING  
10 MI

REGISTERED OWNER(S)  
CITY HUNTINGTON PARK  
6550 MILES AVE RM 148  
HUNTINGTON PK CA 90255

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW.

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER  
1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE TRANSFEROR/SELLER SIGNATURE(S) DATE TRANSFeree/BUYER SIGNATURE(S)  
PRINTED NAME OF AGENT SIGNING FOR A COMPANY

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X  
Signature releases interest in vehicle. (Company names must be countersigned)  
Release Date

001852 CA84721139  
REG. 17.30R (REV.10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED



A Public Service Agency

123

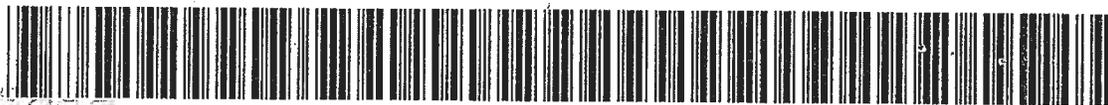
THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*

123



A Public Service Agency

REGISTRATION CARD VALID FROM: 00/00/0000 TO: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2005	2004	FD	110	13	1191340

BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER
4D	G	LM				2FAHP71W55X112821

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
AUTOMOBILE	01/27/05	19	01/10/05	5
PERM EXEMPT				

REGISTERED OWNER:

CITY HUNTINGTON PARK  
6550 MILES AVE RM 148

AMOUNT PAID  
\$NFEE

AMOUNT DUE  
\$ NONE

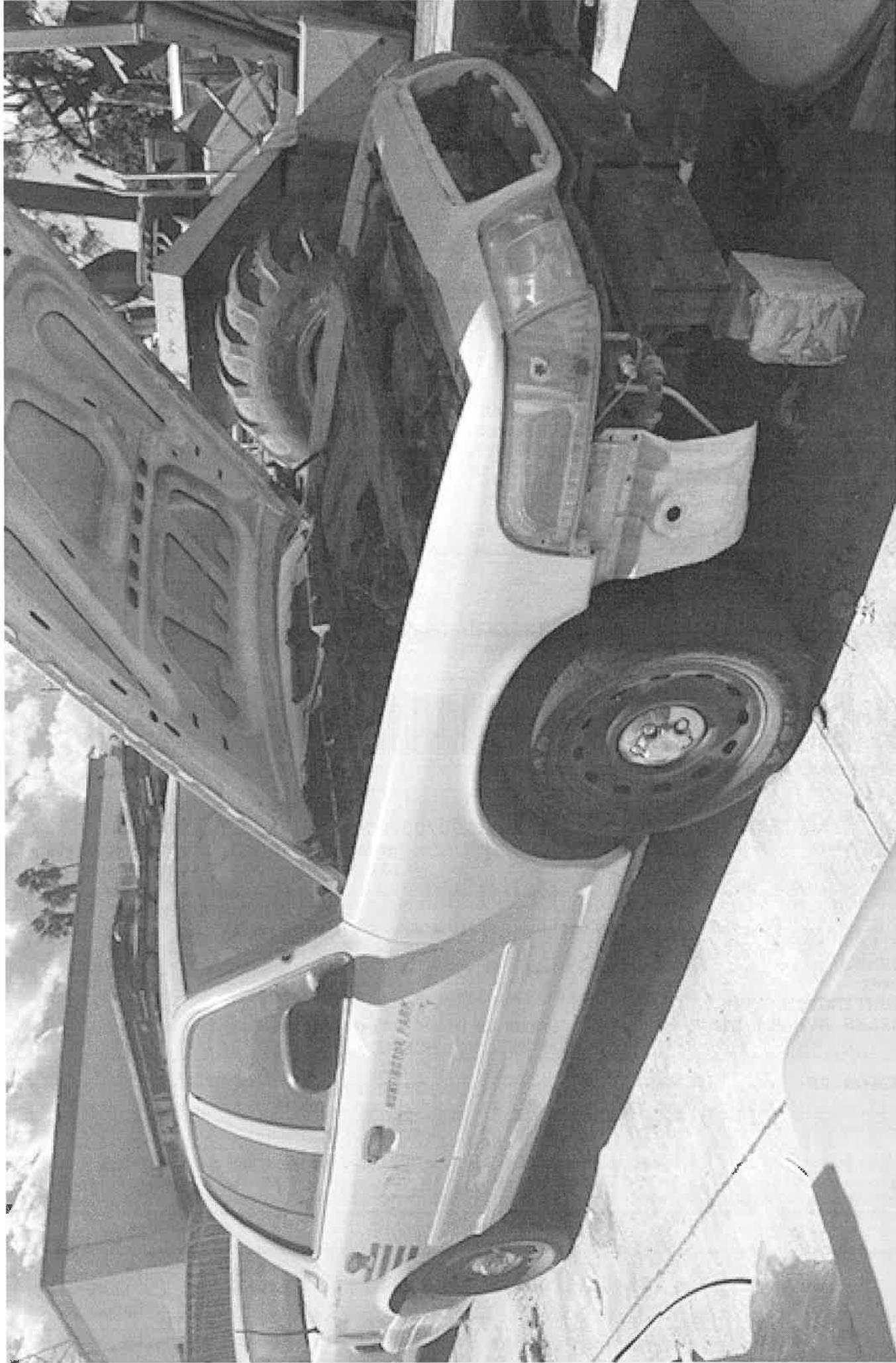
AMOUNT RECVD

CASH :  
CHCK :  
CRDT :

HUNTINGTON PK  
CA 90255

LIENHOLDER

A00 184 G9 000000 0004 PS A00 012605 13 1191340 821



PN 1109384

PO Unit 128

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

179050218F6

AUTOMOBILE PERM EXEMPT

VEHICLE ID NUMBER

2FAHP71W45X112762

YR MODEL

2005 FORD

MAKE

PLATE NUMBER

1109384

BODY TYPE MODEL

4D

AX UNLADEN WEIGHT

FUEL G

TRANSFER DATE

FEE PAID NONE

REGISTRATION EXPIRATION DATE

12/31/2099

YR 1ST SOLD

2004 FD

CLASS

\*YR

MO LP

EQUIPMT/TRUST NUMBER 128

ISSUE DATE

03/03/05

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE

12/20/2004

ODOMETER READING

8 MI

ACTUAL MILEAGE

REGISTERED OWNER(S)

CITY HUNTINGTON PARK  
6550 MILES AVE RM 148  
HUNTINGTON PK CA 90255

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a.

DATE

X

SIGNATURE OF REGISTERED OWNER

1b.

DATE

X

SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR/SELLER SIGNATURE(S)	DATE	TRANSFeree/BUYER SIGNATURE(S)
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles, within 10 days.

LIENHOLDER(S)

2. X

Signature releases interest in vehicle. (Company names must be countersigned)  
Release Date

CA 85281268

001623

REG. 17.30R (REV.10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*

128



A Public Service Agency

REGISTRATION CARD VALID FROM: 00/00/0000 TO: 12/31/2099

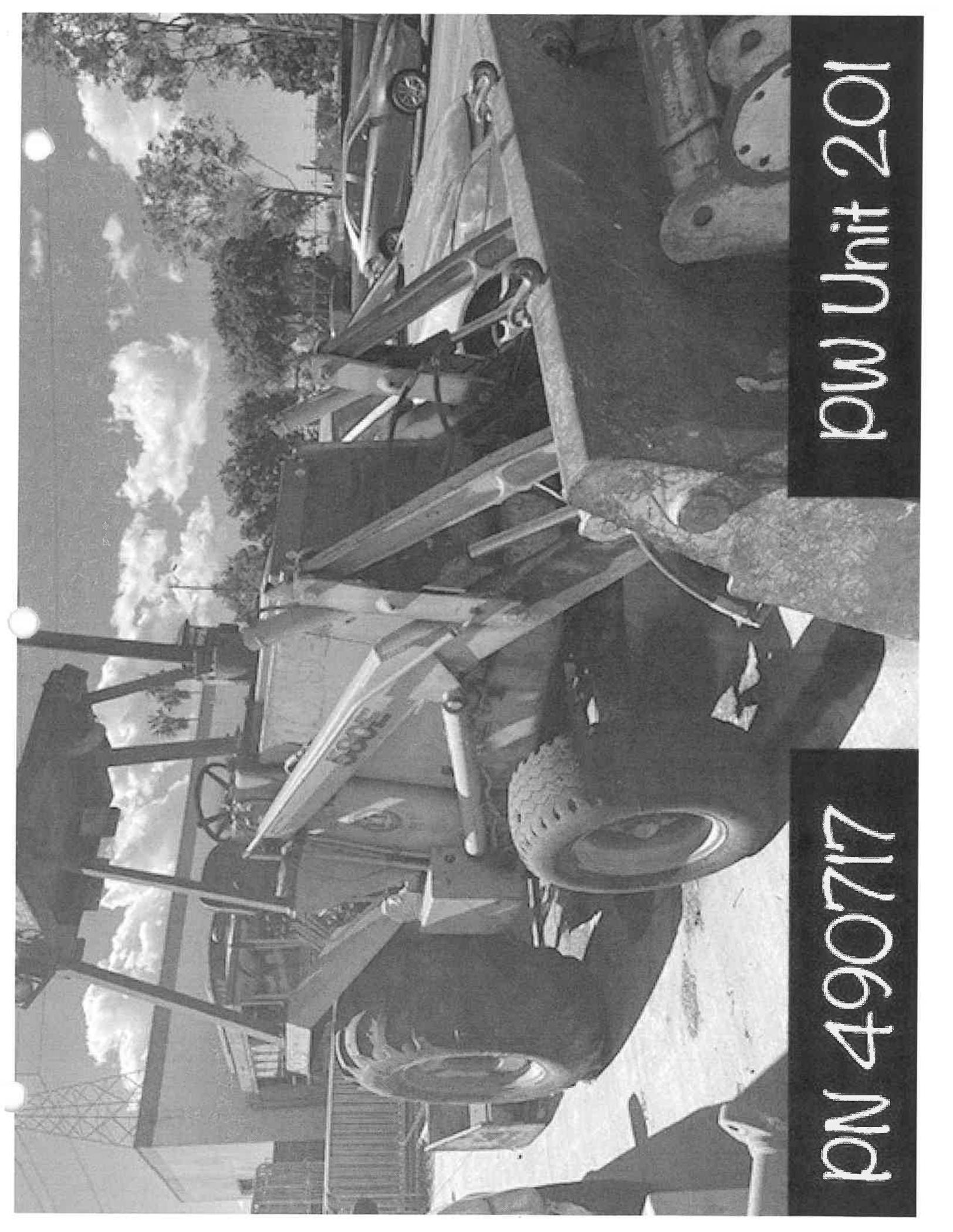
MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2005	2004	FD	110	13	1109384
BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER
4D	G	LN				2FAHP71W45X112762
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
AUTOMOBILE	02/18/05	19	12/20/04	5		
PERM EXEMPT						

REGISTERED OWNER  
 CITY HUNTINGTON PARK  
 6550 MILES AVE RM 148  
  
 HUNTINGTON PK  
 CA 90255

MISC#: 128  
 AMOUNT DUE \$ NONE  
 AMOUNT RECVD  
 CASH :  
 CHCK :  
 CRDT :

AMOUNT PAID  
 \$NFEE

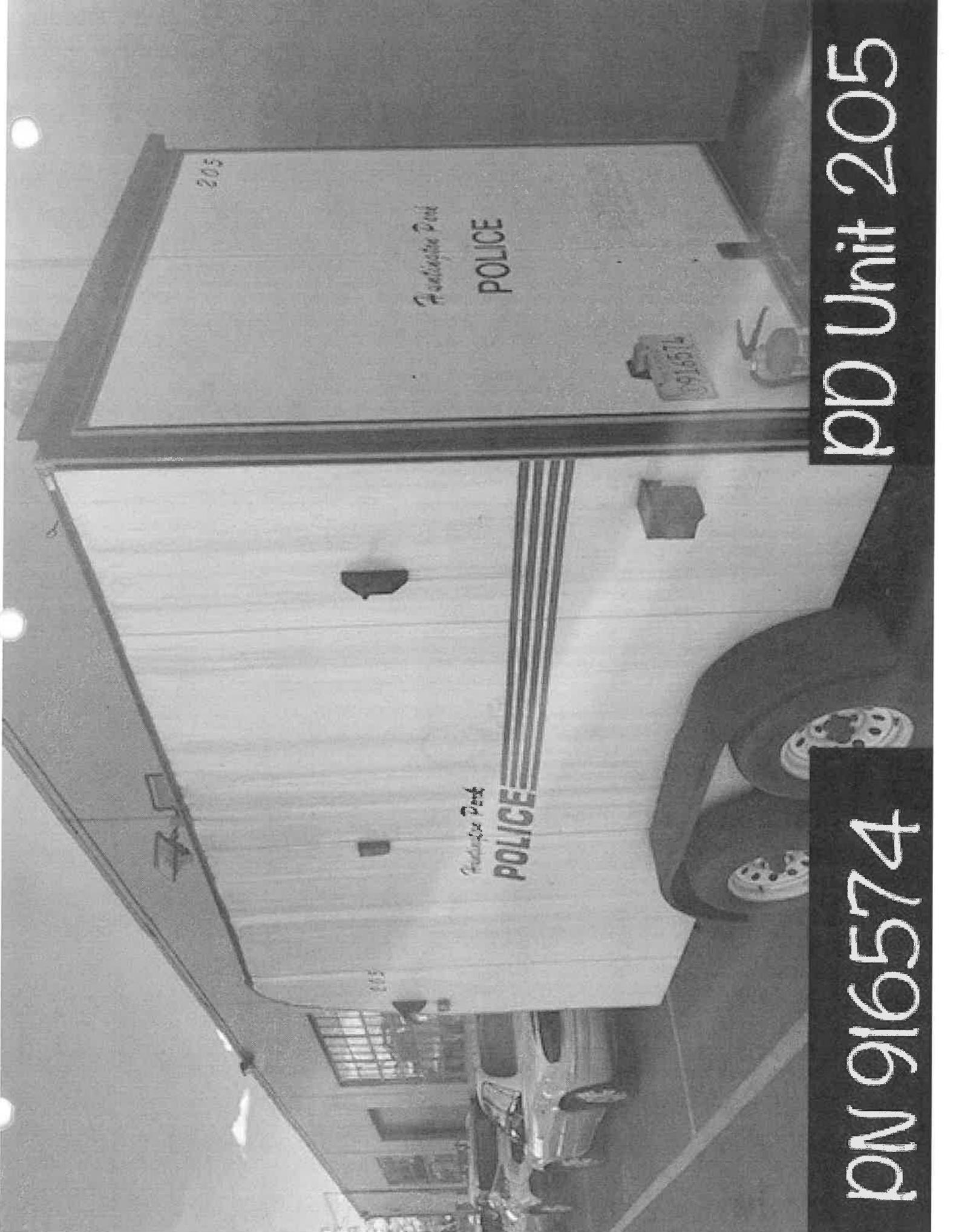
LIENHOLDER



PN 490717

PW Unit 201





PN Unit 205

PN 916574



#205

REGISTRATION CARD VALID FROM: 10/27/92 TO: 12/31/99

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
MMVRS	92	92	CK	41F	43	916574
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN WT	VEHICLE ID NUMBER
UTIL	YA	1	B	02500		4AGCU17D9NCO17607
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
TRAILER	01/09/93	19	11/03/92	-5		
PERM EXEMPT						
REGISTERED OWNER						

CY HUNTINGTON PARK  
6550 MILES AVE

AMOUNT DUE	AMOUNT RECVD
\$ NONE	CASH :
	CHCK :
	CRDT :

HUNTINGTON PK  
CA 90255

93  
AMOUNT PAID  
\$ FEE  
RECEIVED  
CITY CLERK  
HUNTINGTON PARK  
14 APR 11 01

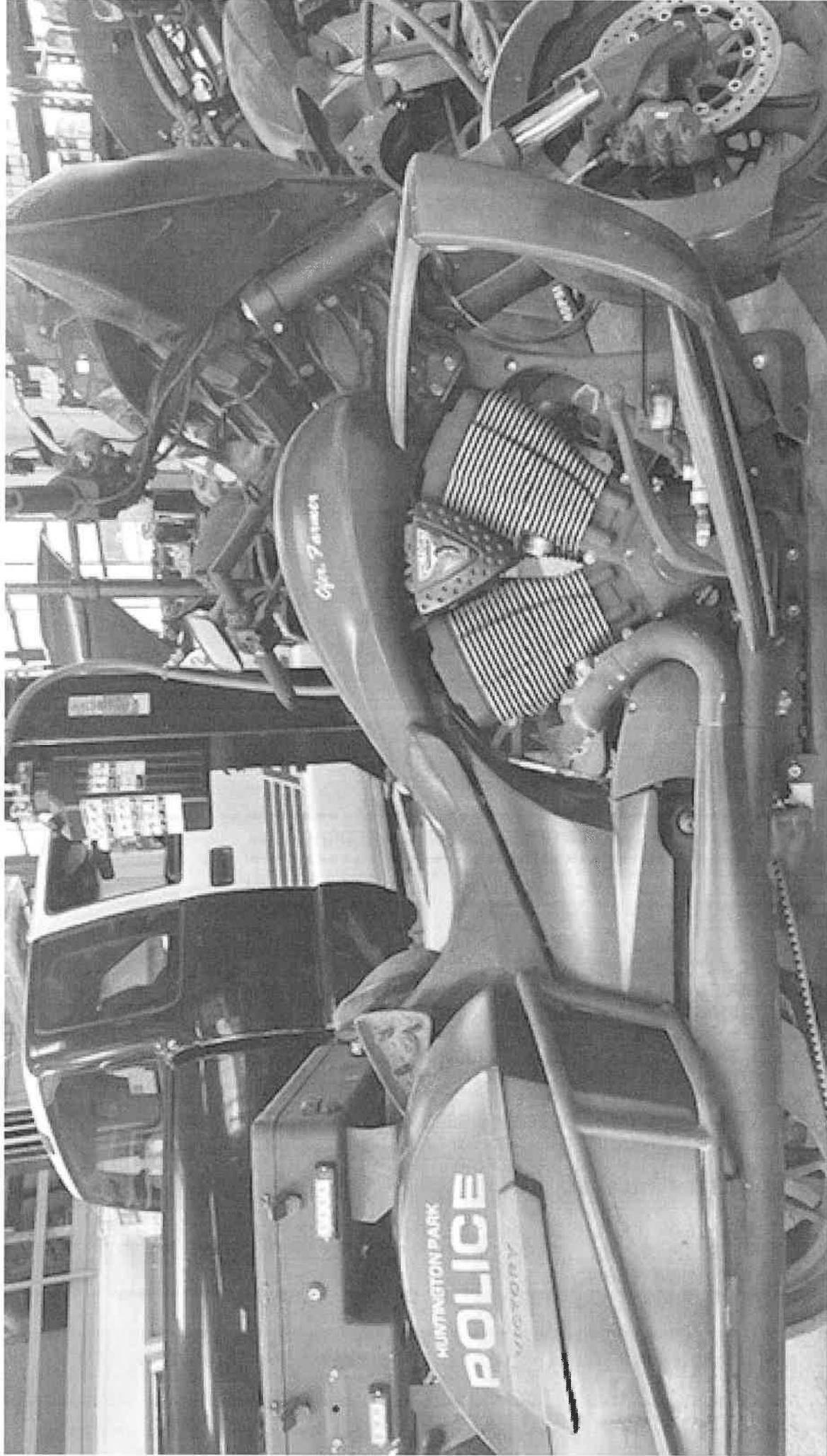
LIENHOLDER

C01 176 42 0000000 0003 PS C01 010993 43 916574 607

\*\*\*\*\*  
DO NOT DETACH - REGISTERED OWNER INFORMATION  
\*\*\*\*\*

1. THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH ISSUED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND.
2. WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE'S MAKE, LICENSE, AND IDENTIFICATION NUMBERS.
3. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF THE NON-OPERATIONAL STATUS OF A STORED VEHICLE (\$5). YOU MUST DO THIS ON OR BEFORE THE VEHICLE EXPIRATION DATE OR THE FOLLOWING PENALTIES WILL BE DUE:
  - \* FOR A PERIOD OF ONE YEAR OR LESS, 40% OF THE FEES DUE FOR THAT YEAR
  - \* FOR A PERIOD OF MORE THAN ONE YEAR, UP TO AND INCLUDING TWO YEARS, 80% OF THE FEES DUE THAT YEAR
  - \* FOR A PERIOD OF MORE THAN TWO YEARS, 160% OF THE FEES DUE FOR THAT YEAR

IF YOU ARE CITED FOR NOT REGISTERING A VEHICLE, THE COURT MAY IMPOSE A \$50 TO \$150 FINE.



VN 5VPDW36N403024912

PO Unit 780



# Vehicle Registration Inquiry Report

**WARNING: SEE RECORD CONDITION**

2013 VCTY MOTORCYCLE (MC)  
R631383  
5VPDW36N4D3024912

Reference #: 21627344  
Request: 5VPDW36N4D3024912  
Requester: kdoppel

Date: 03/15/2022 8:31:13 AM  
Reason: ELP INQUIRY  
Stock #:

REGISTERED OWNER INFORMATION
Name: CITY OF HUNTINGTON PARK
Name/Address:
Address:
Address:
City:
Zip Code:
County:
Allocated County:

LEGAL OWNER (LIENHOLDER) INFORMATION
Name:
Name/Address:
Address:
Address:
City:
Zip Code:

Date of Latest Registration Card Issuance: 02/24/2020  
Date of Latest Ownership Certificate:

VEHICLE INFORMATION
Vehicle Type: MOTORCYCLE NEW (21)
Make: 2013 VCTY MOTORCYCLE (MC)
License Plate: R631383
Expires: 12/31/1999
VIN: 5VPDW36N4D3024912
Type License: 00
Type Body: Passenger Vehicle and Motorcycle (0)
Fuel: GAS (G)
Date First Sold:
Asterisk Year: 2013
Subplate:
Price Class (VLF): \$ 30100 (HX)
<sup>1</sup> Due to DMV: \$ 0
Prorate No:
Equipment No:
Engine Number: 0120467703944

COMMERCIAL VEHICLE INFO
Gross Veh Code:
Cert Indicator:
Axle:
Weight:
Cylinders:
Operating Wt:

RECORD CONDITION
<b>WARNING: REPORT DEPOSIT OF FEES (RDF) IN PROCESS</b>
OFFICE ID: 511
DATE ENTERED: 02/24/2020
ID/SEQUENCE: 450016
TRANSACTION CODE: MISCELLANEOUS ORIGINAL (000)
AMOUNT/VALUE: \$ 0.00
ROUTE CODE:
REASON: VEHICLE VERIFICATION (5)
RECORD STATUS:
02/24/20 VEHICLE VALUE: 0030000

TOTAL REGISTRATION FEES DUE TO DMV		
Estimate for Today	Estimate for 09/18/2022	Estimate for 01/01/2023
\$ 993	\$ 1127	\$ 1337
(\$ 477 + \$ 516 penalty)	(\$ 611 + \$ 516 penalty)	(\$ 611 + \$ 726 penalty)

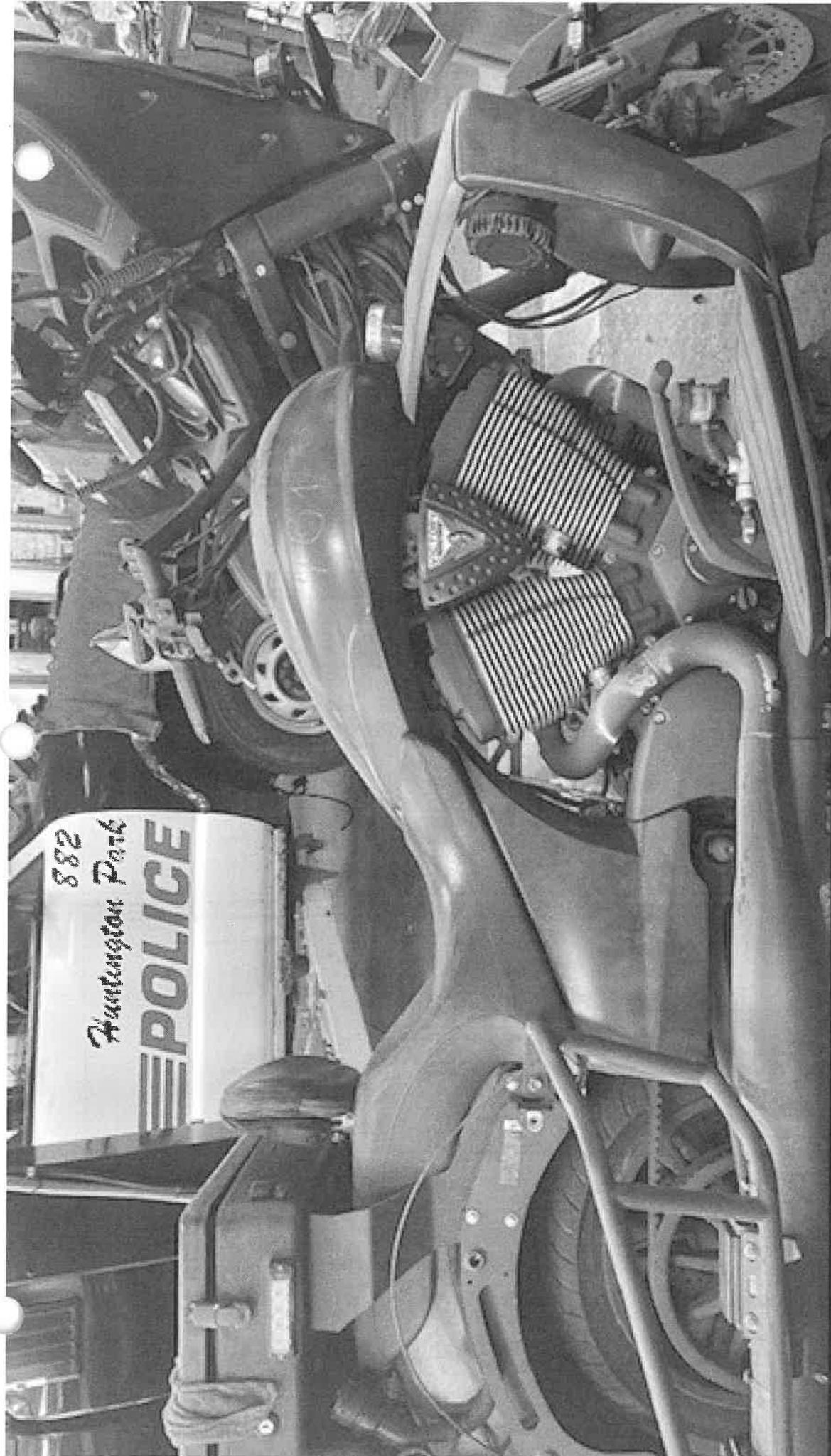
WARNING: RECORD CONDITION MAY IMPACT THE FEES THAT ARE DUE. CONTACT DMV FOR ACTUAL FEES.

DMVDESK FEE ESTIMATOR TIMELINE					
Fee calculation based on purchase. VLF fee for today based on price class HX (\$ 30100).					
WARNING: RECORD CONDITION MAY IMPACT THE FEES THAT ARE DUE. CONTACT DMV FOR ACTUAL FEES.					
	Today	As of	As of	As of	As of
	3/15/2022	9/18/2022	1/1/2023	1/11/2023	1/31/2023
Current Registration Year	2022 Fees	2023 Fees	2023 Fees	2023 Fees	2023 Fees

Vehicle Registration Inquiry Report

Transfer Fee	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 39	(0.65%) \$ 29	(0.65%) \$ 29	(0.65%) \$ 29	(0.65%) \$ 29
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 30		\$ 10	\$ 15	\$ 30
Penalty - CHP Fee	\$ 30		\$ 10	\$ 15	\$ 30
Penalty - VLF Fee	(60%) \$ 23		(10%) \$ 3	(20%) \$ 6	(60%) \$ 17
Subtotal	\$ 242	\$ 149	\$ 172	\$ 185	\$ 226
1st Prior Registration Year	2021 Fees	2022 Fees	2022 Fees	2022 Fees	2022 Fees
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 49	(0.65%) \$ 39	(0.65%) \$ 39	(0.65%) \$ 39	(0.65%) \$ 39
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 50	\$ 30	\$ 50	\$ 60	\$ 50
Penalty - CHP Fee	\$ 50	\$ 30	\$ 50	\$ 50	\$ 50
Penalty - VLF Fee	(80%) \$ 39	(60%) \$ 23	(80%) \$ 31	(80%) \$ 31	(80%) \$ 31
Subtotal	\$ 293	\$ 227	\$ 275	\$ 275	\$ 275
2nd Prior Registration Year	2020 Fees	2021 Fees	2021 Fees	2021 Fees	2021 Fees
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 59	(0.65%) \$ 49	(0.65%) \$ 49	(0.65%) \$ 49	(0.65%) \$ 49
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 100	\$ 50	\$ 100	\$ 100	\$ 100
Penalty - CHP Fee	\$ 100	\$ 50	\$ 100	\$ 100	\$ 100
Penalty - VLF Fee	(160%) \$ 94	(80%) \$ 39	(160%) \$ 78	(150%) \$ 78	(160%) \$ 78
Subtotal	\$ 458	\$ 293	\$ 432	\$ 432	\$ 432
3rd Prior Registration Year		2020 Fees	2020 Fees		
Registration Fee		\$ 65	\$ 65		
CHP Fee		\$ 29	\$ 29		
VLF Fee		(0.65%) \$ 59	(0.65%) \$ 59		
County Fee		\$ 11	\$ 11		
Penalty - Registration Fee		\$ 100	\$ 100		
Penalty - CHP Fee		\$ 100	\$ 100		
Penalty - VLF Fee		(160%) \$ 94	(160%) \$ 94		
Subtotal		\$ 458	\$ 458		
Total Registration Fee	\$ 993	\$ 1,127	\$ 1,337	\$ 892	\$ 933

Use of this Vehicle Registration Inquiry Report must adhere to the requirements by the Department of Motor Vehicles set forth in your Requester Agreement. Any use of this system outside that proscribed in the Requester Agreement is strictly prohibited. Vehicle Registration Inquiry Reports may not be shared with anyone outside the authorized requester's company.



VN 5VPDW36N103021594

PO Unit 781



# Vehicle Registration Inquiry Report

**WARNING: SEE RECORD CONDITION**

2013 VCTY MOTORCYCLE (MC)  
R631382  
5VPDW36N1D3021594

Reference #: 21627340  
Request: 5VPDW36N1D3021594  
Requester: kdooappel

Date: 03/15/2022 8:30:58 AM  
Reason: ELP INQUIRY  
Stock #:

REGISTERED OWNER INFORMATION	LEGAL OWNER (LIENHOLDER) INFORMATION
Name: CITY OF HUNTINGTON PARK Name/Address: Address: Address: City: Zip Code: County: Allocated County:	Name: Name/Address: Address: Address: City: Zip Code:

Date of Latest Registration Card Issuance: 02/24/2020  
Date of Latest Ownership Certificate:

VEHICLE INFORMATION	COMMERCIAL VEHICLE INFO
Vehicle Type: MOTORCYCLE NEW (21) Make: 2013 VCTY MOTORCYCLE (MC) License Plate: R631382 Expires: 12/31/1999 VIN: 5VPDW36N1D3021594 Type License: 00 Type Body: Passenger Vehicle and Motorcycle (0) Fuel: GAS (G) Date First Sold: Asterisk Year: 2013 Subplate: Price Class (VLF): \$ 30100 (HX) 1 Due to DMV: \$ 0 Prorate No: Equipment No: Engine Number: 0120467702987	Gross Veh Code: Cert Indicator: Axle: Weight: Cylinders: Operating Wt:

## RECORD CONDITION

**WARNING: REPORT DEPOSIT OF FEES (RDF) IN PROCESS**  
 OFFICE ID: 511  
 DATE ENTERED: 02/24/2020  
 ID/SEQUENCE: 450015  
 TRANSACTION CODE: MISCELLANEOUS ORIGINAL (C00)  
 AMOUNT/VALUE: \$ 0.00  
 ROUTE CODE:  
 REASON: EPA/DOT CLEARANCE LETTERS (W)  
 RECORD STATUS:  
 02/24/20 VEHICLE VALUE: 0030000

## TOTAL REGISTRATION FEES DUE TO DMV

Estimate for Today	Estimate for 09/18/2022	Estimate for 01/01/2023
\$ 993 (\$ 477 + \$ 516 penalty)	\$ 1127 (\$ 611 + \$ 516 penalty)	\$ 1337 (\$ 611 + \$ 726 penalty)

**WARNING: RECORD CONDITION MAY IMPACT THE FEES THAT ARE DUE. CONTACT DMV FOR ACTUAL FEES.**

## DMVDESK FEE ESTIMATOR TIMELINE

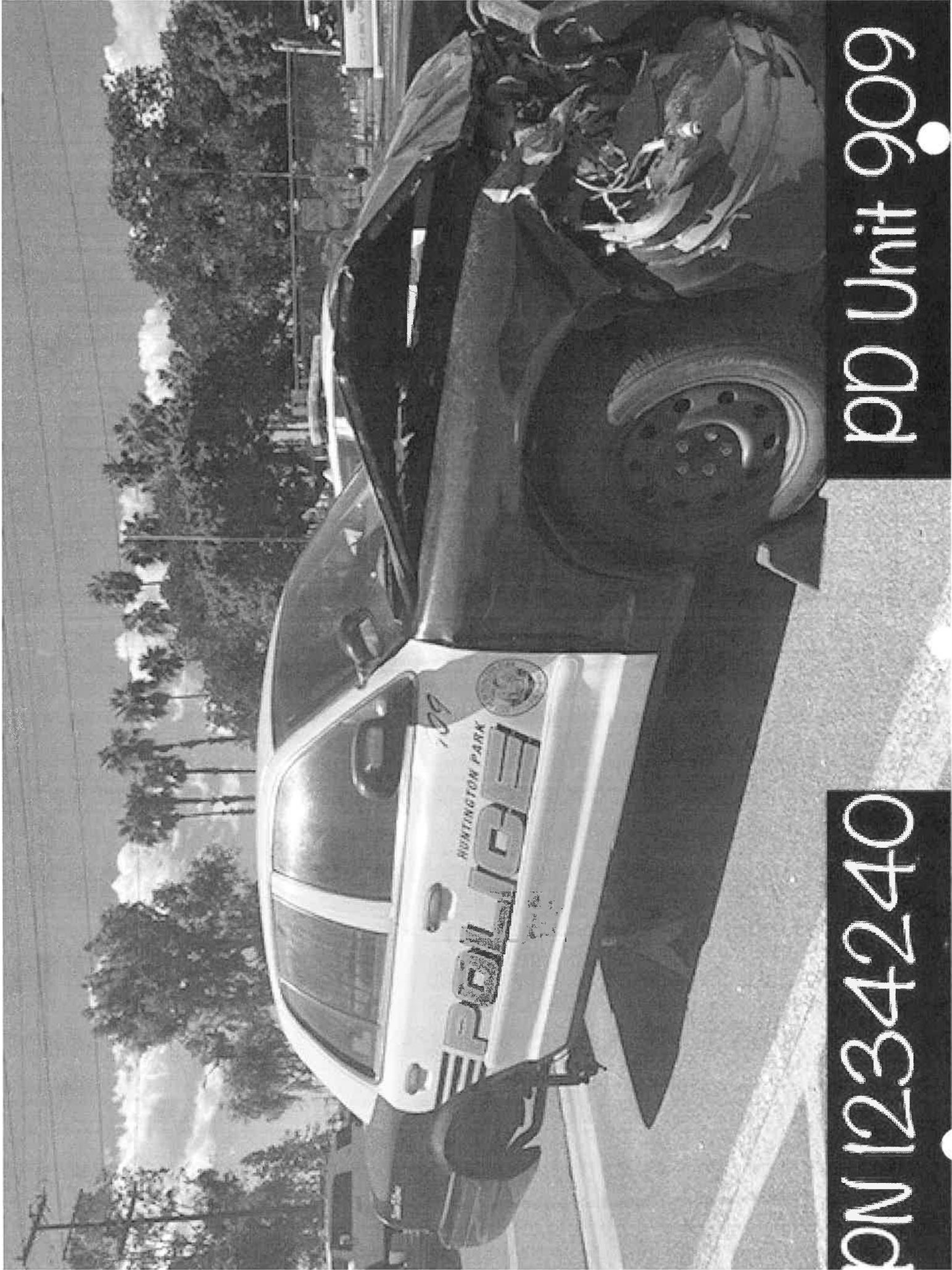
Fee calculation based on purchase. VLF fee for today based on price class HX (\$ 30100).  
**WARNING: RECORD CONDITION MAY IMPACT THE FEES THAT ARE DUE. CONTACT DMV FOR ACTUAL FEES.**

	Today 3/15/2022	As of 9/18/2022	As of 1/1/2023	As of 1/1/2023	As of 1/31/2023
Current Registration Year	2022 Fees	2023 Fees	2023 Fees	2023 Fees	2023 Fees

Vehicle Registration Inquiry Report

Transfer	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 39	(0.65%) \$ 29	(0.65%) \$ 29	(0.65%) \$ 29	(0.65%) \$ 29
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 30	\$ 10	\$ 10	\$ 15	\$ 30
Penalty - CHP Fee	\$ 30		\$ 10	\$ 15	\$ 30
Penalty - VLF Fee	(60%) \$ 23		(10%) \$ 3	(20%) \$ 6	(60%) \$ 17
Subtotal	\$ 242	\$ 149	\$ 172	\$ 185	\$ 226
1st Prior Registration Year	2021 Fees	2022 Fees	2022 Fees	2022 Fees	2022 Fees
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 49	(0.65%) \$ 39	(0.65%) \$ 39	(0.65%) \$ 39	(0.65%) \$ 39
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 50	\$ 30	\$ 50	\$ 50	\$ 50
Penalty - CHP Fee	\$ 50	\$ 30	\$ 50	\$ 50	\$ 50
Penalty - VLF Fee	(80%) \$ 39	(60%) \$ 23	(80%) \$ 31	(80%) \$ 31	(80%) \$ 31
Subtotal	\$ 293	\$ 227	\$ 275	\$ 275	\$ 275
2nd Prior Registration Year	2020 Fees	2021 Fees	2021 Fees	2021 Fees	2021 Fees
Registration Fee	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65
CHP Fee	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29
VLF Fee	(0.65%) \$ 59	(0.65%) \$ 49	(0.65%) \$ 49	(0.65%) \$ 49	(0.65%) \$ 49
County Fee	\$ 11	\$ 11	\$ 11	\$ 11	\$ 11
Penalty - Registration Fee	\$ 100	\$ 60	\$ 100	\$ 100	\$ 100
Penalty - CHP Fee	\$ 100	\$ 60	\$ 100	\$ 100	\$ 100
Penalty - VLF Fee	(160%) \$ 94	(80%) \$ 39	(160%) \$ 78	(160%) \$ 78	(160%) \$ 78
Subtotal	\$ 458	\$ 293	\$ 432	\$ 432	\$ 432
3rd Prior Registration Year		2020 Fees	2020 Fees		
Registration Fee		\$ 65	\$ 65		
CHP Fee		\$ 29	\$ 29		
VLF Fee		(0.65%) \$ 59	(0.65%) \$ 59		
County Fee		\$ 11	\$ 11		
Penalty - Registration Fee		\$ 100	\$ 100		
Penalty - CHP Fee		\$ 100	\$ 100		
Penalty - VLF Fee		(160%) \$ 94	(160%) \$ 94		
Subtotal		\$ 458	\$ 468		
Total Registration Fee	\$ 993	\$ 1,127	\$ 1,337	\$ 892	\$ 933

Use of this Vehicle Registration Inquiry Report must adhere to the requirements by the Department of Motor Vehicles set forth in your Requester Agreement. Any use of this system outside that prescribed in the Requester Agreement is strictly prohibited. Vehicle Registration Inquiry Reports may not be shared with anyone outside the authorized requester's company.



PN 1234240

PD Unit 909

STATE OF CALIFORNIA

CERTIFICATE OF TITLE

VEHICLE HISTORY

184071017N1

AUTOMOBILE

PERM EXEMPT

VEHICLE ID NUMBER  
2FAHP71V08X101575

YR MODEL MAKE  
2008 FORD

PLATE NUMBER  
1234240

BODY TYPE-MODEL  
4D

AX UNLADEN WEIGHT

FUEL  
G

TRANSFER DATE

FEES PAID  
NONE

REGISTRATION EXPIRATION DATE  
12/31/2099

YR 1ST SOLD CLASS \*YR  
2007 FD

MO  
NX

EQUIPMT/TRUST NUMBER

ISSUE DATE  
10/27/07

MOTORCYCLE ENGINE NUMBER

ODOMETER DATE  
08/27/2007

ODOMETER READING  
14 MI

REGISTERED OWNER(S)  
CITY HUNTINGTON PARK  
6550 MILES AVE RM 148  
HUNTINGTON PK CA 90255

ACTUAL MILEAGE

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW

VOID WITHOUT BEAR WATERMARK. HOLD TO LIGHT TO VIEW

I certify under penalty of perjury under the laws of the State of California, that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.

1a. DATE X SIGNATURE OF REGISTERED OWNER

1b. DATE X SIGNATURE OF REGISTERED OWNER

Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

The odometer now reads [ ] (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.

WARNING  Odometer reading is not the actual mileage.  Mileage exceeds the odometer mechanical limits.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATE	TRANSFEROR (SELLER SIGNATURE(S))	DATE	TRANSFeree (BUYER SIGNATURE(S))
	X		X
PRINTED NAME OF AGENT SIGNING FOR A COMPANY		PRINTED NAME OF AGENT SIGNING FOR A COMPANY	

IMPORTANT READ CAREFULLY

Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.

LIENHOLDER(S)

2. X  
Signature releases interest in vehicle. (Company names must be countersigned);  
Release Date

001553 CA106888138

REG. 17.30RS (REV.10/03)

KEEP IN A SAFE PLACE - VOID IF ALTERED

909

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

\*\*\*\*\* DO NOT DETACH - REGISTERED OWNER INFORMATION \*\*\*\*\*

909



REGISTRATION CARD VALID FROM: 00/00/0000 TO: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2008	2007	FD	110	13	1234240
BODY TYPE MODEL	MP	MO				VEHICLE ID NUMBER
4D	G	NX				2FAHP71V08X101575
TYPE VEHICLE USE		DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	
AUTOMOBILE		10/17/07	19	08/27/07	5	
PERM EXEMPT						
REGISTERED OWNER						
CITY HUNTINGTON PARK						
6550 MILES AVE RM 148						
HUNTINGTON PK						
CA	90255					

#909

AMOUNT DUE	AMOUNT RECVD
\$ NONE	CASH :
	CHCK :
	CRDT :

AMOUNT PAID  
\$NFEE

LIENHOLDER

**ITEM 10**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO MODIFY HUNTINGTON PARK EXPRESS LOCAL TRANSIT BUS SHUTTLE STOP LOCATIONS**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize the relocation of certain Huntington Park Express Local Transit Bus Shuttle stops in order to enhance American with Disabilities (ADA) access and increase reliability and timeliness performance.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Over time there is a tendency for additional stops to be added to bus routes, as requests for service in front of more places are requested. When stops are as frequent as every or every other city block, it may be useful to comprehensively re-examine the location of all stops. In addition to reducing the number of stops, citing stops so as to improve service can be a component of the Huntington Park Express Local Transit bus shuttle network. Determining optimal stop spacing is ultimately a result of ridership data collected and the requests submitted by riders to access specific key City landmarks.

The following modifications to the relocation of stops are based on a compilation of information gathered from bus shuttle drivers and the public transit riders.

- Gage Avenue and Marconi Street: Add a bus stop sign on the south for the school.
- State Street, near Florence Avenue: Add bus stop sign in front of the CVS store which is not listed on the brochure.
- Stop #21 needs to be moved to the northwest corner of the intersection and evaluate for adding red curb. (Saturn Avenue between Pacific Boulevard and Rugby Avenue)
- Remove stop #41 at Randolph Street and Carmelita Avenue: This stop sign was left in place after the street was made into a one way and isn't accessible on route.
- Add stop at Bickett Street and Slauson Avenue at new Target store.

## **CONSIDERATION AND APPROVAL TO MODIFY HUNTINGTON PARK EXPRESS LOCAL TRANSIT BUS SHUTTLE STOP LOCATIONS**

June 21, 2022

Page 2 of 2

- Add stop at southwest corner of Santa Fe Avenue and Randolph Street.
- Stop #24 at Wilmington Avenue and 65<sup>th</sup> Street needs to be relocated to 64<sup>th</sup> Street for counterclockwise route since street has been closed off at Alameda Avenue.
- Stop #40 at Randolph Street and Gifford Avenue needs to be evaluated for possible modification to better facilitate wheelchair ramp deployment.
- Stop #17 at Cedar Avenue and Gage Avenue: Add stop across the street for counterclockwise route for picking up school children.
- Stop #19, fix sign post.
- Stops along Saturn Avenue are problematic due to school traffic and semi-trucks. Solution; reroute to stay on Alameda Avenue and turn eastbound on Florence Avenue and northbound on Albany Street to reach eastbound Saturn Avenue in order to continue on route.
- HP Express stop sign missing at Slauson Avenue west of Maywood Avenue in front of Primo burger. Currently a Metro route 108 stop.
- Stop #26: Remove stop at Albany Street and Gage Avenue.
- Stop #37: Missing HP bus stop sign at Carmelita Avenue and Slauson Avenue.
- Stop #38: Missing HP bus stop sign at Corona Avenue and Slauson Avenue.
- Route on map does not correctly show the path of the bus on Gage Avenue at Cottage Street to include the stops in front of the school. One of the stops on the westbound side of the street needs to be removed to allow for traffic flow at school. Evaluate the bus stops at and near school to relocate for ease of traffic congestion.

Recommendation is for the City Council to accept the relocation of certain bus shuttle stops and to authorize the changes as stated above; with an effective July 1, 2022 date. Attachment 1 depicts all of the revisions to the pamphlet that will be provided to the riders and posted on the City's website once City Council approves the modifications.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Americans with Disabilities Act (ADA) protects the rights of disabled people to access walkways (wheelchair accessible, etc.), public facilities and generally enjoy the same level of access as non-disabled people. This also includes equal access to transportation. City is responsible to ensure that all public transit riders are given an opportunity to partake in this service. Improving accessibility and timeliness reliability will increase ridership efficiency and reliability.

### **CONCLUSION**

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



**CONSIDERATION AND APPROVAL TO MODIFY HUNTINGTON PARK EXPRESS  
LOCAL TRANSIT BUS SHUTTLE STOP LOCATIONS**

June 21, 2022

Page 2 of 2

RICARDO REYES  
City Manager

A handwritten signature in cursive script, appearing to read "Cesar Roldan".

CESAR ROLDAN  
Director of Public Works

**ATTACHMENT**

1. Attachment 1 - HP Express Brochure 2022

**ATTACHMENT "A"**

#### DAYS OF SERVICE

The HP Express operates every day of the year, except on the following Holidays; Thanksgiving, Christmas, New Years, and Labor Day and runs on a Saturday schedule for President's Day, Memorial Day, and Independence Day.

#### METRO

HP Express is a project of the City of Huntington Park and is a component of Metro, the region's integrated transportation systems.

#### ACCESSIBILITY

All HP Express shuttles are wheelchair accessible.

#### FARES

#### General Admission

\$0.75

TAP/Access cards are acceptable forms of payment.

#### Qualifications for FREE service

- Persons 62 years of age and older with a SENIOR photo ID, or Senior Metro (MTA) bus pass.
- Persons with Disabled ID issued by a government agency and a photo ID.
- Medicare cardholders with a photo ID.
- Children 4 years of age or younger, maximum of two per person when accompanied by a fare paying adult or senior passenger.

#### DÍAS DE SERVICIO

El HP Express funciona todos los días del año, excepto en los siguientes días festivos: Día de Acción de Gracias, Navidad, Año Nuevo y Día del Trabajo. Para los días festivos: Día del Presidente, Memorial y el Día de la Independencia, las horas de servicio son de 8:00 a.m.—5:30 p.m.

#### METRO

HP Express es un servicio de la ciudad de Huntington Park, y es parte de METRO, el sistema de transportación de la región.

#### ACCESIBILIDAD

Todos los autobuses HP Express son completamente accesibles para silla de ruedas.

#### TARIFAS

#### Admisión General

\$0.75

Tarjetas de TAP/Access son formas aceptables de pago.

#### Requisitos para servicio GRATIS

- Personas mayores de 62 años con comprobante de edad o pase de autobús del Metro (MTA) para personas mayores.
- Personas con tarjeta de Incapacidad de alguna agencia gubernamental y tarjeta de identificación con fotografía.
- Personas con tarjeta de Medicare y tarjeta de identificación con fotografía.
- Niños menores de 4 años, con un máximo de dos niños por persona, cuando viajen acompañados de un adulto o una persona mayor que pague la tarifa regular.

#### NOTE

Schedules are subject to traffic-weather and other conditions. Please be patient, as these conditions are out of the control of the driver and HP Express. Also, remember to allow sufficient time to make transfers to other services.

#### NOTA

Los horarios están sujetos al tráfico, condiciones climáticas y condiciones fuera del control del conductor y de HP Express. Por favor le pedimos paciencia. También, recuerde dar tiempo suficiente para transbordar a otros servicios de transportación.

#### COMPLAINTS AND QUESTIONS

Please feel free to call HP Express at (323) 476-7766 to ask questions or register a complaint. You may also call the City of Huntington Park at (323) 584-6274 for general questions about the program or to express a complaint.

#### QUEJAS Y PREGUNTAS

Por favor de comunicarse con HP Express al número (323) 476-7766 para preguntas o para reportar quejas. También puede llamar a la ciudad de Huntington Park al (323) 584-6274 para preguntas generales acerca del programa o para reportar quejas.



# HUNTINGTON PARK EXPRESS

Huntington Park Local Transit Shuttle  
Autobús Del Transporte Local de Huntington Park



FOR INFORMATION CALL / PARA MAS INFORMACION FAVOR DE LLAMAR AL

(323) 476-7766

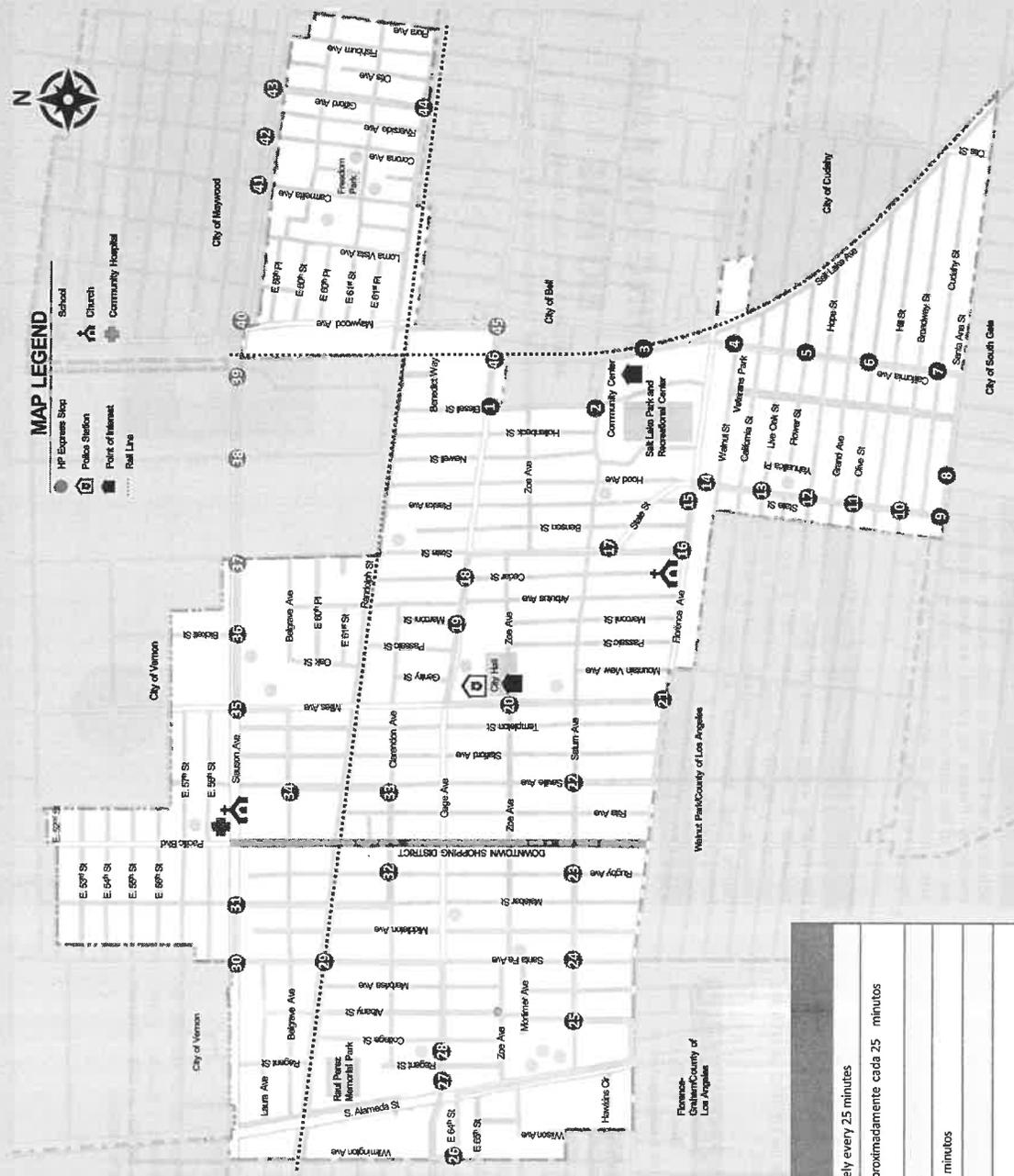


City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
323-584-6274



## Huntington Park Express Stops

- 1 Bissel St. & Gage Ave
- 24 Satum & Santa Fe
- 2 Bissel St. & Bell Avenue
- 25 Satum & Albany
- 3 Community Center
- 26 Wilmington & 64th St
- 4 Walnut & California Ave
- 27 Alameda & Gage
- 5 Flower & California
- 28 Cottage & Gage
- 6 Olive & California
- 29 Santa Fe & Randolph
- 7 Cudahy & California
- 30 Santa Fe & Slauson
- 8 Santa Ana & Victoria
- 31 Malabar & Slauson
- 9 State & Santa Ana
- 32 Rugby & Clarendon
- 10 State & Broadway
- 33 Seville & Clarendon
- 11 State & Olive
- 34 Seville & Belgrave
- 12 State & Hope
- 35 Miles & Slauson
- 13 State & Live Oak
- 36 Bickett & Slauson
- 14 State, between Florence & Walnut
- 37 Boyle & Slauson
- 15 Plaska & Florence Ave
- 38 Alcoa & Slauson
- 16 Mission & Florence
- 39 Downey RD/Malburg & Slauson
- 17 Satum & Slate
- 40 Maywood & Slauson
- 18 Cedar & Gage
- 41 Carmelita & Slauson
- 19 Marconi & Gage
- 42 Corona & Slauson
- 20 Miles & Zoe
- 43 Gifford & Slauson
- 21 Miles & Florence
- 44 Randolph & Gifford
- 22 Seville & Satum
- 45 Gage & Maywood Ave
- 23 Satum & Rugby
- 46 Gage & Salt Lake Ave



## Huntington Park Express

WEEKDAYS	Service operates Monday-Friday, between 6:00 a.m. - 6:30 p.m., approximately every 25 minutes
DIAS LABORABLES	Las horas de servicio son los Lunes-Viernes entre las 6:00 a.m. - 6:30 p.m., aproximadamente cada 25 minutos
SATURDAYS	Service operates from 8:00 a.m. - 5:30 p.m., approximately every 25 minutes
SIABADOS	Las horas de servicio son de 8:00 a.m. - 5:30 p.m. aproximadamente cada 25 minutos
SUNDAY	No service
DOMINGO	No hay servicio

**ITEM NO. 11**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO EXTEND PACIFIC PIPELINE SYSTEM LLC'S FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize City Manager to sign the franchise agreement extension letter for Pacific Pipeline System LLC to operate and maintain a hydrocarbon pipeline within the City limits.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Pacific Pipeline Systems LLP (franchisee) is a Long Beach based oil transport company. The franchisee operates a 5,419-foot, 20-inch diameter crude oil pipeline that runs along Alameda Street. Pacific Energy Partners was sold to Plains All American Pipeline, LP (Plains) in 2006. Plains, based in Houston, is a publicly traded master limited partnership engaged in the transportation, storage and marketing of crude oil, refined products and liquefied petroleum gas (LPG). The Partnership is also engaged in the development and operation of natural gas storage facilities.

City Council approved the franchise agreement in January of 1997 for a duration of 25 years. The franchise agreement was established via adopted Ordinance 585-NS (Resolution No. 97-3) to operate and maintain a hydrocarbon pipeline within the City boundary and has expired in 2022. The franchisee reached out to the City requesting an extension (Attachment 1). The State Clearinghouse had reviewed the California Environmental Quality Act (CEQA) documents and deemed the transportation of hydrocarbon in conformance with State regulations and applicable safety standards.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Ordinance 585-NS, was passed and adopted by the City Council at the regular scheduled meeting of January 6, 1997 (Attachment 2). The ordinance granted a franchise agreement for a 25-year period. Franchisee is seeking approval to continue operating the pipeline for an additional 25 years. The California Public Utilities

**CONSIDERATION AND APPROVAL TO EXTEND PACIFIC PIPELINE SYSTEM LLC'S FRANCHISE AGREEMENT TO OPERATE AND MAINTAIN A PIPELINE AND APPURTENANCES TO TRANSPORT HYDROCARBON**

June 21, 2022

Page 2 of 2

Commission (PUC) under California Code, Public Utilities Code - PUC § 6231.5 regulates the franchisee and the impact fees paid to the City.

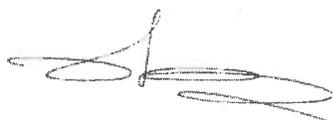
**FISCAL IMPACT**

The PUC regulates the fee associated with operating the pipeline. The diameter and length of the pipe dictate the annual base rate fee, which is multiplied by the Consumer Price Index for the County of Los Angeles. This is published by the United States Department of Labor, Office of Information every September and payment is due in the next subsequent year. Per the Finance Department, the franchisee paid \$4,911.78 in 2019 and \$5,078.69 in 2020.

**CONCLUSION**

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT**

1. Attachment 1 - Pacific Pipeline System LLC
2. Attachment 2 - Ordinance No. 585-NS

**ATTACHMENT "A"**

# PACIFIC PIPELINE SYSTEM LLC



April 13, 2022

Line 2000 Franchise

Cesar Roldan  
Director of Public Works  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255  
Via e-mail: croidan@hpca.gov

Re: Extension of Franchise Ordinance No. 585-NS

Dear Mr. Roldan:

Pacific Pipeline System LLC is the Grantee of Franchise Ordinance No. 585-NS.

The Ordinance, granted in 1997, is for a 25-year term with an option in Section 1(A) for Grantee to extend the term for an additional 25 years.

With our letter dated November 15, 2021 (copy attached) to City Clerk Eduardo Sarmiento, Pacific Pipeline System exercised the option to extend the term of the Ordinance to February 10, 2047.

For our records, please ask City Manager Ricardo Reyes to acknowledge that the term of the Ordinance has been extended to February 10, 2047. Kindly return this letter to me at the address below.

If you have any questions, please do not hesitate to contact me at (562) 728-2020.

Very truly yours,

James Jacoby  
Manager, Western Region  
Land Department

ACKNOWLEDGED:

\_\_\_\_\_  
Ricardo Reyes  
City Manager

DATE: \_\_\_\_\_

Attachment

ATTACHMENT "B"

ORDINANCE NO. 585-NS

1  
2 AN ORDINANCE OF THE CITY OF HUNTINGTON PARK GRANTING TO PACIFIC  
3 PIPELINE SYSTEM, INC., A DELAWARE CORPORATION, A FRANCHISE TO  
4 OPERATE AND MAINTAIN A CERTAIN PIPELINE AND APPURTENANCES FOR  
5 THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF  
6 HUNTINGTON PARK.

7 WHEREAS, Pacific Pipeline System, Inc., a Delaware  
8 corporation ("PPS"), made application to the Huntington Park  
9 City Council for a franchise for a pipeline and appurtenances to  
10 transport hydrocarbon substances; and

11 WHEREAS, pursuant to Resolution No. 96-92, adopted on  
12 November 18, 1996, the City Council did declare its intention to  
13 grant a franchise to said company, and did set two public  
14 hearings to consider objections to said franchise; and

15 WHEREAS, at two regular Council meetings, held December 16,  
16 1996 and January 6, 1997, said new franchise following said  
17 public hearings on the matter was granted to PPS,

18 NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON  
19 PARK DOES ORDAIN AS FOLLOWS:

20 SECTION 1: TERMS AND CONDITIONS OF FRANCHISE:

21 A. Terms of Franchise.

22 This franchise is hereby granted to PPS (hereinafter  
23 referred to as "Grantee"), for a term of 25 years from  
24 the effective date of this franchise; however, said  
25 franchise may be sooner terminated by voluntary  
26 surrender or abandonment by Grantee, or by forfeiture  
27 for noncompliance with the terms and provisions  
28 hereof. Grantee shall further have an option to  
extend this franchise for an additional 25 year term.  
Grantee shall give notice to exercise its option no

1                   sooner than eighteen (18) months nor later than six  
2                   (6) months prior to expiration of the initial term.

3           B.   Grant of Franchise

4                   This franchise grants to Grantee the right and  
5                   privilege to install, operate, maintain, replace and  
6                   repair a twenty-inch (20") diameter insulated  
7                   pipeline, for the transportation of oil, petroleum,  
8                   gas, gasoline or other hydrocarbon substances or  
9                   water, fiber optic communications systems installed in  
10                  connection with said pipeline, and the appurtenances  
11                  as described in subsection C immediately below, all of  
12                  which are collectively referred to hereinafter as the  
13                  "Pipeline", in under, along and across certain public  
14                  streets, highways and alleys, hereinafter collectively  
15                  referred to as "streets", in the City of Huntington  
16                  Park, County of Los Angeles, State of California,  
17                  hereinafter referred to as "City", as described in  
18                  Exhibit "A", attached hereto and shown on the map  
19                  attached hereto as Exhibit "B".

20          C.   Appurtenances

21                  The Grantee shall have the right to operate, maintain,  
22                  repair or replace such scraper traps, manholes,  
23                  flanges, conduits, culverts, valves, appliances,  
24                  cathodic protection systems, communications systems  
25                  including fiber optic cable, attachments and other  
26                  appurtenances (hereinafter collectively referred to as  
27                  "appurtenances") as may be necessary or convenient in  
28                  connection with the maintenance and operation of the

Pipeline under this franchise.

SECTION 2: MAINTENANCE AND REPAIR

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2  
3 A. Grantee shall maintain the Pipeline in a good,  
4 workmanlike manner and in conformity with all  
5 applicable and lawful federal, state and local rules  
6 and regulations and shall perform any necessary  
7 repairs. City agrees to process all excavation and  
8 other permit applications in a timely manner and for a  
9 reasonable fee not to exceed the time periods and fee  
10 charged to other utilities serving the residents of  
11 the City.
- 12 B. Grantee shall conduct maintenance and repair of the  
13 Pipeline with the least possible hindrance to the use  
14 of the streets for purposes of travel, and as soon as  
15 practical after such work is completed, all portions  
16 of the streets which have been excavated or otherwise  
17 damaged thereby shall be place in as good condition as  
18 the same were before the commencement of such work, to  
19 the satisfaction of the City, and any damage or injury  
20 suffered by any person by reason of any excavation or  
21 obstruction being improperly guarded during said work  
22 shall be borne by Grantee.
- 23 C. Grantee, upon completing any street opening, shall  
24 restore all streets, highways, private and public  
25 property to at least as good condition as the same  
26 existed in, immediately prior to said opening.
- 27 D. Grantee shall make such deposits of money or shall  
28 file such bonds with the City as City normally

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requires to insure satisfaction and completion of all construction activity within public rights-of-way.

SECTION 3: SAFETY REQUIREMENTS

A. Conformance with Pressure Piping Code

The Pipeline shall be operated, maintained, replaced or repaired in accordance with the latest revision of the "American National Standard Institute Code for Pressure Piping ANSI/ASME B31.4-1979", American Petroleum Institute Standard 1104; Code of Federal Regulations, Part 195, Title 49 U.S.C. and other applicable standards and codes, whichever is the most stringent.

B. Conformance with Federal and State Codes

The Pipeline shall be construed, operated, maintained, replaced or repaired in accordance with all federal standards for the constructing of interstate pipelines as set forth in federal laws, rules or regulations. Whenever there is a conflict in the federal or state standards, the more stringent standard will prevail.

C. Conformance with City Ordinances and Permits

The Pipeline shall be operated, maintained, replaced or repaired in conformity with all ordinances, rules or regulations in effect at the time of granting of the franchise, or as prescribed by the City Council, and in accordance with the terms and conditions of any permit issued by the City Engineer.

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1           SECTION 4:           STREET EXCAVATION RULES

2           A.   Permit Required

3           Except in an emergency, the Grantee shall not excavate  
4           in a City street without having first obtained a  
5           Construction-Excavation Permit from the City Engineer.  
6           The Grantee shall pay any fees normally charged for  
7           such permit.

8           B.   Duty to Repair Streets

9           As soon as any street excavation work is completed,  
10          all portions of the streets excavated or otherwise  
11          damaged thereby shall be placed in as good condition  
12          as they were before the commencement of such work, to  
13          the satisfaction of the City Engineer. All street  
14          repair work shall be made by the Grantee at the  
15          expense of the Grantee in accordance with the  
16          ordinances of the City and the conditions of the  
17          Construction-Excavation Permit issued therefor by the  
18          City Engineer.

19          SECTION 5:           CLEAN UP OF BREAKS AND LEAKS

20          If any portion of any street shall be damaged by reason of  
21          breaks or leaks in any pipe or conduit operated or maintained  
22          under this franchise, or if any street, sidewalk, sewer, storm  
23          drain or other facility shall be so damaged, Grantee shall  
24          restore it to as good condition as it was before such break or  
25          leak, and shall clean up any such spill or leak to the  
26          satisfaction of the City Engineer. Such cleanups shall be  
27          accomplished in a timely manner, with as little public  
28          disruption as possible.

1            SECTION 6:            EMERGENCY CREWS

2            At all times during the term of this franchise, the Grantee  
3 shall maintain on a twenty-four (24) hour basis personnel to  
4 operate the Pipeline. In addition, during the term of this  
5 franchise, the Grantee shall maintain on a twenty-four (24) hour  
6 basis adequate standby equipment and properly trained emergency  
7 standby crews, for the purpose of implementing emergency  
8 response such as repairs, oil spill cleanup, preventing or  
9 minimizing damage or the threat of damage to people or the  
10 environment in the event of any emergency resulting from an  
11 earthquake, act of war, civil disturbance, flood, leakage or  
12 other cause.

13            SECTION 7:            COMPENSATION TO THE CITY

14            A.    Grantee shall, during the initial term or the option  
15 term, pay to the City an annual fee calculated by  
16 multiplying \$0.44 per lineal foot of pipeline, times  
17 the number of lineal feet of pipeline in the streets  
18 of the City of Huntington Park, and then times the  
19 factor established under California Public Utilities  
20 Code Section 6231.5(b)(1). This calculation is set  
21 forth in California Public Utilities Code Section  
22 6231.5. There will be approximately 5,506 lineal feet  
23 of 20-inch pipeline in City streets, pursuant to this  
24 Ordinance. The first fee shall be paid upon  
25 acceptance of the franchise and annually thereafter on  
26 the anniversary of this franchise. No fees shall be  
27 payable after abandonment of the Pipeline in  
28 accordance with Section A, and the fee should be

1 recalculated in accordance with California Public  
2 Utilities Code Section 6231.5 upon partial  
3 abandonment.

4 B. The franchise fee set out in this section shall not  
5 limit Grantee's obligation to compensate the City or  
6 any private citizen for any damage, claim, expense or  
7 loss whatsoever as set forth in this franchise.

8 C. Grantee shall pay to the city, on demand, the actual  
9 cost of all repairs to City-owned public property made  
10 necessary by any operation of the Grantee under this  
11 franchise.

12 D. Any payment due from Grantee to City under any  
13 provision of this franchise which is not paid when due  
14 shall bear interest at the highest amount allowable by  
15 law, but the payment of such interest shall not excuse  
16 or cure any default by Grantee under this franchise.  
17 All payments shall be paid, without deduction or  
18 offset except as herein provided, to the office of the  
19 City Engineer, or at such other place as the City  
20 shall from time to time designate in writing.

21 SECTION 8: ABANDONMENT

22 Grantee shall have the right at any time during the term of  
23 this franchise to abandon all or any portion of the Pipeline.  
24 Should Grantee elect to abandon all or any part of the Pipeline,  
25 Grantee shall, as to the abandoned portion(s), water wash the  
26 Pipeline, fill the Pipeline with an inert, environmentally  
27 acceptable gas or other material and cap the Pipeline as  
28 required by the City Engineer. Grantee shall not owe City any

1 compensation for the privilege of said abandonment or have any  
2 further obligation arising from said abandonment.

3 SECTION 9: REARRANGEMENT OF FACILITIES

4 A. Expense of Grantee

5 Whenever, during the existence of this franchise, City  
6 shall change the grade, width or location of any  
7 street or improve any street in any manner, including  
8 the laying of any sewer, storm drain, conduits, gas,  
9 water or other pipes owned or operated by the City or  
10 any other public agency, or construct any pedestrian  
11 tunnels, or other work of city (the right to do all of  
12 which is specifically reserved to City without any  
13 admission on its part that it would not otherwise have  
14 such rights) and such work shall if possible, in the  
15 opinion of the City Engineer, render necessary any  
16 change in the position or location of any facilities  
17 of the Grantee in the street, the Grantee shall if  
18 possible, at its own cost and expense, effect such  
19 change in position or location in conformity with the  
20 written notice of the City Engineer as provided in  
21 Paragraph D below; provided, however, that City shall  
22 not require the Grantee to remove its conduits or  
23 lines entirely from the street.

24 B. Expense of Others

25 Except as provided in Paragraph A of this Section 9,  
26 when such rearrangement is done for the accommodation  
27 of any person, firm or corporation, including another  
28 public utility, the cost of such rearrangement shall

1 be borne by the accommodated party. Such accommodated  
2 party, in advance of such rearrangement, shall (a)  
3 deposit with the Grantee either case or a corporate  
4 surety bond in an amount, as in the reasonable  
5 discretion of the Grantee, shall be required to pay  
6 the costs of such rearrangement; and (b) shall execute  
7 an instrument agreeing to indemnify and hold harmless  
8 the Grantee from any and all damages or claims caused  
9 by such rearrangement. This provision shall not be  
10 construed to require Grantee to rearrange facilities.  
11 Any accommodation for rearrangement of Grantee's  
12 facilities shall be made at the discretion of Grantee.

13 C. Rearrangement of the Facilities of Others

14 Nothing in this franchise contained shall be construed  
15 to require City to move, alter or relocate any of the  
16 facilities upon said streets, at its own expense, for  
17 the convenience, accommodation or necessity of any  
18 other public utility, person, firm or corporation; or  
19 to require City or any other person, firm or  
20 corporation now or hereafter owning a public utility  
21 system of any type or nature, to move, alter or  
22 relocate any part of its Pipeline upon said streets  
23 for the convenience, accommodation or necessity of the  
24 Grantee.

25 D. Notice

26 The Grantee shall be given not less than sixty (60)  
27 days written notice of any rearrangement of facilities  
28 which the Grantee is required to make hereunder. Such

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notice shall specify the time that such work is to be accomplished. In the event that City shall change the provision of any such notice given to the Grantee, the Grantee shall be given an additional period of not less than sixty (60) days to accomplish such work.

SECTION 10:      SUSPENSION OF OPERATIONS

If, for any reason, Grantee suspends operations of the Pipeline for a period in excess of one hundred eighty (180) days, Grantee shall notify the City Engineer. During this period of suspended operations, the Grantee shall maintain its normal Pipeline surveillance and all cathodic protection systems to insure Pipeline integrity. This shall continue until such time as the line is returned to service or abandoned according to Section 8 herein.

SECTION 11:      INDEMNIFICATION BY GRANTEE

- A. Grantee shall indemnify and hold City, its City Council, boards and commissions, officers, agents, servants and employees harmless from and against any and all loss, damages, liability, claims, suits, costs, and expenses, whatsoever, including reasonable attorneys' fees regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the activities or work conducted pursuant to the franchise.
  
- B. Grantee shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, servants and employees, from and against any and all claims and losses whatsoever,

1 including reasonable attorneys' fees, accruing or  
2 resulting to any and all persons, firms or  
3 corporations furnishing or supplying work, services,  
4 materials, equipment or supplies to Grantee or its  
5 contractors in connection with activities or work  
6 conducted or performed pursuant to this franchise and  
7 arising out of such activities or work, and from any  
8 and all claims or losses whatsoever, including  
9 reasonable attorneys' fees, accruing or resulting to  
10 any person, firm or corporation for damage, injury or  
11 death arising out of Grantee's operations.

12 SECTION 12: INSURANCE OR BONDING REQUIREMENTS

13 A. Within ten (10) days after the effective date of this  
14 franchise, the Grantee shall furnish to the City Clerk  
15 of the City of Huntington Park evidence of insurance  
16 or bonds applicable to all operations conducted under  
17 this franchise and including the liability arising out  
18 of the use of real property:

- 19 1. As required by Division 3, Chapter 2 of the  
20 California Public Utilities Code.
- 21 2. Worker's Compensation Insurance covering the  
22 Grantee's statutory obligation under California  
23 Law for injury to employees. If Grantee is self-  
24 insured, evidence must be provided of a current  
25 State Certificate to Self Insure and that the  
26 required self-insurer's bond is in effect.

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1            SECTION 13:        DEFAULT

2            A.    Effect of Default

3            In the event that the Grantee shall default in the  
4            performance of any of the terms, covenants and  
5            conditions herein and such default is curable, City  
6            may give written notice to the Grantee of such  
7            default. In the event that the Grantee does not  
8            commence the work necessary to cure such default  
9            within thirty (30) days after such notice is received  
10           or prosecute such work diligently to completion, City  
11           may declare this franchise forfeited. Upon giving  
12           proper written notice thereof to the Grantee, this  
13           franchise shall be void and the rights of the Grantee  
14           hereunder shall terminate and the Grantee shall  
15           execute an instrument of surrender and deliver the  
16           same to City.

17           B.    Force Majeure

18           In the event Grantee is unable to perform any of the  
19           terms of this franchise by reason of strikes, riots,  
20           acts of God, acts of public enemies or other such  
21           causes beyond its control, it shall not be deemed to  
22           be in default or have forfeited its rights hereunder  
23           if it shall commence and prosecute such performance  
24           with reasonable promptness as soon as possible to do  
25           so.

26           C.    Cumulative Remedies

27           No provision herein made for the purpose of securing  
28           the enforcement of the terms and conditions of this

1 franchise shall be deemed an exclusive remedy, or to  
2 afford the exclusive procedure, for the enforcement of  
3 said terms and conditions, but the remedies and  
4 procedures herein provided, in addition to those  
5 provided by law, shall be deemed to be cumulative.

6 SECTION 14: SCOPE OF RESERVATION

7 The enumeration herein of specific rights reserved shall  
8 not be construed as exclusive or as limiting any general  
9 reservation herein made or as limiting such rights as City may  
10 now or hereafter have in law.

11 SECTION 15: NOTICE

12 Any notice required to be given under the terms of this  
13 franchise, the manner of services of which is not specifically  
14 provided for, may be served as follows:

- 15 (1) Upon City, by personal service on the City Manager or  
16 the City Clerk, or by transmitting a written notice  
17 via the United States mail, postage prepaid, to the  
18 Huntington Park City Clerk, City Hall, 6550 Miles  
19 Avenue, Huntington Park, California 90255.
- 20 (2) Upon the Grantee, by personal delivery to the  
21 Secretary or by addressing a written notice to Grantee  
22 addressed to: Pacific Pipeline System, Inc., 101  
23 South First Street, Suite 407, Burbank, California  
24 91502, and depositing such notice in the United States  
25 mail, postage prepaid, or such other address as may  
26 from time to time be furnished in writing by one party  
27 to the other and depositing said notice in the United  
28 States mail, postage prepaid.

1           SECTION 16:       SUCCESSORS

2           The terms herein shall inure to the benefit of or shall  
3 bind, as the case may be, the successors and assigns of the  
4 parties hereto.

5           SECTION 17:       ACCEPTANCE OF FRANCHISE

6           This franchise is granted and shall be held and enjoyed  
7 only upon the terms and conditions herein contained, and the  
8 Grantee must, within twenty (20) days after the adoption of the  
9 ordinance granting said franchise, file with the City Clerk of  
10 the City of Huntington Park a written acceptance of such terms  
11 and conditions.

12           SECTION 18:       COSTS OF LITIGATION

13           If any legal action is necessary to enforce any provision  
14 hereof or for damages by reason of an alleged breach of any  
15 provisions of this franchise, the prevailing party shall be  
16 entitled to receive from the losing party reasonable costs and  
17 expenses and such amount as the court may adjudge to be  
18 reasonable attorneys' fees for the costs incurred by the  
19 prevailing party in such action or proceeding.

20           SECTION 19:       COUNTERPARTS

21           This franchise may be executed in several counterparts,  
22 each of which is an original, and all of which is an original,  
23 and all of which together constitute but one and the same  
24 document.

25           SECTION 20:       CAPTIONS FOR CONVENIENCE

26           The captions herein are for convenience and references only  
27 and are not a part of this franchise and do not in any way  
28 limit, define or amplify the terms and provisions hereof.

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SECTION 21: GOVERNING LAW

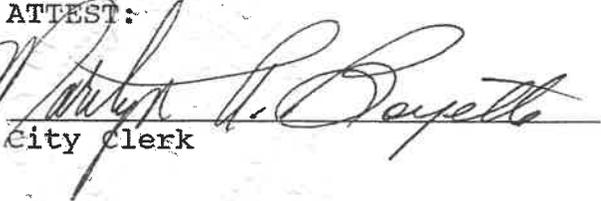
This franchise has been made and shall be construed and interpreted in accordance with the laws of the State of California.

SECTION 22: This ordinance shall take effect upon the expiration of 30 days from the date of its publication.

SECTION 23: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be posted in at least three (3) public places in the city, such posting to be completed not later than fifteen (15) days after the passage hereof.

PASSED, APPROVED AND ADOPTED this 6th day of January 1997.

  
\_\_\_\_\_  
Mayor of the City of Huntington Park

ATTEST:  
  
\_\_\_\_\_  
City Clerk

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STATE OF CALIFORNIA        )  
                                  )    ss.  
COUNTY OF LOS ANGELES    )

I, MARILYN A. BOYETTE, CITY CLERK OF THE CITY OF HUNTINGTON PARK, DO HEREBY CERTIFY that the foregoing Ordinance, being Ordinance No. 585-NS, was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 6th day of January, 1997, and that the same was passed and adopted by the following vote, to wit:

- AYES:        Councilmembers - Marin, Maes, Loya, Jackson
- NOES:        Councilmembers - None
- ABSENT:     Councilmembers - None

  
\_\_\_\_\_  
City Clerk

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

ss.

MARILYN A. BOYETTE, being first duly sworn, deposes and says that she is the City Clerk of the City of Huntington Park; That as such City Clerk she, on the 7th day of January, 1997, caused to be conspicuously posted at the City Hall, the Recreation Center and the Huntington Park Library Ordinance No. 585-NS, a copy of which is attached hereto, as provided by law; That the posting of said ordinance was completed on the 7th of January, 1997.

  
Marilyn A. Boyette, CMC, City Clerk

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 2-3-97 before me, BARBARA PECKLER, NOTARY PUBLIC

personally appeared Marilyn J. Boyette

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.



WITNESS my hand and official seal.

Barbara Peckler  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

**ITEM NO. 12**



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL TO PURCHASE A SCISSOR LIFT PURSUANT TO MUNICIPAL CODE SECTION 2-5.13 (C) AND PUBLIC CONTRACT CODE, DIVISION 2. GENERAL, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 2.5. EMERGENCY CONTRACTING PROCEDURES [22050- 22050.]**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Pursuant to Municipal Code Section 2-5.13 (c) Emergency purchase and Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.] authorize the City Manager, Public Works Director and Finance Director to proceed without solicitation of bids to purchase a scissor lift to replace the utility service boom truck utilized to service high to reach infrastructure and facilities;
2. Approve the purchasing of an electric drive scissor lift from Southwest Toyota Lift for a not-to-exceed amount of \$37,000 payable from Account #535-8090-452.74-10 (\$24,158) and Account #111-8095-431.61-50 (\$17,777); and
3. Authorize the City Manager to accept and execute the quote.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As the Public Works Department continues to grow and add more personnel, so does the need to purchase equipment that assists personnel in performing their respective job duties in the most effective and efficient manner. Public Works has an ongoing requirement to purchase replacement equipment to support mission critical operations. Time is of the essence when replacing equipment to prevent interruptions in service and avoid higher repair and maintenance costs associated with keeping assets beyond their scheduled replacement.

The use of a scissor lift will allow staff to reach areas for the purposes of replacing streetlights, traffic signals, ball field lights, trimming trees, painting second story structures, using the lift during the annual Holiday parade and other city sponsored

**CONSIDERATION AND APPROVAL TO PURCHASE A SCISSOR LIFT PURSUANT TO MUNICIPAL CODE SECTION 2-5.13 (C) AND PUBLIC CONTRACT CODE, DIVISION 2. GENERAL, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 2.5. EMERGENCY CONTRACTING PROCEDURES [22050- 22050.]**

June 21, 2022

Page 2 of 2

events. Public Works must rent scissor lifts to perform annual required tasks where our current equipment does not reach.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The purchasing of the scissor lift is vital to the continual success of the department's operational goals. Pursuant to Huntington Park Municipal Code section 2-5.13 (c) Emergency purchase, staff is requesting to exercise the City Council's authority to the following:

Emergency purchases may be authorized by the Purchasing Agent without formal bidding when time is of the essence, and shall be made only for the following reasons:

- (a) To preserve or protect life, health or property;
- (b) Natural disasters;
- (c) To forestall a shutdown of essential public services.

(§ 2, Ord. 698-NS, eff. March 18, 2003)

Additionally, the City Council may exercise its right und Public Contract Code, Division 2. General, Part 3. Contracting by Local Agencies, Chapter 2.5. Emergency Contracting Procedures [22050- 22050.]

22050.

(a) (1) In the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. (2) Before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.

(b) (1) The governing body, by a four-fifths vote, may delegate, by resolution or ordinance, to the appropriate county administrative officer, city manager, chief engineer, or other nonelected agency officer, the authority to order any action pursuant to paragraph (1) of subdivision (a).

**FISCAL IMPACT**

Current account balances:

- Account #535-8090-452.74-10 (Street Trees/Landscaping Equipment) \$24,158

**CONSIDERATION AND APPROVAL TO PURCHASE A SCISSOR LIFT PURSUANT TO MUNICIPAL CODE SECTION 2-5.13 (C) AND PUBLIC CONTRACT CODE, DIVISION 2. GENERAL, PART 3. CONTRACTING BY LOCAL AGENCIES, CHAPTER 2.5. EMERGENCY CONTRACTING PROCEDURES [22050- 22050.]**

June 21, 2022

Page 2 of 2

- Account #111-8095-431.61-50 (Graffiti supplies) \$17,777

There is sufficient funding in these two source accounts. Staff seeks approval from the City Council to purchase the scissor lift.

**CONCLUSION**

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT**

1. Attachment 1 - ES3246 Southwest Quote Scissor Lift

**ATTACHMENT "A"**



**QUOTATION**

**Quote Date:** Jun 07, 2022  
**Quote Number:** 2788

**Quote Expiration:** Jul 07, 2022

**Bill To:**  
 City of Huntington Park  
 6550 Miles Avenue  
 Huntington Park, CA 90255

**Prepared For:**  
 Name: Cesar Roldan - Director of Public Works  
 Phone: 1 (323) 584-6320  
 Email: croidan@hpca.gov

**Ship To:** Same as above

**Prepared By:**  
 Name: Sonia Ramirez - Equipment Specialist  
 Office:  
 Mobile: +1310-415-6843  
 Email: soniar@swtoyotalift.com

JLG Item Number: AD810001

DESCRIPTION	Projected Availability	QTY	List Price
ES3246 (PKG1 - ELECTRIC DRIVE IN/OUTDOOR)	Dec 2022/Jan 2023	1	\$32,795.00
Surcharge Amount		1	\$0.00
12 Month Warranty		1	\$0.00
Freight		1	\$0.00
			<b>USD \$32,795.00</b>

**Grand Total** USD \$32,795.00 (plus tax)

Price includes freight, delivery, Prep

**Finance and Maintenance** A broad range of competitive and flexible financing options are available. Terms and conditions are subject to change and requires credit approval. In addition, Full Maintenance and Planned Maintenance programs are available.

**Estimated Finance Options through Byline Financial based on approved credit: Example of payments below are based on approved credit \$1 buyout Capital lease option (own equipment at end of term):**

36 months: \$973.33/month plus tax  
 48 months: \$745.61/month plus tax  
 60 months: \$609.15/month plus tax  
 72 months: \$518.32/month plus tax

**Warranty:** 1 Year Parts and Labor  
 5 Year on Structure  
 (see full warranty description on last page).

**Lead Time:** December 2022/January 2023

**JLG Model: ES3246**  
**ELECTRIC SCISSOR LIFT**

Key Specs:

Platform Height: 32 ft / 9.75 m  
 Platform Capacity: 705 lb / 319.78 kg  
 Machine Width: 3 ft 10 in. / 1.17 m  
 Drive Speed - Platform Lowered: 3 mph / 4.83 km/h

Key Features

Run Longer on a Single Charge: Delivers double the battery life\*  
 Work in Sensitive Areas: Available CleanGuard leak containment system allows for work on sensitive flooring  
 Reduce Operating Costs: Electric drive and integrated components with reduced hydraulic components on the entire machine lower the chances for leaks and service calls to keep you on the job longer  
 \*Compared to a competitive model under similar test conditions. Actual results may vary.

Power Source

Batteries 4 x 6V 220 A-h  
 Charger 27 amp High Frequency Charger

General

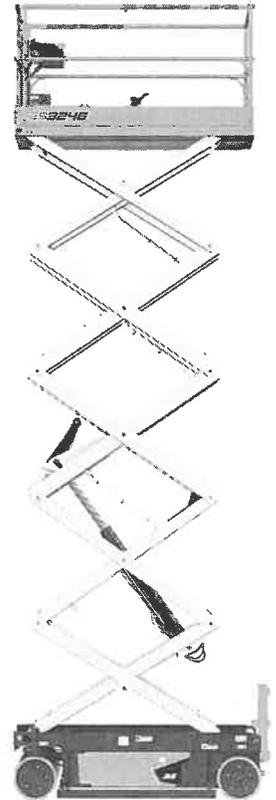
Brakes Multi-disc Friction  
 Capacity - Hydraulic Reservoir 3.2 gal. / 12.11 L  
 Hydraulic Pump Fixed Displacement Gear  
 Machine Weight 5620 lb / 2549.19 kg  
 Maximum Ground Bearing Pressure 140 psi / 9.80 Kg/cm2

Performance

Drive Speed - Platform Elevated 0.5 mph / 0.80 km/h  
 Drive Speed - Platform Lowered 3 mph / 4.83 km/h  
 Drive System 24V DC  
 Gradeability 25 %  
 Lift Time 50 sec.  
 Lower Time 33 sec.  
 Maximum Drive Height 32 ft 9.75 m  
 Platform Capacity 705 lb / 319.78 kg  
 Platform Capacity - Extension 265 lb / 120.20 kg  
 Platform Capacity - Indoor 705 lb / 229.97 kg  
 Platform Capacity - Outdoor 275 lb / 319.78kg  
 Turning Radius - Inside 0 in. / 0 m  
 Turning Radius - Outside 7 ft 9 in. / 2.37m

Dimensional Data

Ground Clearance 4 in. / 0.1 m  
 Machine Height 8 ft / 2.45 m  
 Machine Height - Rails Folded 6 ft 6 in. / 1.97 m  
 Machine Length 7 ft 10 in. / 2.4 m  
 Machine Width 3 ft 10 in. / 1.17m  
 Platform Extension Length 3 ft 10 in. / 0.91 m  
 Platform Height - Lowered 4 ft 3 in. / 1.29 m  
 Platform Railing Height 3 ft 8 in. / 1.11 m  
 Platform Size 41.6 x 84in  
 Tire Size 16 x 5 in., Non-marking  
 Wheelbase 6 ft 2 in. / 1.88 m



Reach Specifications

Platform Height 32 ft / 9.75 m  
 Platform Height (Indoor) 32 ft / 9.75 m  
 Platform Height (Outdoor) 32 ft / 9.75m  
 Working Height 38 ft / 11.58 m

**Terms and Conditions**

Payment: Net 10 days / Cash or Financed –

Net Terms and Lease offerings subject to credit approval.

FOB: Delivered

Quote valid for 30 days.

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Performance and specifications may vary based on application, option configuration, operating conditions, and environmental factors.

Some options and configurations may void UL.

All orders are firm and cannot be cancelled without approval from Southwest ToyotaLift

Cancellation will result in a restocking charge of 20% of the sale price.

Net Terms and Lease offerings subject to credit approval.

Any additional costs associated with cancellation will be charged to the customer.

Special order equipment may require down or full payment at the time of order.

A processing fee of 3.5% will be applied to credit card transactions.

**Quote Acceptance**

**Quote Acceptance**

Account Name: \_\_\_\_\_

PO #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## JLG NEW PRODUCT WARRANTY NORTH AMERICA

JLG Industries, Inc. ("JLG") warrants its new products made by it to be free from defects in material or workmanship for twelve (12) months from the warranty start date.

In addition, JLG further warrants the structural elements of each new Boom Lift, Scissor Lift, Vertical Mast, Telehandler, Trailer and Trailer Boom (JLG LiftPod Product excluded) made by it, as defined in its then current warranty policies and procedures, to be free from defects in material or workmanship for five (5) years from the warranty start date.

JLG further warrants the powertrain of each of the new telescopic handlers made by it, as defined in its then current warranty policies and procedures, to be free from defects in material and workmanship for twenty-four (24) months or 2,000 hours-whichever occurs first.

JLG agrees only to repair or replace at its own expense, F.O.B., the place or places of manufacture, any part or parts of the product found to be defective in material or workmanship, provided JLG is notified of such defect or defects within the applicable warranty period and given a reasonable time to correct the defect. In no case shall any warranty extend to defects in materials, components, or services furnished by third parties. Defects caused by chemical action or the presence of abrasive materials and defects arising following the operation beyond rated capacity or the improper use or application of any products shall not be considered defects within the scope of this warranty. If any repairs or alterations are made or any parts are replaced during the applicable warranty periods by anyone other than JLG or an entity authorized by JLG in accordance with authorized JLG service manuals or with parts, accessories, or attachments other than authorized by JLG for use in its products, customer shall pay for such repairs or parts without recourse against JLG, and JLG shall be relieved of responsibility for fulfillment of this warranty with respect to such repairs, alterations, or replacements so made. JLG's obligations under this warranty shall at all times be subject to its then current warranty policies and procedures. The above mentioned warranty shall not apply to replacement or service parts made and sold by JLG. Routine maintenance, routine maintenance items (including paint and decals), and minor adjustments are excluded from this warranty. Certain components, including, but not limited to, engines, tires and batteries, which may be a part of the product are not manufactured or warranted by JLG. Any applicable warranty for such components is provided through the original manufacturer of the component or its distributor organization.

JLG Warranty Policy covers Parts, Labor, and Travel costs as outlined in JLG's then current warranty policies and procedures. JLG LiftPod Product is excluded from Travel coverage.

JLG Warranty Policy does not cover any duties, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, and petrochemical items.

Under no circumstances shall JLG be liable for any consequential or special damages which any person or entity may incur or claim to incur as a result of any defect in the product or in any correction or alteration thereof made or furnished by JLG or others. "Consequential" or "special damage" includes, but is not limited to costs of transportation, lost sales, lost orders, lost profits, lost income, increased overhead, labor and material costs, and cost of manufacturing variances and operational inefficiencies. JLG's maximum liability under this warranty shall be the purchase price paid to JLG with respect to the product to which such warranty is claimed.

This warranty constitutes JLG's entire and exclusive warranty as to the product and is the sole and exclusive remedy for product defects in material and workmanship. JLG does not assume (and has not authorized any other person to assume on its behalf) any other warranty or liability in connection with any product covered by this warranty. **JLG EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND WHATSOEVER AS TO THE PRODUCT FURNISHED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, EXCEPT FOR THE EXCLUSIVE WARRANTY PROVIDED HEREIN, OR IMPLIED WARRANTIES AS TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.**

This warranty shall be void, if, upon the occurrence of any incident involving any product made by JLG and resulting in any personal injury or property damage, customer shall fail to notify JLG within 48 hours of such occurrence or permit JLG and its representatives to have immediate access to such product and all records of or within the control of customer relating to the product and occurrence.

# ES3246

ELECTRIC SCISSOR LIFT

SCISSOR LIFT



## KEY SPECS

**Platform Height**  
32-ft / 9.8-m

**Platform Capacity**  
Indoor: 705-lb / 320-kg  
Outdoor: 507-lb / 230-kg

**Number of Occupants**  
Indoor: 2  
Outdoor: 1

**Stowed Drive Speed**  
3 mph / 4.8 km/h

## KEY FEATURES

- Refreshed design delivers electric drive, for up to double the battery life of a standard scissor.
- Reduce operating costs with electric drive and integrated components containing reduced hydraulic hoses and hydraulic fittings on the entire machine. Meaning, increased uptime as well as fewer leaks and service calls.
- Work in sensitive areas with optional CleanGuard leak containment system.
- Features a standard USB charger and phone holster, improving the operator experience while delivering a high degree of commonality with other JLG® scissors to simplify service.

## ACCESSORIES & OPTIONS

- 4 x 6V AGM Batteries, 220 ah
- 900W Inverter
- Anti-Vandalism PKG
- CleanGuard
- ClearSky™
- Coiled Platform Control Box Cable
- Drive Motor Covers
- Dual Flashing Amber Beacons - LED
- Eagle Performance Charger
- Flashing Amber Beacon - LED
- JLG® Mobile Control
- MDI (Ground)
- Panel Carrier
- Pipe Racks
- QuikAccess Platform
- SkySense®
- White Noise Alarm

## STANDARD SPECIFICATIONS

Performance	Indoor	Outdoor
Platform Height (Elevated)	32-ft / 9.8-m	32-ft / 9.8-m
Platform Capacity	705-lb / 320-kg	507-lb / 230-kg
Capacity on Platform Extension	265-lb / 120-kg	265-lb / 120-kg
Number of Occupants	2	1
Lift / Lower Time (No Load)	50/44 seconds	50/44 seconds
Lift / Lower Time (Rated Load)	58/37 seconds	58/37 seconds
Maximum Drive Height	Fully Elevated	Fully Elevated
Weight*	5,620-lb / 2,549-kg	5,620-lb / 2,549-kg
Max. Ground Bearing Pressure	140 psi / 9.8 kg/cm <sup>2</sup>	140 psi / 9.8 kg/cm <sup>2</sup>
Drive Speed (Lowered)	3 mph / 4.8 km/h	3 mph / 4.8 km/h
Drive Speed (Raised)	0.5 mph / 0.8 km/h	0.5 mph / 0.8 km/h
Gradeability	25%	25%
Max Tilt Rating (Side-to-Side)	2.5 Degrees	1.5 Degrees
Max Tilt Rating (Fore and Aft)	3.5 Degrees	3.5 Degrees
Turning Radius (Inside)	Zero	Zero
Turning Radius (Outside)	88-in / 2.2-m	88-in / 2.2-m

\*Certain options or country standards increase weight

## Power

Batteries	4 x 6V 220 amp-hr
Charger	27 Amp
Drive	24V DC

## Tires

Standard	16 x 5-in / 406 x 125-mm
----------	--------------------------

## Brakes

Multi-Disc Friction

## Hydraulic System

Capacity	3.2 gal / 12 L
Pump	Fixed Displacement Gear

## STANDARD FEATURES

- 27 amp Multi-Function Universal Charger
- AC Receptacle in Platform
- Active Pothole Protection System
- All Motion Alarm
- Analyzer Port for Diagnostics
- Battery Condition Indicator
- CAN-Enabled Charger
- Diamond Tread Steel Deck
- Dynamic Braking
- Electric Drive
- Foot-Actuated Deck Extension
- Fork Lift Pockets
- Greaseless Kingpin Joints
- Horn
- Hourmeter
- Lanyard Attach Points
- Lifting and Tie Down Points
- Load Sensing System
- Lubrication Free Scissor Arm Bushings
- Manual Descent Cable
- Movable, Removable Platform Control
- Nickel Plated Pins
- Proportional Controls
- QuikFold Rails
- Removable Ladder
- Scissor Maintenance Prop
- Self-Closing Gate
- Steel Swing-Out Doors
- Tilt Alarm and Light
- USB Charger & Phone Holder
- Variable Tilt Visual Zone Indicator

# ES3246

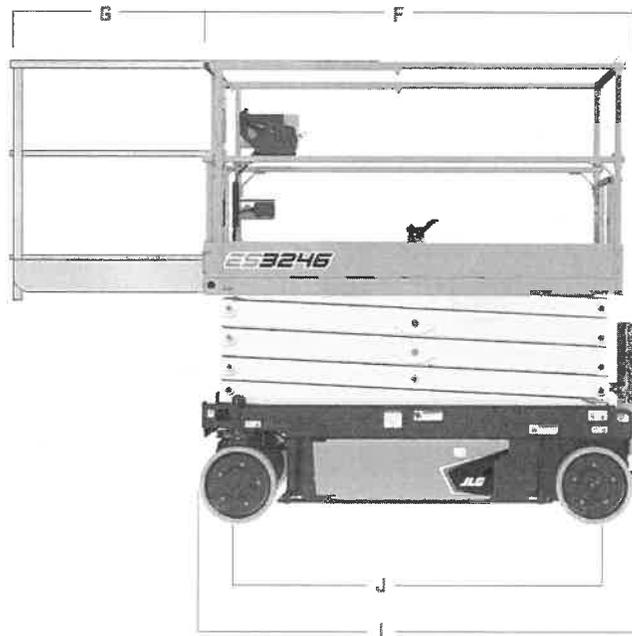
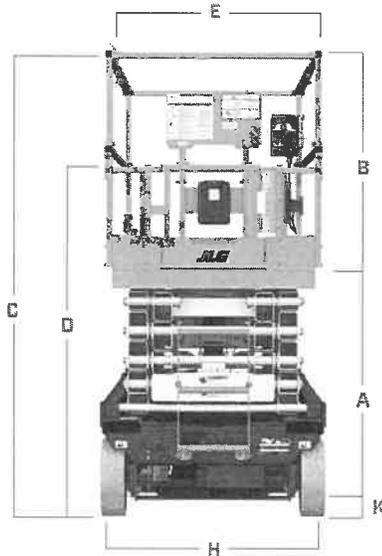
ELECTRIC SCISSOR LIFT

SCISSOR LIFT



## DIMENSIONS

All dimensions are approximate



A. Platform Height (Lowered)	50.9-in / 1.3-m	H. Machine Width	46-in / 117-cm
B. Platform Railing Height	44.6-in / 1.13-m	I. Machine Length	94.3-in / 2.4-m
C. Machine Height (Rails Raised)	96.3-in / 2.5-m	J. Wheelbase	74-in / 1.9-m
D. Machine Height (Rails Lowered)	77.6-in / 2.0-m	K. Ground Clearance	3.9-in / 9.8-cm
E. Platform Width	41.6-in / 1.1-m		
F. Platform Length	84-in / 2.1-m		
G. Platform Extension	36-in / 91-cm		



We provide coverage for one (1) full year, and cover all specified major structural components for five (5) years. Due to continuous product improvements, we reserve the right to make specification and/or equipment changes without prior notification. This machine meets or exceeds applicable ANSI and CSA requirements based on machine configuration as originally manufactured for intended applications. Please reference the serial number plate on the machine for additional information.



**JLG INDUSTRIES, INC.**  
Toll-free US 877-JLG-LIFT  
[JLG.com](http://JLG.com)

An Oshkosh Corporation Company

**ITEM NO. 13**



# CITY OF HUNTINGTON PARK

Office of the City Manager  
City Council Agenda Report

June 21, 2022

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR ON-PREMISES DATABASE HOSTING SERVICES**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Award a Professional Services Agreement to Lan Wan Enterprise to provide On-Premises Database Hosting Services for a not-to-exceed amount of \$984,772;
2. Approve a budget appropriation for Fiscal Year 2022-2023 in the amount of \$475,000 from account 111-9050-462.74-10 American Rescue Funds Capital Equipment and \$96,000 from account 111-9050-462.56-41 American Rescue Funds Contractual Services for payment to provide On-Premises Database Hosting Services; and
3. Authorize the City Manager to negotiate final terms and execute the Professional Services Agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Huntington Park ("City") is currently updating its internal software that will serve as the primary management system for all City departments and staff. As part of this management software, the City requires On-Premises Database Hosting Services that will maintain the City's systems and files secure, should there be a breach by an outside entity. To this end, the City sought qualified proposers to develop, implement, and maintain On-Premises Database Hosting Services for the management software.

On May 19, 2022, the City published a Request for Proposals ("RFP"), attached to this Staff Report as Attachment C, seeking qualified candidates to fulfill the aforementioned requirements for On-Premises Database Hosting Services. On June 6, 2022, the RFP closed, and the City received one proposal from Lan Wan Enterprise. Based on evaluation by staff, Lan Wan Enterprise's proposal met the requirements of the RFP. For reference, included below is Lan Wan Enterprise's cost breakdown as noted in their proposal:

**CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT FOR ON-PREMISES DATABASE HOSTING SERVICES**

June 21, 2022

Page 2 of 2

Type	Cost
One time Cost (Hardware, Licensing, Labor)	\$475,000.00
Annual Support – Year 1	\$96,000.00
Annual Support – Year 2	\$96,000.00
Annual Support – Year 3	\$100,800.00
Annual Support – Year 4	\$105,840.00
Annual Support – Year 5	\$111,132.00
Total	\$984,772.00

In addition to their proposal, it is important to note that Lan Wan Enterprise currently serves as the City's contractor for Information Technology services. In this capacity, Lan Wan Enterprise has a unique understanding of the internal needs of the City and staff. Given their experience with the City and the completeness of their proposal, staff trusts that Lan Wan is qualified to successfully implement On-Premises Database Hosting Services for the City's new management software. For this reason, staff recommends Lan Wan be awarded the Contract for Premises Database Hosting.

**FISCAL IMPACT**

Approve a budget appropriation for Fiscal Year 2022-2023 in the amount of \$475,000 from account 111-9050-462.74-10 American Rescue Funds Capital Equipment and \$96,000 from account 111-9050-462.56-41 American Rescue Funds Contractual Services for payment to provide On-Premises Database Hosting Services.

**CONCLUSION**

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES  
City Manager

**ATTACHMENT(S):**

1. Draft: Professional Services Agreement with Lan Wan Enterprise
2. Proposal: Lan Wan Enterprise
3. RFP: On-Premises Database Services

ATTACHMENT "A"



**PROFESSIONAL SERVICES AGREEMENT**  
**ON-PREMISES DATABASE HOSTING SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this June 21, 2022 (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and LAN WAN ENTERPRISE (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

**RECITALS**

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on May 19, 2022, the CITY published a Request for Proposals ("RFP") to provide ON-PREMISES DATABASE HOSTING SERVICES FOR THE CITY OF HUNTINGTON PARK; and

WHEREAS, after reviewing the responses in accordance with the criteria set forth in the RFP, CITY selected CONSULTANT's proposal and awarded the Agreement to CONSULTANT at the regular meeting of the Huntington Park City Council of June 21, 2022; and

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

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of June 21, 2022.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.  
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement, the aforementioned services and tasks set forth in the Scope of Services, shall hereinafter be referred to generally by the capitalized term "Work."

1.2 TERM: This Agreement shall have an initial term of five (5) years commencing on the Effective date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). This Agreement may be renewed, upon mutual agreement of the Parties and approval by the City Manager for an additional one (1) year term, provided the compensation as set forth below does not exceed ten percent (10%) from the initial Term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set forth herein.

1.3 COMPENSATION: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Scope of Services set forth in Section 1.1 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. With the exception of an annual Consumer Price Index (CPI) adjustment of FIVE PERCENT MAXIMUM (5%), the CONSULTANT agrees that the total compensation for the Work shall not exceed the sum total of NINE HUNDRED EIGHTY-FOUR THOUSAND SEVEN HUNDRED SEVENTY-TWO DOLLARS (\$984,772.00) (hereinafter, the "Not-to-Exceed Sum") in accordance with **Exhibit "B"** (Rate Schedule). The annual CPI adjustment shall be applied to **Exhibit "B"** upon approval of the City Manager. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum, prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Not-to-Exceed Sum and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice,

CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work as agreed under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II.

### PERFORMANCE OF AGREEMENT

2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

3 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Rami Dababneh, Executive Vice President to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his/her designee shall supervise and direct the performance of the Work, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

3.1 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and

this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

3.2 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:

a) CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;

b) CONSULTANT shall perform all Work in accordance with this Agreement;

c) CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);

d) CONSULTANT understands the nature and Scope Of Work to be performed under this Agreement, as well as any and all schedules of performance;

e) All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and

f) Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligations set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subcontractors and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

3.3 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CITY can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

3.4 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT: The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

3.5 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, CONSULTANTs, subcontractors or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTs, subcontractors or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subcontractor or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

3.6 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State, or local laws to the extent such laws control

or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

a) In the event that occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits, or proceedings for violations through administrative procedures or otherwise.

b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

3.7 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANT's and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTs, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor 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 to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

### III. INSURANCE

3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain polices of insurance that meet the requirements and specifications set forth under this Article.

CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

a) Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

b) Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

c) Workers' Compensation Insurance/Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.

3.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

3.4 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are empowered to authorize lower ratings than those set forth in this Section.

3.5 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-

insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.7 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

#### IV. INDEMNIFICATION

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this Indemnity Provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 Work of CONSULTANT's Design Professionals Services: Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code insofar as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnitees, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct

of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subcontractors, subconsultants or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified Party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except for direct claims by the Parties against each other and as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT's, subcontractors or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense, and costs not otherwise subject to subsection 4.2, above.

4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents, and volunteers.

4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and

appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subconsultants or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

## V. TERMINATION

5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party, by written notice to the other, may terminate this Agreement at any time for convenience and without cause, by giving a minimum of 90 days written notice to the other Party. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

### 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

a) In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall

be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.b) and 5.2.c) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

b) CONSULTANT shall cure the following Events of Defaults within the following time periods:

i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 b) i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2.b).ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

c) CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

d) Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

e) No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

f) The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;

ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

g) In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of

any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by subcontractors or subconsultants as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of

competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

Rami Dababneh, Executive Vice  
President  
17500 Red Hill Ave. Suite 120  
Irvine, CA 92614-5680  
Phone (844) 526-9263

**CITY:**

City of Huntington Park  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager  
Phone: (323) 584-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

6.7 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

6.8 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any gift or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement; the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT/MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, is the entire, complete, final and exclusive expression of the Parties with respect to the matters

addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations, or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

6.21 Notwithstanding any provision to the contrary in this Agreement, in no event shall either Party be liable for punitive damages.

6.22 FORCE MAJEURE: A Party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the Party is unable to perform because of any event of Force Majeure. In any such event, the Party unable to perform, shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a Party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected Parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:**

**[NAME OF CONSULTANT]**

**By:** \_\_\_\_\_  
RICARDO REYES  
CITY MANAGER

**By:** \_\_\_\_\_  
Name: Rami Dababneh  
Title: Executive Vice President

**APPROVED AS TO FORM:**

**ATTEST:**

**By:** \_\_\_\_\_  
City Attorney

**By:** \_\_\_\_\_  
Eduardo Sarmiento  
City Clerk

## **EXHIBIT "A"**

### **SCOPE OF WORK**

With the concurrence of the City of Huntington Park ("Client"), Lan Wan Enterprise will use its best efforts to perform the following services:

A. On-Premises Database Hosting Services which includes:

1. Develop, implement, and maintain secure On-Premises Database Hosting Services, including conducting all system upgrades and security patches to the operating system and the software.

2. Provide support and assistance for activities requiring advanced capabilities such as root or system privileges, assist the City with the initial creation of and modification of user accounts, allocation of database disk space quota, and other tasks that can only be accomplished by the server or database administrators.

3. Provide backup and recovery services that will allow for recovery of files and data for up to thirty days. In addition, the proposer is responsible for maintaining server availability in accordance with the standard windows for scheduled maintenance and upgrade activities.

4. Responsible for ongoing backup and recovery services, separate from the existing backup services offered to avoid overlap and ensure good performance and successful backup jobs overnight.

5. Responsible for implementing a dedicated development and test system. This system must be maintained at the same operating system and database release levels as the production server, and has the same backup/recovery, maintenance, and upgrade outage schedules as the production system.

6. Provide all On-Premises Database Hosting Services including system database administration services such as backups, disaster recovery as well as server software and hardware management. Current supported platforms include Microsoft SQL Server.

7. Responsible for services associated with ensuring that all individual Information Technology and Database components configured with or added to the Information Technology environment work together cohesively to achieve the intended results with regards to the City's Enterprise Resource Planning (ERP System -Munis) and the ability to perform its business operations.

8. Provide a Database Administrator specialized in software to setup, configure and maintain databases. The Database Administrator will be responsible for capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery. The Development Administrator is required to be available to perform tasks remotely and onsite as needed.

9. Provide all necessary hardware, labor, and ongoing maintenance for On-Premises Database Hosting Services.

**EXHIBIT "B"**  
**RATE SCHEDULE**

Type	Cost
One time Cost (Hardware, Licensing, Labor)	475,000.00
Annual Support – Year 1	\$96,000.00
Annual Support – Year 2	\$96,000.00
Annual Support – Year 3	\$100,800.00
Annual Support – Year 4	\$105,840.0
Annual Support – Year 5	\$111,132.00
Total	\$984,772

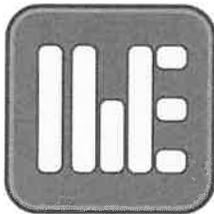
ATTACHMENT "B"

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***RFP On-Premises Database Hosting Services***

***City of Huntington Park***

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**LAN WAN**  
**Enterprise**

**IT Solutions**  
**844-526-9263**

**Focus on what you do best and we'll do the rest.**

Rami Dababneh, Executive Vice President  
17500 Red Hill Ave. Suite 120,  
Irvine, CA 92614-5680, USA  
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Email: [Ramid@lanwane.com](mailto:Ramid@lanwane.com)



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## A. Cover Letter

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### 1. Understanding CITY OF HUNTINGTON PARK requested services

At LAN WAN Enterprise we understand that every organization is unique and has a distinct set of requirements and challenges that they face each day of the year.

At LAN WAN Enterprise IT Solutions "LWE" we understand that all institutions, be public, private have unique and distinct requirements and challenges, these requirements and infrastructure require hands on approach to maintain a grade A level IT infrastructure .

City of Huntington Park is looking to contract with an IT Solution Provider to help with develop, implement, and maintain On-Premises Database Hosting Services, we have over 16 years providing all mentioned experiences.

Our expert team of Project Managers, Network Engineers, Database Engineers and admins, have over 16 years of experience in implementing, and maintaining On-Promise Databases for Local municipalities in LA County and the surrounding counties including but not limited to ERP Solutions, Finance Solutions , Public Safety Solutions .

Our team is knowledgeable in integration of IT Systems and more importantly the design, implementation, and security of the network.

In addition Our approach will allow to successfully integrate IT across every aspect of network systems for City hall and the Police Dept., along with providing City staff with the right technology tools to raise productivity by streamlining IT and communication processes between Depts., taking into account the highest level of security measures.

LAN WAN Enterprise recognize that any government agency has specific needs tailored to their own goals and policies, the challenge part is not only providing the right solution, but also important to provide the most cost-effective solution that reduce management overhead as well.

At LAN WAN ENTERPRISE we can address challenges by providing IT Solutions that is tailored to the specific network, taking into consideration, the reduction of total cost of ownership TCO.

We thank you for your time to consider our proposal and looking forward to working with you

Rami Dababneh



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Enterprise

**IT Solutions**  
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## 2. Firm's qualifications

LAN WAN Enterprise began operation in 2002 and have become a complete technology solution provider. We pride ourselves as a company to make sure agencies have the most reliable and professional IT service. Our local team of talented IT professionals are expert that can address all your IT Needs and challenges with respect to Security, reliability, and re-engineering.

- a. At LAN WAN Enterprise we provide technical analysis, consulting, and professional/engineering/outsourcing services in:
- Local Area Network security infrastructure, integration, and support.
  - Wide Area Network security infrastructure, integration, and support.
  - Help Desk / Support Services Process Re-engineering.
  - Voice over IP Systems
  - Project Management.
  - 24x7 Operation

Here's why so many agencies depend on LAN WAN Enterprise for complete IT services and support:

- Longest proven running networks
- Longest track record of security systems going without failure
- Technicians trained in all fields of IT
- Same day response time guaranteed
- Most Creative solutions in the industry
- Our Techs are **CLETS** Certified



We at LAN WAN Enterprise has been servicing local government agencies for over 14 years, we developed some very specific skills and an aptitude for supporting all vertical markets.



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We at LAN WAN Enterprise are proud to say that we have not only been a compelling source of IT solutions within the last two decades but have also been a high caliber company - staying ahead of the technology curve and being the best at what we do. For LAN WAN Enterprise, our attitude is to give the best we can, for the satisfaction of our clientele.

Behind the legacy of our hard work, we have gained the respect of our customers. Watch their testimonials, and the letters of recommendation at our website.

LAN WAN Enterprise is a fast-growing provider of value-added systems consulting & integration, networking, and lifecycle information systems services. Through our leading-edge focus, LAN WAN Enterprise develops partnerships with customers and vendors alike to achieve highly customized technology integration, implementation, and support solutions.

LAN WAN Enterprise designs, implements, and manages complex information systems solutions, and delivers these systems with Quality and Customer Satisfaction as a critical-success metric. LAN WAN Enterprise' goal is to help customers maximize their information systems investments to provide core-business competitive advantage by maximizing end-user productivity.

LWE provides technical support and network engineering services that are customized to support business operations. LWE provides long term network maintenance and support services to small and Mid-Size businesses where a full-time network administrator is not warranted. In most of these cases the network administrator's time is not fully utilized.

LWE is able to structure a maintenance contract that fits budgetary requirements while still providing onsite and remote support services to keep the network operating reliably. LWE's support and maintenance services are intended to keep costs down, by managing the amount of time that is required to keep the network well-tuned and operational. The net annual costs are usually less than the salary and benefits of a qualified full-time engineer. This service allows our clients to meet their objectives of maintaining a reliable network.



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## B. QUALIFICATIONS

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### 1. Firm's experience

Since 2002, LAN WAN Enterprise has been the leader in providing full time in-house team and project implementation services offering High-quality remote support and network monitoring services - every hour of every day.

Our team of qualified Server and Database administrators, Engineers, Ethical Hackers and Project Managers are experienced in all facets of the network. We design, install, configure, and maintain servers, ensuring optimal functionality and security for your business.

We conduct comprehensive weekly security audits for all our clients, so they can rest easy knowing they remain protected from vulnerability. In this ever-changing world of technological advancements, we keep our finger on the pulse. We constantly strive to raise the bar, and this is what sets us apart from the competition, putting us ahead of the game.

### 2. References

#### Reference#1

##### A. Client name and address.

- **City of Bell Gardens-City Hall + 5 locations**
- 7100 Garfield Ave, Bell Gardens, CA 90201

##### B. Name, title, and telephone number of a person we may contact

- Mike O'Kelly , City Manager
- Phone: 562-806-7702

##### C. Brief description of services provided

- LWE implemented a major migration for Eden Financial Software Database provided by Tyler Technology , from UNIX operating system , to Windows Operating system for the following module
  - Modules proposing to Acquire:



- General Ledger
- Utility Billing
- Accounts Payable
- Accounts Receivable
- Payroll
- Human Resources
- Migrations included the below :
  - A local area network (LAN)
  - A database server
  - A file and print server
  - Client workstations
  - One or more laser printers
- LWE also has been maintaining and providing all Database upgrades for the past 16 years
  - Eden Database Versions
    - 5.0 and all versions
    - 4.0 and all versions
    - 3.0 and all versions

D. Length of time Offeror provided these services

- 16 years

Reference#2

A. Client name and address

- **Bell Gardens Police Department**
- 7100 Garfield ave, Bell Gardens CA 90201

B. Name, title, and telephone number of a person we may contact

- Scott Fairfield Chief of Police
- Tel# 562-806-6700

C. Brief description of services provided

- Implemented Motorola Spillman Flex Software that facilitates an efficient mobile office by allowing your patrol officers and deputies, to easily access real-time data from their vehicle laptops.
  - Install the On-prem Database solution on the server and client machines .



- Maintain the software on both the server and client machines
- Successfully implemented a true fault tolerance with zero downtime for the server, which is the ability of a system (computer, network, cloud cluster, etc.) to continue operating without interruption when one or more of its components fail.

D. Length of time Offeror provided these services

- 5 years

Reference#3

A. Client name and address.

- **City of Wildomar**
- 23873 Clinton Keith Rd STE 201, Wildomar, CA 92595

B. Name, title, and telephone number of a person we may contact

- Gary Nordquist, City Manager
- Phone: (951) 677-7751

C. Brief description of services provided

- Maintained and supported EDEN Financial Management Software and Database provided by Tyler Technology , and upgrade EDEN to the current version

D. Length of time Offeror provided these services

- 5 years

Reference#4

A. Client name and address

- **Newton Heat Treating**
- 19235 E Walnut Dr N, City of Industry, CA 91748

B. Name, title, and telephone number of a person we may contact

- John Avalos, Controller
- (626) 964-6528



C. Brief description of services provided

- Manage and maintain a Legacy MS SQL Database for a manufacturing company providing parts for Boeing Aerospace Company, the software was operating on an old SQL database, that requires constant repair and maintenance, our team was able to keep the database intact, before we were able to successfully migrate it to a newer Environment on a newer server.

D. Length of time Offeror provided these services

- 6 year

Reference#6

A. Client name and address

- **City of Yucaipa**
- 34272 Yucaipa Blvd, Yucaipa, CA 92399

B. Name, title, and telephone number of a person we may contact

- Jennifer Crawford, Assistant City manager
- (909) 797-2489

C. Brief description of services provided

- Maintain and support Munis Software By Tyler Technology for the city.

D. Length of time Offeror provided these services

- 1.5 years

Reference#7

A. Client name and address

- **City of Adelanto**
- 11600 Air Expy, Adelanto, CA 92301

B. Name, title, and telephone number of a person we may contact

- Angel Castellanos, Finance Director
- (760) 246-2300

C. Brief description of services provided

- Maintain and support New world Software By Tyler Technology for the city.

D. Length of time Offeror provided these services



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- 4 years

Main Point of Contact for City of Huntington Park

RAMI DABABNEH is a Senior Project Manager and the EVP for LAN WAN Enterprise. In this role, he leads a team all aspects of Project Management including initiating, Planning, Executing, Monitoring & Controlling and Closing of several projects at LAN WAN Enterprise

RAMI DABABNEH is a qualified Project Management Professional and holds BA of Computer engineering from Mu'tah University – Jordan, Master of Business Administration – DeVry University- Irvine and a PMP certification from Project Management Institute degree, in addition to over 35 IT certificates from Microsoft, Citrix, HP, VOIP .... etc.

RAMI DABABNEH is no stranger to the IT World, having spent 18 years in many positions as a Network Systems Engineer, Project Manager, Director of sales and recently as an Executive VP that overseas and manage the company's Operation.

RAMI DABABNEH is a great asset to work as a facilitator and connect the bridge between the Planning phase and the execution, control, and monitor phase, and assure a proper delivery on schedule and budget.

Rami Dababneh



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## *C. Qualifications and Experience*

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### 1. Firm's Background & relevant qualifications

#### **Who are we?**

LAN WAN Enterprise Inc. is a fast-growing managed service provider of value-added systems consulting & integration, IT networking, lifecycle information systems services and project management. Through our leading-edge focus, LANWAN ENTERPRISE develops partnerships with customers and vendors alike to achieve highly customized technology integration, implementation, and support solutions.

Our business history goes back to 1998 where computer networking technologies started getting involved in every arena of human life.

LANWAN Enterprise Incorporated in August 2002 as an S corporation, current headquarters is in 17500 Red Hill Ave. Suite 120, Irvine, CA 92614.

Over 20 years of experience, we have been the leader of IT solution providers in southern California, our team been diligently serving and providing utter networking solutions for wide spectrum of customers in LA County, Orange County, San Bernardino county, Riverside County and surrounding counties. Our official website is: [www.lanwane.com](http://www.lanwane.com).

#### **What we do?**

With the help of our skillful team of 17 team members, majority are engineers\Technicians we provided technical analysis, consulting, and professional/engineering/outsourcing services in:

- Local Area Network security infrastructure, integration, and support.
- Wide Area Network security infrastructure, integration, and support.
- Help Desk / Support Services Process Re-engineering.
- Project Management.
- Voice over IP Systems.

Our engineers are certified by all networking related advanced technology leaders and services: Microsoft, VMWare, Cisco, Citrix, HP, Aruba, Dell, Symantec, Cloud BDR, Business continuity, latest VOIP solutions and Wireless technologies.

LANWAN ENTERPRISE designs, implements, and manages complex information systems solutions and delivers these systems with quality and Customer Satisfaction as a critical-success metric. LAN WAN Enterprise' goal is to help customers maximize their information systems investments in order to provide core-business competitive advantage by maximizing end-user productivity.



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### Familiarity with Local Government IT Needs

For over 20 years we have been serving and providing technical consultation and improvement plans to many business firms, colleges, local governments, sanitary and water districts. We are a Microsoft Gold Partner, Cisco Gold Partner, Citrix Solution Advisor and Symantec Partner.

Our success stories are numerous. Today we have more than 25 service agreements with customers covering most vertical markets including but not limited to: wholesale distributors, Aerospace manufacturing, Electronic manufacturing, CPA firms, Medical Billing firms and government agencies, including couple of City Halls and Police Departments. Customers are mainly located in southern California; some have branch offices in Texas, Fresno, Sacramento and the Bay area. We provide their remote and on-site technical support.

### To name few of our valued customers:

- |  |           |
|--|-----------|
| 1. Bell Gardens City Hall, Los Angeles                     | 110 Users |
| 2. Bell Gardens Police Department, Los Angeles             | 100 Users |
| 3. Huntington Park City Hall, Los Angeles                  | 115 Users |
| 4. Huntington Park Police Department, Los Angeles          | 100 Users |
| 5. EMI Express Manufacturing, Santa Ana, Hong Kong & China | 500 Users |
| 6. City of Adelanto  | 130 users |
| 7. City of Yucaipa   | 125 Users |
| 8. Davis Farr LLP  | 50 Users  |

More references and additional details are available upon request

During our various years of experience, we developed some very specialized skills that allow us to fully support diverse customers. Such support includes, but is not limited to:

- Government Software such as
  - Accounting Software's like Eden, Springbrook, Sungard ...
  - Tyler Tech
  - New World
  - NavLine
  - Scada Water management
  - HDL Business License
  - HDL Property tax
  - Laserfiche
  - Rectrac
  - GIS
  - HDL Property Tax
  - HDL Business License
  - NavLine
  - Laserfiche
  - Rectrac



- ARCGIS
- ECopy
- CAD
- JDIC
- FBR
- RMS
- Vision Mobile
- Palantir
- VeriPic
- ALPR
- Smart Justic
- BlueCheck
- AudioLog
- Scene PD
- Vantage Point (GIS System)
- TMS
- ePCD
- CrimeView
- Coplink
- CLETS
- Others
- Microsoft Products
  - Office 365
  - Active Directory Services
  - Hyper-V VMs
  - Exchange 2019 and earlier versions.
  - Domain Controllers Active Directory 2019 and earlier versions.
  - SQL 2019 and earlier.
  - Oracle DB
  - SFTP Services
  - Windows clients
  - Windows Servers 2019 and earlier
- Virtualization
  - VMWARE ESX Server Products
  - MS Hyper-V
  - Clustering
- Network stability
  - Certified Ethical Hacking
  - Secure Network designs
  - Network security assessments
  - Firewall protection
  - Backup plans and Complete Disaster Recovery solutions
  - VPN solutions
  - Anti-Virus and Spyware protection
  - Spam Filtering
  - Web filtering



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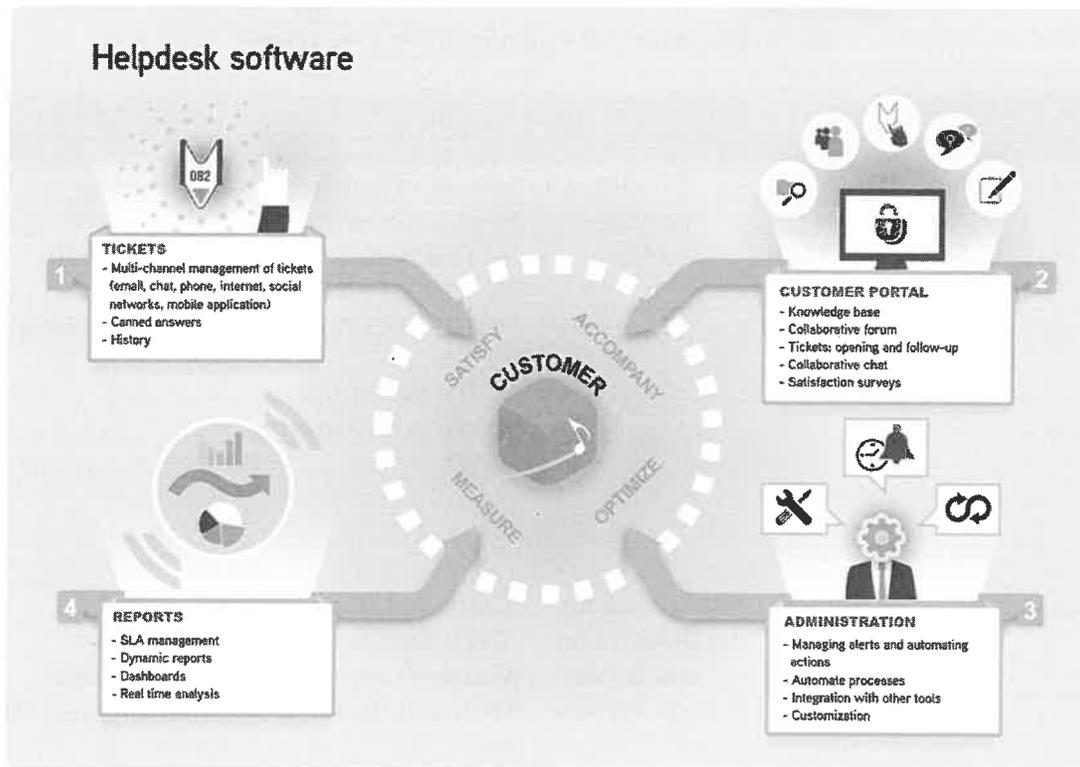
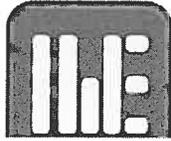
- Adware Detection and Removal
- Spyware protection
- Monitoring and Reporting
- Wireless Security
- Email solutions
  - Microsoft Exchange Solutions
  - Novel GroupWise solutions.
  - Office 365 Email services
- Cloud solutions
  - Backup Disaster Recovery Services & Business Continuity
  - Microsoft Office 365
  - Microsoft Azure
- VoIP Phone Systems
- Cabling
  - Cable run, Micro Testing, Wire Map, and certifications
- Wireless Radio P2P Antennas

#### Professional Service Automation

LWE uses the best PSA System in the market called ConnectWise, which provides automation to connect data and workflows to all stages of the customer lifecycle, creating efficiencies, providing insight and supporting growth, as proven by its 2019 selection as Best PSA platform by ChannelPro Magazine.

We use a great tool for remote monitoring and management that keeps track of network health, reports and keeps logs of all changes in the server and the network in general. We can provide BBARWA with detailed reports of their network on Weekly or Monthly basis.

Also our ticketing system is simple and easy, all you need to do is to send an Email to [ServiceDesk@lanwane.com](mailto:ServiceDesk@lanwane.com), that will automatically open a new ticket in our system, our service manager. Tickets will also be opened automatically by the Remote Management Software that is installed on the server notifying about any hardware failure or system errors.



## SERVICE LEVELS

At LANWAN ENTERPRISE, We provide all service levels needed, our technical staff is always ready to support our customer's technical needs, in case of emergency a technician will be on site within maximum 2-4 hours. For Emergency requests including after hours support, you can dial our 24/7 Hotline ( will be provided upon proposal award) , your call will be automaticly forwarded to the best available on-call engineer.

For non-emergency you can always submit a ticket to our Service Desk Automation Service "AutoTask", all tickets are documented including communication logs and response time. Your assigned employees will have access to the system to check the real time updates on all service tickets created and resolutions.

Our network management tools will be always be monitoring your network including inventory and making sure all updates are installed, scheduled virus scans are performed on time.

Our disatser recovery plan includes a whole disaster recovery solution which includes a full system backup stored on a network storage box ( file level or block level ) placed at the customer's location, to insure faster restore proccess. We also recommend an option to have a cloud backup and business continuity plan that can be also implemented.



D. Qualifications of Personnel ( To pick a few)

Engineer\Tech Name	Title	Role	Professional Certifications
Rami Dababneh	Executive Vice President	Project Manager POC	<ul style="list-style-type: none"><li>-Master of Business Administration</li><li>-Project Management Professional</li><li>-Microsoft certified Professional MCP</li><li>-Microsoft Certified Systems Engineer (MCSE)</li><li>-Microsoft Certified Systems Administrator (MCSA)</li><li>-MCITP Enterprise</li><li>-MCITP Administrator</li><li>-CCSP</li></ul>
Nick Oweiss	Senior Systems Engineer	Infrastructure Design and New Server Implantation	<ul style="list-style-type: none"><li>- Certified Ethical Hacker</li><li>- Cisco Certified Network Associate</li><li>-Microsoft certified Professional MCP</li><li>-Microsoft Certified Systems Engineer (MCSE)</li><li>-A+</li><li>- Apple Certified Technical Coordinator</li><li>-Apple Certified Support Professional</li><li>- Microsoft Certified Technology Specialist</li><li>- IBM Certified Systems Administrator</li><li>- CompTIA Server+ Certified Professional</li><li>- CCEA (Citrix Certified Enterprise Administrator).</li><li>- NetWare 6 CNE (Certified Novell Engineer).</li><li>- HP STAR Certified Systems Engineer</li></ul>
Jesse Rich	Solutions Architect	Remote & Onsite Support	<ul style="list-style-type: none"><li>• Certified Ethical Hacker DOD recognized</li><li>• Microsoft Certified Systems Engineer (MCSE)</li><li>• Microsoft Certified Systems Administrator (MCSA)</li><li>• Microsoft Certified Systems Administrator: Security (MCSA: Security)</li><li>• Microsoft Certified Desktop Support Technician (MCDST)</li><li>• Microsoft Certified IT Professional (MCITP)</li><li>• Microsoft Certified Professional Developer (MCPD)</li><li>• Microsoft Office 2007 Specialist (MOS 2007)</li></ul>



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- Microsoft Office 2010 Specialist (MOS 2010)
- Microsoft Certified Business Management Solutions Specialist (MCBMSS)
- Microsoft Certified Business Management Solutions Professional (MCBMSP)
- Microsoft Certified Master (MCM)
- Microsoft Office 2007 Master (MOM 2007)
- Microsoft Certified Architect (MCA)



## LAN WAN Enterprise Partnerships.

- *Microsoft Corporation*



- Gold Certified Partner
  - Virtualization
  - SharePoint Infrastructure
  - Microsoft Server and Active Directory
  - Microsoft System Center Configuration Manager
  - Microsoft SharePoint
  - Microsoft Exchange Server
  - Microsoft SQL Server
  - Security Support
  - Remote Desktop Services
  - Managed Services
  - Cloud Services
  - Microsoft Office 365
  - Network and PC Management
  - Maintenance and 24×7 Support
  - Others

- *Cisco*



- Cisco Premier Partner
  - Cisco Routing & Switching
  - Unified Computing System (UCS)
  - Wireless
  - Network Security
    - VPN Solutions
    - Firewall
    - Adaptive Security Appliance (ASA)
    - Intrusion Detection System / Intrusion Prevention System (IDS/IPS)
    - Access Control Server (ACS)
  - Voice Systems
    - Phones
  - Others



- **CITRIX**



Silver  
Solution Advisor

- Citrix Silver Partner
  - XenServer
  - XenDesktop
  - XenApp
  - XenClient
  - Desktop Virtualizations
  - Provisioning Server
  - NetScaler
  - Branch Repeater
  - Receiver
  - Others



- **VMWARE Solution Provider**

- Server virtualization for small business
- Hybrid cloud
- End-user computing
- VMware vSphere
- business continuity
- VSAN
- Site Replication
- SAN Motion

- **Symantec Corporation**



**symantec.**

SMB Specialization

- Symantec SMB Partnership
  - Endpoint Management
  - Data Loss Prevention
  - Enterprise Security
  - Archiving and eDiscovery
  - Data Protection
  - Storage Management
  - Disaster Recovery solutions
  - Cloud Backup solutions
  - High Availability
  - Managed Security Services



- SMB Backup
- SMB Security
- Data Protection with Backup Exec
- Others

- *Star2Star VOIP Solution*

- Star2Star Communications Authorized Dealer 
  - Star2Star Communications offers the only fully integrated End-to-End internet-based Hybrid phone solution for small and mid-sized business.
  - StarCenter: The innovative and feature rich call center application from Star2Star Communications
  -

- *Hewlett-Packard*



- HP Business Partner
  - Blade Solutions
  - Business Intelligence
  - Cloud Computing
  - Desktop Computing
  - High-Performance Computing
  - Power & Cooling
  - Security
  - Data Center Virtualization
  - Servers
  - Shared Infrastructure
  - Storage
  - Systems Management
  - Client Systems Management
  - Data Center Systems Management
  - Desktop Virtualization
  - Workstations
  - Others



- *Dell Corporation*



- Dell Premier Partner
  - Blade Solutions
  - Business Intelligence
  - Cloud Computing
  - Desktop Computing
  - High-Performance Computing
  - Power & Cooling
  - Security
  - Data Center Virtualization
  - Servers
  - Shared Infrastructure
  - Storage
  - Systems Management
  - Client Systems Management
  - Data Center Systems Management
  - Desktop Virtualization
  - Workstations
  - Others

- *WEBSEBSE*



- Websense Silver Partner
  - Web Filter and Web Security
  - Web Security Gateway
  - Web Security Gateway
  - Others

- *Phantom Technologies ( Web Filtering )*



- Gold Partner

- *Apple*



- Apple Certified Support Professional
  - Support all Server and Client OS X

- *APC*



- APC Registered Partner
  - Electric Critical Power & Cooling Services
  - Network closets and server rooms

- *Blackberry*



- BlackBerry Registered Partner

- *IBM*



- IBM Business Partner

- *LENOVO*



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*lenovo*

Business  
Partner

○ Lenovo Business Partner

• *CompTIA*

CompTIA Server Certified



## Jesse Rich

E-mail : [jjrich@me.com](mailto:jjrich@me.com)

Phone : (714) 496-9949

Address: 2620 W Aurora St Apt 1, Santa Ana, CA 92704

### Objective

Experienced network engineer with an extensive IT background. I am seeking a challenging job opportunity in an organizational environment where I can use my 10 years of experience for the growth of the organization and continue to expand my knowledge into new and exciting technologies.

### Work experience

#### LAN WAN Enterprise Inc.

May 2016 — Present

Network Engineer

- Troubleshoot and apply fixes to problems experienced in all areas of IT.
- Maintain and develop client network and server infrastructure.
- Deploy solutions to meet clients technical needs.

#### Calvary Chapel Costa Mesa

November 2007 — May 2016

Network and Systems Engineer

- Oversaw network and servers for a staff of approximately 500 users.
- Responsible for design, implementation, and maintenance of all IT infrastructure on campus.
- Trained other administrators on campus technology and led a team of Helpdesk Technicians.
- Redesigned network topology and improved performance and stability of a network that served over 4,000 unique devices each month.
- Completed a virtualization initiative for 80 virtual servers to lower TCO for server infrastructure.

#### Richwell Tech, LLC

October 2013 — September 2015

Co Owner

- Started an IT consulting business targeting small business and non-profit organizations.
- Responsible for design, implementation, and maintenance of all IT infrastructure on campus.
- Focused on building and maintaining network infrastructure, server infrastructure, and web development.

#### The Word For Today

2001 — 2005

Audio Technician

- Implemented an efficient workflow for producing, mastering and archiving live audio for sale.
- Restoration of reel-to-reel media for digital archival purposes.



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## Qualifications

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- 10 years of experience in various aspects of IT management.
- Training in many areas of IT including networking, security, Windows, Linux, Virtualization and database administration.
- Intermediate proficiency in coding languages such as PHP, SQL, Bash, and HTML.

## Interests

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- Volunteering as a Youth Counselor for Ekklesia High School Ministry.
- Live audio production and mixing for bands at my local church.
- Making nitro cold brewed coffee and kombucha to serve on my 8 tap custom kegerator.
- Working with my hands, from fixing cars to building furniture.

## References

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David Cornwell, IT Director at Southwest Church  
Email: [davidc@southwestchurch.com](mailto:davidc@southwestchurch.com)  
Phone: (714) 914-8580

Jim Shirley, IT Director at Calvary Chapel Costa Mesa  
Email: [jimshirley@calvarychapel.com](mailto:jimshirley@calvarychapel.com)  
Phone: (951) 852-4136

Andrew Immerman, Chief Technology Officer at TrustCommerce  
Email: [ahi@immerman.org](mailto:ahi@immerman.org)  
Phone: (310) 488-5279



***RAMI S. DABABNEH | MBA | PMP® | ITIL ® V3***

- Sales force driven  Team Leadership  Customer Satisfaction  Six Sigma  Positive Attitude

2760 River Trail Rd  
Orange, CA 92865

Cell: 714-393-2264  
eng\_rami.s.d@hotmail.com

Experienced and highly accomplished Director of Sales with knowledge of all sales processes, demonstrating solid analytical and team management skills. Proven track-record of generating new business through strategic negotiation while cultivating new relationships with key decision makers. Develops new accounts through effective cold/warm calling and networking initiatives, leading to sales quota achievement year after year.

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**EDUCATION & CERTIFICATION**  
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- MBA, Keller Graduate School of DeVry University, California - 2009
- Graduate Cert. in Project Management, Keller Graduate School of DeVry University, California - 2009
- Bachelor degree in Computer Engineering, Mu'tah University, Jordan - 2005
- ❖ PMP Certified – Project Management Institute - 2016
- ❖ MCSA 2012
- ❖ MCITP Enterprise Administrator 2008
- ❖ MCITP Server Administrator 2008
- ❖ Microsoft Certified Systems Engineer 2003
- ❖ Microsoft Certified Systems Administrator 2003
- ❖ Microsoft Certified Professional (MCP)
- ❖ Citrix CCSP 2012

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**Professional History**  
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**LAN WAN Enterprise IT Solutions**

**Irvine, CA**

Dec 2011 – Present	Director of IT Sales & Marketing \ Senior IT Manager
July 2009 – Dec 2011	IT \ PM Manager
Oct 2006 – July 2009	Network Systems Engineer

**Modern Builder Information Technology**

**Amman, Jordan**

Sep 2003 – Oct 2005	IT System Administrator
---------------------	-------------------------

-----  
**Professional Services**  
-----



**Director of IT Sales & Marketing \ Senior IT Manager**

**Dec 2011 – Present**

LAN WAN Enterprise

17500 Red Hill Ave Suite 120, Irvine CA 92614

- Responsible for selling (60% Microsoft Products), closing, and expanding the current customer base within an assigned territory.
- Combine entrepreneurial drive with business management skills to drive gains in revenue and profit performance.
- Lead development of all IT operational support projects and processes, which contributed to securing long-term business, optimizing levels of productivity and sustaining overall project success.
- Prepared and executed an IT strategy that reduced administrative costs and direct labor costs for public and private agencies.
- Established standardized process for development, documentation and quality assurance.
- Created successful online marketing strategies and campaigns to cross-sell products and services

**Information Technology Manager \ Project Manager**

**July 2009 – Dec 2011**

LAN WAN Enterprise

17500 Red Hill Ave Suite 120, Irvine CA 92614

- Managed IT operations including strategy, planning, design, development, and implementation.
- Created a supportive team environment that was defined by collaboration and knowledge sharing.
- Managed relationships with critical IT vendors that resulted in improved service at a reduced cost.
- Involve in all technical operations including Network implementations and stabilizations for customer networks

**Network Systems Engineer**

**Oct 2006 – July 2009**

LAN WAN Enterprise

17500 Red Hill Ave Suite 120, Irvine CA 92614

- Operates and monitor hundreds of systems throughout several VPN sites\AD forest trust.
- Installing, managing and monitoring Windows server 2008 server (Active Directory Server, DNS, DHCP, Exchange server) throughout several Domain Controllers (DC).
- Developing effective security policies and procedures, project & technical documentation.
- Configure Cisco Enterprise Firewalls ASA Series & Catalyst Switches
- Managing Microsoft Terminal Servers engaged with Citrix Program Neighborhood.



- Installing, Configuring and administering Microsoft Internet Security Acceleration (ISA) Server 2000 and 2004 Enterprise Edition.
- Installing, Configuring and administering Websense Enterprise Web Security Suite.
- Restoring operations critical to the resumption of business, including regaining access to operating systems, data and resources using Symantec Backup Exec System Recovery Manager.

**Network Systems Administrator**

**Sep 2003 – Oct 2005**

Modern Builder Information Technology

15 Rainbow St. Amman, Jordan

- Windows 2003 Server with all its installation phases, progress and Configurations (AD, DHCP, DNS, WINS, SMTP), Group Policies Objects (GPO's), Privileges, user's customization. (Subnet mask, routing and consider gateways).
- Installing, Configuring and administering Internet Security Acceleration (ISA) Server 2000, Enterprise Edition
- Windows 2000 server (workstations) and its configuration, also including managing and configuring small and large networks for Windows 98, Windows Me, and Windows XP.



## Nezar Oweiss

ACTC, ACSP, Master CNE, MCITP, MCTS, MCSE, CCEA, CCA, CLP, IBM Business Partner, CDIA+,  
Server+, A+, HP STAR and Compaq ASE, API and APS.  
17914 Los Tiempos Street. Fountain Valley, CA 92708  
Phone: (714) 795-0818 Email: debbeen@gmail.com

### Objective

Seeking a challenging career in the IT Networking Computers Technology field where my expertise and skills will be effectively utilized.

### Education, Certifications and Specialized Training

- 12/15 • Microsoft Specialist  
(Windows 7, Configuring - Enterprise Desktop Support Technician - Enterprise Desktop Administrator).
- 04/15 • Microsoft Certified Solutions Expert  
(Windows 7 - Server 2008 - Server 2012 - Windows 8 - Office 365).
- 04/12 • Microsoft Certified Solutions Associate.  
(Windows Server 2008)-(Windows 7).
- 02/10 • Apple Certified Technical Coordinator.  
(Apple Certified Technical Coordinator 10.6).  
(Apple Certified Technical Coordinator 10.5).
- 02/10 • Apple Certified Support Professional.  
(Apple Certified Support Professional 10.6).  
(Apple Certified Support Professional 10.5).
- 10/09-11 • Microsoft Certified Technology Specialist.  
(Windows Server 2008 R2 Desktop Virtualization).  
(Windows Server Virtualization, Configuration).  
(Windows 7 and Office 2010, Deployment).  
(MS Exchange Server 2010 Configuration).  
(Windows 7, Configuration).  
(Microsoft Windows SharePoint Services 3.0, Configuration).
- 02/09 • Citrix XenApp 5 for Windows Server 2003.
- 05/08-10 • Microsoft Certified IT Professional.  
(Enterprise Desktop administrator on Windows 7).  
(Enterprise Desktop Support Technician on Windows 7).  
(Enterprise Administrator on Windows Server 2008).  
(Server Administrator on Windows Server 2008).
- 03/08 • Microsoft Certified Technology Specialist.  
(Windows Server 2008 Active Directory, Configuration).  
(Windows Server 2008 Network Infrastructure, Configuration).  
(Windows Server 2008 Applications Infrastructure, Configuration).
- 08/07 • Microsoft Certified Technology Specialist.  
(Microsoft Windows Vista Configuration).
- 04/07 • Microsoft Certified Technology Specialist.  
(Pre-Installing Microsoft Products and Technologies).
- 09/06 • IBM Certified Systems Administrator.  
(Lotus Notes and Domino 7).
- 11/05 • CompTIA Server+ Certified Professional.
- 10/05 • CCEA (Citrix Certified Enterprise Administrator).  
(MetaFrame XP Presentation Server).
- 05/04 • MCSE (Microsoft Certified Systems Engineer).  
(Microsoft Windows 2003).



- 04/04 • MCSA (Microsoft Certified Systems Administrator).  
(Microsoft Windows 2003).
- 01/04 • IBM Certified Systems Administrator.  
(Lotus Notes and Domino 6/6.5 - CLP).
- 09/03 • **CDIA+ (Certified Document Imaging Architect).**  
(CompTIA CDIA+ Certified Professional).
- 07/03 • IBM Certified Associate System Administrator.  
(Lotus Notes and Domino 6/6.5 - CLS).
- 03/03 • 3Com Certified Wireless Specialist.
- 01/03 • CCA (Citrix Certified Administrator).  
(Citrix MetaFrame XP Specialist).
- 09/02 • NetWare 6 CNE (Certified Novell Engineer).
- 09/02 • NetWare 6 CNA (Certified Novell Administrator).**
- 09/02 • APS (Accredited Platform Specialist).  
(Compaq Proliant Servers Certification).
- 08/01 • MCSE (Microsoft Certified Systems Engineer).  
(Early Achiever MCSE on Microsoft Windows 2000).  
(Leading expert in Microsoft Windows 2000 technology).
- 12/00 • MCP (Microsoft Certified Professional).  
(Microsoft Windows 2000 Specialist).
- 11/00 • HP STAR Certified Systems Engineer.
- 09/00 • Compaq ASE (Accredited Systems Engineer).  
(Proliant/Windows 2000 Specialist).
- 09/00 • Compaq API (Accredited Platform Integrator).  
(Proliant/Windows 2000 Specialist).
- 05/00 • Compaq ASE (Accredited Systems Engineer).  
(StorageWorks Specialist).
- 05/00 • Compaq API (Accredited Platform Integrator).  
(StorageWorks Specialist).
- 05/00 • 3Com Wireless LAN Connectivity Certified.
- 02/00 • CCA (Citrix Certified Administrator).  
(Citrix MetaFrame 1.8 Specialist).
- 06/99 • Compaq ASE (Accredited Systems Engineer).  
(Proliant/Windows NT 4 Specialist).
- 06/99 • Compaq API (Accredited Platform Integrator).  
(Proliant/Windows NT 4 Specialist).
- 03/99 • NetWare 5 CNE (Certified Novell Engineer).
- 07/98 • Master CNE (Master Certified Novell Engineer).  
(The highest level of technical certification in the IT industry).
- 07/98 • Novell Small Business Specialist.
- 04/98 • IntraNetWare CNE (Certified Novell Engineer).
- 04/98 • MCSE (Microsoft Certified Systems Engineer).  
(Leading expert in Microsoft Windows NT 4 Technology).
- 11/97 • MCP (Microsoft Certified Professional).  
(Microsoft Windows NT 4 Specialist).
- 07/97 • NetWare 4 CNE (Certified Novell Engineer).
- 04/97 • NetWare 4 CNA (Certified Novell Administrator).
- 03/97 • A+ Certified Hardware Technician.
- **"IBM Business Partner"** IBM Authorized Servers Technician (All service and technical exams have been achieved).



- COMPAQ Authorized for Compaq ProLiant 6000,800, Prosignia 200, DeskPro 2000/4000, DeskPro EN, Armada 7700, 7300, 1500 and Workstation 6000/8000 computers.
- HP Authorized for all HP NetServers, Workstations, Printers, JetDirect and Omnibooks product (More than 60 exams have been accomplished).
- Bachelor Degree in Electrical Engineer (Electronics).

86-90

## Experience and Work History

04-07-Present LAN WAN Enterprise Senior Network Systems Engineer

Responsibility includes: High level of Consultation, Designing, Consolidating, Implementing, Installing, Configuring, Updating, Upgrading, Managing, Maintaining and supporting LAN/WAN/DMZ Enterprise Servers Operating Systems which includes.

- Microsoft Windows NT/2000/2003/2003 R2/2008/2008 R2, SBS Advanced-Cluster and 2012 Servers, Professional in latest Windows 2000/2003/2003 R2/2008/2008 R2 Advanced and 2012 R2 Servers' IIS - setting up web as well as ftp and virtual sites and Terminal servers, Exchange 5.5, 2000, 2003, 2007, 2010, 2013 and 2016 servers, Outlook anywhere as well as OWA with UCC SSL Certificates, Internal and external DNS, DHCP, WINS, SMTP, DFS also high level expert in Active directories, Logon Scripts, Profiles and Policies.
- Microsoft Windows 10, 8.1, 8, 7, Vista, XP Professionals, 2000, ME, 98, 95, WFW, 3.1, 3 and DOS Workstations OS's.
- Microsoft office 365, 2003, 2007, 2010, 2013, 2016.
- Microsoft Windows
- Novell NetWare 3.x, 4.x, 5.x and 6.0 OS's, expert in NDS, ConspolOne, Login Scripts, Replicas, Client32, GroupWise 5.x and 6.0.
- ASA 5505, 5510, 5520 and PIX Firewalls includes LAN/WAN/DMZ and (VPN and clientless VPN), Routers and Switches includes VLANs.
- Citrix MetaFram 1.8, XP, Presentation Server and XenApp (4, 4.5, 5 and 6 also Citrix Xen desktop virtualization) Servers Multi Users Terminal Servers, NFuse, Citrix web access, published applications and thin clients.
- SOHO Sonicwall, Watchguard, Checkpoint, Cayman, Natopia, DSL, Linksys Firewall, Routers and Switches.
- Supporting all HP ProLiant, Compaq, IBM and Dell file servers, storage devices such as Giga second and EMC, racks, workstations, printers and all their peripherals, supporting also their management utilities such as Smart start and CIM.
- Antivirus and Antispyware removal expert including Symantec SEP and management, Norton, McAfee and Trend Antivirus.
- Implementing ArcServe and Symantec Backup Exec Backup solutions (All versions includes 9, 10, 11, 12.5, 2010 and 2012 as well as their agents for all Networking Operating Systems.
- Intrusion detection, Content inspection and Internet Security Websense Blocking.
- Linux OS support.
- IBM Lotus Notes email Systems.
- Expert in Apple MAC OS X Servers and laptops such as Leopard, Snow Leopard, Lion and mountain lion OS's, iPods, iPads and iphone devices support.
- Blackberry Enterprise servers (BES) as well as Blackberries devices support.



- A, B, G, N and AC Wireless devices support.
- Troubleshoot and solve any hardware and software network computer problems as well as customer training and support.

03-07/07 Ricoh Business Systems.  
1123-A Warner Ave.,  
Tustin, California 92780

Senior Network Systems Engineer

Responsibility includes: Consultation, Designing, Consolidating, Implementing, Installing, Configuring, Updating, Upgrading, Managing, Maintaining and supporting LAN/WAN/DMZ Enterprise Servers Operating Systems which includes.

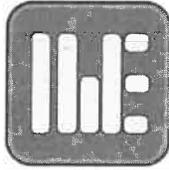
- Microsoft Windows NT/2000/2003/2003 R2 Advanced-Cluster, Server, Professional, Windows 2000/2003/2003 R2 IIS setting up web as well as ftp sites and Terminal servers, Exchange 5.5, 2000 and 2003 servers, Internal and external DNS, DHCP, WINS, SMTP, DFS also expert in Active directory, Logon Scripts, Profiles and Policies.
- Novell NetWare 3.x, 4.x, 5.x and 6.0 OS's, expert in NDS, ConsoleOne, Login Scripts, Replicas, Client32, GroupWise 5.x and 6.0.
- PIX Firewalls includes LAN/WAN/DMZ and VPNs, Routers and Switches.
- Citrix MetaFram 1.8, XP and Presentation Server Multi Users Terminal Servers, NFuse as well as thin clients.
- SOHO Sonicwall, Watchguard, Checkpoint, Cayman, Natopia, DSL, Linksys Firewalls and Routers.
- Supporting all HP, Compaq, IBM and Dell file servers, workstations, printers and all their peripherals, supporting also their management utilities such as CIM.
- Antivirus expert including Symantec, Norton, McAfee and Trend Antivirus.
- Implementing ArcServe and Symantec Backup Exec Backup solutions as well as their agents for all Networking Operating Systems.
- Intrusion detection, Content inspection and Internet Security Websense Blocking.
- Linux OS support.
- Troubleshoot and solve any hardware and software network computer problems as well as customer training and support.

99-05/03 1<sup>st</sup> Priority Solutions.  
1813 E. Dyer Rd. #401  
Santa Ana, CA 92705

Senior Network Systems Engineer

Responsibility includes: Consultation, Designing, Consolidating, Implementing, Installing, Configuring, Updating, Upgrading, Managing, Maintaining and supporting LAN/WAN/DMZ Enterprise Servers Operating Systems which includes.

- Microsoft Windows NT/2000 Advanced-Cluster, Server, Professional, Windows 2000 IIS setting up web as well as ftp sites and Terminal servers, Exchange 5.5 and 2000 servers, Internal and external DNS, DHCP, WINS, SMTP, DFS also expert in Active directory, Logon Scripts, Profiles and Policies.
- Novell NetWare 3.x, 4.x, 5.x and 6.0 OS's, expert in NDS, ConsoleOne, Login Scripts, Replicas, Client32, GroupWise 5.x and 6.0.



- PIX Firewalls includes LAN/WAN/DMZ and VPNs, Routers and Switches.
- Citrix MetaFram 1.8 and XP Multi Users Terminal Servers, NFuse as well as thin clients.
- SOHO Sonicwall, Watchguard, Checkpoint, e-Trust, flowpoint, Cayman, Natopia, DSL, Linksys Firewalls and Routers.
- Supporting all HP, Compaq, IBM and Dell file servers, workstations, printers and all their peripherals, supporting also their management utilities such as CIM.
- Antivirus expert including Symantec, Norton, McAfee, Trend and InoculanIT Antivirus.
- Implementing ArcServe and Backup Exec Backup solutions as well as their agents for all Networking Operating Systems.
- Intrusion detection, Content inspection, Internet Security Websense Blocking and RippleTech LogCaster Alerting Systems.
- Linux OS support.
- Troubleshoot and solve any hardware and software network computer problems as well as customer training and support.

96-11/99 Inland Computer Systems, San Bernardino, CA  
Network Computer Specialist

*Responsibility includes Consultant, designing and supporting all Inland Empire School District Computer Labs, the ability in developing and maintaining Networking Operating Systems. Implement network computer projects such as Microsoft Windows NT and Novell NetWare servers including, systems installation and configuration, clients configuration, remote access service, implementing full management (Compaq Insight Manager) as well as security such as Windows NT, 95 and 98 policy editor, profiles, fortress and foolproof, firewall, schedule backups, setup and support all peripheral devices such as scanners, printers, modems, etc., troubleshoot and solve any hardware and software problems as well as customer training and support.*

04/94-96 Jordan Data Systems, Amman, Jordan  
Senior Computer Engineer

Responsibility including Installation and configurations of hardware IBM and IBM compatible computers and software application for multi users sites, such as Novell NetWare "all versions", and Microsoft Windows 3.1, WFW 311, 95 and NT with all the software application that comes with it. Teaching Novell NetWare Operating System, MS-DOS and Microsoft Windows Operating System for clients and users as well.

10/92-04/94 Ultra Electronic Center, Amman, Jordan  
Hardware Computer Engineer

Responsible for the maintenance of IBM and IBM compatible computers.

03/91-12/92 Petra Computer Services, Amman, Jordan  
Computer Maintenance Engineer

Responsibility including hardware and software applications Installation and systems configuration of multi users, computers and its peripherals.

Skills

- Expert in Microsoft Windows NT/2000/2003/2003 R2/2008/2008 R2, SBS Advanced-Cluster and 2012 Servers, Professional in latest Windows 2000/2003/2003 R2/2008/2008 R2 Advanced and 2012 R2 Servers' IIS - setting up web as well as ftp and virtual sites and Terminal servers, Exchange 5.5, 2000, 2003, 2007, 2010, 2013 and 2016 servers, Outlook anywhere as well as OWA with UCC SSL Certificates, Internal and external DNS, DHCP, WINS, SMTP, DFS also high level expert in Active directories, Logon Scripts, Profiles and Policies.



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- Expert in Novell NetWare (NDS design, GroupWise, ZenWorks, Replicas, Profiles, Login Scripts as well as Client32) and Microsoft Windows NT/2000/2003 Networking Operating System (Active Directory, PDC, BDC, Proxy, Exchange 5.5, 2000 and 2003, RAS, DNS, DHCP, DFS, Profiles, Policies and Logon Scripts).
- Expert in Lotus Notes and Domino email Systems.
- Expert in PIX Firewalls, Routers and Switches.
- Effective problem solving skills and decision make ability.
- Excellent organizational skills.
- Self-motivated.
- Build and develop an excellent relationship with all customers.

#### Honors

- Recognized as an (Outstanding Team Player) by 1st Priority Solutions - Year of 2000.
- Employee of the years 1996, 1997 and 1998 with Inland Computer Systems.
- Recognized for outstanding support and contribution to business office technology advisory community by ROP (Regional Occupational Program)-Year of 1997.
- Honored by University of Salahaddin, Department of Engineering first on Class 1990.

#### References

Available upon request.



*EXHIBIT- FEE SCHEDULE*

**Fee Schedule**

Type	Cost
One time Cost (HW, LIC, LABOR)	<b>\$475,000.00</b>
Annual Support – Year 1	<b>\$96,000.00</b>
Annual Support – Year 2	<b>\$96,000.00</b>
Annual Support – Year 3	<b>\$100,800.00</b>
Annual Support – Year 4	<b>\$105,840.00</b>
Annual Support – Year 5	<b>\$111,132.00</b>



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**Enterprise** | **844-526-9263**

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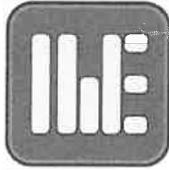
## Munis-ERP Monthly Service

QUOTE #001043 V1



PREPARED FOR  
**City of Huntington Park**  
Ricardo Reyes  
RReyes@hpca.gov

PREPARED BY  
**Irvine**  
Rami Dababneh  
ramid@lanwane.com



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 Web: www.lanwane.com



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**Annual Recurring**

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>Annual Service Agreement ( 5% increase on 3rd year and later )</b> Fixed fee labor for service or project work. 	\$96,000.00	\$96,000.00	1	\$96,000.00	\$96,000.00
				<b>Annual Subtotal:</b>	<b>\$96,000.00</b>
				<b>Subtotal:</b>	<b>\$96,000.00</b>



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Web: [www.lanwane.com](http://www.lanwane.com)



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Enterprise**  
IT Solutions

## **SOW**

- LAN WAN Enterprise IT Solutions is responsible for providing a tuned and secure database environment as well as conducting all system upgrades and security patches to the operating system and the software. LAN WAN Enterprise IT Solutions will provide support and assistance for activities requiring advanced capabilities such as root or system privileges, assist service consumers with the initial creation of and modification of user accounts, allocation of database disk space quota, and other tasks that can only be accomplished by the server or database administrators.
- LAN WAN Enterprise IT Solutions will offer Backup and recovery, Backups allow for recovery of files and data for up to thirty days. In addition, LAN WAN Enterprise IT Solutions will maintain server availability in accordance with the standard windows for scheduled maintenance and upgrade activities.
- LAN WAN Enterprise IT Solutions will execute ongoing backup and recovery services that is separate from the exiting backup services offered to avoid overlap and ensure good performance and successful backup jobs overnight.
- As part of the On-Premises Database environment, LAN WAN Enterprise IT Solutions also provides a dedicated development and test system. This system is maintained at the same operating system and database release levels as the production server, and has the same backup/recovery, maintenance, and upgrade outage schedules as the production system.
- LAN WAN Enterprise IT Solutions will provide On-Premises Database Hosting Services include system database administration services such as backups, disaster recovery as well as server software and hardware management. Current supported platforms include Microsoft SQL Server. The Database Hosting service is a shared service intended for small- and medium-scale databases.
- LAN WAN Enterprise IT Solutions will provide services associated with ensuring that all individual IT and Database components configured with or added to the IT environment work together cohesively to achieve the intended results with regards to the City's Enterprise Resource Planning (ERP System -Munis) and the ability to perform its business operations.
- LAN WAN Enterprise IT Solutions will provide a Database Administrator specialized in software to setup, configure and maintain databases. The role include capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery, the DB Admin will be available to perform tasks remotely and onsite as needed.



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 Web: www.lanwane.com



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**Enterprise**  
**IT Solutions**

**Service Level Agreement**

<u>Severity Level</u>	<u>Definition</u>	<u>Time Target</u>
<b><u>1. Critical</u></b>		
<b>High impact</b>	The failure affects the District ability to conduct business and/or ability to provide services. No feasible alternative workarounds.	2 hour 8 hours
<b><u>2. Urgent</u></b>		
<b>Potentially high impact</b>	An incident that affects multiple customers or a department and has the potential to cause a significant business impact. Potential workarounds are not readily available.	4 hours 24 hours
<b><u>3. Routine</u></b>		
<b>Moderate impact</b>	Incident with immediate and moderate impact levels. Typically consists of a localized problem with available workarounds that can easily be implemented.	8 hours - 24 to 48 hours
<b><u>4. General</u></b>		
<b>Low/no impact</b>	Incidents with low impact levels on the District's operations. Typically affects a single individual or the individual presents an issue with minimal or no business impacts such as (but not limited to) routine maintenance, software request, schedule hardware installations/ disposals, and advisory questions.	24 hours - 48 to 72 hours
<b><u>5. Planned Task</u></b>		
<b>Low/no impact</b>	Service request has pre-determined date. Typically scheduled to minimize impact	Scheduled date 48 hours to 120 hours



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## **Munis - ERP Implementation**

QUOTE #001000 V1



PREPARED FOR  
**City of Huntington Park**  
Ricardo Reyes  
RReyes@hpca.gov

PREPARED BY  
**Irvine**  
Sales Department  
sales@lanwane.com



Main:  
 Email: sales@lanwane.com  
 Web: www.lanwane.com



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**Enterprise**  
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Hardware

Description	Price	Qty	Ext. Price
<b>HPE ProLiant DL380 Gen10 24SFF CTO Server</b>	\$1,754.89	3	\$5,264.67
<b>HPE Smart Array P408i-a SR Gen10 Controller - 12Gb/s SAS, Serial ATA/600 - PCI Express 3.0 x8 - Plug-in Module - RAID Supported - 0, 1, 5, 6, 10, 50, 60, 1 ADM, 10 ADM RAID Level - 2 - 8 SAS Port(s) Internal - Linux, PC - 2 GB Flash Backed Cache</b>	\$475.40	3	\$1,426.20
<b>HPE Battery - For RAID Controller - Battery Rechargeable</b>	\$95.47	3	\$286.41
<b>HPE SmartMemory 32GB DDR4 SDRAM Memory Module - For Server - 32 GB (1 x 32GB) - DDR4-2933/PC4-23466 DDR4 SDRAM - 2933 MHz - CL21 - 1.20 V - Registered - 288-pin - DIMM</b>	\$409.16	16	\$6,546.56
<b>HPE 1.92 TB Solid State Drive - 2.5" Internal - SATA (SATA/600) - Mixed Use - Server Device Supported - 3.1 DWPD - 520 MB/s Maximum Read Transfer Rate - 3 Year Warranty</b>	\$780.32	10	\$7,803.20
<b>HPE Mounting Rail Kit for Server</b>	\$71.93	3	\$215.79
<b>HPE Intel Xeon Gold 5200 (2nd Gen) 5218R Icosa-core (20 Core) 2.10 GHz Processor Upgrade - 27.50 MB L3 Cache - 64-bit Processing - 4 GHz Overclocking Speed - 14 nm - Socket 3647 - 125 W - 40 Threads</b>	\$1,438.12	5	\$7,190.60
<b>HPE 800W Flex Slot Platinum Hot Plug Low Halogen Power Supply Kit - 800 W - 230 V AC</b>	\$173.02	6	\$1,038.12
<b>HPE Ethernet 10Gb 2-port 562FLR-SFP+ Adapter - PCI Express 3.0 x8 - 2 Port(s) - Optical Fiber - 10GBase-X - FlexibleLOM</b>	\$469.51	3	\$1,408.53
<b>HPE DL38X Gen10 12Gb SAS Expander - 12Gb/s SAS, Serial ATA/600 - PCI Express 3.0 x8 - Plug-in Card - 9 Total SAS Port(s) - 9 SAS Port(s) Internal - 0 SAS Port(s) External</b>	\$475.40	3	\$1,426.20
<b>Synology SAN/NAS Storage System - AMD Ryzen V1500B Quad-core (4 Core) 2.20 GHz - 8 x HDD Supported - 0 x HDD Installed - 8 x SSD Supported - 0 x SSD Installed - 4 GB RAM DDR4 SDRAM - Serial ATA Controller - RAID Supported 0, 1, 5, 6, 10, Basic, Hy</b>	\$1,679.00	1	\$1,679.00



Main:  
 Email: sales@lanwane.com  
 Web: www.lanwane.com



Hardware

Description	Price	Qty	Ext. Price
Synology 8 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Server Device Supported - 7200rpm - 550 TB TBW	\$371.92	8	\$2,975.36
Synology Mounting Rail Kit for Network Storage System 	\$108.15	1	\$108.15
Cisco Business 350-12XS Managed Switch - Manageable - 3 Layer Supported - Modular - 25.30 W Power Consumption - Optical Fiber, Twisted Pair - Lifetime Limited Warranty 	\$1,498.68	2	\$2,997.36
RACKMOUNT.IT Csrack Rack Mount for Network Security & Firewall Device - Jet Black - TAA Compliant 	\$155.24	1	\$155.24
Miscellaneous	\$2,013.64	1	\$2,013.64
Cisco Catalyst C9300L-48UXG-4X Ethernet Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - Twisted Pair, Optical Fiber - Lifetime Limited Warranty 	\$6,016.06	1	\$6,016.06
Cisco Digital Network Architecture Essentials - Term License - 48 Port - 3 Year	\$877.69	1	\$877.69
Cisco Power Supply - 1100 W	\$1,610.00	1	\$1,610.00
Subtotal:			<b>\$51,038.78</b>

Software

Description	Price	Qty	Ext. Price
VMware vSphere Essentials Kit License	\$517.50	1	\$517.50
VMware vSphere Essentials Kit License			
WINDOWS SERVER 2022 STANDARD 2 VLIC CORE LICENSE PACK COMMERCIAL	\$132.25	48	\$6,348.00
WINDOWS SERVER 2022 STANDARD 2 VLIC CORE LICENSE PACK COMMERCIALFor WEB server	\$132.53	8	\$1,060.24
SQL SVR 2019 STANDARD CORE LICs	\$3,546.55	3	\$10,639.65



# LAN WAN | IT Solutions

Enterprise | 844-526-9263

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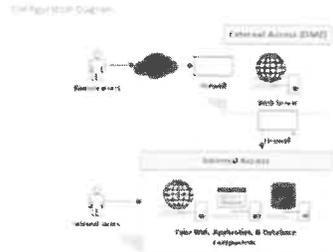
Main:  
 Email: [sales@lanwane.com](mailto:sales@lanwane.com)  
 Web: [www.lanwane.com](http://www.lanwane.com)

### Software

Description	Price	Qty	Est. Price
<b>HPE Pointnext Tech Care Essential - 5 Year - Warranty - On-site - Technical</b>	\$5,912.00	3	\$17,736.00
<b>Subtotal:</b>			<b>\$36,301.39</b>

### Services

Description	Price	Qty	Est. Price
Labor - Firewall <b>Phase#1 Network\WAN Configuration</b>	\$43,000.00	1	\$43,000.00
Labor - Project <b>Phase#2 Build new infrastructure for Munis network</b>	\$64,000.00	1	\$64,000.00
Labor - Project <b>Phase#3 Install new SQL DB Server repository</b>	\$58,000.00	1	\$58,000.00
Labor - Project <b>Phase#4 Setup all servers on Win 2019</b>	\$78,000.00	1	\$78,000.00
Labor - Project <b>Phase#5 Setup backup system separate from existing backup</b>	\$64,000.00	1	\$64,000.00
Labor - Project <b>Phase#6 Setup &amp; configure high availability between applications</b>	\$72,000.00	1	\$72,000.00
<b>Subtotal:</b>			<b>\$379,000.00</b>





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 Web: www.lanwane.com



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 Enterprise  
 IT Solutions

## Munis - ERP Implementation

**Prepared by:**

**Irvine**  
 Sales Department  
 844-526-9263  
 sales@lanwane.com

**Prepared for:**

**City of Huntington Park**  
 6550 Miles Avenue  
 Huntington Park, CA 90255  
 Ricardo Reyes  
 (323) 582-6161  
 RReyes@hpcg.gov

**Quote Information:**

**Quote #: 001000**  
 Version: 1  
 Delivery Date: 04/05/2022  
 Expiration Date: 03/21/2022

### Quote Summary

Description	Amount
Hardware	\$51,038.78
Software	\$36,301.39
Services	\$379,000.00
Annual Recurring	\$3,467.94
Subtotal:	<b>\$469,808.11</b>
Shipping:	<b>\$264.24</b>
Estimated Tax:	<b>\$5,258.57</b>
Total:	<b>\$475,330.92</b>

### Annual Expenses Summary

Description	Amount
Annual Recurring	\$3,065.45
Annual Total:	<b>\$3,065.45</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



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Annual Recurring

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>Veeam BACKUP for the SERVER for 1 year</b> Veeam Availability Suite Enterprise Plus Per VM - On-Prem License	\$240.00	\$240.00	6	\$1,440.00	\$1,440.00
<b>Wildcard SSL Certificate for 1 year</b>	\$0.00	\$402.49	1	\$0.00	\$402.49
<b>Cisco Smart Net Total Care Extended Service - Service - 24 x 7 x 4 Hour - Exchange - Parts</b>	\$1,625.45	\$1,625.45	1	\$1,625.45	\$1,625.45
				Annual Subtotal:	<b>\$3,065.45</b>
				Subtotal:	<b>\$3,467.94</b>

ATTACHMENT "C"

# **REQUEST FOR PROPOSALS FOR ON-PREMISES DATABASE HOSTING SERVICES**

**FOR CITY OF HUNTINGTON PARK**



**SUBMITTAL LOCATION:  
CITY CLERK'S OFFICE  
ATTN: RICARDO REYES  
6550 MILES AVENUE  
HUNTINGTON PARK, CA 90255**

**SUBMITTAL DEADLINE: JUNE 6, 2022 BY 5:00 P.M. PDT**

## I. INTRODUCTION

The City of Huntington Park (“City”) is soliciting proposals (“Proposal(s)”) from qualified Information Technology Services providers (“Proposer(s)”) to develop, implement, and maintain On-Premises Database Hosting Services (“Services”) for a future management software that will serve as the primary management system for all City departments and staff (“Project”).

This Request for Proposals (“RFP”) describes the required scope of services and the minimum information that must be included in the Proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

Proposal packages must be addressed and submitted to the City on or before 5:00 PM, Thursday, June 6, 2022.

Proposal packages are to be submitted to:  
Office of the City Clerk  
ATTN: Ricardo Reyes, City Manager  
City of Huntington Park  
6550 Miles Avenue,  
Huntington Park, CA 90255

Proposals may be obtained via City’s webpage at <http://www.hpca.gov/bids.aspx> or by contacting Raul Alvarez at [ralvarez@hpca.gov](mailto:ralvarez@hpca.gov).

## II. SUBMITTAL SCHEDULE

RFP Issued:	May 19, 2022
Deadline to Submit Questions:	May 31, 2022
Deadline to Submit Proposals	June 6, 2022
Evaluation of Proposals	June 14 - 15, 2022
Award of Contract	June 21, 2022

City reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule and dates set forth above, as adjusted by any changes thereto made pursuant to this paragraph.

## III. GENERAL INFORMATION

The City seeks Proposals from qualified Information Technology Services providers for On-Premises Database Hosting Services as defined in the Scope of Services section of this RFP.

### A. Submittal Validity

The Proposer’s pricing shall be valid for a minimum of 90 days.

**B. Request for Information**

Questions regarding this RFP are for clarification purposes only and are to be directed by e-mail to: Raul Alvarez, Assistant City Manager at [ralvarez@hpca.gov](mailto:ralvarez@hpca.gov). If a Proposer requests additional information or clarification from the City, the request and the City response shall be sent to all Proposers via fax or email.

**C. Submission**

Proposals must be received by the Office of the City Clerk in a sealed envelope with the title of the RFP clearly labeled along with the name and address of the Proposer. The submittal packet shall include three (3) copies of the submittal and one (1) copy of the submittal to be provided on a flash drive.

The Proposal, including appendices, must not exceed 20 sheets on 8.5" x 11" paper (11" x 17" paper can be used to display organizational charts). Font size must be at least 12 point for text or 8 point for graphics. Dividers used to separate sections will not be counted as pages.

**D. Late Proposals**

It is strongly recommended that Proposals be delivered in person or via personal courier by or before the submission deadline. Proposals received after the specified submission deadline will be disqualified and not considered. Proposals postmarked prior to the applicable deadline date but received after the deadline will also be disqualified and not considered. Proposers are responsible to ensure the timely submission of their submittal. Proposals may not be submitted by facsimile or electronic mail.

**E. Withdrawal or Modifications**

A submittal may be withdrawn or changed by a written and signed request by the firm prior to the final deadline. If firms do not make this request before the final deadline, the firm shall be obligated to fulfill the terms of their submittal as submitted. In the event a Proposer seeks to withdraw and modify a submittal, the modified submittal must be submitted before the applicable submission deadline. No modifications to the submittal will be allowed after the expiration of the final deadline.

**F. Addenda**

In the event that any portion of this RFP is changed, the City will provide addenda by fax or e-mail to all firms who have received an RFP. The signed addenda must be included with the RFP submittal. Proposals received without the applicable addenda may be rejected as incomplete. Proposer is solely responsible for ensuring that they are in receipt of all addenda and City is in possession of all required materials prior to the submission deadline.

**G. Responsiveness**

All Proposals will be reviewed by the City to determine compliance with all requirements and instructions as specified in the RFP. Proposers are notified that failure to comply with any part of the RFP may result in the rejection of the submittal as non-responsive. The City also reserves the right, in its sole and absolute discretion to waive non-material

irregularities or errors.

**H. Costs**

The City will not be liable for any costs incurred by the Proposer in preparing and responding to this RFP. The Proposer shall not include any pre-contractual expenses as part of the proposed cost.

**I. Legal Authorization**

All forms and documentation included in this RFP must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship with the City. Failure to sign any documents requiring signature may result in the submittal being deemed non-responsive.

**J. Conflict of Interest**

Proposer is required to issue a brief statement disclosing potentially conflicting interests including:

1. Any litigation involving the Proposer or the Proposer's personnel which is adverse to the City.

**K. Rejection of Proposals**

The City reserves the right at its sole discretion to reject any and all Proposals received without penalty as a result of this RFP.

A submittal may be immediately rejected if:

- It contains misrepresentative or misleading information;
- It is received at any time after the exact date and time set for receipt of Proposals;
- It does not meet the required specifications or terms and conditions as prescribed;
- It is not prepared in the format outlined in this RFP; or
- It is signed by an individual not authorized to represent the Proposer;
- Proposer is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the submittal; and
- Any other reason in the City's sole and absolute discretion.

**L. No Guarantee of Contract**

No guarantee is made that any contract will be awarded in response to this RFP.

**M. Subcontractors**

Proposer shall identify any subcontractors and describe the responsibilities that will be assigned to them. The same level of references and background information required for Proposers shall be required of subcontractors.

**N. Acceptance of Conditions**

Proposer shall include a statement offering the acceptance of all conditions listed in the RFP document, which shall be submitted with the submittal.

**O. Public Record**

All Proposals submitted in response to this RFP will become the property of the City upon submission and may be disclosed pursuant to applicable law including California Government Code Sections 6250 *et. seq.*, known as the California Public Records Act ("CPRA"). City reserves the right to make copies of all Proposals available for inspection and copying by interested members of the public as records of the City and the City shall be under no obligation to the Proposer to withhold such records. Insofar as a submittal contains information that the Proposer regards as proprietary and confidential, it shall be the responsibility of the Proposer (and not the City) to specifically identify which items of information are proprietary and clearly identify in writing which specific pieces of information are proprietary. It shall be insufficient for the Proposer to merely identify the entire submittal or an entire page or set of pages as proprietary. With respect to information deemed proprietary, the procedures set forth under subsection (S) below shall be observed. Not-to-exceed sums, hourly rates and the like that may be set forth in a submittal shall not constitute proprietary information nor shall any information readily available to the general public or any other information not regarded as proprietary and confidential under federal or state law.

**P. Right to Request Additional Information**

During the evaluation process the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proposers, or to waive any non-material errors or omissions. At the discretion of the City, Proposers may be requested to make oral presentations or provide interviews as part of the evaluation process.

**Q. Additional Services**

The Scope of Services describes the minimum baseline level of services required for the services contemplated under this RFP; however, cost-effective Proposals that exceed the minimum levels of service are welcome. Upon final selection of the firm, the Scope of Services may be modified and refined during negotiations with the City to account for the performance of services that exceed the baseline level called for under this RFP.

**R. Conflict of Interest**

By signing the Agreement, the successful Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with the award of the Agreement or any work for the proposed project. For the term of the Agreement, no elected or appointed official, officer or employee of the City, during the term of his/her service with the City and for two (2) years following his/her termination of office or employment with the City, shall have any direct interest in the Agreement, or obtain any present, anticipated or future material benefit arising therefrom.

## **S. Confidential Information**

City reserves the right to make copies of a Proposer's submittal available for inspection and copying by members of the public (including Proposals which may contain information the Proposer regards as proprietary in nature), unless the City's legal counsel determines that the information which the Proposer regards as proprietary may be withheld pursuant to applicable provisions of the CPRA or other applicable state or federal law. In the event City proposes to disclose records containing information the Proposer has specifically identified as being proprietary and confidential, City shall notify the Proposer in writing of its intent to release such information and the Proposer shall have five (5) working days after City's issuance of its notice to give City written notice of Proposer's objection to the City's release of proprietary information. City will not release the proprietary information after receipt of the objection notice from the Proposer unless: (i) the objection notice is not received by the City until after the close of business on the 5<sup>th</sup> day following City's issuance of the notice of intent to disclose; (ii) the City is ordered to release the information by a court of competent jurisdiction; or (iii) the Proposer's objection notice fails to include a fully executed indemnification agreement wherein the Proposer agrees to indemnify, defend and hold harmless the City, and its elected and appointed officials, officers, directors, employees and agents from and against all liability, loss, cost or expense (including attorneys' fees) arising out of any legal action brought to compel the release of records containing the proprietary information which the Proposer wishes to withhold. Again, the Proposer must specifically identify the information it deems proprietary.

## **IV. TERMS AND CONDITIONS**

### **A. Certification**

By submitting a response to this RFP, Proposer certifies that it has fully read and understands this RFP and has full knowledge of the nature, scope and scale of services and tasks that are to be performed under this RFP. Proposer also certifies that its submittal was prepared without prior understanding, agreement or connection with any other submitting a submittal for this RFP, and is in all respects fair and without collusion or fraud, so that all Proposals will result from free, open and competitive proposing among all Proposers.

### **B. Reserving Rights**

The City reserves the right to reject any and all Proposals received as a result of this RFP. City's potential award of a contract will not be based on any single factor nor will it be based solely or exclusively on the lowest cost submittal. If a contract is awarded, it will be awarded to the Proposer who in the judgment of the City has presented an optimal balance of relevant experience, technical expertise, technological innovation, price, quality of service, work history and other factors which the City may consider relevant and important in determining which submittal is best for the City.

### **C. Assignment and Guarantee**

No assignment by the Proposer of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation

for any Proposer selected for contract negotiations.

**D. Financial Responsibility for Submittal Costs**

The City accepts no financial responsibility for any costs incurred by the Proposer in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received Proposals will not be returned to the Proposer.

**E. Clarification**

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed to Raul Alvarez, Assistant City Manager at [ralvarez@hpca.gov](mailto:ralvarez@hpca.gov). The City shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by the City. If a Proposer requests additional information or clarification from the City, the request and the City response shall be sent to all Proposers via fax or email.

**F. Discrimination**

The Proposer and all subcontractors must not discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

**G. Equal Opportunity**

During the performance of the contract, Proposer agrees to the following:

1. Proposer shall comply with all the requirements, where applicable, of the California Fair Employment Practice Commission and provisions of, when applicable, all federal, State of California, County of Los Angeles and City of Huntington Park laws and ordinances related to employment practices.

2. Proposer shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, age, handicap, national origin, or ancestry, except when such a condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Proposer. The Proposer agrees to post in conspicuous places, visible to both employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Proposer, in all solicitations or advertisements for employees, placed by, or on behalf of the Proposer, shall state that Proposer is an Equal Opportunity Employer.

**H. Indemnification**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorneys' fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind with regard to the preparation or presentation of a submittal in response to this RFP.

## **I. Gratuity Prohibition**

Proposer shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this submittal.

## **V. SCOPE OF SERVICES**

### **A. Introduction**

The City is requesting proposals from qualified Information Technology Services providers to develop, implement, and maintain On-Premises Database Hosting Services for a future management software that will serve as the primary management system for all City departments and staff. The City will specifically consider Proposers with qualifications and prior experience in providing similar Information Technology Services. Proposer will work with the City management and directors to implement such services. The services will be supervised by the City of Huntington Park's City Manager's office ("Administration"). The submittal shall demonstrate the Proposer's ability to perform the Scope of Services, and clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. If selected, the City and the Proposer will enter into negotiations for compensation under any Professional Services Agreement. The City's goals are to (1) provide the public with the best and most satisfactory performance of the requested Services, and (2) ensure that the City receives adequate benefit for the compensation provided.

### **B. Request For Proposals Objective**

The objective of this RFP is to establish a list of qualified Proposers to perform the Services listed for the Project. Upon selection of the Proposal that provides the best value or is the most advantageous to the City, the City may enter into negotiations with the winning Proposer for the terms of a Professional Services Agreement (hereinafter "Agreement"), exercisable at the sole discretion of City Manager's Office ("Administration"), to a Proposer who will accomplish the following:

- Develop, implement, and maintain secure On-Premises Database Hosting Services including conducting all system upgrades and security patches to the operating system and the software.
- Provide support and assistance for activities requiring advanced capabilities such as root or system privileges, assist the City with the initial creation of and modification of user accounts, allocation of database disk space quota, and other tasks that can only be accomplished by the server or database administrators.
- Provide backup and recovery services that will allow for recovery of files and data for up to thirty days. In addition, the proposer is responsible for maintaining server availability in accordance with the standard windows for scheduled maintenance and upgrade activities.
- Responsible for ongoing backup and recovery services that is separate from the existing backup services offered to avoid overlap and ensure good performance and successful backup jobs overnight.

- Responsible for implementing a dedicated development and test system. This system must be maintained at the same operating system and database release levels as the production server, and has the same backup/recovery, maintenance, and upgrade outage schedules as the production system.
- Provide all On-Premises Database Hosting Services including system database administration services such as backups, disaster recovery as well as server software and hardware management. Current supported platforms include Microsoft SQL Server.
- Responsible for services associated with ensuring that all individual Information Technology and Database components configured with or added to the Information Technology environment work together cohesively to achieve the intended results with regards to the City's Enterprise Resource Planning (ERP System -Munis) and the ability to perform its business operations.
- Provide a Database Administrator specialized in software to setup, configure and maintain databases. The Database Administrator will be responsible for capacity planning, installation, configuration, database design, migration, performance monitoring, security, troubleshooting, as well as backup and data recovery. The Development Administrator is required to be available to perform tasks remotely and onsite as needed.
- Provide all necessary hardware, labor, and ongoing maintenance for On-Premises Database Hosting Services.

### **C. Description of the Project**

City is seeking qualified and experienced Information Technology Services providers to develop, implement, and maintain On-premises Database Hosting Services in preparation for the installation of management software that will serve as the primary management system for all City departments and staff. The proposer will work directly with the management system provider to implement all aspects of the new system. The proposer will maintain records in compliance with all requirements of the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") Program Guidance available at (<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>).

### **D. Submittal Content**

Your written submittal in this RFP process will be the primary basis on which the City will consider its selection of the winning Proposer; therefore, Proposers should be as thorough and as detailed as possible when responding to each submittal item and assembling a submittal. In the written submittal, Proposers must include responses to ALL submittal items requested herein. Proposers will not be able to add or modify their Proposals after the submittal due date.

The City may deem a Proposal as non-responsive if the Proposer fails to provide all required documentation and copies, execute any necessary documents, or fails to provide a complete response prior to the submittal due date.

Proposals accepted by the City in writing constitutes a legally binding contract offer. It is requested that Proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

**E. Submittal Items**

Proposers are to submit complete, detailed responses to all the items below:

1. Ability to Perform Services

Each Proposer must demonstrate the experience, ability, and resources to provide the Services. All items submitted are subject to verification by the City. Each Proposer's responses must include information responsive to the following:

- i. Description of hardware, labor, or system services
  - ii. Exact Costs and quantities for each hardware, labor, or service
  - iii. Any ancillary expenditures such as warranties or annual costs such as Consumer Price Index increases
2. Background and Experience

Describe your or your company's background and experience in providing On-premises Database Hosting Services as described in this RFP. If this is a new company, partnership, or joint-venture formed to provide the Services, describe the background and qualifications of the key personnel that will be providing the Services. Please note this section pertains to your or your company's PAST experience and CURRENT operations, not the PROPOSED scope of services. Each Proposer's response must include information responsive to the following:

- i. Ownership Description
- ii. Description of proposing entity's experience in providing On-premises Database Hosting Services

**F. Contractual Provisions**

The following are selected contractual provisions which will be required of any Professional Services Agreement awarded for the Services. If selected as the best candidate, the Proposer must be willing and able to commit to Contractual Provisions, which will be negotiated between the selected Proposer and the City.

1. Term

The term of the Professional Services Agreement shall be from the Effective Date of the Agreement (hereinafter "Agreement") until December 31, 2027 (5 year term).

2. Insurance

The Proposer shall obtain, at its own cost, a policy of Commercial General Liability Insurance in the amount described below and satisfactory to the City. Such policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and must be filed with the City prior to exercising any right or performing any work pursuant to the Agreement. The Proposer shall be responsible to provide the following:

- i. Prior to the commencement of any services hereunder, the Proposer shall provide a certificate of insurance with original endorsements, as per City requirements, of the following insurance: Commercial General Liability Insurance covering third party liability risks, including contractual liability, in a minimum amount of \$1,000,000 combined single limit per occurrence and annual aggregate for bodily injury, personal injury, and property damage. The City shall be named as an additional insured on the policy.
- ii. Said policy shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty days prior notice has been given in writing to City. The Proposer shall give to City prompt and timely notice of claim made or suit instituted arising out of Proposer's operations hereunder.
- iii. The Proposer shall include all subcontractors as insured under its policies, or the Proposer shall furnish separate certificates and endorsements for each subcontractor. All coverage for such subcontractors shall be subject to the requirements stated herein.
- iv. Additional insurance such as professional errors & omissions insurance as may be required based on the selected Proposer's submittal components.
- v. Auto insurance in the amount of \$1,000,000 covering all personnel and vehicles.
- vi. Workers Compensation insurance as required by law.

### 3. Business Tax Registration Certificate

The selected Consultant will be required to demonstrate compliance with the City's business tax laws by acquiring/maintaining a Business Tax Registration Certificate or Certificate of Exemption. This certificate must be in force during the entire period of the Agreement.

## VI. EVALUATION AND AWARD

### A. Evaluation Process and Criteria

The City reserves the right to request additional information from any Proposer or conduct interviews in order to address and issues within their Proposals.

### B. Compliance with RFP Submission Requirements

The City will conduct a preliminary evaluation of all Proposals submitted by the deadline to determine compliance with submittal requirements and mandatory document submissions. Any Proposals received after the deadline or that materially deviate from

the RFP requirements may result in the Proposal being disqualified for non-responsiveness.

- Cover Letter
- Compliance Documents
- Submittal Items

### **C. Evaluation and Scoring Criteria of Submittal Items**

For the purposes of the evaluation, the responsive Proposals will be evaluated, ranked and scored based on the criteria below:

#### Proposed Services and Ability to Perform (50 points possible)

Each Proposal will be evaluated based on the quality and scope of the services offered by the Proposer. As presented the Proposal must demonstrate an understanding of the City's objectives and requirements as identified in this RFP, and meet or exceed the objectives and requirements, and demonstrate the ability and clear commitment to implement the components of the plan in a comprehensive and effective manner. Proposals will be evaluated for criteria that includes, but is not limited to:

- Financial ability to perform the services for the duration of the Contract Term
- Feasibility; potential to be completed within the proposed time and budget;
- Range of scope of services offered and the suitability of those services to fulfill the needs and objectives outlined in this RFP
- Quality of services, programs, hardware and software to be implemented if Proposer is awarded the Contract.
- Potential for the implementation of cost saving measures
- Any other information in the Proposal that may reflect on the quality of the proposed services or Proposer's ability to perform such services.

#### Prior Experience Providing Similar Services (10 points)

Each Proposer will be evaluated based on the prior experience it has in providing similar services to other businesses and public agencies. The scope and services performed under prior contract will be taken into consideration, as well as the Proposer's performance and how recently such services were performed.

#### Background and Qualifications (15 points possible)

Proposers will be evaluated on the basis of the overall experience and qualifications of the company as well as the qualifications of key personnel that will be assigned to perform the services. Evaluation criteria shall include, but not be limited to:

- Years and quality of experience in similar and relevant businesses;
- Proven performance of the proposing entity as a whole;
- Proven performance and qualifications/experience of each member of its proposed

management team;

- Demonstrated ability to successfully operate all aspects of a similar business;
- Track record of creative, innovative, resourceful management.
- Demonstrated awareness of applicable laws and requirements

Cost Proposal (25 points)

Each Proposal will be evaluated for the financial impacts associated with implementing the Proposal. Evaluation may include, but not be limited to:

- Monetary value; amount of investment;
- Potential to increase revenue and service, and decrease costs
- Costs associated with hardware and software
- Labor rates
- Annual costs, such as subscriptions or maintenance services, and any associated annual increases (such as Consumer Price Index based escalators)

**D. Evaluation and Recommendation**

1. Review of Proposals

Responsive Proposals will be scored in each of the criteria above and ranked according to scores. A comprehensive evaluation of the Proposals by a panel of City employees will be conducted.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each Proposer and any information contained in its submittal.

2. Project Submittal Evaluation Criteria

All Proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve as a basis to formulate the Director's recommendation, setting forth the reasons for recommendation in the City Council.

**VII. COMPLIANCE DOCUMENTS**

Previous compliance document Proposals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFP process, all Proposers are to review, complete, and submit the following compliance documents.

Additional information regarding some compliance documents may be available on the City website. If a Proposer requests additional information or clarification from the City, the request

and the City response shall be sent to all Proposers via fax or email. Exemptions from certain ordinances may also apply. The City reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process. The following compliance documents MUST be included with your submittal:

EXHIBIT A - FALSE CLAIMS FORM  
EXHIBIT B - CIVIL LITIGATION HISTORY

*Only the Proposer selected for award of the contract shall submit the following additional required items prior to execution of an Agreement with the City (Within 30 working days of notification by Department):*

### **VIII. SUBMITTAL**

Three (3) hard copies and one (1) electronic copy of the submittal shall be presented in an envelope or package. Hard copies should be bound and an electronic copy shall be provided on flash drive that will include the name of the Proposer and the title of the RFP. The electronic file shall be in Portable Document Format (PDF). The envelope shall bear the name, address, and telephone number of the individual or entity submitting the submittal and shall be addressed as follows:

Office of the City Clerk  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

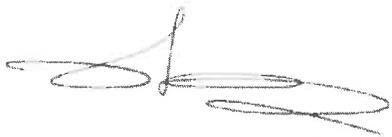
Proposals can be hand delivered or mailed to the address listed above. Proposals will not be accepted by fax or e-mail.

### **IX. STAFF CONTACT**

For inquiries, please contact Raul Alvarez, Assistant City Manager at [ralvarez@hpca.gov](mailto:ralvarez@hpca.gov).

#### **Issued by:**

CITY OF HUNTINGTON PARK  
CITY MANAGER'S OFFICE



---

Ricardo Reyes  
City Manager

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**EXHIBIT A**

**FALSE CLAIMS FORM  
CITY OF HUNTINGTON PARK  
City Hall  
6550 Miles Avenue  
Huntington Park, California 90255**

**False Claims / False Claims Act Certification  
Concessionaire Services**

Proposer shall provide either the certification requested below or the information requested on the next page. Failure to certify or provide the requested information may result in a determination that the Proposer is non-responsive and City may reject the submittal on this basis. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible and City may reject the submittal on this basis as well. "False Claims Act", as used herein, is defined as either or both the Federal False Claims Act, 31 U.S.C. section 3729 et seq., and the California False Claims Act, Government Code section 12650 et seq.

FALSE CLAIMS ACT CERTIFICATION

If the Proposer has no False Claims Act violations as described above, complete the following:

I \_\_\_\_\_, am the \_\_\_\_\_  
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a submittal to the City of Huntington Park, I hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(Month and year) (City and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Submittal  
on behalf of Proposer)

**FALSE CLAIMS ACT VIOLATIONS INFORMATION**

- (1) Date of Determination of Violation: \_\_\_\_\_
- (2) Identity of tribunal or court and case name or number, if any: \_\_\_\_\_
- (3) Government Contract or project involved: \_\_\_\_\_
- (4) Government agency involved: \_\_\_\_\_
- (5) Amount of fine imposed: \_\_\_\_\_
- (6) Exculpatory Information: \_\_\_\_\_

**DECLARATION**

I, am the \_\_\_\_\_  
(Print name of person responsible for submitting submittal) (Title with proposing entity)  
of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(Month and year) (City and state)

By \_\_\_\_\_  
(Signature of Person Responsible for Submitting Submittal  
on behalf of Proposer)

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**EXHIBIT B**

**CITY OF HUNTINGTON PARK  
6550 Miles Avenue  
Huntington Park, California 90255  
Civil Litigation History/Civil Litigation Certification  
Concessionaire Services**

Proposer shall provide either the certification requested below or information requested on the next page. Failure to provide such certification or information may result in a determination that the Proposer is nonresponsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the Proposer is not responsible. For the five (5) years preceding the date of submittal of this Submittal, identify any civil litigation arising out of the performance of a procurement contract within the State of California in which any of the following was a named plaintiff or defendant in a lawsuit brought by or against the entity soliciting Proposals: the Proposer submitting the instant Submittal, including any person who is an officer of, or in a managing position with, or has an ownership interest in, the entity submitting the Submittal. Do not include litigation which is limited solely to enforcement of mechanics' liens or stop notices. Provide on the following page labeled "Civil Litigation History Information:" (i) the name and court case identification number of each case, (ii) the jurisdiction in which it was filed, and (iii) the outcome of the litigation, e.g., whether the case is pending, a judgment was entered, a settlement was reached, or the case was dismissed.

**CIVIL LITIGATION CERTIFICATION**

**If the Proposer has no civil litigation history to report as described above, complete the following:**

I, am the \_\_\_\_\_  
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

In submitting a Submittal to the City of Huntington Park, I, hereby certify that neither Proposer nor any person who is an officer of, in a managing position with, or has an ownership interest in Proposer has been involved in civil litigation as described, above.

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(Month and year) (City and state)

By \_\_\_\_\_ (Signature of Person Responsible for Submitting  
Submittal on the behalf of Proposer).

**CIVIL LITIGATION HISTORY INFORMATION**

(1) Name of Case: \_\_\_\_\_

(2) Court case identification number: \_\_\_\_\_

(3) Jurisdiction in which case was filed: \_\_\_\_\_

(4) Outcome of the case: \_\_\_\_\_

(5) Name of Case: \_\_\_\_\_

(6) Court case identification number: \_\_\_\_\_

(7) Jurisdiction in which case was filed: \_\_\_\_\_

(8) Outcome of the case: \_\_\_\_\_

**DECLARATION**

I, am the \_\_\_\_\_  
(Print name of person responsible for submitting submittal) (Title with proposing entity)

of \_\_\_\_\_ (hereinafter, "Proposer").  
(Print Name of Proposing Entity)

I declare under penalty of perjury that the above information is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
(Month and year) (City and state)

By: \_\_\_\_\_  
(Signature of Person Responsible for Submitting Submittal on behalf of Proposer)