

# PUBLIC NOTICE

## City Council Work Session Agenda

City of Odessa  
City Hall, Council Chambers – 5<sup>th</sup> Floor  
411 W. 8<sup>th</sup> Street  
Odessa, TX.

Tuesday, March 28, 2023  
3:00 p.m.

In accordance with the Open Meetings Act, Chapter 551 of the Government Code of Texas, notice is hereby given to all interested persons that the City Council of the City of Odessa will have a Work Session at **3:00 p.m.** on **Tuesday, March 28, 2023** in the 5<sup>th</sup> Floor, Council Chambers, City Hall, 411 W. 8<sup>th</sup> Street, Odessa, Texas for the following purposes:

### SEE ATTACHED AGENDA

This notice is being posted on the bulletin board located outside the south entrance of the City Hall building and on the bulletin board of the first floor of City Hall, Odessa, Texas the \_\_\_\_\_ day of March 2023 at \_\_\_\_\_, \_\_\_\_ m. It is also posted on the City of Odessa's website [www.odessa-tx.gov](http://www.odessa-tx.gov). The said time being more than seventy-two (72) hours prior to the time at which the subject meeting will be convened and called to order.

City Council meetings are available to all persons regardless of disability. Individuals with disabilities who require assistance should contact the City Secretary's Office at (432) 335-3276, or 411 West 8<sup>th</sup> Street, First Floor, Odessa, Texas, during normal business hours at least twenty-four (24) hours in advance of the meeting.

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Norma Aguilar-Grimaldo, TRMC, CMC  
City Secretary



**City of Odessa  
City Hall, City Council Chambers – 5<sup>th</sup> Floor  
411 W. 8<sup>th</sup> Street  
Odessa, TX.**

**City Council Work Session Agenda  
March 28, 2023  
3:00 p.m.**

1. Call to Order Mayor Joven
2. Invocation Council member Matta
3. Presentation on Texas Rail Inland Port and discuss rail truck facility project.  
*Research on a prospect of a rail truck transload facility.* Taylor Rich
4. Presentation - Sports Complex Development Feasibility Study Findings/Recommendations.  
*A presentation regarding the completion of the Sports Complex Development Feasibility Study.* Matthew Christman
5. Discuss a bid award for food and beverage management at Ratliff Ranch Golf Course.  
*The bid award is for Linx Bar and Grill to do food and beverage management at Ratliff Ranch Golf Course.* Mathew Christman
6. Discuss terms for recycling agreement with Butts Recycling, Inc.  
*Council consideration of contract terms for recycling.* Thomas Kerr
7. Discuss renewal of Motorola Premier One Software.  
*This agenda item would authorize a 12 month maintenance contract renewal for the Motorola Solutions Premier One software for Public Safety, which includes Motorola Records and CAD software. The contract period is 4/1/2023 through 3/31/2024 at the amount of \$313,486.* Mike Parrish
8. Discuss replacement of technology equipment in public safety vehicles.  
*This agenda item would approve the replacement of laptops and corresponding technology/equipment in 60 public safety vehicles. Replacements include upgrading to newer Panasonic FZ-40 toughbook model, which includes modem with 5g wireless capabilities, and 32 GB of RAM. This cost also includes removal of old equipment, and installation labor.* Mike Parrish

9. Discuss remaining scheduled desktop/laptop replacements for 2023 fiscal year. Mike Parrish  
*This agenda item would approve the purchase of remaining technology needed to replace old/out of date equipment for the 2023 fiscal year. Such equipment includes laptops, desktops, and standard sized monitors.*
10. Discuss outlawing plastic bags used in stores. Agapito Bernal
11. Adjourn.

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

<b>Meeting Date</b> 3/28/2023	<b>Contact</b> Matthew Christman	<b>Department</b> Parks & Recreation	<b>Fiscal Impact?</b> No
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> No	<b>Item Type</b> Regular	<b>Fiscal Impact?</b> Presentation,

**CAPTION**

This presentation will take place at the March 28, 2023 Council Work Session.

Presentation - Sports Complex Development Feasibility Study Findings/Recommendations...

A Presentation from Synergy Sports Global on the completion of the Sports Complex Feasibility Study that Council approved to star on February 14th.

**SUMMARY**

This Presentation will be the completion of the Sports Complex Feasibility Study. We had over 3,000 individuals fill out the survey that was apart of this feasibility study. Synergy Sports Global will tell what the findings were from the survey. Apart of this discussion they will show concepts along with a rendering of what this complex might look like moving forward. They will also discuss what funding options are for this project. Synergy Sports Global will make recommendations on next steps moving forward.

**Comments/Other Departments, Boards, Commissions or Agencies**

BLURB

A presentation regarding the completion of the Sports Complex Development Feasibility Study.

**Supporting Documents**

Feasibility Study- Final Presentation- City Council- 03282023.pptx,



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# City Council Presentation

Sports Complex Feasibility

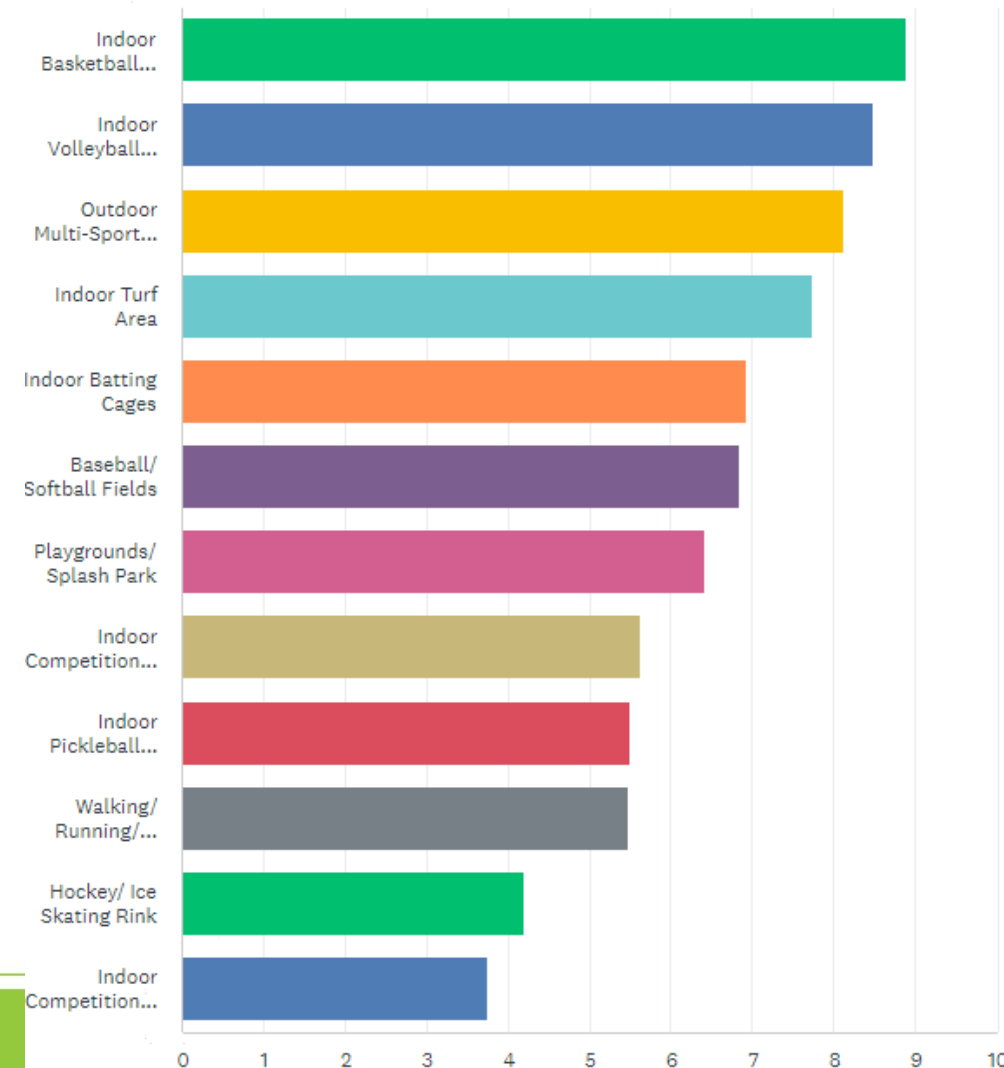
March 28, 2023

# Executive Summary- Demographics

- The Odessa Region is a viable location for an appropriately built indoor sports complex and complimentary field complex
  - There is a sufficient local market through Parks & Rec and Association programming to support the complex
  - There is a sufficient sub-regional market to support less frequent programs, tournaments, and events
  - There is a sufficient regional market to support larger indoor and outdoor tournaments and events
  - Leveraging current City fields expand the potential for larger tournaments and significant economic impact

# Executive Summary- Community Survey

- Community participation was extraordinary, with over 3100 survey responses
- Survey response ranking did not change from previous
- Majority of responses came from Districts 2 and 4. Ideal facility location based on the survey was also District 2 or 4
- Non-sport amenities were of low importance



# Executive Summary- Location

- Four potential site locations were assessed, based on:
  - Location relative to current population
  - Future development patterns
  - City-owned land vs. privately owned land
  - Proximity of infrastructure
  - Demographics
  - Proximity of retail, hospitality, family entertainment, and restaurants
- Locations were:
  - City-owned land at I-20 and HWY 385 (Near County Jail)
  - Private land at I-20 and HWY 338 (Flying J)
  - Private land known as the McKnight Family Ranch (located behind Home Depot)
  - Private land known as the Parks-Bell Ranch at the end of Faudree Rd.
- Pros and cons of each were outlined with a final ranking and recommendation



# Facility Design

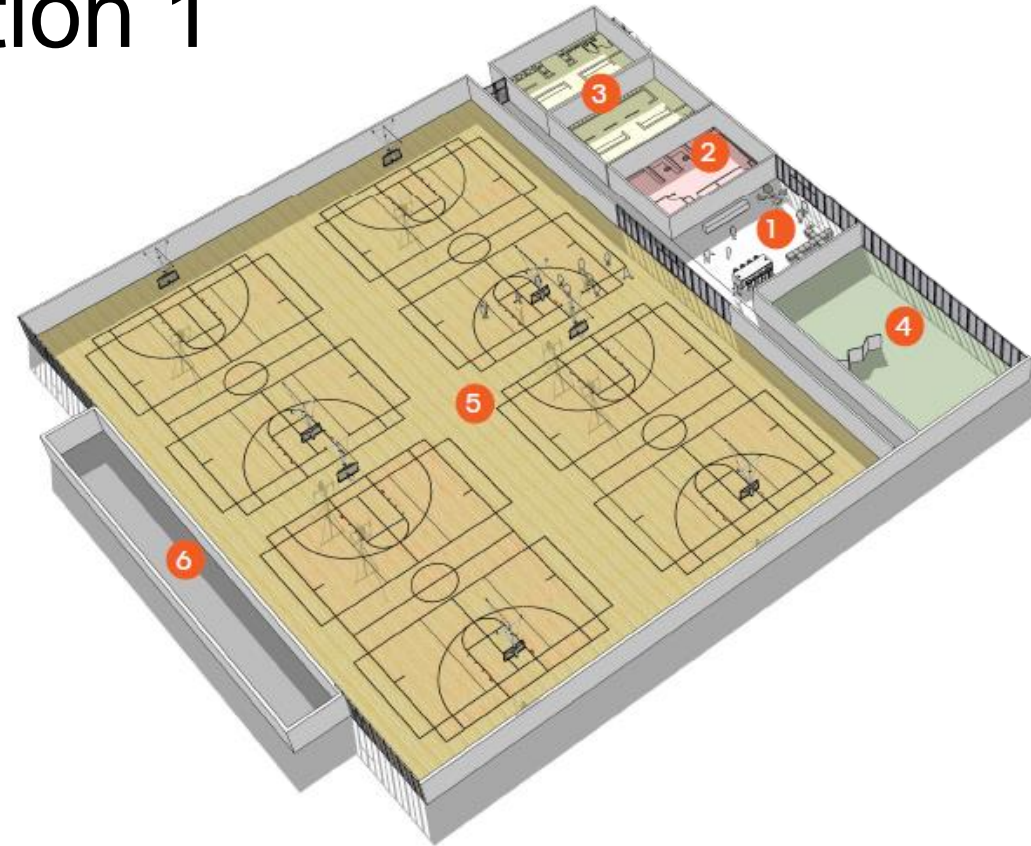
- It was determined that the ideal design of an indoor facility:
  - Is efficiently built to maximize functionality
  - Includes 4-6 courts
  - Has adequate space for non-sports events
  - Includes the ability to evolve into other sports (i.e. drop in a portable indoor track) within the same space
- Role of Ice Sports
  - Hockey, figure skating, and ancillary programs can have a place as part of an indoor facility
  - Recommendation is to build 1-2 rinks as part of a later phase
    - The city cannot currently support the construction or operational costs of a rink
    - Construction cost estimate: \$10MM- first sheet; \$8M- second sheet
    - Annual operating expenses: \$600,000/ year for first sheet; \$1MM- \$1.2MM/ year for second sheet
  - Identify a sublease tenant/ operator is that will offset any construction/ operating costs
  - No operating model produced positive net income or profitability in the first 5 years with the inclusion of ice
- Outdoor Fields
  - Cloverleaf of 300' baseball/ softball fields with premier amenities
  - Four (4) multi-sport flat fields that can benefit from shared parking and amenities
  - Youth play spaces

# Facility Design- Option 1

## Phase 1 Plan

46,000 square feet

1. Main Entry Lobby
2. Admin Offices
3. Locker Rooms
4. Multi-purpose Rooms
5. Gymnasium (4 HS Bball Courts)  
(8 Vball Courts)
6. Storage



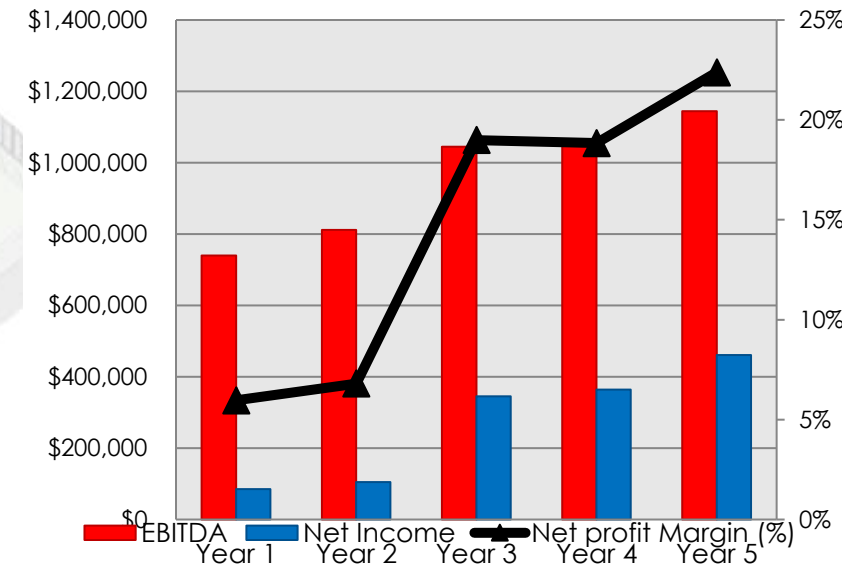
Cost: \$9.2M

\* Rinks as part of a later phase

# Facility Design- Option 1 (Indoor Only)

	Year 1	Year 2	Year 3	Year 4	Year 5
In-House Programming	\$64,425	\$67,980	\$75,090	\$75,090	\$82,200
Tournament Revenue	\$469,952	\$469,952	\$618,656	\$637,792	\$671,360
Rental Revenue	\$321,948	\$366,498	\$443,322	\$507,672	\$527,472
Facility Memberships	\$60,000	\$68,402	\$77,091	\$78,962	\$80,878
Corp Events	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
B'day Parties/ Camps & Clinics	\$87,200	\$138,400	\$176,800	\$196,800	\$256,000
Guest Day Passes	\$18,750	\$22,500	\$25,000	\$31,250	\$37,500
Sponsorship Revenue	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000
<b>Total Revenues</b>	<b>\$1,426,275</b>	<b>\$1,537,732</b>	<b>\$1,819,959</b>	<b>\$1,931,566</b>	<b>\$2,059,410</b>
Total Direct Cost	(\$282,325)	(\$316,264)	(\$348,579)	(\$436,980)	(\$462,284)
<b>Gross profit</b>	<b>\$1,143,950</b>	<b>\$1,221,467</b>	<b>\$1,471,380</b>	<b>\$1,494,586</b>	<b>\$1,597,126</b>
Gross Profit Margin (%)	80%	79%	81%	77%	78%
Total Other Expenses	(\$404,378)	(\$410,330)	(\$426,632)	(\$439,278)	(\$452,995)
<b>EBITDA</b>	<b>\$739,572</b>	<b>\$811,137</b>	<b>\$1,044,748</b>	<b>\$1,055,308</b>	<b>\$1,144,130</b>
Depreciation	(\$117,583)	(\$176,375)	(\$176,375)	(\$176,375)	(\$176,375)
Interest Expense	(\$536,975)	(\$530,118)	(\$522,837)	(\$515,108)	(\$506,901)
Interest Income	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>\$85,013</b>	<b>\$104,644</b>	<b>\$345,536</b>	<b>\$363,825</b>	<b>\$460,854</b>
Net profit Margin (%)	6%	7%	19%	19%	22%

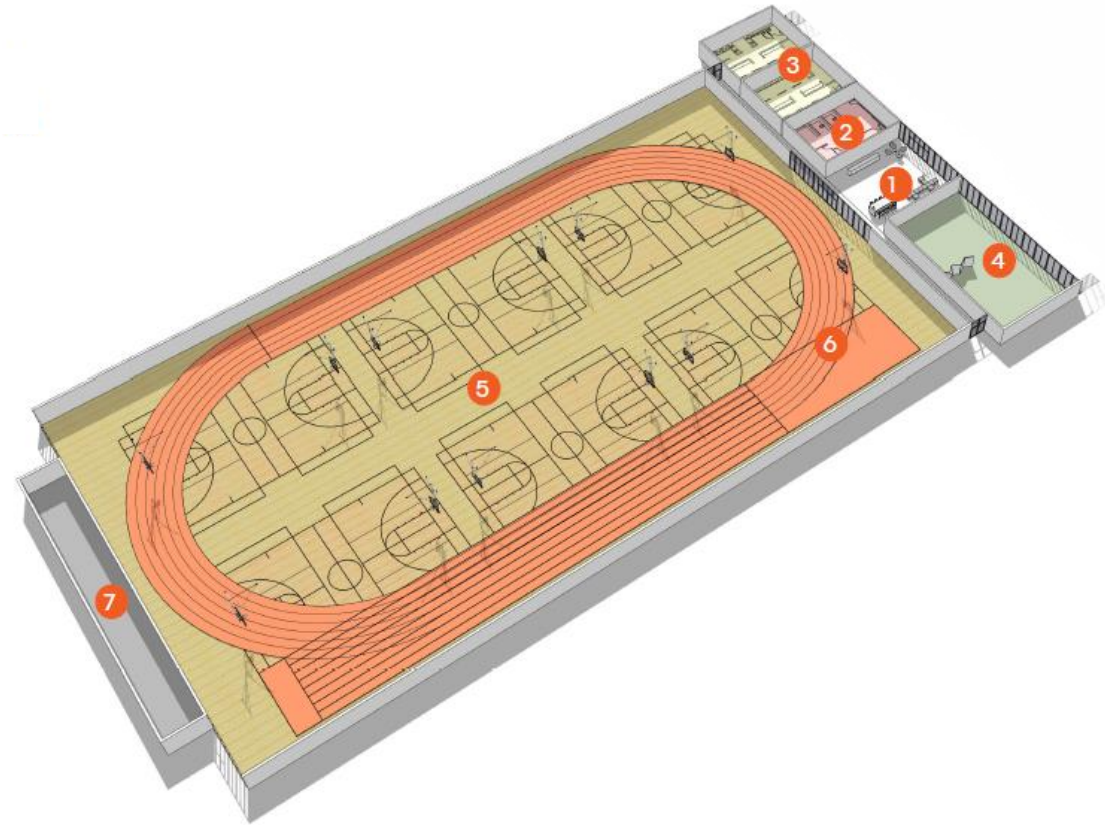
Gross Profit, EBITDA, Net Income



# Facility Design- Option 1 (Alt.)- Portable Indoor Track

## Phase 1 Alternate Plan Temporary 200m track 70,000 square feet

1. Main Entry Lobby
2. Admin Offices
3. Locker Rooms
4. Multi-purpose Rooms
5. Gymnasium (6 HS Bball Courts)  
(12 Vball Courts)
6. 200m Temporary Track
7. Storage

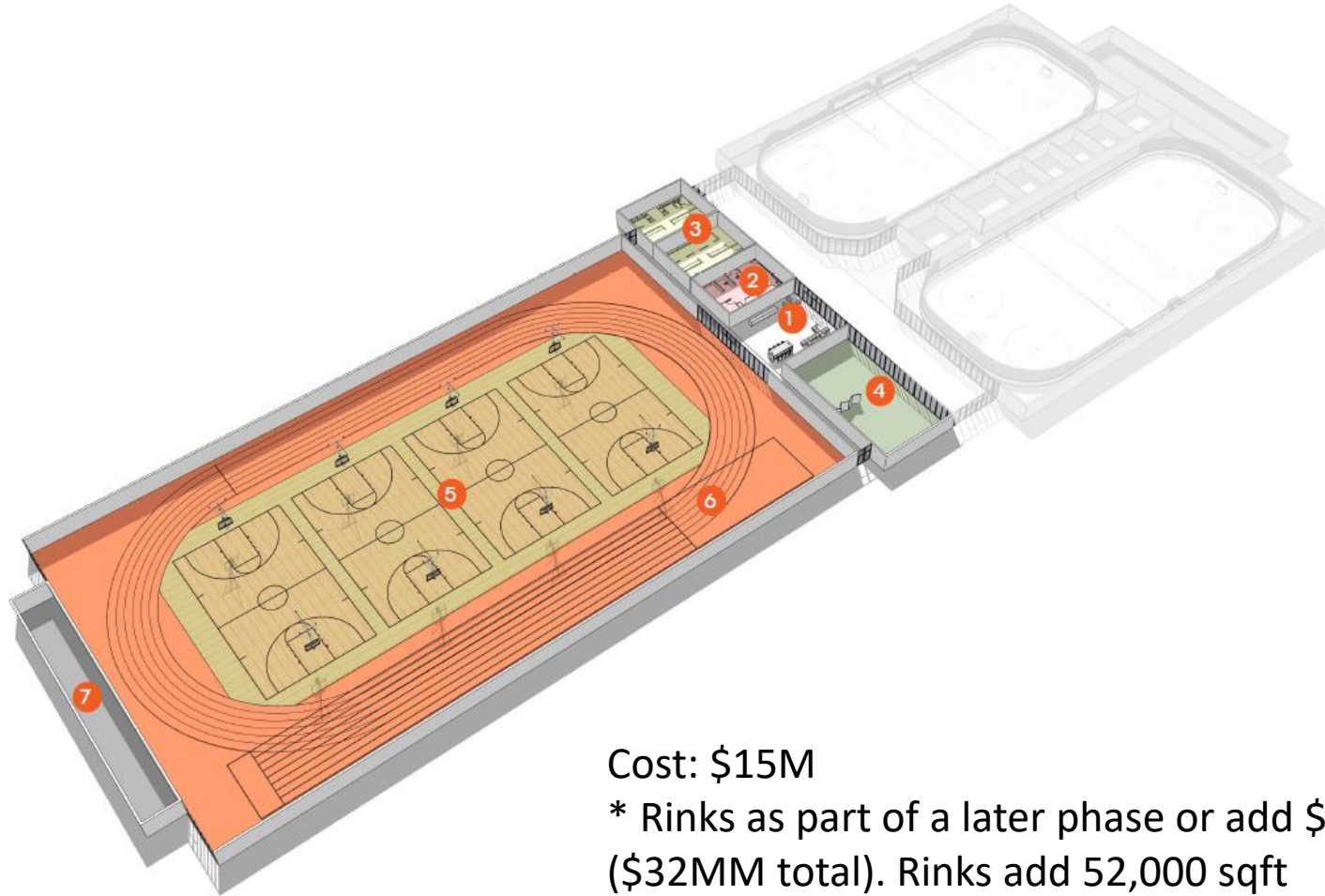


Cost: \$14M + \$1.5M for Track  
\* Track can be purchased later  
\* Rinks as part of a later phase  
\* Not profitable until Year 4

# Facility Design- Option 1 (Alt.)- Permanent Track + 2 Sheets of Ice

## Phase 1 Alternate Plan Permanent 200m track 70,000 square feet

1. Main Entry Lobby
2. Admin Offices
3. Locker Rooms
4. Multi-purpose Rooms
5. Gymnasium (4 HS Bball Courts)  
(4 Vball Courts)
6. 200m Temporary Track
7. Storage



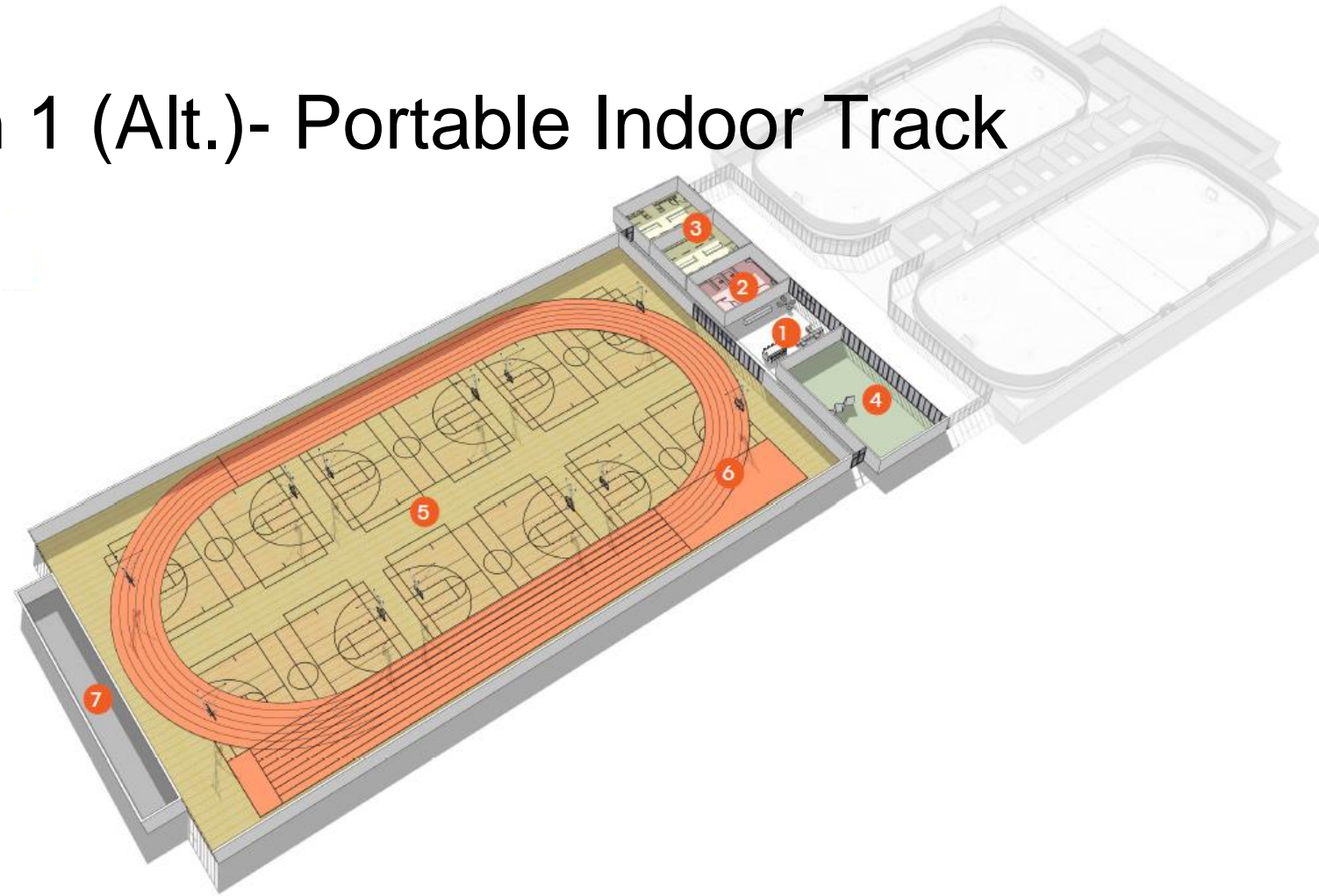
Cost: \$15M

\* Rinks as part of a later phase or add \$18M  
(\$32MM total). Rinks add 52,000 sqft

# Facility Design- Option 1 (Alt.)- Portable Indoor Track + 2 Sheets of Ice

## Phase 1 Alternate Plan Temporary 200m track 70,000 square feet

1. Main Entry Lobby
2. Admin Offices
3. Locker Rooms
4. Multi-purpose Rooms
5. Gymnasium (6 HS Bball Courts)  
(12 Vball Courts)
6. 200m Temporary Track
7. Storage



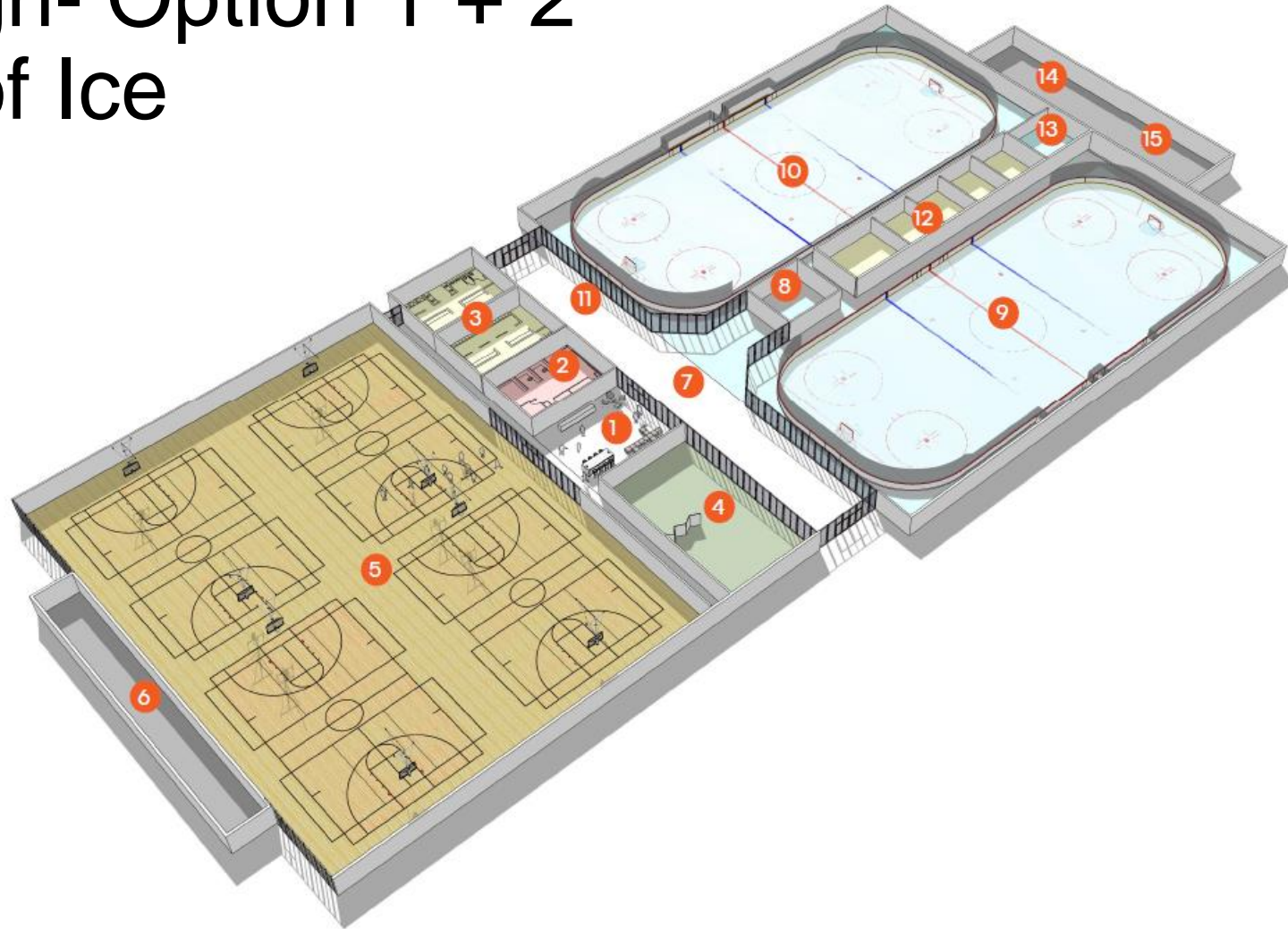
Cost: \$30M + \$1.5M for Track  
\* Track can be purchased later

# Facility Design- Option 1 + 2

## Sheets of Ice

98,000 square feet

1. Main Entry Lobby
2. Admin Offices
3. Locker Rooms
4. Multi-purpose Rooms
5. Gymnasium (4 HS Bball Courts)  
(8 Vball Courts)
6. Storage
7. New Main Entry Concourse
8. Skate Rental
9. Rink 1
10. Rink 2
11. Food Court/Viewing
12. Team Locker Rooms
13. Storage
14. Ice Plants

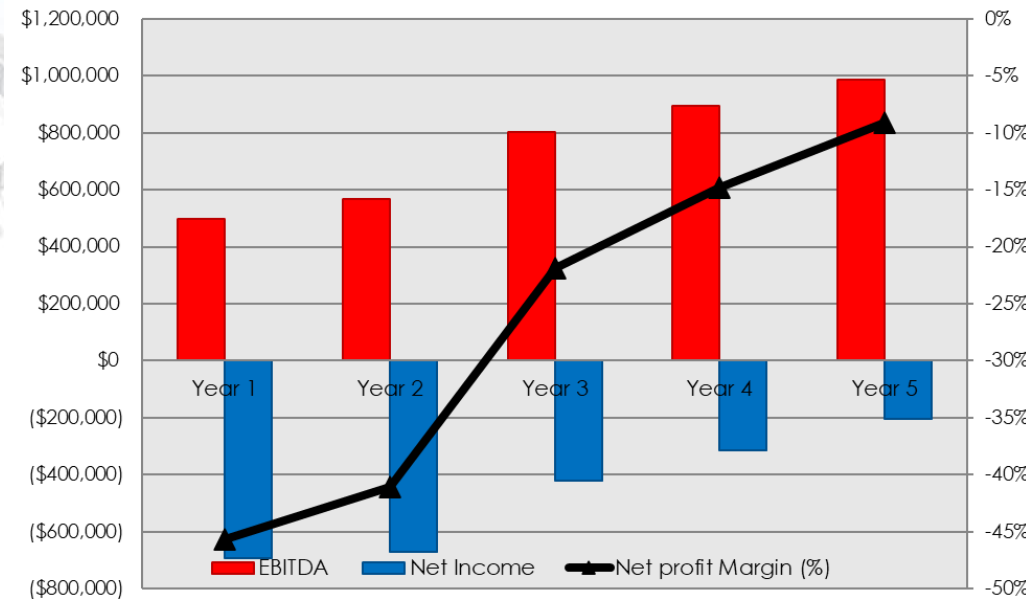


Cost: \$24.8M

# Facility Design- Option 1 + 2 Sheets of Ice

	Year 1	Year 2	Year 3	Year 4	Year 5
In-House Programming	\$64,425	\$67,980	\$75,090	\$75,090	\$82,200
Tournament Revenue	\$469,952	\$469,952	\$618,656	\$637,792	\$671,360
Rental Revenue	\$321,948	\$366,498	\$443,322	\$507,672	\$527,472
Facility Memberships	\$60,000	\$68,402	\$77,091	\$78,962	\$80,878
Corp Events	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
B'day Parties/ Camps & Clinics	\$87,200	\$138,400	\$176,800	\$196,800	\$256,000
Guest Day Passes	\$18,750	\$22,500	\$25,000	\$31,250	\$37,500
Sponsorship Revenue	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000
<b>Total Revenues</b>	<b>\$1,517,675</b>	<b>\$1,629,132</b>	<b>\$1,916,359</b>	<b>\$2,114,366</b>	<b>\$2,247,210</b>
Total Direct Cost	(\$282,325)	(\$316,264)	(\$348,579)	(\$436,980)	(\$462,284)
<b>Gross profit</b>	<b>\$1,235,350</b>	<b>\$1,312,867</b>	<b>\$1,567,780</b>	<b>\$1,677,386</b>	<b>\$1,784,926</b>
Gross Profit Margin (%)	81%	81%	82%	79%	79%
Total Other Expenses	(\$736,389)	(\$745,641)	(\$765,386)	(\$783,299)	(\$800,526)
<b>EBITDA</b>	<b>\$498,961</b>	<b>\$567,226</b>	<b>\$802,394</b>	<b>\$894,087</b>	<b>\$984,399</b>
Depreciation	(\$117,583)	(\$176,375)	(\$176,375)	(\$176,375)	(\$176,375)
Interest Expense	(\$1,073,951)	(\$1,060,236)	(\$1,045,675)	(\$1,030,215)	(\$1,013,803)
Interest Income	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>(\$692,573)</b>	<b>(\$669,384)</b>	<b>(\$419,655)</b>	<b>(\$312,504)</b>	<b>(\$205,778)</b>
Net profit Margin (%)	-46%	-41%	-22%	-15%	-9%

Gross Profit, EBITDA, Net Income





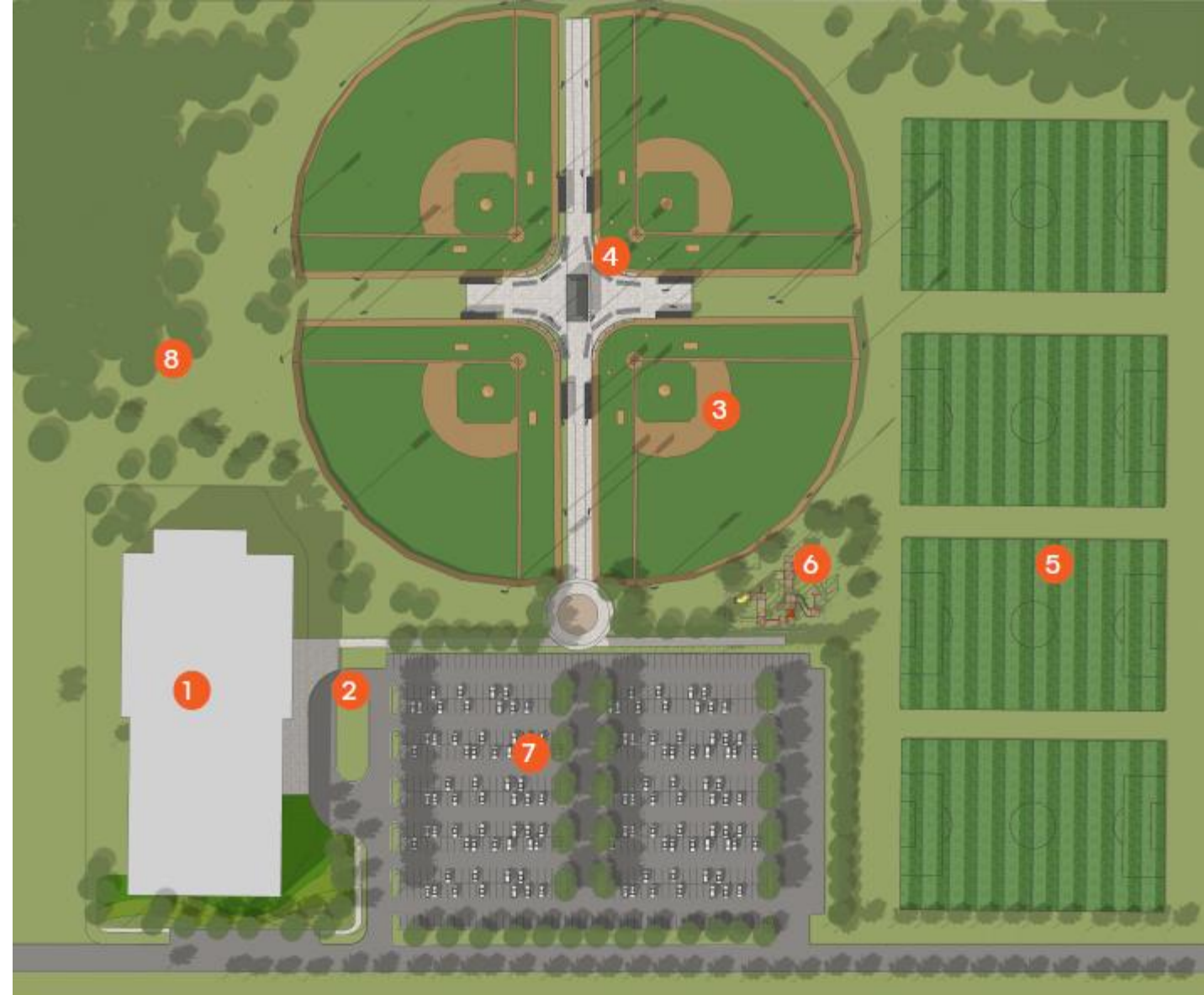
# Incorporation of Fields

## Key:

1. Indoor Sport Training Complex
2. Entry/Drop-off
3. 300' Baseball/Sofball Fields (4)
4. Restroom/Concession Building
5. 60yd x 120yd Multipurpose Fields
6. Playground
7. Parking
8. Expansion Area

Cost for Field

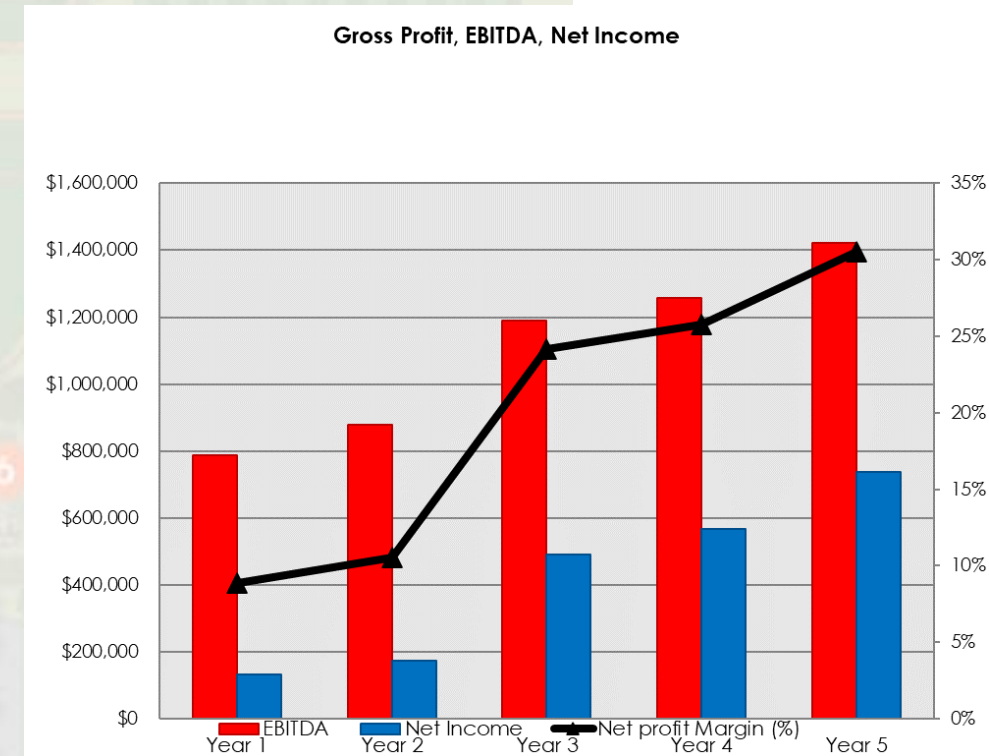
Components: \$10MM



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# Incorporation of Fields (Option 1 as Indoor Facility Option)

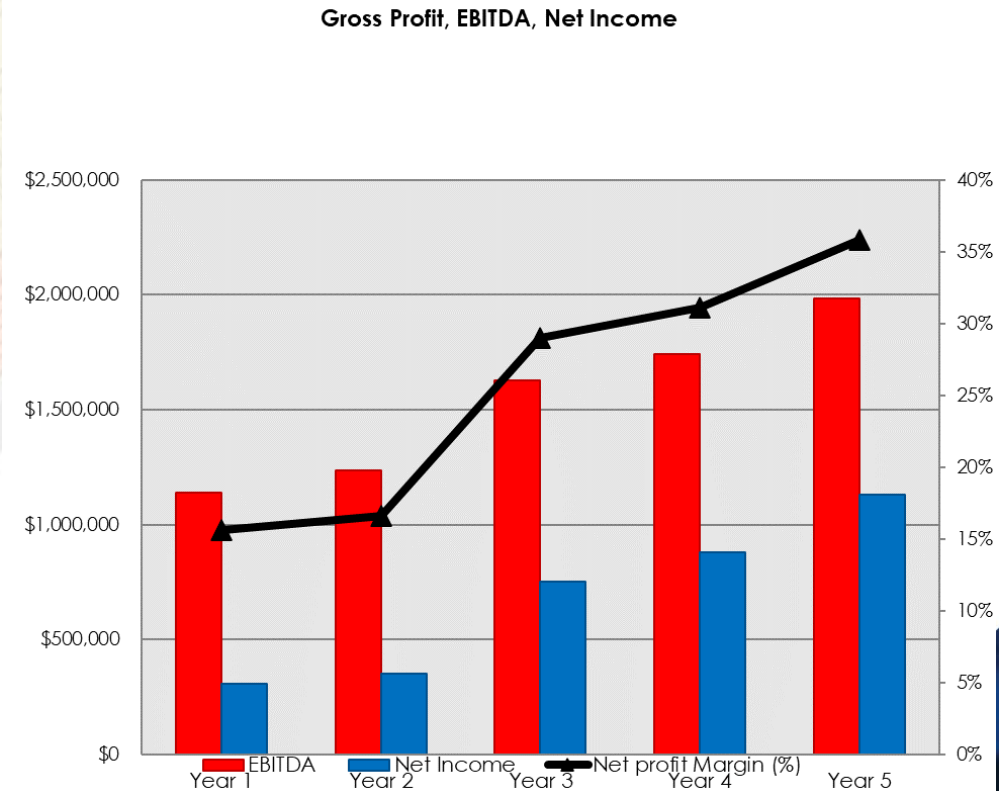
	Year 1	Year 2	Year 3	Year 4	Year 5
Court/ Field Rentals and Pickup Basketball	\$46,505	\$50,060	\$66,130	\$66,130	\$82,200
Tournament Revenue	\$469,952	\$469,952	\$618,656	\$637,792	\$671,360
Rental Revenue	\$393,228	\$461,538	\$585,882	\$650,232	\$717,552
Facility Memberships	\$60,000	\$68,402	\$77,091	\$78,962	\$80,878
Corp Events	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
B'day Parties/ Camps & Clinics	\$100,800	\$158,400	\$236,800	\$316,800	\$416,000
Guest Day Passes	\$18,750	\$22,500	\$25,000	\$31,250	\$37,500
Sponsorship Revenue	\$366,000	\$366,000	\$366,000	\$366,000	\$366,000
<b>Total Revenues</b>	<b>\$1,505,235</b>	<b>\$1,646,852</b>	<b>\$2,025,559</b>	<b>\$2,197,166</b>	<b>\$2,421,490</b>
Total Direct Cost	(\$310,837)	(\$354,280)	(\$405,603)	(\$494,004)	(\$538,316)
<b>Gross profit</b>	<b>\$1,194,398</b>	<b>\$1,292,571</b>	<b>\$1,619,956</b>	<b>\$1,703,162</b>	<b>\$1,883,174</b>
Gross Profit Margin (%)	79%	78%	80%	78%	78%
Total Other Expenses	(\$406,115)	(\$412,731)	(\$431,155)	(\$445,121)	(\$460,961)
<b>EBITDA</b>	<b>\$788,283</b>	<b>\$879,840</b>	<b>\$1,188,801</b>	<b>\$1,258,041</b>	<b>\$1,422,212</b>
Depreciation	(\$117,583)	(\$176,375)	(\$176,375)	(\$176,375)	(\$176,375)
Interest Expense	(\$536,975)	(\$530,118)	(\$522,837)	(\$515,108)	(\$506,901)
Interest Income	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>\$133,724</b>	<b>\$173,348</b>	<b>\$489,589</b>	<b>\$566,558</b>	<b>\$738,936</b>
Net profit Margin (%)	9%	11%	24%	26%	31%



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# Incorporation of Fields (Option 1 Alt. as Indoor Facility Option)

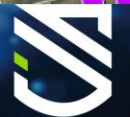
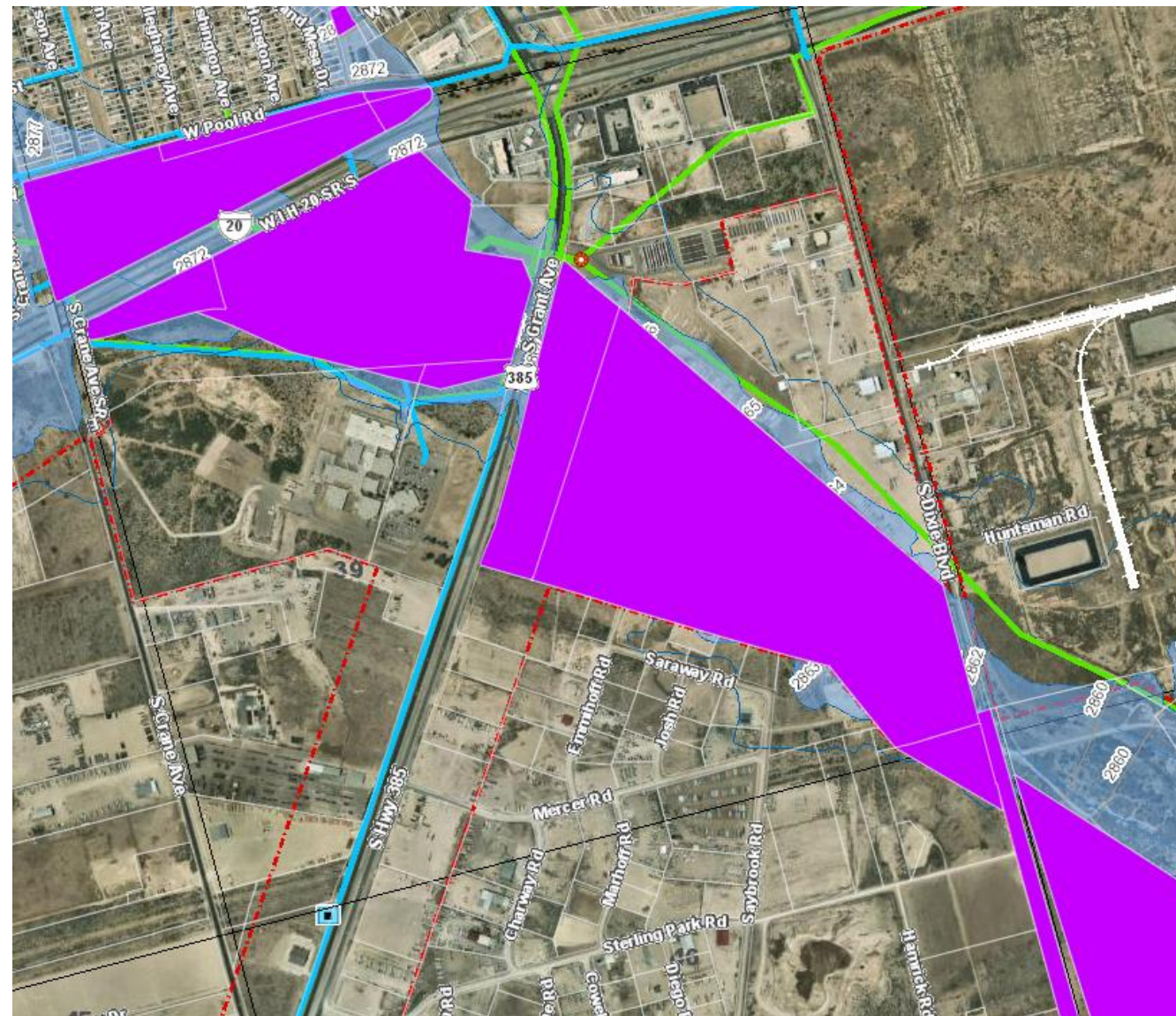
	Year 1	Year 2	Year 3	Year 4	Year 5
Court/ Field Rentals and Pickup Basketball	\$64,425	\$67,980	\$88,530	\$88,530	\$109,080
Tournament Revenue	\$899,152	\$899,152	\$1,135,400	\$1,194,080	\$1,328,352
Rental Revenue	\$393,228	\$461,538	\$585,882	\$650,232	\$717,552
Facility Memberships	\$78,000	\$88,922	\$100,218	\$102,650	\$105,141
Corp Events	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
B'day Parties/ Camps & Clinics	\$100,800	\$158,400	\$236,800	\$316,800	\$416,000
Guest Day Passes	\$18,750	\$22,500	\$25,000	\$31,250	\$37,500
Sponsorship Revenue	\$354,000	\$354,000	\$354,000	\$354,000	\$354,000
Parking Revenue	\$12,000	\$12,000	\$24,000	\$36,000	\$36,000
<b>Total Revenues</b>	<b>\$1,970,355</b>	<b>\$2,114,492</b>	<b>\$2,599,830</b>	<b>\$2,823,542</b>	<b>\$3,153,625</b>
Total Direct Cost	(\$413,127)	(\$457,326)	(\$528,680)	(\$623,245)	(\$693,611)
<b>Gross profit</b>	<b>\$1,557,228</b>	<b>\$1,657,166</b>	<b>\$2,071,150</b>	<b>\$2,200,297</b>	<b>\$2,460,014</b>
Gross Profit Margin (%)	79%	78%	80%	78%	78%
Total Other Expenses	(\$416,348)	(\$423,019)	(\$443,789)	(\$458,901)	(\$477,068)
<b>EBITDA</b>	<b>\$1,140,881</b>	<b>\$1,234,147</b>	<b>\$1,627,361</b>	<b>\$1,741,396</b>	<b>\$1,982,946</b>
Depreciation	(\$117,583)	(\$176,375)	(\$176,375)	(\$176,375)	(\$176,375)
Interest Expense	(\$715,967)	(\$706,824)	(\$697,116)	(\$686,810)	(\$675,868)
Interest Income	\$0	\$0	\$0	\$0	\$0
<b>Net Income</b>	<b>\$307,330</b>	<b>\$350,948</b>	<b>\$753,869</b>	<b>\$878,211</b>	<b>\$1,130,702</b>
Net profit Margin (%)	16%	17%	29%	31%	36%





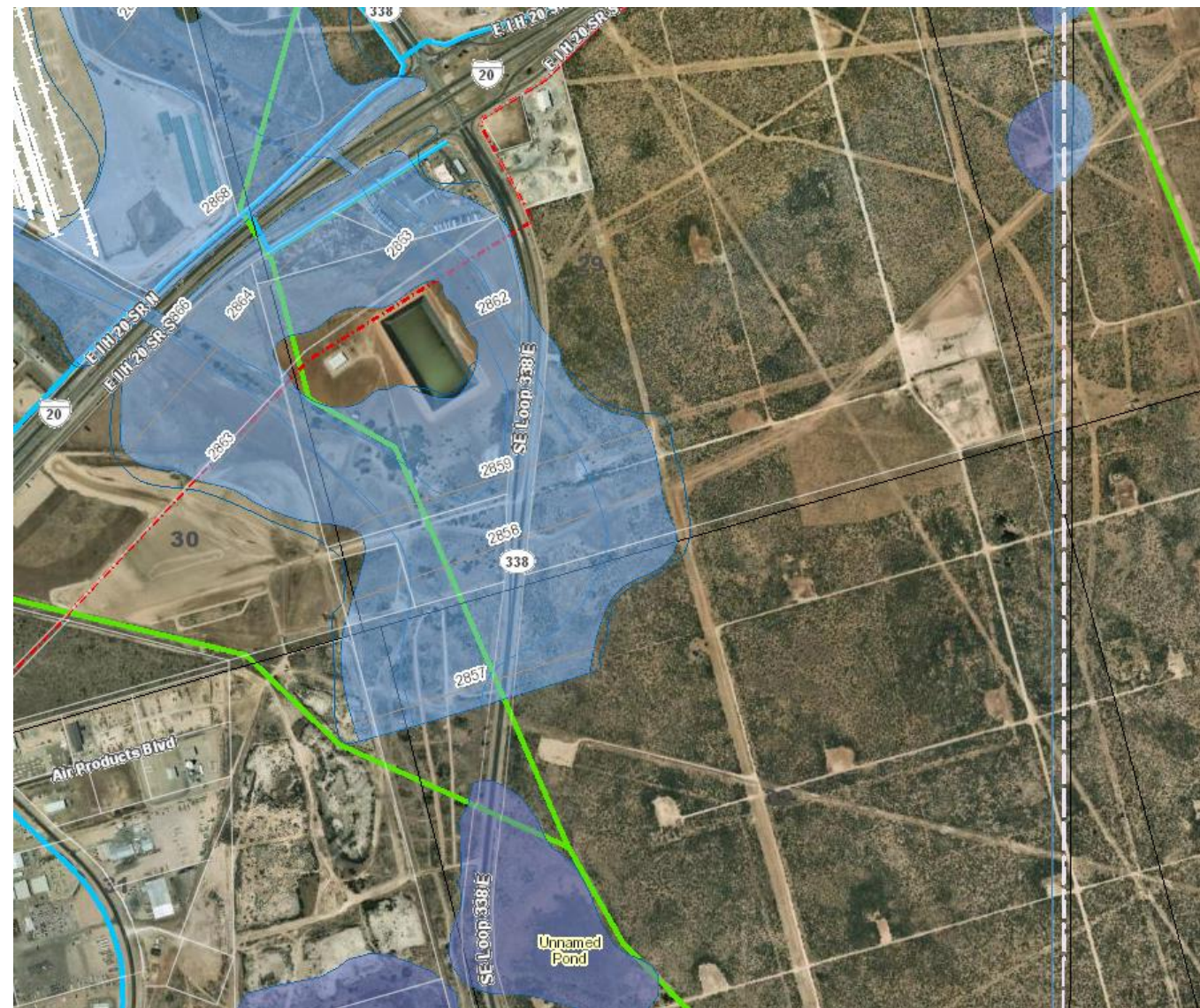
# Site Options

- Option 1: I-20 and Hwy 385
- Pros
  - City-Owned
  - Infrastructure in place
- Cons
  - Majority of site in a flood plain
  - Unable to develop indoor facility
    - 1ac. Available
  - Proximity to Sherriff's office/ Jail
  - South of City
    - Limited future development



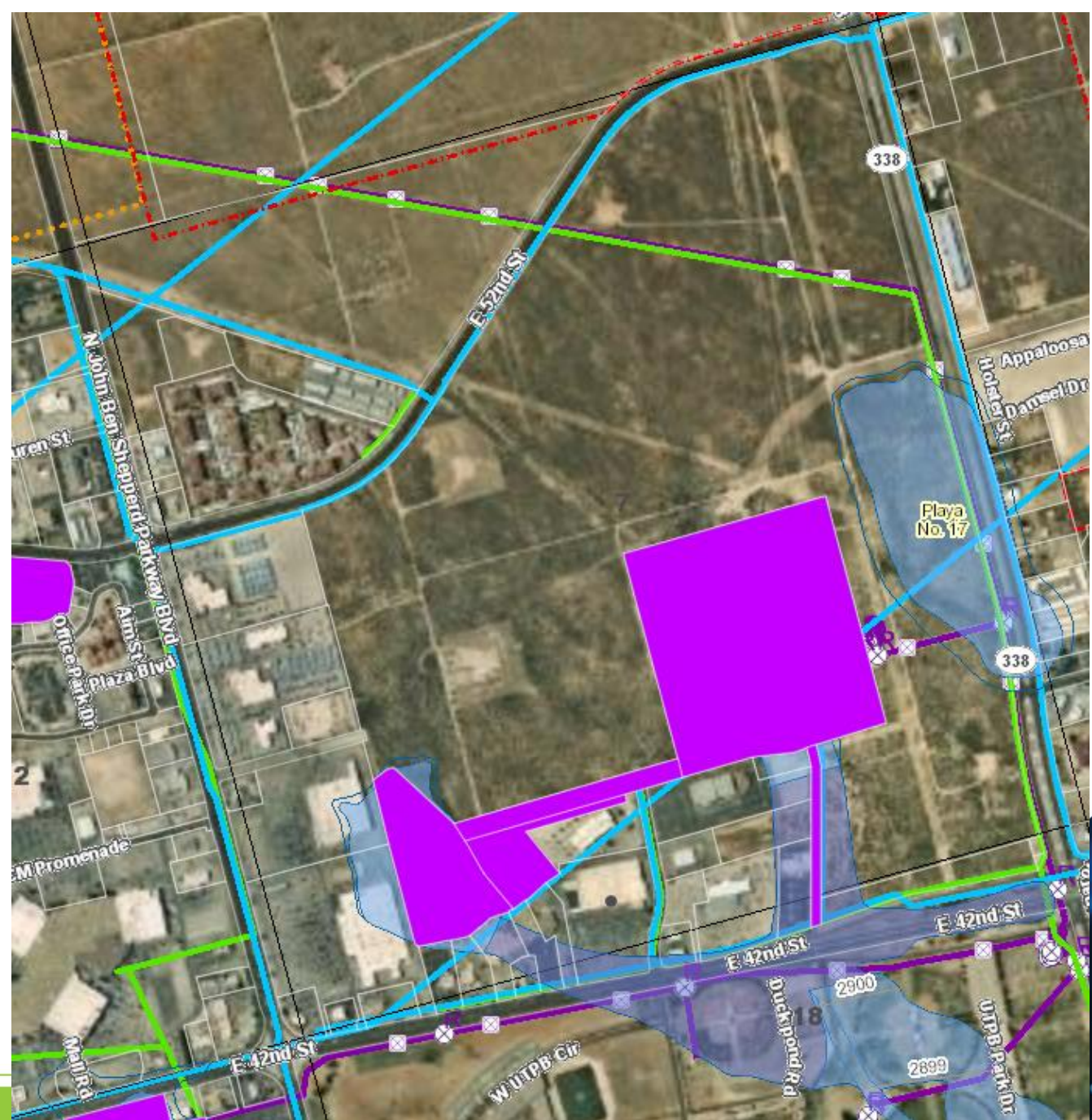
# Site Options

- Option 2: I-20 and Hwy 338
- Pros
  - Infrastructure in place
- Cons
  - Majority of site in a flood plain
  - Located in an Industrial area
    - Limited future development



# Site Options

- Option 3: McKnight Family Ranch
- Pros
  - Adequate size
  - Infrastructure in place
  - Proximity to amenities
  - Partially owned by the City
- Cons
  - Section of site in a flood plain
  - Privately owned by McKnight Family (potential acquisition cost)
  - Houston Trust owns Mineral Rights



# Site Options

- Option 4: Parks-Bell Ranch
- Pros
  - Adequate size
  - Proximity to future amenities
  - Path of current/ future development
  - Partially owned by the City
- Cons
  - Limitation to current utilities
  - Limited amenities
  - Privately owned (potential acquisition cost )





# Facility Design Recommendation

- Develop Indoor Facility Option 1 Alt. Initially (to account for future indoor track possibility and include 6 courts; Approx. \$14MM)
- Develop Outdoor Fields as Phase II or as part of Phase I with Association Use Agreements
  - Additional \$10MM to develop fields
- Develop Parks & Rec programs to complement Association Programs
- Consider ice rinks as part of a future phase given capital commitment from outside partners, sponsorship agreements, and/ or sublease agreement with a viable operator
  
- Recommended site ranking:
  1. Parks-Bell Ranch
  2. McKnight Family Ranch
  3. I-20 and 338
  4. I-20 and 385

# Visitor Impact

Assuming development of Option 1 (Alt.) of the Indoor Facility + development of the baseball/ softball and soccer fields:

- Projected Total Visitors: 150,000- 200,000
- Projected Unique Visitors: 100,000- 140,000
- Projected number of hotel room nights: 15,000- 20,000



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# Economic Impact

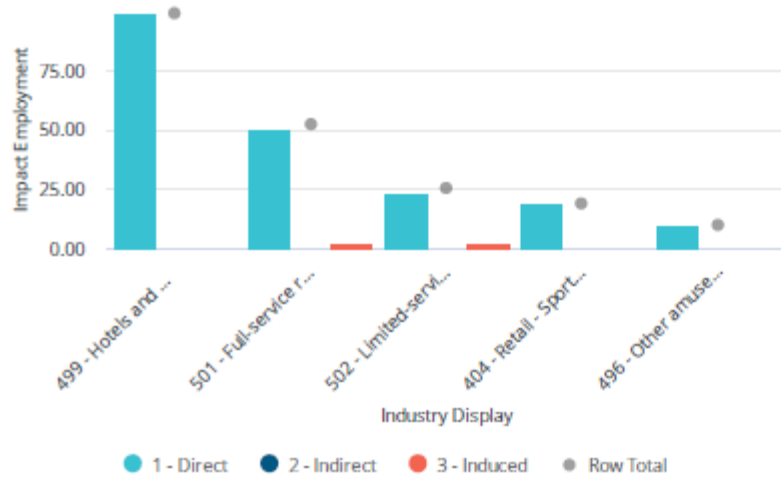
### Economic Indicators by Impact

Impact	Employment	Labor Income	Value Added	Output
1 - Direct	211.30	\$7,542,698.83	\$11,490,456.60	\$18,765,767.59
2 - Indirect	36.76	\$2,648,878.44	\$4,430,991.33	\$7,096,876.63
3 - Induced	30.16	\$1,654,390.49	\$3,009,784.34	\$4,762,391.58
<b>Totals</b>	<b>278.22</b>	<b>\$11,845,967.75</b>	<b>\$18,931,232.28</b>	<b>\$30,625,035.80</b>

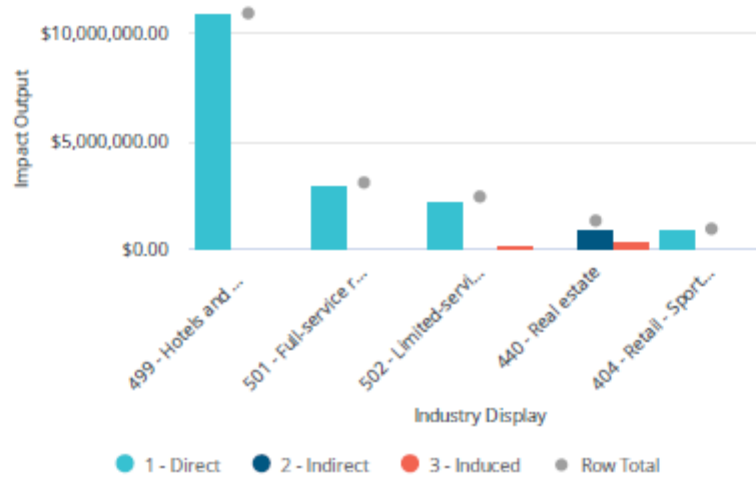
### Tax Results

Impact	Sub County...	Sub County...	County	State	Federal	Total
1 - Direct	\$232,382.71	\$0.00	\$361,845.11	\$663,821.00	\$1,451,001.81	\$2,709,050.64
2 - Indirect	\$45,469.05	\$0.00	\$70,562.94	\$158,396.43	\$517,974.28	\$792,402.70
3 - Induced	\$42,876.99	\$0.00	\$66,701.40	\$132,719.22	\$335,592.43	\$577,890.03
<b>Totals</b>	<b>\$320,728.75</b>	<b>\$0.00</b>	<b>\$499,109.45</b>	<b>\$954,936.65</b>	<b>\$2,304,568.51</b>	<b>\$4,079,343.36</b>

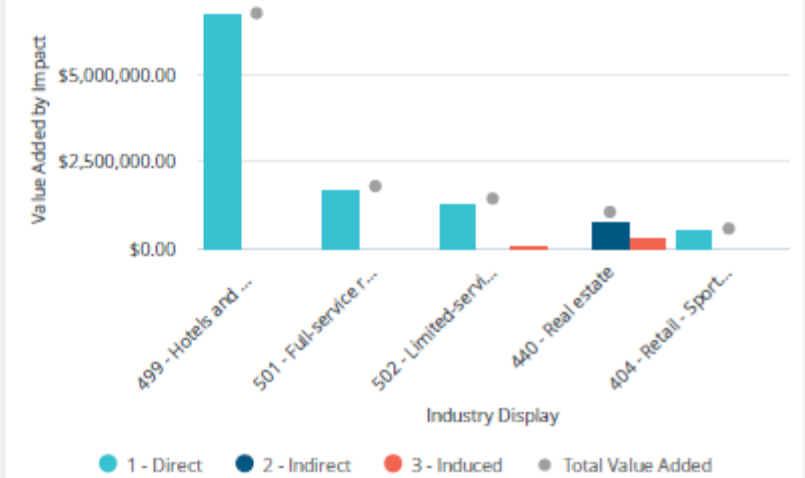
### Top 5 Employment Industries



### Top 5 Output Industries



### Top 5 Value Added Industries



# Funding Options

- A Public Private Partnership/ leaseback is the preferred funding option, given the general resistance to a tax increase or issuance of a Bond
- The City would provide some capital assistance, possible tax incentives, infrastructure development, and cover some pre-development costs to a private developer partner
- The private developer would develop the mutually agreed-upon project, bringing any required capital, experience, and expertise
- Project would be developed as a private project
- The private developer would be responsible for selecting the Professional Services (architecture, engineering, etc.), General Contractor, relevant sub-contractors, and vendors and constructing the indoor and outdoor components
- The City would lease back the facility in its entirety in order to run Parks & Rec programs, offer community access, etc.
- The City would enter into Use Agreements with the various Associations for use of the components



# Next Steps

- Assign the sports complex project to an appropriate sub-committee to continue analysis
  - Quality of Life Committee
- Continue assessing the ideal site location; begin discussions with private landowners if a private parcel is preferred
- Partner with Synergy to continue refining the financial model by securing tournaments, sponsorships, rental users
- Partner with Synergy to refine the conceptual floor plan and site plan
- Partner with Synergy to begin conversations with private sports complex developers
- Assess the ideal level of capital contribution and other incentives from the City
- Present final recommendations and “ask” of the City to City Council by July 1, 2023 for approval
- Begin pre-development by August 1, 2023
- Anticipated opening date: August 1, 2024



SYNERGY  
S P O R T S  
— GLOBAL —

Improving lives, bringing families  
and communities together, through sport

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

<b>Meeting Date</b> 4/11/2023	<b>Contact</b> Matthew Christman	<b>Department</b> Parks & Recreation	<b>Fiscal Impact?</b> No
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> Yes	<b>Item Type</b> Consent	<b>Fiscal Impact?</b> Other,

**CAPTION**

Consider a Bid Award for Food and Beverage Management at Ratliff Ranch Golf Course.

**SUMMARY**

We had two restaurants put in bids for food and beverage management at Ratliff Ranch Golf Course. During the process one of the bids backed out. We are asking for City Council to approve this bid award for Linx Bar and Gill.

**Comments/Other Departments, Boards, Commissions or Agencies**

BLURB

The Bid Award is for Linx Bar and Grill to do food and beverage management at Ratliff Ranch Golf Course.

**Supporting Documents**

Linx Bar \_ Gril Proposal.pdf,

# FORMAL PROPOSAL SUBMISSION

RFP#23-55210-02

Proposer:

Linx Food & Beverage (dba) Linx Bar & Grill

President: Derrick Bush

30 Capistrano Ct.

Odessa, TX 79765

db@derrickbush.com

Addressee:

City of Odessa

Attn: JoAnn Q. Samaniego, Director of Purchasing

P.O. Box 4398

Odessa, TX 79760-4398

Ms. Samaniego:

Regarding your request for proposal (RFP), Linx Food & Beverage is thrilled about the opportunity to provide the city with food & beverage management and concession operation, Ratliff Ranch Golf Course. Having worked with the city the last 4 years, we believe a continued partnership with the City of Odessa would have a tremendous impact on your customer satisfaction and bottom line. All terms and conditions of the RFP and enclosed contract are understood and acknowledged by me. I am legally authorized to bind this offer on behalf of Linx Food & Beverage.

With kindest regards, I am

A handwritten signature in black ink, appearing to be 'Derrick Bush', written over a faint, illegible stamp or watermark.

Derrick Bush, President  
Linx Food & Beverage



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F. Menu

## APPETIZERS

### CHIPS & SALSA \$6

Crispy tortilla chips with house-made salsa.

### FRIED PICKLE CHIPS \$7

### FRIED JALAPEÑOS \$7

### POPCORN CHICKEN \$8

### \*BEEF & JALAPEÑO EGGROLL \$11

fajita beef, fresh jalapeño, mixed cheeses

## SANDWICHES

All served with fries OR chips

### PHILLY \$13

onions, bell peppers, provolone cheese,  
served on hoagie bun

### \*CLUB \$12

double decker sandwich, ham, turkey, cheese  
bacon, lettuce, tomato

### BLT \$10

piled high with bacon, lettuce, tomato

### GRILLED CHICKEN \$11

seasoned chicken breast, lettuce  
tomato, Mayo, on hoagie bun

### BURGER \$10

mustard, lettuce, tomato, pickle, onion  
Add cheese \$1.29

\*- Golfer Favorites

## TACOS

### BEEF \$13

beef fajita, cilantro, onion

### CHICKEN \$13

lettuce, tomato, cheese

### FISH \$12

grilled fish, slaw jalapeño

## PLATTERS

All served with fries

### \*CATFISH \$13

### CHICKEN STRIPS \$14

### STEAKFINGERS \$14

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## **Linx Food & Beverage, LLC (dba) Linx Bar & Grill**

30 Capistrano Court  
Odessa, TX 79765  
(432) 248-9494

# Food and Beverage Management and Concessions Operations at Ratliff Ranch Golf Course

22<sup>nd</sup> November 2022

## **OVERVIEW**

Linx Food & Beverage is owned, operated and led by Derrick Bush. Mr. Bush began operating in the food and beverage industry in 2012 with a Food Truck called 'Steakfinger Stop'. From there he went on to operate the largest catering business in west Texas 'KHS Catering' providing 95+ caterings per week serving 45-80 workers on hydraulic fracturing jobs all across the Permian Basin. He then opened 'Texas Soul Cafe' that was named *Best New Restaurant in 2015*, by the Odessa American and Keith's Hamburger Station, on Highway 191, in 2016. In 2017, he won the RFP to open Linx Bar & Grill at Ratliff Golf Course. He also owns BADA logistics, a software development company and Devonian Holdings, an oil and gas management company.

Derrick was selected by the Odessa Chamber of Commerce 2018 Top 40 Odessans under 40. Derrick was also chosen as a contestant for Dancing with West Texas Stars benefiting Crisis Center of West Texas in 2018. Additionally, he was selected as the first 'Divo' (male vocalist) to sing in The Permian Playhouse's 2017 Divas & Desserts. He was also honored with the award as the University of Texas of the Permian Basin's Distinguished Young Alumni in 2018

The purpose of this proposal is to demonstrate the leadership, consistency and adaptability of Mr. Bush and the General Manager at Linx Bar & Grill, Sarah Granado. Sarah and Derrick started working together in 2016. Prior to coming to work with Derrick, Sarah graduated with her Associates in Applied Science for Culinary Arts and Hospitality Management. Sarah led kitchen operations and bar operations at 4 other operations (Casa Ole, Chili's, Rosa's, 10 Sports Bar & Grill). Sarah assisted Derrick in operating and leading all food and beverage operations up through COVID-19 in 2020. Post COVID, Sarah requested to reduce her responsibilities to only manage Linx and has led the staff of 5 employees for the last four and a half years. The average tenure of staff at Linx is over four years. This is a direct result of Sarah's leadership abilities, competencies, and vision.

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## FACILITIES/EXPERIENCE

1. KHS Catering/Texas Soul Cafe 947 N Grandview Odessa, TX 79761 (continual operations)  
[May 2014-February 2018] - Owner Operator
  - a. In less than 6 months, it launched and grew from start-up to largest food catering and delivery service to the oilfield crews in Texas. We made and served 14-18 caterings for (45-80) individuals each meal period (breakfast, lunch, and dinner) totalling over 5K plates weekly. Customers included:
    - i. Weatherford
    - ii. Halliburton
    - iii. Pro Petro
    - iv. Cudd
    - v. Big Dog Drilling
    - vi. Latshaw Drilling
2. Keith's Hamburger Station - 8200 E Hwy 191 Odessa, TX 79765 (continual operations)  
[August 2016-August 2020] - Owner Operator
  - a. Weekly Safety Training - Catered to Express Energy Breakfast & Lunch for 30 employees once a week for 2 years
  - b. Imperative Chemical Partners - Catered Monthly Safety Meeting Breakfast & Lunch for 300 employees for 3 years
  - c. Divas & Desserts - Heavy HOrderves served to 200 people. Permian Playhouse selected a theme and the menu was created around the theme. Sarah directed a team of 8 servers to coordinate the function held at the CAF Hanger.
  - d. Midland Community Theatre 2000 W Wadley Ave, Midland TX 79705 (Pioneer Annual Employee Appreciation Dinner) - Served Heavy HOrderves for 300 people
  - e. UTPB Baseball Donor Appreciation- Served plated three course meal to 180 guests.
3. Linx Food & Beverage 7500 N Grandview Odessa, TX 79762 (continual operations)  
averaging 24 tournaments (80-120 on average) per year and 10 private parties (25-150 guests) per year. [April 2018-Present] - Owner Operator
  - a. City of Odessa Chamber of Commerce Golf Tournament - Catering services (2018-2019), Bar service (2018-2022), coordinated tent service (2018-2022), provide breakfast for the volunteers each year. Continue to have a good working relationship with Lynn Van Amburgh.
  - b. Permian High School Class of 1978 Reunion - Served dinner and provided outdoor bar services for 100 people
  - c. Medical Center Hospital- Cathy Scott (2018,2019,2022) Catering/Bar service for 100 golfers and volunteers.

- 
- d. Zach Smith Memorial Tournament-Josh Smith (2018-2022) Catering/Bar service for 120 golfers. Keg serviced to hole.
  - e. Parent Child Tournament- Jesse Ely (2018-2022) Catering service to 100+ golfers each year at a discounted rate.
  - f. Men's City Championships Jesse Ely (2018-2022)- Provided sack lunches for golfers.
  - g. Board of Realtors (2018-2022)- Coordinated alcohol sales for vendors, bar service for 200 golfers and volunteers throughout the day of a double wave tournament. Point of contact, Connie Coots.
  - h. H-E-B/United Way (2018-2022) Coordinated tent services on the course and offered bar services throughout the day of a double wave tournament to 150+ golfers and volunteers. Provided breakfast for volunteers. Point of contact, Jack(Glazer's Sales VP), Andrea Martin, United Way
  - i. Patrick Rodriguez Memorial Tournament (2020-2022) Provided bar service each year, in 2022 we added tent service to speed up play for the double wave tournament. Point of contact, Eric or Shawn Rodriguez
  - j. Roseland Oil and Gas- (2021 and 2022) Record setting day for not only Linx, but RR as well. Coordinated alcohol sales with vendors. Bar service to 200 golfers throughout the day of a double wave tournament. Point of Contact, Cheyenne Gray
  - k. One Objective- Hosted by Boys and Girls Club and Roy Williams- Coordinated with Mr. Williams marketing team for vendor tent, catering/bar service for 120 golfers and volunteers. Point of Contact, Chris Cole
  - l. Odessa College Golf Team- Paul Chavez- Catering for 200 golfers, parents, and coaches in 2022 for the national tournament. Catered at a discounted rate.
  - m. Pastor's Masters- First Odessa Youth Group (2019-2022)- Catered 120 golfers and volunteers. Point of Contact, Tim Rose or Kim Pharaoh
  - n. Permian Basin Chapter of Credit Unions- Children's Miracle Network- Catering/Bar service to 100 golfers each year. (This tournament was held at Ratliff in 2018, they moved to OCC, and returned back to Ratliff in 2022.)
  - o. Permian Basin Apartment Association- Bar services for 80 golfers.
  - p. Professional Women in Building- Catered breakfast and Lunch for this event.
  - q. Compass Academy Booster Club (2019-2022)- Catering/Bar services for 120 golfers. Point of contact, Melody Dominey
  - r. Angel Driven Golf Tournament- St. Mary's (2018-2022) Bar services to 120 golfers. Point of Contact, Juan Luna
  - s. Permian Baseball Booster Club (2018-2022)- Catering/Bar services for 120 golfers.
  - t. Chuck Wagon Gang-(2018-2022) Bar service for 100+ golfers each year. Continue to have a good working relationship with CWG.

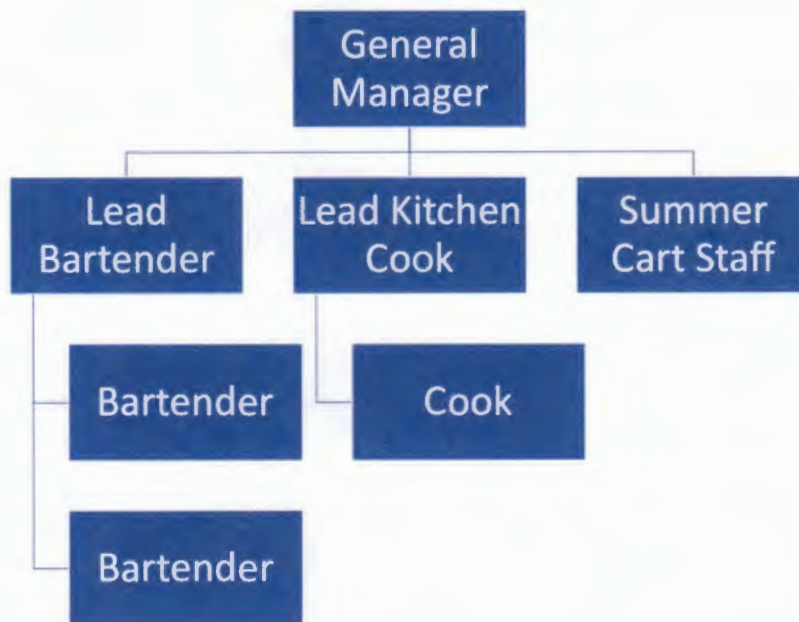
- 
- u. Stabil Drill Customer Appreciation- Catering/Bar Services for 120 golfers. Point of Contact, Brad Dunnam

Sarah has run numerous graduation, birthday, and reunion events. Because of Sarah's background she is able to make any menu that the event coordinator is looking for, whether it is on our catering menu or not; if they can *think* it, we can *make* it.

Sarah has maintained a good relationship with several vendors and works closely with suppliers to make sure that products are up to standards set by Derrick and the City of Odessa.

## OPERATIONAL PLAN

Organizational Chart



Resume for Derrick Bush

## Derrick S. Bush

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### CAREER PROFILE

Organized growth focused MBA, accomplished entrepreneur, corporate operations, sales, administration and finance professional. Proficient in employee development, teamwork, and salesperson. Highly attentive analytical thinker known for being a problem solver, who can follow instructions, meet deadlines, and resolve issues using best practices. Encompasses management skills with the ability to anticipate needs providing exemplary customer service. Works towards multiple solutions consistently using leadership principles, building confidence in and being able to motivate team members through adequate training, that solves problems producing high quality results for a winning team. A balanced

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citizen seeking to actively improve the local community, caring for the arts, and community improvement.

Skill Sets include:

Sales Closing

Training

Customer Service

Coaching

Communications

Leadership Development

Inventory Control

Human Resources

Data Analytics

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## EXPERIENCE

**The db Experience** – Odessa, Texas

**May 2014 - Present**

*[Food & Beverage Company with catering operations, 3 different brands and 2 different models]*

**Owner/Operator**

- Grew from one customer performing 12 caterings per week to 7 customers providing approximately 90+ caterings and special events per week by exceeding expectations
- Responsible for all aspects of business operations including accounting, building maintenance, equipment maintenance, inventory, inventory management, quality assurance, inventory, procurement, licensing, training, retention, and precise labor economics
- Built two brick and mortar stores providing two meal periods per day with TABC license
- Won contract to open restaurant and bar at municipal golf course owned by the City of Odessa by profit modeling and previous experience outlined in the proposal
- Managed 3 managers and a total of 60 full time employees providing managers education on: TABC, culinary, protocols, food handlers certification, coaching, time management, customer service, hiring, training, scheduling, programming, purchasing, food production, excellent presentation, being attentive, troubleshooting, legal compliance, employee controls and training

**Sivalls, Inc.** – Odessa, Texas

**August 2011 - May 2014**

*[Oilfield pressure vessel engineering and manufacturer firm]*

**Director of Safety**

- Hired to mitigate one EPA violation and two OSHA violations for vessel engineering firm
- Built professional safety department writing 20 technical safety policies, exceeding internal and external expectations through education of employees and operator compliance
- Cultivated relationships with PPE providers improving the safety supply chain management
- Renewed MSA's with global O&G operators to repair relations through improved safety policies and processes to improve metric scores listed in ISNetworld & PEC Premier
- Trained 200+ employees on workplace safety compliance, training, and improved the safety supply chain for PPE for the plant

**Omega Rehab & Sport** – Odessa, Texas

**April 2010 - May 2011**

*[Physical Therapy & Chiropractic Clinic Servicing Conejo Valley Industrial]*

**Chief Financial Officer**

- Established processes to generate automated aging reports, facilitated staff training, and professional guidelines, which Omega still uses to manage escalating business growth
- Reorganized marketing initiatives and restructured vendor contracts improving the supply chain
- Created accounting reports from scratch and developed a finance process to improve cash flow and formalize collection effectiveness while maintaining quality assurance
- Developed baselines in multiple revenue centers to establish sustainable earnings, professional reporting, a quality financial basis, and improve customer service

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**Permian Machinery Movers, Inc** – Odessa, Texas

**September 2007 - April 2010**

*[Heavy machinery sales and rental organization in Odessa, San Antonio, & El Paso]*

**Director of Operations & Sales**

- Designed and outsourced development of relational databases to a database engineering professional to efficiently track assets that were previously untrackable
  - Migrated to Quickbooks Enterprise Solutions to streamline a proficient process flow, alleviate receivables constraints, track inventory, and improve quality assurance
  - Repair of internal finance and accounting department to generate and sustain positive cash flow
- 

**ADDITIONAL**

- Odessa Chamber of Commerce 2018 - Odessa Under 40 Recipient
  - University of Texas of the Permian Basin 2018 - Distinguished Alumni
  - Past Committee Member - Odessa Country Club
  - Past Board Member - Permian Playhouse
  - Former Crossroads Church Lead Worship Singer
- 

**EDUCATION**

**UNIVERSITY of Texas of the Permian Basin** – Odessa, Texas

**May 2007**

**Master of Business Administration**

- GPA 3.77

**UNIVERSITY of Texas of the Permian Basin** – Odessa, Texas

**August 2005**

**Bachelor of Business Administration**

- GPA 3.85

# Sarah Granado

## EXPERIENCE

### **Linx Bar & Grill**

2018-Present

- Manage 5-10 employees (depending on season)
- Maintain certifications in food handling, TABC
- Maintain a good working relationship with vendors
- Set up and coordinate all tournament and pavilion rental caterings
- Hiring of all staff
- Train all new employees
- Train and develop leadership candidates

### **Keith's Hamburger Station II w/ Texas Soul Cafe'**

2016-2020

- Manage a staff of 25 employees
- Maintain certifications
- Maintain a good working relationship with vendors
- Set up and coordinate all catering
- Hiring of all staff
- Train all new employees
- Train and develop leadership candidates

### **10 Sports Bar and Grill**

2014-2016

- Manage a kitchen staff of 5 employees
- Maintain all certifications
- Interviewing employment candidates
- Train new employees
- Place food orders and maintain good working relationship with vendors.

### **Rosa's Cafe#1**

2012-2013

- Manage Staff of 50 employees
- Maintain all certifications
- Interviewing employment candidates
- Train new employees.

## SKILLS

- Customer Service
- Training
- Communication
- Leadership Development
- Conflict Resolution
- Inventory Control
- Accounting



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## **Medical Center Hospital**

2011-2013

- Breakfast cook for 100+ patient meals
- Physicians cook for the doctor's lounge.
- Promoted to entree cook for staff and family cafeteria area, learned batch cooking, catering, and special orders.

## **Chili's Bar & Grill**

2009-2011,2013-2014

- Worked as a server to customers giving excellent customer service
- Promoted to trainer within 3 months of working for the company
- Trained in all areas of FOH and BOH operations
- Promoted in 2013 to Key Holder

## **Casa Ole**

2007-2009

- Worked as a server to customers providing great customer service
- Promoted to trainer within 5 months of working for the company
- Promoted to Assistant Manager in 2008
- Interviewing and hiring new employees
- Trained and developed new employees according to company standards.

## **EDUCATION**

### **Odessa College,Odessa, TX — Culinary Arts**

2009-2011,2015

Associates in Applied Science in Culinary Arts and Hospitality Management

D. Accounting System - Linx Food & Beverage uses Quickbooks online providing inputs from the inhouse POS system. This ERP houses, sales, purchases, payroll, sales tax, and all other business related expenses.

E. Catering Menu

**HAMBURGER/HOTDOG PPC/\$15**

CHIPS  
TEA/WATER  
COOKIE  
FRENCH FRY UPGRADE

**MONTEREY CHICKEN PPC/\$19.50**

SIDE  
SALAD  
TEA  
COOKIE

**CHICKEN STRIPS PPC/\$18.50**

FRENCH FRIES  
CONDIMENTS  
TEA  
COOKIE

**HAMBURGER STEAK PPC/\$19.50**

SIDE  
SALAD  
TEA  
COOKIE

**CATFISH PPC/\$18.50**

FRENCH FRIES  
CONDIMENTS  
TEA  
COOKIE

**HEAVY APPETIZERS**

PRICE BY SERVING SIZE\*

BACON WRAPPED SHRIMP (2)	\$3.25
CHEESEBURGER SLIDERS (1)	\$3.25
BUFFALO CHICKEN WONTONS (2)	\$4.00
PULLED PORK SLIDERS (1)	\$3.75
STREET TACOS (PER DOZEN)	\$15.00
CHICKEN VEGETABLE SKEWERS (1)	\$3.50
CHILLED JUMBO SHRIMP COCKTAIL (3)	\$3.50
CUBE CHEESE & CRACKER TRAY	\$3.25/pp
FRUIT TRAY	\$3.25/pp
VEGETABLE TRAY	\$3.25/pp
TRIPLE DIP (QUESO, GUAC, SALSA)	\$3.25/pp

**TACO BAR PPC/\$18.50**

SALSA/GUAC  
QUESO  
COOKIE

\*IF YOU WOULD LIKE SOMETHING THAT IS NOT LISTED HERE, PLEASE CONTACT ME FOR SPECIFIC PRICES FOR THOSE ITEMS.

**SPAGHETTI PPC/\$19.50**

SIDE  
SALAD  
TEA  
COOKIE

**AVAILABLE SIDES**

GREEN BEANS  
CHILI BEANS  
POTATO SALAD  
CORN  
MACARONI & CHEESE  
COLESLAW

**CLUB SANDWICHES PPC/\$12.50**

CHIPS  
TEA  
COOKIE

**GRILLED CHICKEN SANDWICH PPC/\$13.50**

CHIPS  
TEA  
COOKIE

catering menu



7AM - 8PM | 1500 N GRANDVIEW AVE, COESLA, TX 79855 | 432-862-8787

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G. There are no current or anticipated subcontractors, joint ventures, or partnerships of any nature.

## **FINANCIAL**

Linx Food & Beverage currently owns all necessary equipment to run a successful business exceeding the requirements in this RFP. In 2022, we upgraded the compressor for the walk-in cooler out of cash and any new improvements, capital expenditures or equipment upgrades would be covered out of cash.

## **OTHER**

- I. Currently have a Golden Tee machine located at the bar. We plan to create a unique seating space with couches and lounge chairs to allow patrons to sit and play while enjoying the digital golf game.
- II. We would like to do more live music events at Linx using the south lawn. We did this in 2021, however, we did not reschedule any events in 2022 due to the previous Head Golf Pro. With the working relationship Linx currently has with Jesse Ely, we anticipate bringing these unique experiences to Ratliff.
- III. **Structural changes to the space:**
  - A. We would request adding an expo window/wall to close off the visibility to the grill area from the bar and dining areas. Additionally, we would request swinging doors between the bar area back to the dish pit. We believe these improvements would enhance the experience for patrons and improve the overall guest experience.
  - B. We would like to discuss enclosing the patio with a removable structure to enable the patio space to be utilized by patrons, parties, and events all twelve months out of the year.

## **PROPOSAL ACKNOWLEDGEMENT FORMS**

Please see attached.

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

<b>Meeting Date</b> 4/11/2023	<b>Contact</b> Thomas Kerr	<b>Department</b> Public Works	<b>Fiscal Impact?</b> No
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> No	<b>Item Type</b> Regular	<b>Fiscal Impact?</b> Presentation,

**CAPTION**

Discussion of terms for recycling agreement with Butts Recycling, Inc.

**SUMMARY**

Presenting terms developed for agreement with BRI. Contract will be developed based on these terms and presented at the following Council meetings.

**Comments/Other Departments, Boards, Commissions or Agencies**

Council consideration of contract terms for recycling.

**Supporting Documents**

# CITY OF ODESSA CITY COUNCIL AGENDA ITEM

<b>Meeting Date</b> 4/11/2023	<b>Contact</b> Mike Parrish	<b>Department</b> Information Technology	<b>Fiscal Impact?</b> Yes
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> Yes	<b>Item Type</b> Consent	

**CAPTION**

Consider Renewal of Motorola Premier One Software

**SUMMARY**

Approval of the agenda item authorizes a 12 month maintenance contract renewal for the Motorola Solutions Premier One software for Public Safety. The contract period is 4/1/2023 through 3/31/2024 at the amount of \$313,486.

### FISCAL IMPACT

<b>Fiscal Year</b> FY23	<b>Fund Type</b> 61010610 52275	<b>Cost or Revenue?</b> Cost	<b>Fiscal Note Attached?</b> Yes
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Available Funds	Budget	Est/Actual Cost	Difference
This Agenda Item:	\$313486.00	\$313486.00	\$0.00

### ACTION NEEDED TO AMEND THE BUDGET

Appropriation Amount:	\$	Transfer Amount:	\$
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Appropriation By:

**Comments/Other Departments, Boards, Commissions or Agencies**

**Supporting Documents**

Odessa City of P1CAD P1MOB P1RMS Ext Ltr SA 894 Term 4-1-23 to 3-31-24 (v2-24-23 REV1).pdf,



February 24, 2023

Mr. Mike Parrish  
City of Odessa  
411 West 8<sup>th</sup> Street  
Odessa, TX 79761

**RE: Extension to Maintenance and Support Agreement: 894**  
**Product: PremierOne CAD™, PremierOne Mobile™, PremierOne Records™**

Dear Mr. Parrish:

By means of this letter, Motorola Solutions, Inc. hereby extends the City of Odessa’s maintenance and support agreement as referenced above. Enclosed is one (1) copy of the updated Exhibit A Covered Products, Support Options and Pricing, Exhibit B Customer Support Plan, Exhibit C Services Statement of Work, and Exhibit D Labor Rates for the period **April 1, 2023** through **March 31, 2024**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy to my attention by e-mailing it to **Emily.Dean@motorolasolutions.com** on or before **April 1, 2023**.

If you have any questions or need further clarification, please contact me directly at (469) 887-0569 or by e-mailing me.

Sincerely,

Emily Dean  
Senior Account Manager Software Sales  
Motorola Solutions, Inc.

**Accepted by:**

**MOTOROLA SOLUTIONS, INC.**

**CITY OF ODESSA**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Exhibit A**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT**      **894**      **TERM: 4/1/2023-3/31/2024**

<b>CUSTOMER AGENCY</b>	<b>City of Odessa</b>	<b>BILLING AGENCY</b>	<b>City of Odessa</b>
Address	411 West 8 <sup>th</sup> Street	Address	411 West 8 <sup>th</sup> Street
City, State, Zip	Odessa, TX 79761	City, State, Zip	Odessa, TX 79761
<b>Contact Name</b>	<b>Mike Parrish</b>	<b>Contact Name</b>	<b>Accounts Payable</b>
Contact Title	Director of IT	Contact Title	
Telephone Number	(432) 335-3247	Telephone Number	
Email Address	MParrish@Odessa-TX.gov	Email Address	

**For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357)**

**Site Identification Numbers**

<i>Product Group</i>	<i>Site Identification Number</i>	<i>Phone Prompt</i>
PremierOne CAD™	PSA01FB1_(CAD)	(800) MSI-HELP
PremierOne Mobile™	PSA01FB1_(P1MOB)	(800) MSI-HELP
PremierOne RMS™	PSA01FB1_(RMS)	(800) MSI-HELP

**Motorola Solutions Essential Support Services Include:**

- |                                   |                                  |
|-----------------------------------|----------------------------------|
| Customer Support Plan             | Virtual Private Network VPN Tool |
| Case Management 24x7              | HPE Defective Media Retention    |
| Technical Support 9x5             | Software Releases, as defined    |
| Third-party Vendor Coordination   | Access to Users Group Site       |
| On-site Support (when applicable) |                                  |

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
PremierOne CAD™	PremierOne Query Service Server License - with Basic Query State Interface	Essential	1	\$4,748.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	\$1,899.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,427.00
	PremierOne Reporting Service Server License (per RDW Server)		2	\$3,799.00
	PremierOne Mapping Server License		4	\$7,600.00
	PremierOne CAD™ Server License (Primary)		1	\$14,246.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		14	\$38,562.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		8	\$1,521.00
	PremierOne ARL Vehicle and Person Tracking Module License		1	\$9,498.00
	PremierOne ARL Radio Client Charge for Person Tracking		200	\$3,799.00
<b>PREMIERONE CAD™ SOFTWARE SUBTOTAL</b>				<b>\$87,099.00</b>

**Exhibit A Continued**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>	<b>Term Fees</b>	
PremierOne Interfaces	Plant EquipmentCML Vesta	Essential	1	\$2,533.00	
	Netclock/PresenTense		1	\$2,533.00	
	PlantCML Vesta		1	\$2,533.00	
	Tear-N-Run Interface Network Printers		1	\$2,533.00	
	ESO Solutions ePCR Suite		1	\$2,533.00	
	Fire Records Management		1	\$2,533.00	
	ProQA		1	\$2,533.00	
	BAIR Analytics Advanced Tactical (ATAC)		1	\$2,533.00	
	Coplogic		1	\$2,533.00	
	State/TLETS NCIC		1	\$2,533.00	
	SMTP Server Interface		1	\$2,533.00	
	IMW 5.2		1	\$1,985.00	
	Emergency Reporting (ERS) Interface - Added - Project TXP20P153A		1	\$3,087.00	
	<b>PREMIERONE INTERFACES SUBTOTAL</b>				<b>\$32,935.00</b>
PremierOne Mobile™	PremierOne Mobile™ Server License (Primary)	Essential	1	\$9,498.00	
	PremierOne Mobile™ Client with Mapping (Per License)		99	\$26,139.00	
PremierOne Mobile™ Add-On Software	PremierOne Mobile™ Client with Mapping (Per License) FO #0958910080050		5	\$1,320.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621062490002		2	\$529.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621063590001		14	\$3,697.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621062490005		60	\$15,843.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621063590004		1	\$264.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621063550002		2	\$529.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621063590002		6	\$1,583.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO #0621063550018		15	\$3,961.00	
	PremierOne Mobile™ Client with Mapping (Per License) FO#0621063550019		1	\$264.00	
	PremierOne Mobile™ Add-on SA 894-P1MOBREC - FO #0621063560013/CA02744AA		15	\$3,236.00	
	<b>PREMIERONE MOBILE™ SUBTOTAL</b>				<b>\$66,863.00</b>

Note: PremierOne Mobile Client with Mapping total quantity 220



**Exhibit A Continued**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
PremierOne Records™	PremierOne Records™ Tier 2 Server License (51 to 500 users)	Essential	1	\$11,398.00
	PremierOne Records™ Client Concurrent User License		25	\$8,549.00
	PremierOne Mobile Records Client		60	\$8,549.00
	State IBR		1	\$9,498.00
	State TAR		1	\$9,498.00
	PremierOne Records™ Client (Concurrent User) FO #0621062490000		25	\$8,784.00
	PremierOne Mobile Records Client License (Per User) FO #0621063590001		14	\$1,993.00
	PremierOne Mobile Records Client License (Per User) FO #0621062490005		60	\$8,549.00
	PremierOne Mobile Records Client License (Per User) FO #0621063590002		6	\$856.00
	PremierOne Mobile Records Client License (Per User) FO #0621063590004		1	\$142.00
	PremierOne Mobile Records Client License (Per User) FO #0621063550018		15	\$2,138.00
	PremierOne Mobile Records Client License (Per User) FO #0621063550019		1	\$142.00
	PremierOne Records™ Add-on SA 894-P1MOBREC - FO #0621063550019		15	\$1,742.00
	<b>PREMIERONE RECORDS™ SUBTOTAL</b>			
<b>MOTOROLA SUPPORTED PRODUCTS TOTAL</b>				<b>\$258,735.00</b>

**Exhibit A Continued**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**THIRD-PARTY VENDOR SUPPORTED PRODUCTS**

<b>Vendor</b>	<b>Description</b>	<b>Vendor Service Level</b>	<b>Qty</b>	<b>Term Fees</b>
CommSys	CommSys - State NCIC IF		1	\$2,105.00
PremierOne ESRI Embedded Software	ArcGIS Engine Runtime, Network Analyst Extension		14	Included
	ArcGIS Engine Runtime, Network Analyst Extension, Geodatabase update Extension, ArcSDE for SQL Server		2	
	ArcGIS Engine Runtime, Network Analyst Extension		205	
HPE	HPE HPE DL360 Gen9 8SFF CTO Server - SAR #MOTOROLA5331842982 - SAID # 1049 0013 9862	24x7	6	\$12,780.00
HPE Nimble	HPE Nimble - Array: OdessaC1000-01 - Serial#: AF-163513	24x7	Lot	\$4,844.00
HPE VMWare	HPE VMWare - SAR #MOTOROLA5304491661 - SAID 1045 4117 8704	24x7	Lot	\$16,545.00
Extreme Networks	Extreme Networks - Extreme Switches - Serials #1622N-41459 & 1622N-41462 - Quote #EXT-R290411 & PO #DS16450897RP	24x7	2	\$4,100.00
FSMLabs	FSMLabs TimeKeeper Server (1) TimeKeeper Multi-Clock Licenses (9)	24x7	Lot	\$4,947.00
Fortinet	Fortinet - Fortigates - Serial #FGT6HD3916801410 & FGT6HD3916801323	24x7	2	\$4,053.00
SHI Solarwinds	SHI SolarWinds	24x7	2	\$1,926.00
CDW F5	CDW - F5 - F501: Chassis Serial Number: 421a8682-7064-4652- a0f0ba573673, ZQTKWRS Device Certificate S/N: d3:cf:fb:2c:ec:ea:b6:9e - F502: Chassis Serial Number: 421a0fa4-d31b-58a4- d1c1bf1cc5dc, ZLLSCRM0 Device Certificate S/N: 9b:33:a9:5a:48:2b:64:82 - Service Agreement: 3011496	24x7	2	\$3,451.00
<b>THIRD-PARTY VENDOR SUPPORTED PRODUCTS TOTAL</b>				<b>\$54,751.00</b>

**Exhibit A Continued**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**Optional Services Available:**

Hardware Refresh*	Summit Advanced Purchase**
Professional SW and HW Upgrade Services*	Onsite System Administration
Professional Service Training	Onsite GIS Administration - GeoFile Services
Professional Services Consultation	Remote System Administration
MDR	Health Checks
Report Writing	Special Events

\*Require Multi-Year Agreement

**\*\*SUMMIT ADVANCE PURCHASE OPTION**

Summit Attendance	Year	2023	Attendees	Qty	Fees
			Standard Attendance <sup>1</sup>	0	\$0.00
			Registration Only	0	\$0.00

Standard Attendance Fees Include the following:

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance<sup>2</sup>

<sup>1</sup> Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

<sup>2</sup> Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

**OPTIONAL SUPPORT SERVICES**

Service	Description	SOW Reference	Qty	Term Fees
Service Level	24x7 Technical Support	Exhibit B	N/A	Included
Software Updates	PremierOne Software Updates and Releases	Original Agreement 894 Section 3.6.2	N/A	Included
<b>OPTIONAL SUPPORT SERVICES TOTAL</b>				<b>Included</b>

**Exhibit A Continued**

**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Service Level</b>	<b>Term Fees</b>
PremierOne CAD™	Essential	\$87,099.00
PremierOne Interfaces	Essential	\$32,935.00
PremierOne Mobile™	Essential	\$66,863.00
PremierOne Record™	Essential	\$71,838.00
<b>MOTOROLA SUPPORT SUBTOTAL</b>		<b>\$258,735.00</b>
CommSys	24x7	\$2,105.00
ESRI	24x7	Included
HPE Servers & StoreOnce	24x7	\$12,780.00
HPE Nimble	24x7	\$4,844.00
HPE VMWare	24x7	\$16,545.00
Extreme Networks - Extreme Switches	24x7	\$4,100.00
TimeKeeper	24x7	\$4,947.00
Fortinet - Fortigates	24x7	\$4,053.00
SHI SolarWinds	24x7	\$1,926.00
CDW F5	24x7	\$3,451.00
<b>SUBTOTAL THIRD PARTY SUPPORT</b>		<b>\$54,751.00</b>
24x7 Technical Support		Included
Software Updates and Releases <sup>Note1</sup>		Included
<b>SUBTOTAL OPTIONAL SUPPORT SERVICES</b>		<b>Included</b>
<b>GRAND TOTAL</b>		<b>\$313,486.00</b>

**Note 1: Releases and Updates as referenced on the original Agreement 894 Section 3.6.2.**

---

**Exhibit B**

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**CUSTOMER SUPPORT PLAN**

---

**MAINTENANCE AND SUPPORT AGREEMENT 894**

**TERM: 4/1/2023-3/31/2024**

**CUSTOMER: City of Odessa**

**See Separate CSP**

Section 1

# PremierOne Customer Support Plan

Quick Contact Matrix	
Support Center	
<b>Toll Free Phone#</b>	1-800-MSI-HELP (1-800-674-4357)
<b>Email</b>	<a href="mailto:PSACASE@Motorolasolutions.com">PSACASE@Motorolasolutions.com</a>
<b>Motorola Portal</b>	Customer Support Portal
<b>Provide the following information:</b>	Site Name Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low)
Service Agreement Information	
Customer Name: City of Odessa	Contract #: 894
Service Agreement Start/End Date: 4/1/2023-3/31/2024	Service Level: Essential
Account Manager	Customer Success Advocate
Name: Reid Russek	Name: Sean Langham
Phone: (832) 361-1002	Phone: (940) 232-5880
Mobile: (832) 361-1002	Mobile: (940) 232-5880
Email: Reid.Russek@motorolasolutions.com	Email: Sean.Langham@motorolasolutions.com

## Escalation Plan

Our goal is to ensure our customers receive the best possible support from Motorola Solutions. If you feel that your support or maintenance needs are not being met, as a direct Motorola Solutions Customer, we provide an escalation process for your request to the next Motorola Solutions department or manager.

Your initial call should always be to the first department or person on the list below. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

**Escalation Plan**

	Level 1	Level 2	Level 2
Support Center	Support Center Brian Radinsky Front Office Technical Support Manager Mobile: (240) 457-7892 <a href="mailto:Brian.Radinsky@MotorolaSolutions.com">Brian.Radinsky@MotorolaSolutions.com</a>	Josh Howell Senior Manager, Technical Support Mobile: (616) 540.4103 <a href="mailto:Joshua.Howell@Motorolasolutions.com">Joshua.Howell@Motorolasolutions.com</a>	Jeremy Smith Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216.8827 <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a>
On-Site Support Technicians	On-Site Support Technicians Tyler McCullough Manger, Technical Support Mobile: (571) 329.1790 <a href="mailto:Tyler.McCullough@motorolasolutions.com">Tyler.McCullough@motorolasolutions.com</a>	Josh Howell Senior Manager, Technical Support Mobile: (616) 540.4103 <a href="mailto:Joshua.Howell@Motorolasolutions.com">Joshua.Howell@Motorolasolutions.com</a>	Jeremy Smith Head of Software Enterprise Centralized Managed & Support Operations Mobile: (951) 216.8827 <a href="mailto:Jeremy.Smith@motorolasolutions.com">Jeremy.Smith@motorolasolutions.com</a>

# Customer Support Plan Overview

## Serving Our Customer's Needs

Motorola Solutions, Inc. (Motorola Solutions) is committed to helping people be their best in the moments that matter. We appreciate the opportunity to provide the following support services (Support Services) pursuant to this Customer Support Plan (CSP), which has been tailored specifically for your PremierOne® Solution. Our Service Delivery Team is focused on the health, system performance and reliability of the PremierOne Solution (PremierOne Solution). You will work with an account manager or service contract manager who will maintain regular communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola Solutions products or support.

Your Support Plan may be amended from time to time to align with industry best practices and customer needs. Our goal is to build a service relationship you can trust.

## PremierOne Support Services

Motorola Solutions Essential Support Services provides basic support delivered through a combination of centralized resources within Motorola Solutions Centralized Managed Support Operations (CMSO) Technical Services Organization (TSO) team collaborating with product development resources that are experienced in managing mission critical systems and associated technologies. The TSO team operates 24/7/365, leveraging remote access to customer systems for complete resolution methods.

Open communication is the key to effective support service delivery and relationship building.

The Support Plan covers the customer locations in the table below.

Site ID	Product Group	Site Name	Site Address
PSA01FB1_(P1MOB)	PremierOne Mobile™	City of Odessa	411 West 8th Street Odessa, TX 79761
PSA01FB1_(RMS)	PremierOne Records™	City of Odessa	411 West 8th Street Odessa, TX 79761
PSA01FB1_(CAD)	PremierOne CAD™	City of Odessa	411 West 8th Street Odessa, TX 79761

## Motorola Solutions CMSO and Service Desk

The CMSO TSO is the central point of contact to report PremierOne Solution incidents and submit change requests. The TSO team can be reached 24/7 to assist with your service needs via:

- Toll Free Telephone: 1-800-MSI-HELP (800-647-4357) and convey the request
- Customer Support Portal: low priority requests only, (estimated 24 hour turnaround)
- Email: PSACASE@motorolasolutions.com (estimated 24 hour turnaround)

**NOTE:** Critical and high priority incidents should not be reported via email or the Customer Portal.



Product and system technical resources are ready to receive and take action on requests for service.

## Priority Level Response Table

The CMSO TSO will respond to reporting incidents according to the priority levels and response times defined in the following table.

**Table 1-1: CMSO Technical Support Initial Response Time**

Priority Level	Incident Definition	Response Time
<b>Critical P1</b>	<p>An incident is deemed <b>CRITICAL</b> if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation</p> <p>Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.</p>	Telephone conference within 1 Hour of initial voice notification
<b>High P2</b>	<p>An incident is determined <b>HIGH</b> if a business function is unavailable and normal Customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however, overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions.</p> <p>Loss of a critical redundancy, subsystem, or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.) systemic ARL failure, systemic recurring disruptive issues that frequently impact users.</p>	Telephone conference within 3 hours of initial voice notification during normal business hours.
<b>Medium P3</b>	<p>An incident is deemed <b>MEDIUM</b> if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.</p> <p>Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.</p> <p>*System must be within N-2 standards for these tickets</p>	Telephone conference within 8 Hours of initial notification during normal business hours
<b>Low P4</b>	<p>A request is deemed LOW for minor requests.</p> <p>This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions, and product or service update requests.</p> <p>*System must be withing N-2 standards for these tickets.</p>	Telephone conference within 2 business days of initial notification.

## Case Management via Customer Support Portal

The Customer Support Portal provides customers with an interface into our Incident Management system. Customer Support Portal gives valuable system and service information whenever you need it along with complete case management details from submission to close.

- Customer Support Portal provides the ability to:
- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
  - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

Motorola Solutions does not recommend using this tool for opening Priority 1 or 2 tickets. The same guidelines apply to updating tickets with critical information. For any critical issues or updates, customers should contact the TSO by calling 1-800-MSI-HELP (800-647-4357)

### Ticket Initiation via Email

An alternative customer support tool is available for PremierOne Solution customers. Along with the toll-free phone number and Customer Support Portal, customers can request technical support by email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

For proper ticket management and contractual response, email ticketing is only available for priority levels 3 or 4. To process a ticket via email, the email must be formatted exactly as described below:

1. Address email to: PSACASE@motorolasolutions.com
2. Email Subject: Type "PSA Service Request" and a brief description of the system issue (this will become the ticket title)
3. Use the following template for the body of the email. Copy and paste from below, adding the accurate and specific needs of the request following the bold items listed:
  - A. **Site ID:** Site ID
  - B. **Product Type:** followed by the product family type. Choose from the following list:
    - i. PremierOne Solution CAD
    - ii. PremierOne Solution Mobile (including Handheld or PMDC)
    - iii. PremierOne Solution Records
  - C. **Contact First Name:** first name or the person support personnel are to contact
  - D. **Contact Last Name:** last name or the person support personnel are to contact
  - E. **Phone Number:** phone number, including area code, where the contact person may be reached
  - F. **Priority Level:** indicate either priority level 3 or 4. All priority level 1 or 2 tickets must be opened via the toll-free TSO number.
  - G. **Problem Description:** a comprehensive description of the problem

4. Once the email is sent, the customer will receive an email with a ticket number for future reference. If an email response is not received, or if a priority level 1 or 2 ticket needs to be opened, please contact the toll-free TSC number.

## CJIS Compliance

Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption or security risks. The customer is responsible for maintaining security controls for their managed networks and infrastructure, including but not limited to servers, boundary protection devices and information flow enforcement. During the term of the Agreement, if the Solution enables direct or indirect access to FBI defined Criminal Justice Information (CJI), Motorola Solutions will comply with the FBI Criminal Justice Information (CJI) Security Policy. Any additional security measures desired by the customer may be available for an additional fee.

Motorola Solutions will provide the necessary information for its personnel that access customer CJI to submit to a background check based on submission of FBI fingerprint cards, complete CJIS Security Awareness Training and execute the CJIS Security Addendum. It is the customer's responsibility to determine when the background credentialing process is required by Motorola Solutions personnel.

Customer is independently responsible for due diligence and establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including password security measures, lost and stolen credentials, account disabling, account validation, log retention capacity planning and customer jurisdiction specific data retention requirements. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed, viewed or removed from the information system by customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola Solutions reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola Solutions own security measures.

Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries to include CJIS Security Policy reporting.

## Summary

Our Support Plan includes the following key services elements:

- Single point of contact - Customer Success Advocate who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- Systems Support Center: One place to report incidents and place requests - Reported incidents are correlated with alerts received from the NOC for reduced root cause determination.
- Emergency Call Management Portal: Enhanced access to case status and resolution details.

- Network Security Operations Center: Continuous monitoring and response of the Motorola Solutions PremierOne Solution as well as providing notification of critical and high security alerts.
- Technical Support Center: Staffed with subject matter experts to handle escalated tickets.

## Benefits to Your Agency

- **Maximize Performance.** Increase system uptime and quality of service through fast detection of service disruptions and restoration of services
- **Save Time.** Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests
- **Rely on a Trusted Support Team.** Depend on our skilled team to be the first line of defense and have greater peace of mind
- **Reduce Risk.** Gain visibility, enhance performance and increase cyber security with our full suite of NSOC offerings.

---

**Exhibit C**

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**SERVICES STATEMENT OF WORK**

---

**MAINTENANCE AND SUPPORT AGREEMENT**    894                      **TERM:**    4/1/2023-3/31/2024

**CUSTOMER:**    City of Odessa

**See Separate SOW**



**Proposal**  
**City of Odessa**

# **PremierOne Essential Services Statement of Work**

February 24, 2023

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

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# Table of Contents

## Section 1

<b>PremierOne Essential Services Statement of Work .....</b>	<b>3</b>
<b>1.1 Overview .....</b>	<b>3</b>
<b>1.2 Motorola Solutions Service Delivery Ecosystem.....</b>	<b>4</b>
1.2.1 Centralized Managed Support Operations .....	4
1.2.2 Account Manager .....	4
<b>1.3 Customer Support and Maintenance Expectations.....</b>	<b>4</b>
<b>1.4 Essential Services Detailed Description .....</b>	<b>7</b>
1.4.1 Remote Technical Support.....	8
1.4.2 Hardware Repair .....	11
1.4.3 Software Maintenance .....	13
<b>1.5 CMSO Priority Level Definitions and Response Times.....</b>	<b>14</b>
<b>1.6 Conditions and Exclusions.....</b>	<b>15</b>
1.6.1 Conditions.....	15
1.6.2 Exclusions .....	15

## Section 1

# PremierOne Essential Services Statement of Work

## 1.1 Overview

Motorola Solutions' PremierOne® Essential Services (Essential Services) provides an integrated and comprehensive sustainment program for PremierOne systems. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Hardware Repair
- Software Maintenance

Each of these elements is summarized below and expanded upon in 1.4 Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of 1.4 Essential Services Detailed Description, 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 City of Odessa (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 Master Support Agreement.

### Remote Technical Support

Motorola Solutions CMSO Technical Support Center (TSC) provides remote consultation with technical and product development resources skilled with diagnosing and resolving PremierOne platform performance and operation issues.

### Hardware Repair

Motorola Solutions will coordinate repair of select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions CMSO coordinates the equipment repair logistics process with the vendor if it is sourced from Motorola Solutions as a part of the contract.

### Software Maintenance

As new software becomes available for your PremierOne system, Motorola Solutions will provide access to the latest software updates so that software performance and equipment operates to its specifications and functionality. Software releases can be scheduled by the Customer and are delivered through the customer support portal. The delivery of the software releases under the Software Maintenance does include resources to perform the Software Upgrade.

PremierOne Essential Services Statement of Work

Use or disclosure of this proposal is subject to the restrictions on the cover page  
*Motorola Solutions Confidential Restricted*



## 1.2 Motorola Solutions Service Delivery Ecosystem

Essential Services are delivered through a tailored combination of centralized teams equipped with a sophisticated service delivery platform, a customer support portal, and applicable third party vendors. 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.

### 1.2.1 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 24/7/365 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 predefined 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.

### 1.2.2 Account Manager

A Motorola Solutions Account Manager (AM) will be the Customer's key point of contact for defining and managing services. The AM's initial responsibility is to provide maintenance and support contract and 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 division of responsibilities between the Customer and Motorola Solutions are detailed in this SOW.

## 1.3 Customer Support and Maintenance Expectations

In order to successfully deliver the services outlined in this SOW, the Customer is expected to assist Motorola Solutions with performing tasks related to administration, maintenance, and support. The customer will provide a properly trained technical resource responsible for administration, maintenance, and support of your PremierOne Solution, and who is familiar with the operation of the PremierOne Solution. If the customer has opted for an OSA, the OSA will assist the Customer's trained technical resource with the mutually agreed upon administration, maintenance, and support responsibilities outlined below for your PremierOne Solution.

The customer technical resource will be suitably skilled and trained as the on-site expert when requested by the TSC. They will validate issue resolution prior to close of the ticket in a timely manner.

Note - If the customer has opted for an OSA, the customer technician on-site presence is required when requested by the TSC during times the OSA is not on site.

The customer support personnel are responsible for the following:

- Initiate Service Request Tickets. Contact Motorola Solutions through authorized tools and processes outlined in the Motorola Solutions CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in the SOW and CSP.
- Escalate Appropriately. Contact Motorola Solutions to add information, make changes to existing technical support tickets or escalate service requests to Motorola Solutions management. Motorola Solutions CMSO TSC contact information is provided in the CSP.
- VPN connectivity. Provide VPN connectivity and telephone access to Motorola Solutions personnel, if applicable.
- Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- CAD client maintenance. Apply upgrades such as OS patches, administrative tools, and utilities.
  - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne Solution Products latest published Anti-Virus Exclusions List.).
  - Apply any Microsoft Critical Security patch to their PremierOne Solution that fits within the security and sustainability processes of the agency. Motorola Solutions recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
    - If Security Patching Services are purchased from Motorola Solutions the customer will be responsible for rebooting servers and workstations to apply the deployed patches.
- Mobile Client Maintenance: Apply upgrades such as OS patches, administrative tools and utilities.
  - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
  - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
  - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released PremierOne Solution Products Anti-Virus Exclusions List.).
  - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
  - **Note:** The Mobile Client Maintenance will be completed by the OSA if the OSA has been purchased.
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of

the creator and not supported by Motorola Solutions. In an event that Motorola Solutions are creating reports for the customer, it will be supported by Motorola Solutions Support teams.

- CAD Client Upgrade Testing: Test PremierOne Solution Software Releases (includes Standard, Cumulative Upgrades (CU) and On Demand Releases (OD). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
- Third-Party Maintenance:
  - Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola Solutions.
  - Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola Solutions products. See Physical Server Maintenance section above for additional explanation.
  - SQL - Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
  - SQL Express - Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola Solutions.
  - Unembedded Third-party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within an Motorola Solutions proprietary product.
- Mobile Client Install and Testing: Test PremierOne Solution Software Releases (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to Motorola Solutions for review and correction. Ensure that minimum software/hardware requirements are met.
- GIS Updates: PremierOne Solution Map Maintenance
  - Ensure validity and integrity of all GIS related data introduced to the system.
  - Record modifications made to GIS files, and confirm expected behavior within the PremierOne Solution.
  - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.
- Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola Solutions via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue. Per request, Motorola Solutions will make every reasonable effort to test and verify specific anti-virus patches against a replication of the customer's application if a problem cannot be resolved internally.
- System Backups: With the assistance of the OSA, perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne Solution SSMS full and incremental

database backups completing successfully, report related SCOM notifications to Motorola Solutions.

- NOTE: Tape Backups and HD Backups are the sole responsibility of the customer, even if a dedicated OSA is purchased.
- Provisioning knowledge of the system: Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola Solutions to aid in troubleshooting efforts should a problem be experienced. Motorola Solutions now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.
- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola Solutions, must be furnished. Absence of requested data may lead to ticket closure. (The OSA will assist with this task during normal business hours).
- Customer Data Archiving: Customer is responsible for all PremierOne Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne Solution or component operations.
- Network Bandwidth and Stability: Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola Solutions products and related system components.
- Remote Access: Customer must provide remote access to requesting Motorola Solutions personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne Solution domain access, and access to all system elements that pertain to the operation of the PremierOne Solution and functionality.
- Backup Power: Install and maintain backup power source to ensure the effective operation of the PremierOne Solution System and all its components in the event of a primary power source failure.
- End User Training: Ensure that all end users of Motorola Solutions products are trained to perform their duties and not cause harm or upset of system functionality. Motorola Solutions does offer additional training if necessary for an additional cost.
- Change Management: Notify Motorola Solutions of any changes made to the PremierOne Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

## 1.4 Essential 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.

Note - Delayed, incomplete, or inaccurate customer-provided information may have a significant impact on the project schedule and deliverables.

## 1.4.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of PremierOne network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO TSC by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies 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.

### 1.4.1.1 Description of Service

The CMSO'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 TSC supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola Solutions' 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 classifies and responds to each technical support request in accordance with Section 1.5: CMSO 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.

### 1.4.1.2 Scope

Motorola Solutions primary objective is to restore your PremierOne Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining quality of service and availability. The PremierOne Solution team of highly skilled, knowledgeable and experienced specialists are available to the customer as an integrated part of the essential support and technical issue resolution process.

All customer requests for service and change requests are tracked centrally in Motorola Solutions IT Service Management (ITSM) toolset, resulting in a ticket number. All TSC support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed Table 1-3: CMSO Priority Level Definitions and Response Times. Via the ITSM, Motorola Solutions will track the progress of each ticket from initial capture to resolution. Motorola Solutions will advise

and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

Upon notification of the incident, the TSC will supply a ticket number for reference. For each reported or alert generated incident, the TSC will apply a "Priority Level" classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

#### 1.4.1.2.1 Incident Reporting and Response

The CMSO Technical Support team is available via telephone 24/7/365 to receive and log requests to address issues with PremierOne systems. Remote Technical Support service is provided in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP), the TSC will require:

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Priority Level)

The CMSO will respond to incident reports according to the priority levels defined in Section 1.5: CMSO Priority Level Definitions and Response Times.

**Reporting Trouble** – The TSC number is provided to all customers for PremierOne Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSC, then the customer technician will be required to report on-site to assist with the troubleshooting effort.

**Response Time** – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by monitoring or (b) reported to TSC by the customer to the time that a qualified technician is actively troubleshooting the issue.

For all incidents reported that are not determined to be a Critical P1 or High P2 incident, the response time is related to the below office hours:

Note - Business Days is defined as Monday – Friday excluding holidays.

Business Hours is defined as Monday – Friday 9 a.m. – 6 p.m. Central Standard Time.

**Incident Time** – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the TSC by the customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the customer was notified of and consented to in advance.

### 1.4.1.3 Inclusions

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

### 1.4.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO TSC via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Open a ticket and categorize the reported issue or request.
- Respond to and resolve incidents and technical service requests in accordance with Section 1.5: CMSO Priority Level Definitions and Response Times.
- Perform analysis to assist in identifying a corrective action plan.
- Provide the caller a corrective action plan outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer 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.
- Provide regular status updates for incidents.

### 1.4.1.5 Limitations and Exclusions

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

- Customer training.
- Remote Technical Support for third-party equipment or APIs not sold by Motorola Solutions or listed in Exhibit A.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

### 1.4.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the SCM.
- Contact the CMSO Technical Support team 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 personnel 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 1.5: CMSO 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.

## 1.4.2 Hardware Repair

Motorola Solutions will collaborate the hardware repair of PremierOne system components that are supplied by Motorola Solutions with third party vendors as listed on Exhibit A (Covered Products, Support Options & Pricing).

### 1.4.2.1 Description of Service

At Motorola Solutions' discretion, the third-party infrastructure may be sent to the original equipment manufacturer or vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

### 1.4.2.2 Scope

Repair requests are assessed by the CMSO Technical Support team, which is available on a 24/7 basis. The Technical Support team will coordinate repairs with applicable third party vendors as listed in Exhibit A (Covered Products, Support Options & Pricing).

### 1.4.2.3 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 Motorola Solutions sourced product will be noted in the product's end-of-life (EOL) notification published by the product team.

### 1.4.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO TSC, operational 24/7 to request repair service.
- CMSO TSC will work with third-party vendors to coordinate the repair process and enable remote work for the service.
- Create a ticket with third-party vendors to initiate the repair process of faulty equipment.



### 1.4.2.5 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.
- Physical, lightning, water, or shock 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.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

### 1.4.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO to request the third party repair process.
- 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, lightning, shock, or water damage.
- Follow Motorola Solutions and third-party vendors 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 a 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 third-party with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.

Note - Inaccurate or incomplete information provided by customer or other delay by customer will result in delay of repair by the third party vendor and may incur additional charges.

## 1.4.3 Software Maintenance

### 1.4.3.1 Description of Service

Motorola Solutions Essential service includes remote upgrades of any On Demand (OD) and Cumulative Update (CU) Motorola Solutions software releases that may be available. Motorola Solutions will only provide releases that have been analyzed, pre-tested and certified in a dedicated test lab.

The customer will be responsible for scheduling remote support for the application of upgrades with the Motorola Solutions TSC.

### 1.4.3.2 Scope

Software releases, as well as any detailed documentation needed to implement the release, are posted to the customer support portal for customer retrieval.

Releases means an Update or Upgrade to the Motorola Solutions Software and are characterized as “On Demand Releases,” “Cumulative Updates,” “Standard Releases,” or “Product Releases.” The content and timing of PremierOne Solution releases will be at Motorola Solutions sole discretion.

- An “On Demand Release” is a release of Motorola Solutions Software that is done on demand to address critical issues like stability, performance or priority 1 or 2 functional issues.
- A “Cumulative Update” is defined as a release of Motorola Solutions Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Solutions Software. Cumulative Updates may contain product enhancements and improvements. Cumulative Updates will be superseded by the next issued Cumulative Update.
- A “Standard Release” is defined as a release of Motorola Solutions Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that are reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).
- A “Product Release” is defined as a release of Motorola Solutions Software considered the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, if Motorola Solutions treats the Product offering as a new Product or feature for its end user customers generally.

Note - An extra fee is required for Standard Release upgrades, which may contain product enhancement and must be performed on-site.

### 1.4.3.3 Motorola Solutions Responsibilities

- Provide access to software release via the customer support portal.
- Provide access to detailed documentation to support the application of software releases.

### 1.4.3.4 Limitations and Exclusions

- Provisioning efforts.
- Motorola Solutions implementation or on-site upgrade and expansion services.

### 1.4.3.5 Customer Responsibilities

- Schedule remote support for software release application.

## 1.5 CMSO Priority Level Definitions and Response Times

**Table 1-1: CMSO Priority Level Definitions and Response Times**

Priority Level	Incident Definition	Response Time
<b>Critical P1</b>	<p>An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation</p> <p>Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.</p>	Telephone conference within 1 Hour of initial voice notification
<b>High P2</b>	<p>An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions.</p> <p>Loss of a critical redundancy, subsystem or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.</p>	Telephone conference within 3 Hours of initial voice notification during normal business hours

Priority Level	Incident Definition	Response Time
<b>Medium P3</b>	<p>An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.</p> <p>Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc. *System must be within N-2 standards for these tickets</p>	Telephone conference within 8 Hours of initial notification during normal business hours
<b>Low P4</b>	<p>A request is deemed LOW for minor requests.</p> <p>This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests. *System must be within N-2 standards for these tickets</p>	Telephone conference within 2 Business Days of initial notification

## 1.6 Conditions and Exclusions

### 1.6.1 Conditions

Motorola Solutions services enhance performance of your CAD systems. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Remote monitoring, troubleshooting and restoration require that the customer provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The customer must operate hardware and software in accordance with the applicable Agreement between Motorola Solutions and the customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

### 1.6.2 Exclusions

Motorola Solutions service and support obligations hereunder will not apply to any Motorola Solutions supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, electric surge, shock, water damage, failure of the customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the customer or others, unless otherwise approved in writing by Motorola Solutions.
- Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the customer or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola Solutions for use in the customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty customer hardware and/or software interfaces.
- Modifications made without Motorola Solutions written approval to the OS, network, hardware or software environment or software applications.
- Cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola Solutions software applications.

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**Exhibit D**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    894                      **TERM:**    4/1/2023-3/31/2024  
**CUSTOMER:**    City of Odessa

The following are Motorola's current labor rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:**

<b>SERVICE HOURS</b>	<b>LABOR RATES</b>
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

# CITY OF ODESSA CITY COUNCIL AGENDA ITEM

<b>Meeting Date</b> 4/11/2023	<b>Contact</b> Mike Parrish	<b>Department</b> Information Technology	<b>Fiscal Impact?</b> Yes
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> No	<b>Item Type</b> Consent	

**CAPTION**

Consider replacement of technology equipment in public safety vehicles

**SUMMARY**

Replacement of laptops and corresponding technology/equipment in 60 public safety vehicles. Replacements include upgrading to newer Panasonic FZ-40 toughbook model, which includes modem with 5g wireless capabilities, and 32 GB of RAM. This cost also includes removal of old equipment, and installation labor.

### FISCAL IMPACT

<b>Fiscal Year</b> fy23	<b>Fund Type</b> 61010610 58250	<b>Cost or Revenue?</b> Cost	<b>Fiscal Note Attached?</b> Yes
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Available Funds	Budget	Est/Actual Cost	Difference
This Agenda Item:	\$425265.00	\$425265.00	\$0.00

### ACTION NEEDED TO AMEND THE BUDGET

Appropriation Amount:		Transfer Amount:	
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Appropriation By:

**Comments/Other Departments, Boards, Commissions or Agencies**

**Supporting Documents**

QT0095166.pdf,



GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0095166  
**Date:** 2/28/2023  
**Delivery Date:**  
**Expire Date:** 3/30/2023  
**Customer ID:** TXODSA13003  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Odessa	City of Odessa

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	FZ-40CC-01AM: Panasonic: FZ-40 Toughbook	DIR-TSO-4025	60.00	EACH	\$4,865.33	\$291,919.80

NOTE: Operating System:  
 Windows 11 Pro  
 CPU:  
 Intel Core i7-1185G7 (up to 4.8GHz)  
 Display:  
 14.0" FHD Gloved Multi Touch  
 Memory (RAM):  
 16GB  
 Storage:  
 512GB SSD OPAL  
 Wireless:  
 5G EM9190 (Sub6+mm), Wi-Fi 6, Bluetooth, Dedicated GPS, Quad Pass (BIOS Selectable)  
 Webcam & Mic:  
 Mic and Infrared 5MP Webcam  
 Other:  
 TPM 2.0  
 Battery:  
 Standard Battery  
 Keyboard:  
 Backlit Emissive Keyboard

Included Services  
 CF-SVCADDP12B - Absolute Resilience - 12 Month Term - Panasonic PS Bundle Sled Customer Only  
 CF-SVC512SSD3Y - 512GB SSD - TOUGHBOOK No Return of Defective Drive (Years 1, 2 & 3)  
 CF-SVCPDEP3Y - TOUGHBOOK and TOUGHBOOK Premier Deployment (Years 1, 2, 3)  
 CF-SVCLTNF3YR - Protection Plus Warranty - Laptop (Years 1, 2 & 3)

2	HA-40LVDA4L: PANASONIC : Havis Premium Vehicle Dock (quad pass) for Panasonic TOUGHBOOK 40. Includes LIND power supply.	DIR-TSO-4025	60.00	EACH	\$1,223.08	\$73,384.80
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NOTE: Includes Power Supply

3	FZ-BAZ2116IS: Panasonic: Pre-installed 16GB memory for FZ-40	DIR-TSO-4025	60.00	EACH	\$387.77	\$23,266.20
4	GPSD-7-27: MIMO GPS/GNSS 3G/4G/5G ANT	DIR-CPO-4751	60.00	EACH	\$128.37	\$7,702.20
5	C23FP-5SP-GNSS: FME(m)-SMA(m) 5m CS23-GNSS LABELS	DIR-CPO-4751	60.00	EACH	\$12.28	\$736.80

Continued...





GTS Technology Solutions, Inc.  
 9211 Waterford Centre Blvd  
 Suite 275  
 Austin, TX, 78758  
 Phone: (512) 452-0651

# Quote

**Quote #:** QT0095166  
**Date:** 2/28/2023  
**Delivery Date:**  
**Expire Date:** 3/30/2023  
**Customer ID:** TXODSA13003  
**Sales Contact:** Jacob Jiongo

QUOTE FOR:	SHIP TO:
City of Odessa	City of Odessa

CUSTOMER P.O. NO.	TERMS	SALES REP
	Net 30 Days	JD Rowell
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
6	C29SP-5SJ-CELL: CS29 CABLE 5m SMA PLG TO SMA JACK - YEL 2G/3G/4G LABELS	DIR-CPO-4751	120.00	EACH	\$15.36	\$1,843.20
7	C32SP-5SMARV-WIFI: 5m CS32 CABLE SMA(m) - SMA(m) RP - WIFI LABELS	DIR-CPO-4751	60.00	EACH	\$23.25	\$1,395.00
8	SERVICES: DEPLOYMENT CLIENT SE: SERVICES: Docking Station, Power Supply and Toughbook Swap in Vehicles.	DIR-CPO-4754	60.00	EACH	\$416.95	\$25,017.00

	<b>Total Weight (EACH):</b>	0	<b>Sales Total:</b>	\$425,265.00
	<b>Total Volume (EACH):</b>	0	<b>Freight &amp; Misc.:</b>	\$0.00
<i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability.</i>				<b>Tax Total:</b> \$0.00
				<b>Total (USD):</b> \$425,265.00

# CITY OF ODESSA CITY COUNCIL AGENDA ITEM

<b>Meeting Date</b> 4/11/2023	<b>Contact</b> Mike Parrish	<b>Department</b> Information Technology	<b>Fiscal Impact?</b> Yes
<b>Work Session?</b> Yes	<b>Contacted Legal?</b> No	<b>Item Type</b> Consent	

**CAPTION**

Consider remaining scheduled desktop/laptop replacements for 2023 fiscal year

**SUMMARY**

Scheduled technology replacements needed for city administration. This includes desktops, laptops, and standard monitors.

**FISCAL IMPACT**

<b>Fiscal Year</b> FY23	<b>Fund Type</b> 61010610 58250	<b>Cost or Revenue?</b> Cost	<b>Fiscal Note Attached?</b> Yes
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Available Funds	Budget	Est/Actual Cost	Difference
This Agenda Item:	\$119508.65	\$119508.65	\$0.00

**ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount:	\$	Transfer Amount:	\$
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Appropriation By:

**Comments/Other Departments, Boards, Commissions or Agencies**

**Supporting Documents**

City of Odessa Quote - Panasonic FZ-55 - Parrish - 02-27-2023.xls, US\_QUOTE\_3000145905187.1.pdf,

**MAREKMAXWELL**

**MAREK MAXWELL LLC**  
Attn: Rick Woodard  
3419 Westminster Ave.  
Suite 300  
Dallas, TX 75205  
Cell: (214) 675-4388  
Fax: (214) 987-0705

Company: City of Odessa, Texas  
Contact: Mike Parrish  
Phone: 432-257-0573

[rwoodard@marekmaxwell.com](mailto:rwoodard@marekmaxwell.com)

CITY OF ODESSA, TEXAS QUOTE						
PANASONIC FZ-55 QUOTE - PARRISH - 02-27-2023						
Panasonic Commercial Products			SRP	Price	Units	Ext. Price
<b>FZ-55FZ00AKM</b>	Panasonic FZ-55, WIN10 Pro (WIN 11 DG), Intel Core i5-1145G7, vPro, (up to 4.4GHz), 14"0 FHD 1000 NIT, Gloved Multi-Touch, 512GB OPAL SSD, 16GB, Intel Wi-Fi 6, AMT, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass Through Antenna, DVD, CH1:GPS/CH2:WWAN, TPM 2.0, Infrared Webcam, DVD, Emissive Backlit Keyboard, No USB-C, Standard Battery			\$2,975.00	5	\$14,875.00
					<b>Total</b>	<b>\$14,875.00</b>
Peripheral and Warranty Options				Price	Units	Ext. Price
<b>CF-VEB541AU</b>	Panasonic Office Desktop Port Replicator for FZ-55 (OPTIONAL)			\$325.00		
<b>CF-AA5713A2M</b>	Panasonic AC Adapter for FZ-55 and Office Desktop Port Replicator			\$75.00		
<b>FZ-BAZ1916</b>	Panasonic 16GB Memory Module			\$350.00		
<b>CF-SVCLTNF3Y</b>	Panasonic Protection Plus - 3 Years (OPTIONAL)			\$295.00	5	\$1,475.00
<b>CF-SVCLTNF4Y</b>	Panasonic Protection Plus - 4 Years (OPTIONAL)			\$495.00		
<b>CF-SVCLTN5Y</b>	Panasonic Protection Plus - 5 Years (OPTIONAL)			\$750.00		
<b>FZ-VZSU1HU</b>	Panasonic Standard Battery for FZ-55 (SPARE)			\$130.00		
					<b>Total</b>	<b>\$16,350.00</b>

**COMMENTS:**

QUOTE DOES NOT INCLUDE TAX AND SHIPPING  
TAX AND SHIPPING, (IF APPLICABLE) IS THE RESPONSIBILITY OF THE CLIENT  
PANASONIC ITEMS ARE NOT RETURNABLE

**PLEASE EMAIL PURCHASE ORDER TO: [rwoodard@marekmaxwell.com](mailto:rwoodard@marekmaxwell.com)**



## A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

<b>Quote No.</b>	<b>3000145905187.1</b>	Sales Rep	Keith Hugo
<b>Total</b>	<b>\$103,158.65</b>	Phone	(800) 456-3355, 6179268
Customer #	88341	Email	Keith_Hugo@Dell.com
Quoted On	Feb. 28, 2023	<b>Billing To</b>	JOANN SAMANIEGO
Expires by	Mar. 30, 2023		CITY OF ODESSA
Contract Name	Texas Department of Information Resources (TX DIR)		PO BOX 4398
Contract Code	C000000006841		ODESSA, TX 79760-4398
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	16406180		

### Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,  
Keith Hugo

### Shipping Group

Shipping To	Shipping Method
MICHAEL PARRISH CITY OF ODESSA 119 W 4TH ST STE 510 ODESSA, TX 79761-5015 (432) 257-0573	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell 23 Monitor – P2319H	\$149.68	30	\$4,490.40
Dell Latitude 5530	\$1,127.65	10	\$11,276.50
OptiPlex 5000 Small Form Factor	\$920.78	65	\$59,850.70
Precision 5820 Tower	\$1,836.07	15	\$27,541.05

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<b>Subtotal:</b>	<b>\$103,158.65</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$103,158.65</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<hr/>	
<b>Total:</b>	<b>\$103,158.65</b>

## Shipping Group Details

### Shipping To

MICHAEL PARRISH  
CITY OF ODESSA  
119 W 4TH ST  
STE 510  
ODESSA, TX 79761-5015  
(432) 257-0573

### Shipping Method

Standard Delivery

	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell 23 Monitor – P2319H</b>	<b>\$149.68</b>	<b>30</b>
		<b>\$4,490.40</b>

Estimated delivery if purchased today:  
Mar. 06, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 23 Monitor - P2319H	210-AQCI	-	30	-
Dell Limited Hardware Warranty	814-9381	-	30	-
Advanced Exchange Service, 3 Years	814-9382	-	30	-

	<b>Quantity</b>	<b>Subtotal</b>
<b>Dell Latitude 5530</b>	<b>\$1,127.65</b>	<b>10</b>
		<b>\$11,276.50</b>

Estimated delivery if purchased today:  
Mar. 05, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5530 BTX Base	210-BDJK	-	10	-
12th Generation Intel(R) Core(TM) i5-1245U vPro (12 MB cache, 10 cores, up to 4.40 GHz Turbo)	379-BETW	-	10	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	10	-
No Microsoft Office License Included	658-BCSB	-	10	-
Assembly Base	338-CDKI	-	10	-
i5-1245U vPro, Intel Iris Xe Graphics, Thunderbolt	338-CDMX	-	10	-
Intel vPro Technology Enabled	631-ADFJ	-	10	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	10	-
M.2 512GB PCIe NVMe Class 35 Solid State Drive	400-BNKV	-	10	-
15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, FHD IR Camera, WWAN	391-BGML	-	10	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	10	-
Wireless Intel AX211 WLAN Driver	555-BHKF	-	10	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth	555-BHHU	-	10	-
58WHR, 4 Cell Battery Express Charge Capable	451-BCWY	-	10	-
65W Type-C Adapter	492-BDGC	-	10	-
Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4	346-BHSX	-	10	-
E4 Power Cord 1M for US	537-BBDO	-	10	-
[APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide	340-CYGF	-	10	-
ENERGY STAR Qualified	387-BBPW	-	10	-

Fixed Hardware Configuration	998-FNQF	-	10	-
SupportAssist	525-BBCL	-	10	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	10	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	10	-
Waves Maxx Audio	658-BBRB	-	10	-
Dell Power Manager	658-BDVK	-	10	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	10	-
Dell Optimizer	658-BEQP	-	10	-
Windows PKID Label	658-BFDQ	-	10	-
Packaging BTS 65W Adapter + ADL CPU	340-CYVL	-	10	-
Intel Core i5 vPro Enterprise Label	340-CYNW	-	10	-
POD Label	389-EDJB	-	10	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	10	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	10	-
Bottom door ADL UMA-U15W L10 TGL UMA L10	321-BHKD	-	10	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	10	-
Dell Limited Hardware Warranty	997-8317	-	10	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	10	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-8332	-	10	-

			<b>Quantity</b>	<b>Subtotal</b>
<b>OptiPlex 5000 Small Form Factor</b>		<b>\$920.78</b>	<b>65</b>	<b>\$59,850.70</b>

Estimated delivery if purchased today:  
Mar. 30, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5000 Small Form Factor	210-BCRK	-	65	-
12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	65	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	65	-
No Microsoft Office License Included	658-BCSB	-	65	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	65	-
16GB (1X16GB) DDR4 Non-ECC Memory	370-AGIY	-	65	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BEUX	-	65	-
M.2 22x30 Thermal Pad	412-AAQT	-	65	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	65	-
AMD Radeon 550 2GB LP (DP/DP)	490-BHFK	-	65	-
240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMJ	-	65	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	65	-
No Optical Drive	429-ABKF	-	65	-
CMS Software not included	632-BBBJ	-	65	-
SD 4.0 Media Card Reader for OptiPlex 5000 SFF	385-BBRJ	-	65	-

Chassis Intrusion Switch	461-AAIY	-	65	-
No Additional Add In Cards	382-BBHX	-	65	-
No Additional Video Ports	492-BCKH	-	65	-
SupportAssist	525-BBCL	-	65	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	65	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	65	-
Waves Maxx Audio	658-BBRB	-	65	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	65	-
Dell Optimizer	658-BEQP	-	65	-
Windows PKID Label	658-BFDQ	-	65	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5000	658-BFJT	-	65	-
ENERGY STAR Qualified	387-BBLW	-	65	-
Dell Watchdog Timer	379-BESJ	-	65	-
Quick Start Guide	340-CYET	-	65	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	65	-
Shipping Material	340-CQYR	-	65	-
Shipping Label	389-BBUU	-	65	-
Regulatory Label for OptiPlex 5000 SFF 240W	389-ECPK	-	65	-
No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	65	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	65	-
Desktop BTO Standard shipment	800-BBIO	-	65	-
No Keyboard Selected	580-AABG	-	65	-
No Mouse Selected	570-AAAF	-	65	-
No Cover Selected	325-BCZQ	-	65	-
Custom Configuration	817-BBBB	-	65	-
Internal Speaker	520-AARD	-	65	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	65	-
Intel vPro Essentials	631-ADES	-	65	-
Dell Limited Hardware Warranty Plus Service	804-9043	-	65	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	804-9044	-	65	-

	<b>Quantity</b>	<b>Subtotal</b>
	<b>\$1,836.07</b>	<b>15</b>
		<b>\$27,541.05</b>

**Precision 5820 Tower**

Estimated delivery if purchased today:  
Mar. 13, 2023  
Contract # C000000006841  
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 5820 Tower XCTO Base	210-ANJK	-	15	-
Intel Xeon Processor W-2223 (4C 3.6GHz 3.9GHz Turbo HT 8.25MB 120W DDR4-2666)	338-BUNW	-	15	-
CPU Heatsink 5820 Tower	412-AALF	-	15	-
Precision 5820 Tower 950W PCIe FlexBay Chassis CL FMX	321-BGTO	-	15	-
AMD Radeon Pro WX 3200, 4GB, 4 mDP (FWS)	490-BFKK	-	15	-



32GB 2x16GB DDR4 2933MHz RDIMM ECC Memory	370-AESP	-	15	-
Intel vPro Technology Enabled	631-ABMK	-	15	-
Intel NVMe PCIe SSD (Front PCIe FlexBay)	414-BBBV	-	15	-
Intel Integrated controller (RST-e) with 1-2 Front FlexBay NVMe PCIe Drives	321-BDWI	-	15	-
Dell M.2 carrier	400-AVDR	-	15	-
M.2 1TB PCIe NVMe Class 40 Solid State Drive	401-ABJR	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Optical	429-ABER	-	15	-
Windows 10 Pro for Workstations (up to 4 cores, Includes Windows 11 Pro License) English, French, Spanish	619-APYE	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Hard Drive	400-AKZR	-	15	-
No SATA RAID	780-BBCJ	-	15	-
Slim filler panel (no opt.)	429-ABEP	-	15	-
GPT is 100% required for all order	411-XXYB	-	15	-
No Microsoft Office License Included	658-BCSB	-	15	-
No Additional Keyboard	580-ABIS	-	15	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	15	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	15	-
US Power Cord	470-AAKG	-	15	-
Placemat 5820 Tower MUI DAO	340-BYNM	-	15	-
Resource DVD not Included	430-XXYU	-	15	-
Not ENERGY STAR Qualified	387-BBBE	-	15	-
Dell Optimizer for Precision	640-BBSC	-	15	-
Ship Material Tower 5820,7820	328-BCRU	-	15	-
SHIP,PWS,LNK,NO,NO,AMF	340-AEYP	-	15	-
T5820 950W Regulatory Label (DAO)	389-CGKH	-	15	-
Performance Optimized	370-AAIP	-	15	-
BIOS match checked back to factory	444-BBBG	-	15	-
BIOS binary check enabled and verified	444-BBBS	-	15	-
SupportAssist	525-BBCL	-	15	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	15	-
Enable Low Power Mode	658-BBMQ	-	15	-
Dell Developed Recovery Environment	658-BCUV	-	15	-
Dell Limited Hardware Warranty Plus Service	997-7163	-	15	-
Onsite/In-Home Service After Remote Diagnosis, 3 Years	997-7165	-	15	-

<b>Subtotal:</b>	<b>\$103,158.65</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

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<b>Total:</b>	<b>\$103,158.65</b>
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# Important Notes

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## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oemterms](http://www.dell.com/oemterms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

**^DELL BUSINESS CREDIT (DBC):** Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.