THE CITY OF SAN FERNANDO

San Fernando City Council

Regular Meeting Notice and Agenda

June 18, 2018 – 6:00 PM

City Hall Council Chambers
117 MacNeil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin
Vice Mayor Antonio Lopez
Councilmember Jaime Soto
Councilmember Joel Fajardo
Councilmember Robert C. Gonzales

PLEDGE OF ALLEGIANCE

Led by Director of Recreation and Community Services Julian J. Venegas

APPROVAL OF AGENDA

PRESENTATIONS

a) CERTIFICATE OF APPRECIATION – VICTOR MARTINEZ (MARTINEZ INCOME TAX & ACCOUNTING)
Mayor Sylvia Ballin

b) PRESENTATION BY TREVOR M. RICHMOND, DEPUTY CHIEF BUREAU COMMANDER, LOS ANGELES FIRE DEPARTMENT OPERATIONS VALLEY BUREAU
Councilmember Jaime Soto

c) LOS ANGELES COUNTY PUBLIC LIBRARY – ANNUAL REPORT
City Manager Alexander P. Meyerhoff

DECORUM AND ORDER

The City Council, elected by the public, must be free to discuss issues confronting the City in an orderly environment. Public members attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council (SF Procedural Manual). Any person making impertinent derogatory or slanderous remarks or who becomes boisterous while addressing the City Council or while attending the City Council meeting, may be removed from the room if the Presiding Officer so directs the sergeant-at-arms and such person may be barred from further audience before the City Council.

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments relating to City Business. Anyone wishing to speak, please fill out the blue form located at the Council Chambers entrance and submit it to the City Clerk. When addressing the City Council please speak into the microphone and voluntarily state your name and address.

CITY COUNCIL - LIAISON UPDATES

CONSENT CALENDAR

Items on the Consent Calendar are considered routine and may be disposed of by a single motion to adopt staff recommendation. If the City Council wishes to discuss any item, it should first be removed from the Consent Calendar.

1) REQUEST TO APPROVE THE MINUTES OF:

a) **MAY 29, 2018 – SPECIAL MEETING**
b) **JUNE 4, 2018 – SPECIAL MEETING**
c) **JUNE 4, 2018 – REGULAR MEETING**

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

Recommend that the City Council adopt Resolution No. 18-062 approving the Warrant Register.

3) CONSIDERATION TO ADOPT A RESOLUTION SETTING THE FISCAL YEAR 2018-2019 ARTICLE XIIIB APPROPRIATIONS (GANN) LIMIT

Recommend that the City Council adopt Resolution No. 7868 setting the Fiscal Year 2018-2019 Article XIIIB Appropriation Limit at $51,940,633.

4) CONSIDERATION OF DISASTER COUNCIL APPOINTMENTS

Recommend that the City Council:

a. Approve the re-appointment of Gene Roske as a Disaster Communications Representative; and

b. Approve the appointment of Chief John Drake as representative of the Los Angeles Fire Department to the Disaster Council for a two-year term.

5) CONSIDERATION TO ADOPT A RESOLUTION AMENDING THE SALARY PLAN FOR FISCAL YEAR 2017-2018

Recommend that the City Council:

a. Adopt Resolution No. 7865 amending Resolution No. 7796, the Salary Plan for Fiscal Year 2017-2018; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

6) CONSIDERATION TO ADOPT RESOLUTIONS APPROVING THE SALARY PLAN AND THE TABLE OF ORGANIZATION FOR FISCAL YEAR 2018-2019

Recommend that the City Council:

a. Adopt Resolution No. 7866 approving the Salary Plan for Fiscal Year 2018-2019;

b. Adopt Resolution No. 7867 approving the Table of Organization for Fiscal Year 2018-2019; and

c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

7) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR FEDERALLY FUNDED PROJECTS

Recommend that the City Council adopt Resolution No. 7864 authorizing the Director of Public Works/City Engineer to execute right-of-way certifications for federally funded projects with the California Department of Transportation.

8) CONSIDERATION TO APPROVE AN AGREEMENT BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITY OF SAN FERNANDO FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TOTAL MAXIMUM DAILY LOAD (TMDL)

Recommend that the City Council:

a. Approve the Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the City of San Fernando (Contract No. 1888) for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL; and

b. Authorize the City Manager to execute said Agreement.

9) CONSIDERATION TO APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SAN FERNANDO AND SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM AND ENHANCED WATERSHED MANAGEMENT PLAN FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

Recommend that the City Council:

a. Approve the Memorandum of Agreement (Contract No. 1889) between the City of San Fernando and San Gabriel Valley Council of Governments Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area; and

b. Authorize the City Manager to execute said Agreement.

10) CONSIDERATION TO AUTHORIZE A NOTICE OF COMPLETION FOR THE ANNUAL RESURFACING PROJECT FISCAL YEAR 2016-2017 PROJECT NO. 7600, PLAN NO. P-725

Recommend that the City Council:

a. Accept the improvements as constructed by Toro Enterprises, Inc., and consider the work complete;

b. Authorize the issuance and filing of the “Notice of Completion” with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and

c. Authorize the release of the five percent retention amount ($47,584.10) after the 35-day lien period from the date the Notice of Completion is recorded.

11) CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION/SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 FOR A TERM BEGINNING JULY 1, 2017 AND EXPIRING JUNE 30, 2022

Recommend that the City Council:

a. Approve the proposed Memorandum of Understanding with the San Fernando Public Employees' Association/Service Employees International Union Local 721 (Contract No. 1887) for a term beginning July 1, 2017 and expiring June 30, 2022; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

12) CONSIDERATION TO APPROVE A PURCHASE ORDER WITH EDGESOFT, INC., TO UPGRADE THE CURRENT ENTERPRISE LAND MANAGEMENT SYSTEM APPLICATION AND ONLINE CITIZEN ACCESS PORTAL

Recommend that the City Council:

a. Waive formal bidding requirements and award the Purchase Order as an upgrade to an existing proprietary system used by the City;

b. Approve a Purchase Order with Edgesoft, Inc. to upgrade the City's existing Enterprise Land Management System Application and Online Citizen Access Portal in an amount not-to-exceed $50,000;

c. Approve an amendment to the current Maintenance Agreement to include application hosting through Edgesoft, Inc. and increase the total compensation to $24,960 per year; and

d. Authorize the City Manager to execute all related documents.

PUBLIC HEARING

13) CONSIDERATION OF FISCAL YEAR 2018-2019 LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT PUBLIC HEARING AND CONFIRMATION OF ASSESSMENT

Recommend that the City Council:

a. Conduct a Public Hearing by following the Order of Procedure;

b. Adopt Resolution No. 7862 ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and

c. Adopt Resolution No. 7863 approving the Final Engineer's Report for the Fiscal Year 2018-2019 Landscaping and Lighting Assessment District.

14) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE FISCAL YEAR 2018-2019 CITY BUDGET

Recommend that the City Council:

a. Conduct a Public Hearing;

b. Review and discuss the Fiscal Year 2018-2019 Proposed Budget; and

c. Adopt Resolution No. 7869 approving the Fiscal Year 2018-2019 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

ADMINISTRATIVE REPORTS

15) CONSIDERATION TO APPROVE AN AGREEMENT TO PURCHASE SINGLE SPACE SMART PARKING METERS FROM IPS GROUP, INC.

Recommend that the City Council:

a. Waive formal bid requirements and piggyback on the terms and pricing offered to City of Berkeley for IPS smart parking meters through a competitive bid process;

b. Approve an Agreement to Purchase Parking Meter Equipment and Related Services (Contract No. 1885) with IPS Group, Inc. to purchase 100 single space smart parking meters and provide the related web-based Data Management System (DMS) software;

c. Authorize the City Manager to execute the Purchase Agreement with IPS Group, Inc.;

d. Authorize the City Manager to execute a 36-month Lease to Purchase Agreement with ROC Leasing LLC dba Real Lease (Contract No. 1890), including changes recommended by the City Attorney, provided there are no changes to the basic terms of the agreement and the lease interest rate does not change by more than 50 basis points (0.50%);

e. Authorize a continued minimum meter fee of $1.00 for credit card transactions; and

f. Direct staff to implement Phase One and install the Smart Meters throughout the Civic Center area, which includes areas surrounding the San Fernando Courthouse, City Hall, Police Department, and Public Works facility.

16) DISCUSSION REGARDING AN AUTOMATIC VOTE RECOUNT POLICY

This item is placed on the agenda by Councilmember Joel Fajardo.

DEPARTMENT HEADS - COMMISSION UPDATES

GENERAL COUNCIL COMMENTS

STAFF COMMUNICATION

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.

Elena G. Chávez, CMC
City Clerk
Signed and Posted: June 14, 2018 (5:00 p.m.)

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Regular Meeting
San Fernando City Council

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SAN FERNANDO CITY COUNCIL
MINUTES

MAY 29, 2018 – 4:00 P.M.
SPECIAL MEETING

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 4:01p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez (arrived at 4:21 p.m.) and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto

PLEDGE OF ALLEGIANCE

Led by Director of Public Works/City Engineer Yazdan (Yaz) Emrani

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

None

RECESS TO CLOSED SESSION (4:01 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
G.C. §54956.8

Property:	543, 553, and 563 Glenoaks Boulevard, City of San Fernando
Agency Negotiators:	City Manager Alexander P. Meyerhoff, Lead Negotiator Deputy City Manager/Director of Finance Nick Kimball City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	John Manavian, Robertson Properties Group
Under Negotiation:	Price and Terms as it Relates to Proposed Development Agreement

RECONVENE/REPORT OUT FROM CLOSED SESSION (4:27 P.M.)

Assistant City Attorney Padilla reported that a general update on the status of negotiations was provided by Director of Community Development Tim Hou and legal staff, feedback and input was given by the City Council but no final action was taken. However, this item would be addressed in open session (listed on this agenda).

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the Consent Calendar Item:

1) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

ADMINISTRATIVE REPORTS

2) SIXTH AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH SAN FERNANDO GATEWAY, LLC, REGARDING OPERATION OF THE SAN FERNANDO SWAP MEET AT 585 GLENOAKS BOULEVARD

Director of Community Development Tim Hou presented the staff report and introduced Neil Haltrecht with Robertson Properties Group.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to:

a. Approve the redline version (as noted by Assistant City Attorney Padilla) of the Sixth Amendment to the Memorandum of Understanding between the City of San Fernando and San Fernando Gateway, LLC concerning the operation of the San Fernando Swap Meet (Contract No. 1480(f)); and

b. Authorize the City Manager to execute all related documents.

By consensus, the motion carried.

3) FISCAL YEAR 2018-2019 BUDGET STUDY SESSION NO. 1

Deputy City Manager/Director of Finance Nick Kimball presented the staff report and provided budget information regarding each City department.

Director of Public Works/City Engineer Emrani gave an update regarding the City's Capital Improvement Program.

Being there was no members of the public present, Mayor Ballin announced that she would re-open the Public Statements portion of the meeting should residents arrive and want to speak.

Discussion ensued and staff replied to questions from Councilmembers.

Councilmembers requested feedback regarding various items including: cost of a deferred maintenance study, a facility maintenance plan, sidewalk repairs, LED street lights, election recount cost, the number of requests for public records, funding of senior programs and program improvements, explanation and recommendations regarding employee overtime, a plan for fixing the trash situation in the downtown area, and the status of film permits.

Discussion item only; no formal action was taken.

ADJOURNMENT (5:37 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting in memory of Burbank Mayor Will Rogers. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of May 29, 2018, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

JUNE 4, 2018 – 5:00 P.M.
SPECIAL MEETING

City Hall Community Room
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 5:02 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

Absent: Councilmember Jaime Soto

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Vice Mayor Lopez, to approve the agenda. By consensus, the motion carried.

PUBLIC STATEMENTS – WRITTEN/ORAL

Ruben Quintana SFPEA, talked about the negotiation process and expressed gratitude regarding finalizing their contract. The members are looking forward to working together and with the community regarding the upcoming ballot measure.

RECESS TO CLOSED SESSION (5:03 P.M.)

By consensus, Councilmembers recessed to the following Closed Session as announced by Assistant City Attorney Padilla:

A) CONFERENCE WITH LABOR NEGOTIATOR
G.C. §54957.6

Designated City Negotiators:

City Manager Alexander P. Meyerhoff
Deputy City Manager/Director of Finance Nick Kimball
City Attorney Rick Olivarez
Assistant City Attorney Richard Padilla

Employees and Employee Bargaining Units that are the Subject of Negotiation:
San Fernando Management Group (SEIU, Local 721)
San Fernando Public Employees' Association (SEIU, Local 721)
San Fernando Police Officers Association
San Fernando Police Officers Association Police Management Unit
San Fernando Police Civilian Association
San Fernando Part-time Employees' Bargaining Unit (SEIU, Local 721)
All Unrepresented Employees

B) CONFERENCE WITH LEGAL COUNSEL TO DISCUSS AND PROVIDE UPDATES ON MULTIPLE EXISTING LITIGATION MATTERS
G.C. §54956.9(d)(1)

Jorge Bayardo v. City of San Fernando, LASC Case No. BC626481
Kevin Yoo v. City of San Fernando, LASC Case No. BC626482
Young Bin Cho v. City of San Fernando, LASC Case No. BC626478
Jeffrey Pak v. City of San Fernando, LASC Case No. BC626480
Saul Garibay v. City of San Fernando, LASC Case No. BC626479

C) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
G.C. §54956.8

Property:	732 Mott Street, 700 Chatsworth Drive and 713 Chatsworth Drive, City of San Fernando
Agency Negotiator:	City Manager Alexander P. Meyerhoff, Lead Negotiator Deputy City Manager/Director of Finance Nick Kimball City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Mission Community Hospital and Deanco Healthcare, LLC Craig B. Garner, Garner Health Law Corporation James K. Theiring, Chief Executive Officer
Under Negotiation:	Price and Terms of Payment as it Relates to Leasing of Real Property

D) CONFERENCE WITH REAL PROPERTY NEGOTIATOR
G.C. §54956.8

Property:	13441 Foothill Blvd., Sylmar, City of Los Angeles
Agency Negotiator:	City Manager Alexander P. Meyerhoff, Lead Negotiator Director of Public Works/City Engineer Yazdan (Yaz) Emrani City Attorney Rick Olivarez Assistant City Attorney Richard Padilla
Negotiating Parties:	Christina Garay, LA Homes 4 U, on behalf of owner Richard C. Patterson
Under Discussion:	Price and Terms of Payment Regarding Acquisition of Real Property

RECESS (6:00 P.M.)

Mayor Ballin recessed the meeting in order to continue with the regular meeting of the City Council.

RECONVENE/RECESS TO CLOSED SESSION (9:57 P.M.)

REPORT OUT FROM CLOSED SESSION (10:37 P.M.)

Assistant City Attorney Padilla reported the following:

Item A – An update was provided by the City's negotiators, feedback was given by City Council, but no final action was taken.

Item B – There was a unanimous consensus as to authority given to Legal Counsel regarding monetary aspects of three matters of litigation. General consensus, or acceptance of non-monetary compensation issues, as to the other matters related on the listed items.

Item C & D – Updates were provided by City staff, direction given by the City Council, but no final action was taken.

ADJOURNMENT (10:37 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn. By consensus, the meeting was adjourned.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 4, 2018, meeting as approved by the San Fernando City Council.

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Elena G. Chávez, CMC
City Clerk

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SAN FERNANDO CITY COUNCIL
MINUTES

JUNE 4, 2018 – 6:00 P.M.
REGULAR MEETING

City Hall Council Chambers
117 Macneil Street
San Fernando, CA 91340

CALL TO ORDER/ROLL CALL

Mayor Sylvia Ballin called the meeting to order at 6:01 p.m.

Present:

Council: Mayor Sylvia Ballin, Vice Mayor Antonio Lopez, and Councilmembers Joel Fajardo, Jaime Soto and Robert C. Gonzales

Staff: City Manager Alexander P. Meyerhoff, Assistant City Attorney Richard Padilla and City Clerk Elena G. Chávez

PLEDGE OF ALLEGIANCE

Led by Director of Community Development Timothy Hou

APPROVAL OF AGENDA

Motion by Councilmember Fajardo, seconded by Councilmember Soto, to approve the agenda. By consensus, the motion carried.

PRESENTATIONS

The following presentations were made:

a) RECOGNITION OF HEAVENLY PANCAKES RESTAURANT OWNERS SELVA AND VICTOR MAGAÑA
b) RECOGNITION OF SAN FERNANDO HIGH SCHOOL WOMEN'S WRESTLING CHAMPIONS
c) PRESENTATION BY L.A. TREE PEOPLE ON THE CALLES VERDES PROJECT

DECORUM AND ORDER

Assistant City Attorney Padilla provided a brief summary of the rules.

PUBLIC STATEMENTS – WRITTEN/ORAL

Irwin Rosenberg (San Fernando Police Officers' Association) said it is essential that the City Council vote in favor of Item 10 (to place a measure on the November ballot extending the existing half-cent local sales tax).

Maritza Duarte, Las Palmas Park Senior Club member, thanked Councilmembers who listened to their concerns and provided support for their dances, and she submitted additional signatures for their petition to Council regarding support for various items.

Michael Remenih also spoke in support of Item 10.

Joe Ruelas said he found 40 campaign flyers at his home and suggested establishing protocol so that candidates running for office follow certain rules. He also said that Harding Ave. (his street) has not been repaved for many years and has major potholes.

Jesse Avila spoke in support of Measure A and said to let residents decide whether it will be extended.

CITY COUNCIL - LIAISON UPDATES

Councilmember Fajardo gave updates regarding the League of Cities, San Fernando Valley Council of Governments and Metro.

Councilmember Soto talked about the Ad Hoc Committee on Ice Cream Truck Vendor Operations Regulations and spoke about the Los Angeles Fire Department.

In response to his comments and by consensus, the City Council formed an Ad Hoc committee (consisting of Vice Mayor Lopez and Councilmember Soto) regarding the Los Angeles City Fire Department.

Councilmember Gonzales also gave updates regarding Metro, Independent Cities Association, Metro Service Council, and reported that the Ad Hoc Committee on the Wild Horse Children's Foundation had met.

Vice Mayor Lopez also gave an update regarding Metro.

Mayor Ballin said that she attended the Independent Cities Association conference with Contract Cities and gave an update regarding the Metropolitan Water District.

CONSENT CALENDAR

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to approve the following Consent Calendar Items:

1) REQUEST TO APPROVE THE MINUTES OF MAY 21, 2018 – SPECIAL MEETING

2) CONSIDERATION TO ADOPT A RESOLUTION APPROVING THE WARRANT REGISTER

3) CONSIDERATION TO ADOPT AN ORDINANCE AMENDING THE CITY CODE BY ADDING A NEW DIVISION 9 (ELECTRIC VEHICLE CHARGING STATIONS) TO REGULATE THE PARKING IN DESIGNATED ELECTRIC VEHICLE CHARGING STATION PARKING STALLS

4) CONSIDERATION TO ADOPT A RESOLUTION AUTHORIZING AND DIRECTING THE CITY CLERK TO DESTROY CERTAIN CITY RECORDS AND DOCUMENTS PURSUANT TO THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA

5) CONSIDERATION TO ADOPT A RESOLUTION SETTING A PUBLIC HEARING DATE TO CONSIDER THE PLACEMENT OF LIENS ON REAL PROPERTY FOR NON-PAYMENT OF RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES BILLINGS

6) CONSIDERATION TO AUTHORIZE SUBMITTAL OF GRANT APPLICATION TO THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR THE METRO OPEN STREETS PROGRAM GRANT CYCLE THREE TO FUND THE HEALTHY SAN FERNANDO OPEN STREETS FESTIVAL

7) DISASTER COUNCIL APPOINTMENTS

8) CONSIDERATION TO APPROVE A NON-EXCLUSIVE LICENSE AGREEMENT WITH THE WILD HORSE CHILDREN'S FOUNDATION TO GRANT ACCESS TO USE PARK FACILITIES AT PIONEER PARK

9) CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RJM DESIGN GROUP, INC. TO INCLUDE ADDITIONAL COSTS ASSOCIATED WITH THE PARK MASTER PLAN

By consensus, the motion carried.

PUBLIC HEARING

10) CONSIDERATION TO ADOPT A RESOLUTION AND ORDINANCE TO PLACE A MEASURE ON THE NOVEMBER BALLOT TO EXTEND THE EXISTING HALF-CENT LOCAL SALES TAX

Mayor Ballin declared the Public Hearing open

Assistant City Attorney Padilla presented the staff report and replied to various questions from Councilmembers.

Discussion ensued amongst Councilmembers.

Mayor Ballin called for public testimony.

Jesse Avila gave background (as a former Councilmember) information regarding Measure A and why it had to be done and he suggested that people take a good look at who's in favor and who is not.

Mary Mendoza asked about the expiration date of this measure (Mayor Ballin reported that staff would be responding).

Michael Remenih said there is still lots to be done in the City (i.e., street repairs, etc.), it costs money, and has yet to hear an alternative to the proposed tax.

Paul Luna reported that he is not in favor of a tax but the reality is there is currently nothing in place that would replace the necessary funds (new businesses are not coming into the City and Sam's Club is no longer here), and he hopes the continuance of this tax will help.

Dave Bernal said that he doesn't like the fact that it's a permanent tax, but unfortunately it needs to be done so "place this on the ballot and let the voters decide".

In response to Mrs. Mendoza's question, Assistant City Attorney Padilla replied that the current tax will sunset on September 31, 2020. If the proposed tax is not placed on the regular 2018 November election, it would have to be done at a special election and the challenge would be a unanimous fiscal finding requirment.

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to close the Public Hearing. By consensus, the motion carried.

Discussion ensued amongst Councilmembers.

Vice Mayor Lopez made a motion to move forward with Councilmember Fajardo's suggested changes to the ballot measure question. The motion was seconded by Councilmember Fajardo.

Assistant City Attorney Padilla restated the ballot measure question:

> *Extension of City Half-Cent Transactions and Use Tax. To preserve funding for essential City services like fire and police services; street and sidewalk repair; park maintenance; cultural and recreational programs; personnel wage increases and other unrestricted general revenue purposes; and to restore the City's "rainy day" general fund reserves, shall the City's existing half percent*

(1/2%) transactions and use tax be extended until such time as the tax is repealed by City voters?

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Lopez, Ballin – 4
NOES: Soto – 1
ABSENT: None

RECESS (8:40 P.M.)

Deputy City Manager/Finance Director Nick Kimball began to present the budget item but discussion continued regarding Item 10. Mayor Ballin then called for a brief recess.

At this time, Councilmember Soto exited the Council Chambers.

RECONVENE (8:48 P.M.)

Regarding Item No. 10, Assistant City Attorney Padilla reported that the City Council had to make two motions (one for each, resolution and the ordinance).

Motion by Councilmember Gonzales, seconded by Fajardo, to adopt Resolution No. 7852, subject to the word changes to the ballot measure question previously voted on:

i. Calling and giving notice of a General Municipal Election to be held November 6, 2018 to submit to the City a question relating to the extension of the City's existing Half-cent Transactions and Use Tax;

ii. Requesting consolidation of such election with the County General Election to be held on the same day;

iii. Requesting the County of Los Angeles to provide specific election services; and

iv. Setting priorities for filing written arguments and rebuttals regarding City measures and directing the City Attorney to prepare an impartial analysis; and

The motion carried with the following vote:

AYES: Gonzales, Fajardo, Lopez, Ballin – 4
NOES: *Soto – 1
ABSENT: None

Although absent for this motion, prior to leaving the meeting Councilmember Soto voted against the word changes to the ballot measure question.

Motion by Councilmember Gonzales, seconded by Councilmember Fajardo, to introduce for first reading, in title only, and waive further reading of Ordinance No. 1678, "An Ordinance of the City Council of the City of San Fernando, California, extending indefinitely, subject to voter approval, the General Purpose Transactions and Use Tax administered by the California Department of Tax and Fee Administration and codified under Article V (Transactions and Use Tax) of Chapter 82 (Taxation) of the San Fernando Municipal Code pursuant to Revenue & Taxation Code Sections 7251 et seq."

The motion carried with the following vote:

AYES:	Gonzales, Fajardo, Lopez, Ballin – 4
NOES:	None
ABSENT:	Soto – 1

Motion by Vice Mayor Lopez, seconded by Mayor Ballin, to create an Ad Hoc committee (consisting of Councilmembers Gonzales and Fajardo) to prepare the argument in favor of the measure.

AYES:	Gonzales, Fajardo, Lopez, Ballin – 4
NOES:	None
ABSENT:	Soto – 1

ADMINISTRATIVE REPORTS

11) FISCAL YEAR (FY) 2018-2019 BUDGET STUDY SESSION NO. 2

Deputy City Manager/Finance Director Nick Kimball presented the staff report. He and Department Heads replied to various questions from Councilmembers.

Staff provided feedback regarding follow-up items from the last meeting including: cost of a deferred maintenance study, a facility maintenance plan, sidewalk repairs, LED street lights, election recount cost, the number of requests for public records, funding of senior programs and program improvements, explanation and recommendations regarding employee overtime, a plan for fixing the trash situation in the downtown area, and the status of film permits.

Discussion ensued and staff replied to questions from Councilmembers.

Councilmember Fajardo inquired about an automatic recount of votes if the election is within a close margin (i.e., two candidates are tied, or within a half of a percent), and suggested that the City set aside money for a possible recount. By consensus, staff was directed to report back with information and options.

Councilmember Gonzales asked for a breakdown of overtime (i.e., how much is recovered or partially recovered) and said that information would be useful in determining the actual cost.

DEPARTMENT HEADS - COMMISSION UPDATES

City Clerk Chávez reported that the Education Commission would be having a special meeting tomorrow.

Police Chief Vairo gave an update regarding the Homeless Connect Day to be held on July 19 at Las Palmas Park and invited all to attend.

Director of Recreation and Community Services Julian Venegas provided updates regarding the summer programs and activities.

Director of Community Development Tim Hou reported that the Planning and Preservation Commission will meet tomorrow, announced the hiring of Associate Planner Gerardo Marquez, and he provided an update regarding an American Planning Association Ambassadors Program contest at San Fernando Middle School.

Director of Public Works/City Engineer Yazdan T. Emrani reported there would be a Transportation and Safety Commission meeting on Wednesday.

City Manager Meyerhoff gave updates regarding various meetings and activities that he has participated with staff and several organizations.

GENERAL COUNCIL COMMENTS

Councilmember Gonzales thanked staff for staying this late for the meeting.

Vice Mayor Lopez thanked staff for addressing a concern from the last meeting and replacing the styrofoam cups for paper cups.

Mayor Ballin thanked staff and said she is looking forward to going into the Closed Session meeting.

STAFF COMMUNICATION

None.

ADJOURNMENT (9:57 P.M.)

Motion by Councilmember Fajardo, seconded by Councilmember Gonzales, to adjourn the meeting. By consensus the motion carried.

I do hereby certify that the foregoing is a true and correct copy of the minutes of June 4, 2018, meeting as approved by the San Fernando City Council.

_____
Elena G. Chávez, CMC
City Clerk

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 18, 2018

Subject: Consideration to Adopt a Resolution Approving the Warrant Register

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 18-062 (Attachment "A") approving the Warrant Register.

BACKGROUND:

For each City Council meeting the Finance Department prepares a Warrant Register for Council approval. The Register includes all recommended payments for the City. Checks, other than special checks, generally are not released until after the Council approves the Register. The exceptions are for early releases to avoid penalties and interest, excessive delays and in all other circumstances favorable to the City to do so. Special checks are those payments required to be issued between Council meetings such as insurance premiums and tax deposits. Staff reviews requests for expenditures for budgetary approval and then prepares a Warrant Register for Council approval and or ratification. Items such as payroll withholding tax deposits do not require budget approval.

The Deputy City Manager/Director of Finance hereby certifies that all requests for expenditures have been signed by the department head, or designee, receiving the merchandise or services thereby stating that the items or services have been received and that the resulting expenditure is appropriate. The Deputy City Manager/Director of Finance hereby certifies that each warrant has been reviewed for completeness and that sufficient funds are available for payment of the warrant register.

ATTACHMENT:

A. Resolution No. 18-062

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

ATTACHMENT "A"

RESOLUTION NO. 18-062

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO ALLOWING AND APPROVING FOR PAYMENT DEMANDS PRESENTED ON DEMAND/ WARRANT REGISTER NO. 18-062

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

1. That the demands (EXHIBIT "A") as presented, having been duly audited, for completeness, are hereby allowed and approved for payment in the amounts as shown to designated payees and charged to the appropriate funds as indicated.

2. That the City Clerk shall certify to the adoption of this Resolution and deliver it to the City Treasurer.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

EXHIBIT "A"

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210550	6/18/2018	888356 ADVANCED AUTO REPAIR	1238		VEHICLE REPAIRS AND BODY WORK	
				11675	041-320-0224-4400	1,529.56
			1247		VEHICLE REPAIRS AND BODY WORK	
				11675	041-320-0225-4400	736.00
					Total :	**2,265.56**
210551	6/18/2018	892903 AGUILERA, SAMUEL	2000099.003		SENIOR TRIP REFUND	
					004-2384	2,000.00
					Total :	**2,000.00**
210552	6/18/2018	889043 ALADIN JUMPERS	062118		OBSTICLE COURSE RENTAL-FOSTER (	
					004-2388	884.00
			062118		FACE PAINTING-FOSTER CARE EVENT	
					004-2388	240.00
					Total :	**1,124.00**
210553	6/18/2018	100130 ALMANZA, LAURA	2000096.003		SENIOR TRIP REFUND	
					004-2383	270.00
			2000098.003		SENIOR TRIP REFUND	
					004-2383	250.00
					Total :	**520.00**
210554	6/18/2018	100143 ALONSO, SERGIO	MAY 2018		MMAP INSTRUCTOR	
					001-424-0000-4430	1,140.00
					Total :	**1,140.00**
210555	6/18/2018	892646 ALVARADO, GLORIA	REIMB.		REIMB-SENIOR MOTHER'S DAY DANCE	
					004-2380	89.05
					Total :	**89.05**
210556	6/18/2018	100175 AMERICAN WATER WORKS ASSOC.	0001746873		AWWA C810-17 BOOK	
					070-381-0000-4300	71.50
					Total :	**71.50**
210557	6/18/2018	100195 ANIMAL SPECIALTY GROUP, INC	844711		VET BILL FOR K9 LOKI	
					001-225-0000-4270	851.95

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210557	6/18/2018	100195 100195 ANIMAL SPECIALTY GROUP, INC	(Continued)		**Total :**	**851.95**
210558	6/18/2018	892904 ATAP PHOTOGRAPHY	70008		SENIOR EXPO PHOTOGRAPHY	
					004-2346	100.00
					Total :	**100.00**
210559	6/18/2018	891209 AUTONATION SSC	267981		VEHICLE MAINTENANCE AND REPAIRS	
				11669	041-320-0225-4400	56.81
					Total :	**56.81**
210560	6/18/2018	890546 BARAJAS, CRYSTAL	MAY 2018		MMAP MENTOR INSTRUCTOR	
					001-424-0000-4430	272.00
					Total :	**272.00**
210561	6/18/2018	892784 BARAJAS, MARIA BERENICE	05/05/18-06/01/18-1		CYCLING INSTRUCTOR	
					017-420-1337-4260	60.00
			05/05/18-06/01/18-2		TOTAL BODY CONDITIONING INSTRUC	
					017-420-1337-4260	75.00
			05/05/18-06/01/18-3		CROSSFIT/CARDIO INSTRUCTOR	
					017-420-1337-4260	200.00
					Total :	**335.00**
210562	6/18/2018	892576 BARBA, ROSA	50-3505-05		WATER ACCT REFUND-1208 MOUNTAI	
					070-2010	47.78
					Total :	**47.78**
210563	6/18/2018	892304 BARTEL ASSOCIATES, LLC	18-382		ACTUARIAL CONSULTING SERVICES	
				11786	001-130-0000-4260	1,030.90
					Total :	**1,030.90**
210564	6/18/2018	891484 BERLOC SIGN CO.	12678		MECHANICAL & ELECTRICAL DOOR SI	
					043-390-0000-4330	180.40
					Total :	**180.40**
210565	6/18/2018	891301 BERNARDEZ, RENATE Z.	455		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
			456		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210565	6/18/2018	891301 BERNARDEZ, RENATE Z.	(Continued)			
			457		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	**750.00**
210566	6/18/2018	889345 BSN SPORTS INC	902278822		CHAIN NETS	
					001-423-0000-4300	280.39
					017-420-1328-4300	26.33
					Total :	**306.72**
210567	6/18/2018	888800 BUSINESS CARD	050118		CERTIFICATE JACKETS	
					001-101-0000-4300	362.28
			050318		LODGING-SCAG CONFERENCE	
					001-101-0109-4370	199.69
			050418		ANNUAL SUBSCRIPTION	
					001-1230	99.00
			050718		BUSINESS CARDS	
					001-150-0000-4300	44.22
			050918		DINNER FOR STAFF & CC-05/07/18 MT(	
					001-101-0000-4300	40.36
			050918		DINNER FOR STAFF & CC-05/07/18 MT(	
					001-101-0000-4300	63.91
			051018		LODGING-ICSC CONF	
					001-150-0000-4370	155.33
			051118		ANNUAL MEMBERSHIP DUES	
					001-1230	135.00
			051118		LODGING-ICSC CONF	
					001-150-0000-4370	310.66
			051418		ART SUPPLIES FOR ALL ABILITIES ART	
					017-420-1343-4300	92.86
			051418		SUPPLIES FOR FITNESS & SPORTS PF	
					001-423-0000-4300	105.78
			051418		SUPPLIES FOR FITNESS & SPORTS PF	
					017-420-1328-4300	58.27
			051418		SUPPLIES FOR FITNESS & SPORTS PF	
					017-420-1337-4300	38.97
			051418		LP SENIOR DAY TRIP TICKETS	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210567	6/18/2018	888800 BUSINESS CARD	(Continued)			
					004-2383	837.50
			051418		LP SENIOR DAY TRIP TICKETS	
					004-2383	44.00
			051418		AIRFARE-ICSC CONF	
					001-150-0000-4370	214.96
			051518		CERTIFICATE JACKETS	
					001-101-0000-4300	236.83
			051618		SENIOR ZUMBA SHIRTS	
					004-2382	280.00
			051618		FLOWERS-SENIOR'S MOTHER'S DAY D	
					004-2380	460.00
			051718		DEP-YOUTH CHEER UNIFORMS	
					017-420-1328-4300	175.88
			052118		CROWNS-SENIOR CLUB MOTHER'S DA	
					004-2380	60.00
			052218		ENP PROG-MICROWAVE	
					004-2382	174.54
			052318		DINNER FOR STAFF & CC-05/21/18 MT(	
					001-101-0000-4300	27.17
			052318		DINNER FOR STAFF & CC-05/21/18 MT(	
					001-101-0000-4300	58.10
			052418		FLASH DRIVES	
					001-135-0000-4300	57.25
			052518		BUSINESS CARDS	
					001-101-0000-4300	44.22
			053018		ITEM RETURNED	
					004-2382	-174.54
			053118		MEETING REGISTRATION	
					001-101-0103-4370	45.00
					Total :	**4,247.24**
210568	6/18/2018	888800 BUSINESS CARD	041718		DOMAIN RENEWAL (CI.SAN-FERNAND(	
					001-135-0000-4270	60.00
			042618-1		ICSC RECON MEMBERSHIP FEE	
					001-150-0000-4380	50.00
			042718-2		RGSTR FEE-ICSC RECON CONVENTIO	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210568	6/18/2018	888800 BUSINESS CARD	(Continued)			
					001-150-0000-4370	640.00
			043018		FINANCE CHARGE	
					001-190-0000-4435	21.11
			051718		SUBSCRIPTION FEE-ADULT SPORTS P	
					017-420-1334-4260	89.94
					Total :	**861.05**
210569	6/18/2018	888800 BUSINESS CARD	052818		LODGING-DAR STC TRAINING	
					001-225-3688-4360	322.62
			053118		DAYMINDER WEEKLY PLANNER	
					001-222-0000-4300	34.42
					Total :	**357.04**
210570	6/18/2018	100462 BYRD INDUSTRIAL ELECTRONICS	412-18		EMERGENCY SERVICE OF SCADA ALA	
					070-384-0000-4260	240.00
					Total :	**240.00**
210571	6/18/2018	890368 C & M TOPSOIL, INC	66624		LANDSCAPE MULCH-LP PARK	
					043-390-0000-4300	131.40
			66631		LANDSCAPE MULCH-LP PARK	
					043-390-0000-4300	131.40
			66636		LANDSCAPE MULCH-LP PARK	
					043-390-0000-4300	131.40
					Total :	**394.20**
210572	6/18/2018	891860 CARL WARREN & COMPANY	10356-10369		REIMB. TO ITF ACCT (LIABILITY CLAIMS	
					006-1037	16,444.81
					Total :	**16,444.81**
210573	6/18/2018	890117 CASMANN	17328		CUSTOM COVER FOR EQUIP	
					070-383-0000-4310	789.45
			17329		CUSTOM COVER FOR EQUIP	
					070-383-0000-4310	789.15
			17333		CUSTOM COVER FOR EQUIP	
					070-383-0000-4310	1,036.40
					Total :	**2,615.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210574	6/18/2018	891767 CHAVEZ, ELIZABETH	05/05/18-06/01/18		ZUMBA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	**100.00**
210575	6/18/2018	888296 CHIEF SUPPLY CORPORATION	15739		SAFETY VESTS	
					001-222-0000-4300	51.98
					Total :	**51.98**
210576	6/18/2018	101957 CITY OF LOS ANGELES	38SF180000011		FIRE SERVICE - JUNE 2018	
					001-500-0000-4260	216,616.82
					Total :	**216,616.82**
210577	6/18/2018	100805 COOPER HARDWARE INC.	110983		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-341-0301-4300	21.89
			111098		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-341-0301-4300	43.09
			111223		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-341-0301-4300	66.18
			111242		MISC SUPPLIES FOR PW OPERATIONS	
				11672	043-390-0000-4300	25.81
			111247		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-341-0301-4300	26.05
			111325		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-311-0000-4300	29.67
			111386		MISC SUPPLIES FOR PW OPERATIONS	
				11672	001-311-0000-4300	98.07
			111409		MISC SUPPLIES FOR PW OPERATIONS	
				11672	070-384-0301-4300	64.61
			111414		MISC SUPPLIES FOR PW OPERATIONS	
				11672	043-390-0000-4300	8.72
			111428		MISC SUPPLIES FOR PW OPERATIONS	
				11672	043-390-0000-4300	55.81
					Total :	**439.90**
210578	6/18/2018	892687 CORE & MAIN LP	I832889		WATER METERS & FIRE SERVICE MAT	
				11681	070-383-0301-4300	1,413.86
			I838158		WATER METER BOX SUPPY	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210578	6/18/2018	892687 CORE & MAIN LP	(Continued)			
				11664	070-383-0301-4300	3,285.19
			I855952		PO 11681-WATER METERS & FIRE SER	
					070-383-0301-4300	1,019.01
					Total :	**5,718.06**
210579	6/18/2018	888743 COUNTY OF LOS ANGELES	AR0179959		CITY YARD TRANSFER STATION PERM	
					001-311-0000-4260	1,081.00
					Total :	**1,081.00**
210580	6/18/2018	890695 CROWN CITY ENGINEERING	18-06		TRAFFIC IMPACT ANALYSIS FOR A PRC	
				11783	001-2203	6,265.00
					Total :	**6,265.00**
210581	6/18/2018	891533 DEXYP	6100370401289		DOMAIN REGISTRAITON & E-MIAL	
					001-190-0000-4220	56.73
					Total :	**56.73**
210582	6/18/2018	101010 DUTHIE POWER SERVICES INC.	S53485		GENERATOR MAINTENANCE AND REP.	
				11699	041-320-0000-4260	2,981.88
					Total :	**2,981.88**
210583	6/18/2018	890879 EUROFINS EATON ANALYTICAL, INC	L0383360		WATER ANALYSIS-F729246	
					070-384-0000-4260	139.60
			L0383582		WATER ANALYSIS-F729937	
					070-384-0000-4260	139.60
			L0383634		WAER ANALYSIS-F730186	
					070-384-0000-4260	139.60
			L0384979		WATER ANALYSIS-F730868	
					070-384-0000-4260	139.60
			L0385181		WATER ANALYSIS-F731826	
					070-384-0000-4260	24.00
			L0385453		WATER ANALYSIS-F731575	
					070-384-0000-4260	139.60
			L0385454		WATER ANALYSIS-F731821	
					070-384-0000-4260	139.60
			L0385858		WATER ANALYSIS-F732498	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210583	6/18/2018	890879 EUROFINS EATON ANALYTICAL, INC	(Continued)			
					070-384-0000-4260	139.60
			L0386606		WATER ANALYSIS-F732920	
					070-384-0000-4260	139.60
			L0386607		WATER ANALYSIS-F733335	
					070-384-0000-4260	139.60
			L0387051		WATER ANALYSIS-F733914	
					070-384-0000-4260	50.00
			L0388498		WATER ANALYSIS-F717658	
					070-384-0000-4260	900.00
			L0388500		WATER ANALYSIS-F733269	
					070-384-0000-4260	175.00
					Total :	**2,405.40**
210584	6/18/2018	890897 EVAN BROOKS ASSOCIATES, INC	18005-11		MGMT SERVS RELATED TO HEALTHY S	
				11655	001-190-3711-4260	12,797.00
					Total :	**12,797.00**
210585	6/18/2018	103851 EVERSOFT, INC.	R1808420		SOFTNER-WELL 2A	
					070-384-0000-4260	76.62
			R1819313		WATER SOFTNER-WELL 2A	
					070-384-0000-4260	153.24
			R1819314		WATER SOFTNER-WELL 4A	
					070-384-0000-4260	157.32
					Total :	**387.18**
210586	6/18/2018	889871 EXOVA INC.	40830618		CHROMIUM, HEXCHROME & COURIER	
					070-384-0000-4260	2,835.00
					Total :	**2,835.00**
210587	6/18/2018	890377 F & F SIGNS	0219		GRAPHICS FOR NEW UNIT-PD2521	
					041-320-0225-4400	602.63
			0222		RE-DO GRAPHICS-PD4995	
					041-320-0225-4400	210.72
					Total :	**813.35**
210588	6/18/2018	892198 FRONTIER COMMUNICATIONS	209-150-5250-081292		MWD METER PHONE LINE	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210588	6/18/2018	892198 FRONTIER COMMUNICATIONS	(Continued)			
					070-384-0000-4220	54.98
			209-151-4939-102990		MUSIC CHANNEL PHONE LINE	
					001-190-0000-4220	50.85
			209-188-4361-031792		RCS PHONE LINES	
					001-420-0000-4220	112.52
			209-188-4362-031792		POLICE MAJOR PHONE LINES	
					001-222-0000-4220	579.00
			209-188-4363-031892		VARIOUS PHONE LINES	
					001-190-0000-4220	81.72
					070-384-0000-4220	243.82
					001-420-0000-4220	247.40
			818-361-6728-080105		HERITAGE PARK IRRIG SYSTEM PHON	
					001-310-0000-4220	33.38
			818-365-5097-120298		POLICE NARCOTICS VAULT	
					001-222-0000-4220	33.25
			818-837-1509-32207		PUBLIC WORKS PHONE LINE	
					001-190-0000-4220	33.17
			818-838-4969-021803		POLICE DEPT ALARM PANEL	
					001-222-0000-4220	115.25
					Total :	**1,585.34**
210589	6/18/2018	101296 GEMINI GROUP L.L.C.	118-13231		CCR-REPORT PRODUCTION	
					070-381-0000-4430	2,455.00
					Total :	**2,455.00**
210590	6/18/2018	101300 GENERAL PUMP CO., INC.	26453		HUBBARD BOOSTER #2 PUMP & MOTC	
				11771	070-385-0000-4320	805.00
					Total :	**805.00**
210591	6/18/2018	891664 GOLDEN TOUCH CLEANING, INC	65189		JANITORIAL SERVICES CONTRACT#17	
				11608	043-390-0000-4260	13,345.50
					Total :	**13,345.50**
210592	6/18/2018	890982 GONZALES, ROBERT C.	TRAVEL		PER DIEM-ICA SUMMER SEMINAR CON	
					001-1230	85.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210592	6/18/2018	890982 890982 GONZALES, ROBERT C.	(Continued)		**Total :**	**85.00**
210593	6/18/2018	892550 GOVEA, DAVID	JUNE 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
			MAY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**100.00**
210594	6/18/2018	101376 GRAINGER, INC.	9721087766		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	5.80
			9795644807		EQUIPMENT SUPPLIES	
					041-320-0000-4320	37.34
			9796399633		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	202.22
			9797879732		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	226.89
			9798314978		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	81.83
			9802689050		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	41.14
			9802689068		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	48.71
			9802995648		SUPPLIES FOR BLDG AND LANDSCAPI	
				11658	043-390-0000-4300	123.41
					Total :	**767.34**
210595	6/18/2018	101434 GUZMAN, JESUS ALBERTO	MAY 2018		MMAP INSTRUCTOR	
					108-424-3659-4260	400.00
					001-424-0000-4430	1,200.00
					Total :	**1,600.00**
210596	6/18/2018	888647 HDL SOFTWARE, LLC	0012375-IN		BUSINESS LICENSE ADMIN SERVICES	
				11634	001-130-0000-4260	8,719.04
					Total :	**8,719.04**
210597	6/18/2018	101511 HINDERLITER DE LLAMAS & ASSOC.	0029248-IN		CONSUMER DEMOGRAPHIC PROFILE	
					001-150-0000-4270	450.00

vchlist **Voucher List** Page: 11
06/13/2018 9:39:05AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210597	6/18/2018	101511 101511 HINDERLITER DE LLAMAS & ASSOC.	(Continued)		**Total :**	**450.00**
210598	6/18/2018	892439 HISTORICAL RESOURCES, INC.	1078		LOPEZ ADOBE CONTRACTUAL SERVIC	
					001-424-0000-4260	2,400.00
					Total :	**2,400.00**
210599	6/18/2018	101599 IMAGE 2000 CORPORATION	203558		FREIGHT-TONER DRUM	
					072-360-0000-4450	8.50
			204016		VARIOUS COPIER MAINT CONTRACT 0	
					001-135-0000-4260	634.99
					072-360-0000-4450	24.93
					001-135-0000-4260	102.75
					Total :	**771.17**
210600	6/18/2018	101605 INDEPENDENT CITIES ASSOCIATION	TRAVEL-1		RGSTR-ICA SUMMER SEMINAR CONF	
					001-1230	650.00
					Total :	**650.00**
210601	6/18/2018	101605 INDEPENDENT CITIES ASSOCIATION	TRAVEL-2		RGSTR-ICA SUMMER SEMINAR CONF	
					001-1230	650.00
					Total :	**650.00**
210602	6/18/2018	891777 IRRIGATION EXPRESS	15117250-00		MISC. IRRIGATION SUPPLIES FOR REF	
				11659	043-390-0000-4300	71.14
					Total :	**71.14**
210603	6/18/2018	887952 J. Z. LAWNMOWER SHOP	18947		SMALL EQUIPMENT REPAIR	
				11690	001-346-0000-4300	15.00
			18948		SMALL EQUIPMENT REPAIR	
				11690	043-390-0000-4300	27.27
			18949		SMALL EQUIPMENT REPAIR	
				11690	043-390-0000-4300	30.46
					Total :	**72.73**
210604	6/18/2018	889680 JIMENEZ LOPEZ, JUAN MANUEL	MAY 2018		MMAP INSTRUCTOR	
					001-424-0000-4430	825.75
					108-424-3659-4260	134.25

vchlist **Voucher List** Page: 12
06/13/2018 9:39:05AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210604	6/18/2018	889680 889680 JIMENEZ LOPEZ, JUAN MANUEL	(Continued)		**Total :**	**960.00**
210605	6/18/2018	891794 KIMBALL, NICK	REIMB.		REIMB-COUNCIL CHAIRS PURCHASED	
					001-101-0000-4300	930.70
					Total :	**930.70**
210606	6/18/2018	101768 KIMBALL-MIDWEST	6385680		EQUIP MAINT	
					041-320-0000-4320	88.65
					Total :	**88.65**
210607	6/18/2018	891738 KNIGHT COMMUNICATIONS INC	2010969		IT MANAGEMENT SERVICES-JUNE 201	
				11588	001-135-0000-4270	10,000.00
					Total :	**10,000.00**
210608	6/18/2018	101797 KNOTTS BERRY FARM	048RKM5159813		DAY CAMP FIELD TRIP TICKETS (85)	
					017-420-1399-4300	3,790.50
					Total :	**3,790.50**
210609	6/18/2018	101852 LARRY & JOE'S PLUMBING	2053493-0001-02		PLUMBING PARTS-REC PARK SINK	
					043-390-0000-4300	77.83
			2053512-0001-02		NEW FAUCET-REC PARK KITCHEN	
					043-390-0000-4300	85.87
			2053565-0001-02		CREDIT FOR ITEMS RETURNED	
					043-390-0000-4300	-37.71
					Total :	**125.99**
210610	6/18/2018	101936 LOCAL GOVERNMENT PUBLICATIONS	18-237		2018 UPDATES-LONGTIN'S CA. LAND U	
					001-150-0000-4300	143.56
					Total :	**143.56**
210611	6/18/2018	889421 LOPEZ, ANTONIO G	TRAVEL		PER DIEM-ICA SUMMER SEMINAR CON	
					001-1230	85.00
					Total :	**85.00**
210612	6/18/2018	888242 MCI COMM SERVICE	7DK54968		ALARM LINE-1100 PICO	
					001-420-0000-4220	33.61
					Total :	**33.61**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210613	6/18/2018	891329 MIKE'S TIRE MAN INC	0111695		TIRES FOR FLEET	
				11683	041-1215	164.25
			0112610		TIRES FOR FLEET	
				11683	041-1215	1,802.39
					Total :	**1,966.64**
210614	6/18/2018	102226 MISSION LINEN SUPPLY	507456510		LAUNDRY	
					001-225-0000-4350	104.91
			507481728		LAUNDRY	
					001-225-0000-4350	96.69
			507504164		LAUNDRY	
					001-225-0000-4350	125.09
			507529503		LAUNDRY	
					001-225-0000-4350	118.24
					Total :	**444.93**
210615	6/18/2018	892535 MORAN, YOVANNI	05/05/18-06/01/18		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00
					Total :	**100.00**
210616	6/18/2018	892800 MORGENSTERN, ROBERT	052118		INTERPRETATION SERVICESS-CC MTC	
					001-101-0000-4270	250.00
			052918		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	**500.00**
210617	6/18/2018	102303 NACHO'S ORNAMENTAL SUPPLY	INV175178		MATL'S TO REPAIR FENCE-402 MACNE	
					001-311-0000-4300	12.02
					Total :	**12.02**
210618	6/18/2018	891355 NAREZ, FABIAN	MAY 2018		MMAP MENTOR INSTRUCTOR	
					001-424-0000-4430	272.00
					Total :	**272.00**
210619	6/18/2018	102403 NOW IMAGE PRINTING	2018078		TEMPORARY "NO PARKING SIGNS"	
					001-311-0000-4300	748.00
					Total :	**748.00**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210620	6/18/2018	102432 OFFICE DEPOT	135082992001		OFFICE SUPPLIES	
					070-381-0000-4300	489.08
			135083713001		OFFICE SUPPLIES	
					070-381-0000-4300	9.01
			135083714001		OFFICE SUPPLIES	
					070-383-0000-4300	6.41
			136920995001		TONER & KITCHEN SUPPLIES	
					070-381-0000-4300	962.60
			136924390001		OFFICE SUPPLIES	
					070-381-0000-4300	27.49
			137138167001		OFFICE SUPPLIES	
					001-422-0000-4300	90.73
					001-420-0000-4300	66.55
			138446428001		DESK RISER	
					001-105-0000-4300	211.19
			138454090001		OFFICE SUPPLIES	
					001-105-0000-4300	46.17
					001-101-0000-4300	53.93
			140915134001		OFFICE SUPPLIES	
					043-390-0000-4300	148.59
			140915286001		OFFICE SUPPLIES	
					043-390-0000-4300	16.49
			141989537001		COPY PAPER	
					001-222-0000-4300	260.70
			142509780001		OFFICE SUPPLIES	
					001-152-0000-4300	89.49
			142982791001		DESK RISER AND PIVOT CHAIR	
					043-390-0000-4300	351.42
			142993760001		OFFICE SUPPLIES	
					001-310-0000-4300	8.24
			142994301001		OFFICE SUPPLIES	
					001-310-0000-4300	19.13
			142994302001		OFFICE SUPPLIES	
					001-310-0000-4300	28.04
			145549881001		OFFICE SUPPLIES	
					001-222-0000-4300	68.37
			145550284001		OFFICE SUPPLIES	

vchlist 06/13/2018 9:39:05AM — Voucher List — CITY OF SAN FERNANDO — Page: 15

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210620	6/18/2018	102432 OFFICE DEPOT	(Continued)			
					001-222-0000-4300	11.79
			2187137699		OFFICE SUPPLIES	
					001-101-0000-4300	39.07
			2189138375		OFFICE SUPPLIES	
					041-320-0000-4300	24.48
			2190129308		OFFICE SUPPLIES	
					001-420-0000-4300	55.09
			2190452464		OFFICE SUPPLIES	
					041-320-0000-4300	8.32
			2191512615		OFFICE SUPPLIES	
					001-222-0000-4300	147.84
					Total :	**3,240.22**
210621	6/18/2018	892572 OLIVAREZ MADRUGA	3813		LEGAL SERVICES	
					001-110-0000-4270	19,441.47
					Total :	**19,441.47**
210622	6/18/2018	890095 O'REILLY AUTOMOTIVE STORES INC	4605-288026		VEHICLE MAINTENANCE & REPAIRS-P	
				11666	041-320-0370-4400	12.96
			4605-288139		VEHICLE MAINTENANCE & REPAIRS	
				11666	041-320-0311-4400	18.35
			4605-288972		VEHICLE MAINTENANCE & REPAIRS-P	
				11666	041-320-0221-4400	31.96
					Total :	**63.27**
210623	6/18/2018	892749 PACHECO, VERONICA	JUNE 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**50.00**
210624	6/18/2018	892360 PARKING COMPANY OF AMERICA	INVM0012419		DIAL A RIDE AND TROLLEY SERVICES-	
				11731	008-313-0000-4260	45,400.08
					Total :	**45,400.08**
210625	6/18/2018	888575 PIRATES DINNER	135996		DAY CAMP FIELD TRIP TICKETS (94)	
					017-1230	1,896.00
					Total :	**1,896.00**

vchlist 06/13/2018 9:39:05AM — Voucher List — CITY OF SAN FERNANDO — Page: 16

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210626	6/18/2018	891379 PROTECT YOUTH SPORTS	606066		BACKGROUND CHECKS	
					017-420-1399-4260	20.95
					Total :	**20.95**
210627	6/18/2018	102738 QUINTERO ESCAMILLA, VIOLETA	MAY 2018		SENIOR MUSIC INSTRUCTOR	
					017-420-1323-4260	300.00
					Total :	**300.00**
210628	6/18/2018	102779 RAMIREZ, THOMAS	MAY 2018		KARATE INSTRUCTOR	
					017-420-1326-4260	630.00
					Total :	**630.00**
210629	6/18/2018	102781 RAMOS, RICHARD	APRIL/MAY 2018		MMAP INSTRUCTOR	
					001-424-0000-4430	2,160.00
					Total :	**2,160.00**
210630	6/18/2018	891881 REMENIH, MICHAEL	JUNE 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
			MAY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**100.00**
210631	6/18/2018	892902 RIVERA, GUADALUPE	43-1440-08		WATER ACCT REFUND-464 FAYECROF	
					070-2010	22.65
					Total :	**22.65**
210632	6/18/2018	887296 ROBLEDO, OLIVIA	JUNE 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
			MAY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**100.00**
210633	6/18/2018	888382 SAHAGUN, JESUS	REIMB.		REIMB-SWRCB-DWOCP CERTIFICATIO	
					070-381-0000-4380	80.00
					Total :	**80.00**
210634	6/18/2018	103045 SAN FER. MALL DOWNTOWN ASSOC.	APRIL 2018		REIMB TO DOWNTOWN ASSOC-ARPIL	
					001-2260	1,000.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210634	6/18/2018	103045 103045 SAN FER. MALL DOWNTOWN ASSOC.	(Continued)		Total :	1,000.00
210635	6/18/2018	887575 SAN FERNANDO EXPLORER POST 521	REIMB.		REIMB-LUNCH, DINNER & SNACKS PR	
					001-226-0230-4430	290.12
					Total :	290.12
210636	6/18/2018	103057 SAN FERNANDO VALLEY SUN	10046		FACEBOOK POST-TREE LIGHTING	
					001-420-0000-4260	200.00
			10181		LEGAL PUBLICATION-ORD NO. 1675-ZC	
					001-115-0000-4230	269.00
			10185		LEGAL PUBLICATION-VARIANCE @ CIT	
					001-2205	146.88
			10191		LEGAL PUBLICAITON-BUDGET HEARIN	
					001-115-0000-4230	162.50
					Total :	778.38
210637	6/18/2018	103064 SAN GABRIEL VALLEY CITY	053018		RGSTR-SPRING WORKSHOP IN POMO	
					001-105-0000-4380	120.00
					Total :	120.00
210638	6/18/2018	892416 SANCHEZ, KARLA	05/05/18-06/01/18		ZUMBA INSTRUCTOR	
					017-420-1337-4260	295.00
					Total :	295.00
210639	6/18/2018	892651 SANTILLAN, JORGE	207082		REPL STALE DTD CK-WATER ACCT	
					070-2140	20.07
					Total :	20.07
210640	6/18/2018	103184 SMART & FINAL	55074		SUPPLIES FOR SENIOR CLUB	
					004-2382	27.66
					004-2346	58.99
			55075		SNACKS FOR SENIOR TRIP	
					004-2383	36.38
					Total :	123.03
210641	6/18/2018	103218 SOLIS, MARGARITA	71-78		PETTY CASH REIMBURSEMENT	
					001-101-0000-4300	17.58
					001-222-0000-4300	36.41

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210641	6/18/2018	103218 SOLIS, MARGARITA	(Continued)			
					001-115-0000-4450	87.57
					043-390-0000-4300	32.42
					070-381-0000-4370	9.00
					Total :	182.98
210642	6/18/2018	103196 SOUTH COAST AIR QUALITY	3275707		AQMD PERMIT FEE (910 FIRST)	
					041-320-0000-4260	128.61
					Total :	128.61
210643	6/18/2018	103202 SOUTHERN CALIFORNIA EDISON CO.	2-02-682-7675		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	4,464.22
			2-21-082-3241		ELECTRIC-VARIOUS LOCATIONS	
					043-390-0000-4210	9,589.22
					027-344-0000-4210	14,950.62
					070-384-0000-4210	848.99
					029-335-0000-4210	1,529.62
					Total :	31,382.67
210644	6/18/2018	889149 STAPLES BUSINESS ADVANTAGE	8049973701		MISC SUPPLIES	
					001-190-0000-4300	26.72
					Total :	26.72
210645	6/18/2018	892834 STATEWIDE TRAFFIC SAFETY	02014181		ELECTRIC VEHICLE (EV) SIGNAGE	
				11767	010-335-3699-4600	84.25
				11767	029-335-3699-4600	84.25
					010-335-3699-4600	8.43
					029-335-3699-4600	8.42
					Total :	185.35
210646	6/18/2018	892848 TERRA FORM LANDSCAPE CO.	178488		LAYNE PARK IMPROVEMENT PROJECT	
				11768	118-423-0000-4600	35,000.00
					Total :	35,000.00
210647	6/18/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	2061553		MISC SUPPLIES	
					001-311-0000-4300	4.38
			2822990		EDGER/TRENCHER	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210647	6/18/2018	101528 THE HOME DEPOT CRC, ACCT#603532202490	(Continued)			
					043-390-0000-4300	328.90
			3074143		MATL'S FOR REC PARK BENCH REPAIF	
					043-390-0000-4300	114.28
			3074144		MISC SUPPLIES	
					043-390-0000-4300	154.87
			5340579		SMALL TOOLS	
					041-320-0000-4340	74.80
			5578813		SMALL TOOLS	
					041-320-0000-4340	459.80
			7022213		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	111.37
			7063816		HEDGE TRIMMER, SCOP SHOVEL, BYF	
					015-310-0866-4600	674.92
			7070016		MISC SUPPLIES	
					015-310-0866-4600	340.19
			7070017		WET/DRY VAC, ROTORY HAMMER, HAI	
					015-310-0866-4600	2,228.56
			8062955		GRAFFITI ABATEMENT SUPPLIES	
					001-152-0000-4300	195.69
			9023241		PAINT & SUPPLIES FOR MAINT-LP PAR	
					043-390-0000-4300	280.44
			9030571		STENCILS FOR STREET LIGHT MARKIN	
					001-370-0301-4300	8.79
			9533353		TRIMMER/MOWER	
					043-390-0000-4300	657.80
					Total :	**5,634.79**
210648	6/18/2018	103903 TIME WARNER CABLE	10328052718		CABLE-CITY HALL 06/05-07/04	
					001-190-0000-4220	128.33
			10518052118		CABLE-REC PARK 05/26-06/28	
					001-420-0000-4260	221.95
			222204052018		CABLE-PW OPS 05/29-06/28	
					043-390-0000-4260	105.22
					Total :	**455.50**
210649	6/18/2018	892525 T-MOBILE	958769818		HOTSPOT & TABLET CONNECTION	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210649	6/18/2018	892525 T-MOBILE	(Continued)			
					001-420-0000-4220	79.69
					Total :	**79.69**
210650	6/18/2018	887986 TRAFFIC MANAGEMENT INC.	422609		SIGNS-"LANE CLOSED AHEAD"	
					070-383-0000-4310	317.91
					Total :	**317.91**
210651	6/18/2018	887568 TRANS TECH	310518		REPLACE STARTER & MOTOR MOUNT:	
					070-384-0000-4400	410.00
					Total :	**410.00**
210652	6/18/2018	103413 TRANS UNION LLC	05806447		CREDIT CHECKS	
					001-222-0000-4260	65.00
					Total :	**65.00**
210653	6/18/2018	892738 TRANSIT SYSTEMS UNLIMITED, INC	62578		CNG FUEL FOR CITY FLEET	
					041-320-0390-4402	650.27
					Total :	**650.27**
210654	6/18/2018	103463 U.S. POSTMASTER	06-06-18		POSTAGE-2017 ANNUAL WATER QUALI	
					070-381-0000-4430	2,578.31
					Total :	**2,578.31**
210655	6/18/2018	103445 UNDERGROUND SERVICE ALERT	520180684		(105) NEW USA DIGALERT TICKETS	
					070-381-0000-4260	183.25
					Total :	**183.25**
210656	6/18/2018	892258 UNIFORM & ACCESSORIES	649361		CSO UNIFORM	
					001-222-0000-4300	129.16
			649367		CADET UNIFORMS	
					001-222-0000-4300	581.14
			653827		DESK OFFICER UNIFORMS	
					001-222-0000-4300	407.24
					Total :	**1,117.54**
210657	6/18/2018	888241 UNITED SITE SERVICES OF CA INC	114-+6765521		PORTABLE TOILET RENTAL-REC PARK	
					001-420-0000-4260	173.81

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210657	6/18/2018	888241 UNITED SITE SERVICES OF CA INC	(Continued)			
			114-6759901		PORTABLE TOILET RENTAL-12900 DRC	
					070-384-0000-4260	140.99
					Total :	**314.80**
210658	6/18/2018	100101 VERIZON WIRELESS-LA	9807378201		MDT MODEMS-PD UNITS	
					001-222-0000-4220	1,076.49
			9807631655		PLANNING CELL PHONE PLAN	
					001-140-0000-4220	5.40
			9807681439		PD CELL PHONE	
					001-222-0000-4220	241.24
					001-152-0000-4220	114.03
			9807932984		CITY YARD CELL PHONE PLANS	
					070-384-0000-4220	110.36
					043-390-0000-4220	22.50
					041-320-0000-4220	22.50
					072-360-0000-4220	31.61
			9807943117		VARIOUS CELLPHONE PLANS	
					001-106-0000-4220	54.63
					070-384-0000-4220	47.80
					001-310-0000-4220	50.18
					Total :	**1,776.74**
210659	6/18/2018	103584 VIEJAS CASINO & RESORT	060118		DEP-SENIOR TRIP TO VIEJAS CASINO	
					004-2383	1,100.00
					Total :	**1,100.00**
210660	6/18/2018	103603 VULCAN MATERIALS COMPANY	206303		UTILITY TRENCH & POTHOLE REPAIR	
				11710	070-383-0301-4300	40.77
					Total :	**40.77**
210661	6/18/2018	890970 WEX BANK	54539648		FUEL FOR FLEET	
					041-320-0152-4402	445.28
					041-320-0221-4402	199.95
					041-320-0222-4402	75.19
					041-320-0224-4402	1,042.70
					041-320-0225-4402	4,482.66

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210661	6/18/2018	890970 WEX BANK	(Continued)			
					041-320-0226-4402	2.00
					041-320-0228-4402	1,149.18
					041-320-0311-4402	552.81
					041-320-0312-4402	75.95
					041-320-0320-4402	147.73
					041-320-0346-4402	120.92
					041-320-0370-4402	226.94
					041-320-0390-4402	1,248.56
					041-320-0420-4402	2.00
					007-313-3630-4402	905.60
					029-335-0000-4402	104.54
					070-381-0000-4402	2.00
					070-382-0000-4402	197.26
					070-383-0000-4402	863.77
					070-384-0000-4402	159.06
					072-360-0000-4402	241.16
					Total :	**12,245.26**
210662	6/18/2018	889138 WIEDER, CAROL	060418		INTERPRETATION SERVICES-CC MTG	
					001-101-0000-4270	250.00
					Total :	**250.00**
210663	6/18/2018	889491 WILLDAN FINANCIAL SERVICES	010-37962RR		USER FEE STUDY AND COST ALLOCAT	
				11298	001-190-0000-4270	6,450.00
					Total :	**6,450.00**
210664	6/18/2018	892023 WINDSTREAM	70126775		PHONE SERVICES 05/18/18-06/17/18	
					001-222-0000-4220	658.52
					001-420-0000-4220	918.22
					070-384-0000-4220	496.48
					001-190-0000-4220	1,883.37
					Total :	**3,956.59**
210665	6/18/2018	892785 WONG, MICHELLE	05/05/18-06/01/18		YOGA INSTRUCTOR	
					017-420-1337-4260	100.00

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210665	6/18/2018	892785 892785 WONG, MICHELLE	(Continued)		**Total :**	**100.00**
210666	6/18/2018	892901 YOUTH POLICY INSTITUTE INC	54-0492-03		WATER ACCT REFUND-1011 GLENOAK	
					070-2010	1.53
					Total :	**1.53**
210667	6/18/2018	888682 ZOBEL-RODRIGUEZ, ANGELIQUE Y.	JUNE 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
			MAY 2018		COMMISSIONER'S STIPEND	
					001-115-0000-4111	50.00
					Total :	**100.00**

118 Vouchers for bank code : bank3 **Bank total :** **524,444.69**

118 Vouchers in this report **Total vouchers :** **524,444.69**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

vchlist **Voucher List** Page: 1
05/31/2018 11:57:08AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210447	6/1/2018	100286 BAKER, BEVERLY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
210448	6/1/2018	891015 CROOK, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210449	6/1/2018	100916 DEIBEL, PAUL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210450	6/1/2018	891041 GARCIA, CONNIE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210451	6/1/2018	101781 KISHITA, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210452	6/1/2018	101926 LILES, RICHARD	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	264.23
					072-180-0000-4127	264.22
					Total :	**528.45**
210453	6/1/2018	891027 LOCKETT, JOANN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210454	6/1/2018	891028 MANTHEY, DONALD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210455	6/1/2018	102126 MARTINEZ, MIGUEL	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,152.40
					Total :	**1,152.40**

vchlist **Voucher List** Page: 2
05/31/2018 11:57:08AM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210456	6/1/2018	102483 OROZCO, ELVIRA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	197.76
					Total :	**197.76**
210457	6/1/2018	891031 ORTEGA, JIMMIE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210458	6/1/2018	891032 OTREMBA, EUGENE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210459	6/1/2018	891354 RAMIREZ, ROSALINDA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	509.70
					Total :	**509.70**
210460	6/1/2018	102940 RUIZ, RONALD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
210461	6/1/2018	103121 SERRANO, ARMANDO	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	480.29
					Total :	**480.29**
210462	6/1/2018	892782 TIGHE, DONNA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210463	6/1/2018	891046 VANAALST, LEONILDA	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	183.34
					Total :	**183.34**

17 Vouchers for bank code : bank3 **Bank total :** **7,205.24**

17 Vouchers in this report **Total vouchers :** **7,205.24**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

vchlist — Voucher List — Page: 1
05/31/2018 12:20:54PM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210464	6/1/2018	100042 ABDALLAH, ALBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,162.21
					Total :	**1,162.21**
210465	6/1/2018	100091 AGORICHAS, JOHN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	212.97
					Total :	**212.97**
210466	6/1/2018	891039 AGUILAR, JESUS	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
210467	6/1/2018	100104 ALBA, ANTHONY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210468	6/1/2018	891011 APODACA-GRASS, ROBERTA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210469	6/1/2018	100306 BARNARD, LARRY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
210470	6/1/2018	100346 BELDEN, KENNETH M.	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,407.00
					Total :	**1,407.00**
210471	6/1/2018	892233 BUZZELL, CAROL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	197.76
					Total :	**197.76**
210472	6/1/2018	891350 CALZADA, FRANK	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
210473	6/1/2018	100642 CASTRO, RICO	18-Jun		CALPERS HEALTH REIMB	

vchlist — Voucher List — Page: 2
05/31/2018 12:20:54PM — CITY OF SAN FERNANDO

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210473	6/1/2018	100642 CASTRO, RICO	(Continued)			
					001-180-0000-4127	1,214.46
					Total :	**1,214.46**
210474	6/1/2018	891014 CREEKMORE, CASIMIRA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210475	6/1/2018	891016 DEATON, MARK	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	528.45
					Total :	**528.45**
210476	6/1/2018	100913 DECKER, CATHERINE	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	631.60
					Total :	**631.60**
210477	6/1/2018	100925 DELGADO, RALPH	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
210478	6/1/2018	892102 DOSTER, DARRELL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210479	6/1/2018	100996 DRAKE, JOYCE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210480	6/1/2018	100995 DRAKE, MICHAEL	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	124.65
					072-180-0000-4127	124.65
					Total :	**249.30**
210481	6/1/2018	100997 DRAPER, CHRISTOPHER	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,538.02
					Total :	**1,538.02**
210482	6/1/2018	101044 ELEY, JEFFREY	18-Jun		CALPERS HEALTH REIMB	

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210482	6/1/2018	101044 ELEY, JEFFREY	(Continued)			
					001-180-0000-4127	1,837.00
					Total :	**1,837.00**
210483	6/1/2018	891040 FISHKIN, RIVIAN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210484	6/1/2018	892103 GAJDOS, BETTY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210485	6/1/2018	891351 GARCIA, DEBRA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,304.96
					Total :	**1,304.96**
210486	6/1/2018	891067 GARCIA, NICOLAS	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,211.66
					Total :	**1,211.66**
210487	6/1/2018	101318 GLASGOW, KEVIN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,538.02
					Total :	**1,538.02**
210488	6/1/2018	891020 GLASGOW, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	354.00
					Total :	**354.00**
210489	6/1/2018	891021 GUIZA, JENNIE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210490	6/1/2018	101415 GUTIERREZ, OSCAR	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210491	6/1/2018	891352 HADEN, SUSANNA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,152.40

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210491	6/1/2018	891352 891352 HADEN, SUSANNA	(Continued)		**Total :**	**1,152.40**
210492	6/1/2018	101440 HALCON, ERNEST	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,160.00
					Total :	**1,160.00**
210493	6/1/2018	891918 HARTWELL, BRUCE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210494	6/1/2018	101465 HARVEY, DAVID	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210495	6/1/2018	101466 HARVEY, DEVERY MICHAEL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,590.00
					Total :	**1,590.00**
210496	6/1/2018	101471 HASBUN, NAZRI A.	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,093.58
					Total :	**1,093.58**
210497	6/1/2018	891023 HATFIELD, JAMES	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210498	6/1/2018	892104 HERNANDEZ, ALFONSO	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,586.77
					Total :	**1,586.77**
210499	6/1/2018	891024 HOOKER, RAYMOND	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	540.73
					Total :	**540.73**
210500	6/1/2018	101538 HOUGH, RAY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**

vchlist **Voucher List** Page: 5
05/31/2018 12:20:54PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210501	6/1/2018	101597 IBRAHIM, SAMIR	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
210502	6/1/2018	101694 JACOBS, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,084.00
					Total :	**1,084.00**
210503	6/1/2018	892105 KAHMANN, ERIC	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
210504	6/1/2018	101786 KLOTZSCHE, STEVEN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.54
					Total :	**800.54**
210505	6/1/2018	891866 KNIGHT, DONNA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210506	6/1/2018	891026 LEWIS, DURWOOD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210507	6/1/2018	891043 LIEBERMAN, LEONARD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210508	6/1/2018	101933 LITTLEFIELD, LESLEY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210509	6/1/2018	102059 MACK, MARSHALL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,093.58
					Total :	**1,093.58**
210510	6/1/2018	891010 MAERTZ, ALVIN	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68

vchlist **Voucher List** Page: 6
05/31/2018 12:20:54PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210510	6/1/2018	891010 891010 MAERTZ, ALVIN	(Continued)		**Total :**	**499.68**
210511	6/1/2018	888037 MARTINEZ, ALVARO	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,274.92
					Total :	**1,274.92**
210512	6/1/2018	102206 MILLER, WILMA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210513	6/1/2018	102232 MIURA, HOWARD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210514	6/1/2018	892106 MONTAN, EDWARD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	800.54
					Total :	**800.54**
210515	6/1/2018	102365 NAVARRO, RICARDO A	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
210516	6/1/2018	102473 ORDELHEIDE, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,618.70
					Total :	**1,618.70**
210517	6/1/2018	102486 ORSINI, TODD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,461.55
					Total :	**1,461.55**
210518	6/1/2018	102569 PARKS, ROBERT	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,837.00
					Total :	**1,837.00**
210519	6/1/2018	891353 PEAVY, JOSEPH	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210520	6/1/2018	102527 PISCITELLI, ANTHONY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	528.52
					Total :	**528.52**
210521	6/1/2018	891033 POLLOCK, CHRISTINE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	354.00
					Total :	**354.00**
210522	6/1/2018	102735 QUINONEZ, MARIA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,152.40
					Total :	**1,152.40**
210523	6/1/2018	891034 RAMSEY, JAMES	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	585.98
					Total :	**585.98**
210524	6/1/2018	102864 RIVETTI, DOMINICK	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	837.00
					Total :	**837.00**
210525	6/1/2018	102936 RUELAS, MARCO	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,586.77
					Total :	**1,586.77**
210526	6/1/2018	891044 RUSSUM, LINDA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210527	6/1/2018	890806 SALDIVAR, GEORGE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	509.70
					Total :	**509.70**
210528	6/1/2018	892107 SHANAHAN, MARK	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	499.68
					Total :	**499.68**
210529	6/1/2018	891035 SHERWOOD, NINA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210529	6/1/2018	891035 891035 SHERWOOD, NINA	(Continued)		**Total :**	**249.30**
210530	6/1/2018	103175 SKOBIN, ROMELIA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**
210531	6/1/2018	103220 SOMERVILLE, MICHAEL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	1,407.00
					Total :	**1,407.00**
210532	6/1/2018	103394 TORRES, RACHEL	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210533	6/1/2018	889588 UFANO, VIRGINIA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	183.34
					Total :	**183.34**
210534	6/1/2018	888417 VALDIVIA, LAURA	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	540.73
					Total :	**540.73**
210535	6/1/2018	103562 VASQUEZ, JOEL	18-Jun		CALPERS HEALTH REIMB	
					070-180-0000-4127	1,837.00
					Total :	**1,837.00**
210536	6/1/2018	891038 WAITE, CURTIS	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**
210537	6/1/2018	891036 WATT, DAVID	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210538	6/1/2018	891037 WEBB, NANCY	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	585.98
					Total :	**585.98**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210539	6/1/2018	103643 WEDDING, JEROME	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	631.60
					Total :	**631.60**
210540	6/1/2018	103727 WYSBEEK, DOUDE	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	249.30
					Total :	**249.30**
210541	6/1/2018	103737 YNIGUEZ, LEONARD	18-Jun		CALPERS HEALTH REIMB	
					001-180-0000-4127	923.03
					Total :	**923.03**
78	**Vouchers for bank code :**	bank3			**Bank total :**	**58,277.23**
78	**Vouchers in this report**				**Total vouchers :**	**58,277.23**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

vchlist **Voucher List** Page: 1
06/04/2018 4:47:03PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210022	5/1/2018	102961 SCAG-SO CA ASSN OF GOVERNMENTS	050318		RGSTR-SCAG AWARD LUNCHEON ON	
					001-150-0000-4380	75.00
					Total :	**75.00**
210175	5/3/2018	103648 CITY OF SAN FERNANDO	PR 5-4-18		REIMB FOR PAYROLL W/E 4-27-18	
					001-1003	339,552.24
					007-1003	738.31
					008-1003	1,551.82
					017-1003	28.73
					018-1003	63,393.30
					027-1003	4,358.17
					029-1003	1,815.36
					041-1003	9,151.31
					043-1003	14,346.69
					070-1003	34,198.09
					072-1003	23,053.56
					074-1003	1,520.21
					119-1003	1,435.43
					Total :	**495,143.22**
210178	5/9/2018	891664 GOLDEN TOUCH CLEANING, INC	64818		JAN-JANITORIAL SERVICES CONTRAC	
				11608	043-390-0000-4260	13,345.50
					Total :	**13,345.50**
210179	5/9/2018	891664 GOLDEN TOUCH CLEANING, INC	64908		FEB-JANITORIAL SERVICES CONTRAC	
				11608	043-390-0000-4260	12,845.50
					Total :	**12,845.50**
210180	5/9/2018	891664 GOLDEN TOUCH CLEANING, INC	6502		MAR-JANITORIAL SERVICES CONTRAC	
				11608	043-390-0000-4260	13,345.50
					Total :	**13,345.50**
210181	5/10/2018	892552 A & M CATERING, INC.	1598		FINAL PYMNT--SENIOR CLUB MOTHER	
					004-2380	2,491.25
					Total :	**2,491.25**

vchlist **Voucher List** Page: 2
06/04/2018 4:47:03PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210331	5/16/2018	892856 SALAS, JUAN	REIMB.		REIMB-LP CLUB VOLUNTEER PRIZES	
					004-2380	131.90
					Total :	**131.90**
210332	5/17/2018	892864 HOU, TIMOTHY	TRAVEL		PER DIEM-ANNUAL INTERNATIONAL C	
					001-150-0000-4370	110.00
					Total :	**110.00**
210333	5/17/2018	103596 CALIFORNIA VISION SERVICE PLAN	Demand		VISION INSURANCE BENEFIT- MAY 201	
					001-1160	2,315.66
					Total :	**2,315.66**
210334	5/17/2018	890907 DELTA DENTAL OF CALIFORNIA	Demand		DENTAL INSURANCE BENEFIT - MAY 2(	
					001-1160	11,231.04
					Total :	**11,231.04**
210335	5/17/2018	891230 DELTA DENTAL INSURANCE COMPANY	Demand		DENTAL INSURANCE BENEFIT - MAY 2(	
					001-1160	234.96
					Total :	**234.96**
210336	5/17/2018	887627 STANDARD INSURANCE	Demand		AD&D INSURANCE BENEFITS - MAY 20	
					001-1160	3,577.81
					Total :	**3,577.81**
210337	5/17/2018	103648 CITY OF SAN FERNANDO	PR 5-18-18		REIMB FOR PAYROLL W/E 5-11-18	
					001-1003	337,232.37
					007-1003	725.82
					008-1003	1,322.15
					017-1003	51.39
					018-1003	63,311.23
					027-1003	5,060.07
					029-1003	1,619.54
					041-1003	9,081.89
					043-1003	13,380.63
					070-1003	34,559.57
					072-1003	22,500.74
					119-1003	1,435.43

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210337	5/17/2018	103648 CITY OF SAN FERNANDO	(Continued)			
					120-1003	254.30
					Total :	**490,535.13**
210338	5/17/2018	890493 LOS ANGELES COUNTY	18ME0200		AUTOPSY REPORT CASE 2017-03799	
					001-224-0000-4270	27.00
					Total :	**27.00**

14 Vouchers for bank code : bank3 **Bank total :** **1,045,409.47**

14 Vouchers in this report **Total vouchers :** **1,045,409.47**

Voucher Registers are not final until approved by Council.

SPECIAL CHECKS

vchlist **Voucher List** Page: 1
06/04/2018 5:18:51PM **CITY OF SAN FERNANDO**

Bank code : bank3

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
210545	6/5/2018	102519 P.E.R.S.	JUNE 2018		HEALTH INSURANCE BENEFITS-JUNE :	
					001-1160	143,438.42
					Total :	**143,438.42**

1 Vouchers for bank code : bank3 **Bank total : 143,438.42**

1 Vouchers in this report **Total vouchers : 143,438.42**

Voucher Registers are not final until approved by Council.

3

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 18, 2018

Subject: Consideration to Adopt a Resolution Setting the Fiscal Year 2018-2019 Article XIIIB Appropriations (Gann) Limit

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7868 (Attachment "A") setting the Fiscal Year (FY) 2018-2019 Article XIIIB Appropriation Limit at $51,940,633.

BACKGROUND:

1. In November 1979, the voters of the State of California approved Proposition 4, commonly known as the (Paul) Gann Initiative. Proposition 4 created Article XIIIB of the State Constitution and placed an annual limit on the amount of revenue that can be spent by all entities of government using each entity's 1978-1979 revenues as the base year.

2. The Appropriation Limit of Proposition 4 had little impact in its early years, but in 1987 the State of California refunded $1.1 billion to taxpayers as a result of unexpectedly reaching their limit. The Proposition was also a major barrier to increasing gas taxes in the late 1980's.

3. To increase accountability of local governments in adopting their limits, the State voters approved Proposition 111 in June 1990. Proposition 111 amended Article XIIIB (Proposition 4) by requiring local jurisdictions to establish an annual review of the Appropriation Limit calculation.

ANALYSIS:

Appropriation Limit controls the amount of revenue that can be appropriated in any fiscal year to the "Proceeds of Taxes." Proceeds of Taxes include: all taxes levied by or for an agency; any revenues from license fees, general use charges and user fees to the extent that the proceeds exceed the cost of providing the service covered by the fee; and discretionary State subventions.

An increase over the prior year's limitation is allowed in three instances:

1. Percentage change in California fourth quarter personal income or the increase in the non-residential assessed valuation due to new construction, whichever is greater;

2. Percentage change in the population of the jurisdiction or the county in which the jurisdiction is located, whichever is greater; and

3. Corrections for previous computation errors.

Cities may use the following adjustment factors to calculate the Gann:

A. *Inflation Adjustment Factor*: Either the "Per Capita Personal Income Change" or the "Non-Residential Assessed Value Change".

B. *Population Adjustment Factor*: Either the "City Population Change" or the "Los Angeles County Population Change".

The components used for the FY 2018-2019 Gann Limit calculation, as noted in Exhibit "1" of Attachment "A", are the increase in the Non-Residential Assessed Value Change of +5.56% and the Los Angeles County Population Change of +0.51%. The use of the two above-mentioned adjustment factors results in an increase in the Appropriation Limit of 6.10% or a $2,985,461 establishing an Appropriation Limit of $51,940,633 for FY 2017-2018.

BUDGET IMPACT:

The total FY 2018-2019 revenues subject to the Appropriation Limit are well below the Appropriation Limit of $51,940,633. Therefore, there is no impact to the FY 2018-2019 budget.

CONCLUSION:

A full analysis of appropriations subject to the Appropriations Limit is not required since the total General Fund budget, including Special Revenue Funds, is less than the Appropriation Limit. Approving the Resolution will set the FY 2018-2019 Article XIIIB Appropriation Limit at $51,940,633**.**

ATTACHMENT:

A. Resolution No. 7868

ATTACHMENT "A"

RESOLUTION NO. 7868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, FIXING THE APPROPRIATION LIMITATION IN THE CITY OF SAN FERNANDO FOR THE FISCAL YEAR 2018-2019

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. In accordance with Article XIIIB of the California Constitution as amended by Proposition 111 and the Gann Implementation Bill 1352, the Appropriation Limit (Exhibit "A") in the City of San Fernando for Fiscal Year 2018-2019 is hereby fixed at Fifty-One Million, Nine Hundred Forty Thousand, and Six Hundred Thirty-Three dollars ($51,940,633).

SECTION 2. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

Exhibit 1

Article XIIIB Appropriations (GANN) Limit
Fiscal Year 2018-2019

FY 2017-2018 Adopted Appropriation Limit		*$ 48,955,172*
*A. Inflation Adjustment Factor**		
Per Capita Personal Income Change**		3.67
Ratio		1.0367
Non-Residential Assessed Value Change***		5.56
Ratio		1.0556
*B. Population Adjustment Factor**		
City Population Change**		0.17
Ratio		1.0017
Los Angeles County Population Change**		0.51
Ratio		1.0051
C. Calculation of Appropriation Limit:		
Step 1:		
Non-Residential Assessed Value Ratio		1.0556
LA County Population Change Ratio	X	1.0051
Appropriations Limit Factor		*1.06098356*
Step 2:		
FY 2017-2018 Appropriations Limit	$	48,955,172
Appropriation Limit Factor	X	1.06098356
FY 2018-2019 Appropriation Limit	**$**	**51,940,633**

NOTES:

* The City may choose to use the higher of the two Inflation Adjustment Factors and the greater of the two Population Adjustment Factors to calculate the Appropriation Limit.

**Information provided by the California State Department of Finance

***Information provided by HdL (City Consultant)

4

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, Director of Public Works/City Engineer

Date: June 18, 2018

Subject: Consideration of Disaster Council Appointments

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the re-appointment of Gene Roske as a Disaster Communications Representative; and

b. Approve the appointment of Chief John Drake as representative of the Los Angeles Fire Department (LAFD) to the Disaster Council for a two-year term.

BACKGROUND:

1. The Disaster Council was established to develop and recommend for adoption by the City Council, emergency and mutual aid plans and agreements and such ordinances and resolutions as are necessary to implement such plans and agreements.

2. The Disaster Council in comprised of the following members: Mayor, Councilperson Appointed by Mayor, Assistant Director of Emergency Services, Coordinator of Emergency Services, Disaster Communications Representative, Representative of the Fire Department (LAFD), Representative of the American Red Cross, Representative of the Los Angeles Unified School District (LAUSD), and Representative of the California Emergency Mobile Patrol or other similar Trained Volunteer Organization.

3. In May 2018, it was determined that the term for Mr. Gene Roske had expired and a re-appointment was necessary.

4. In May 2018, it was determined that the term for Captain John Ignatczyk as the representative of the LAFD had expired.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

5. On June 1, 2018, Chief Drake expressed his interest in being appointed as the representative of the LAFD to the Disaster Council.

ANALYSIS:

> ***Sec. 26-92. - Powers and duties; meetings.***
> *It shall be the duty of the disaster council and it is empowered to develop and recommend for adoption by the city council emergency and mutual aid plans and agreements and such ordinances and resolutions as are necessary to implement such plans and agreements. The disaster council shall meet at least quarterly and upon call of the chairman or, in his absence from the city or inability to call such meeting, upon call of the vice-chairman.*
> *(Code 1957, § 7.4)*

The Disaster Council has been especially active in developing disaster preparedness and emergency plans. The Disaster Council has had good attendance by other agencies including Los Angeles Fire Department, American Red Cross, Providence Holy Cross Hospital, and Los Angeles Search and Rescue. The Disaster Council provides an opportunity to maintain relations with these important agencies and others serving the City of San Fernando. The Public Works Department and the Police Department work together to facilitate the meetings.

BUDGET IMPACT:

There is no budget impact associated with appointing representatives to the Disaster Council.

CONCLUSION:

The appointments of Disaster Councilmembers are important in addressing emergency preparedness.

Staff recommends the re-appointment of Gene Roske as a Disaster Communications Representative and appointment of Chief John Drake as representative of the Los Angeles Fire Department to the Disaster Council for a two-year term.

5

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Michael E. Okafor, Personnel Manager

Date: June 18, 2018

Subject: Consideration to Adopt a Resolution Amending the Salary Plan for Fiscal Year 2017-2018

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 7865 (Attachment "A") amending Resolution No. 7796, the Salary Plan for Fiscal Year (FY) 2017-2018; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On June 15, 2015, the City Council approved a four-year Memorandum of Understanding (MOU) (Contract No. 1789) with the San Fernando Police Officers' Association (SFPOA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.

2. On August 3, 2015, the City Council approved a four-year MOU (Contract No. 1793) with the San Fernando Police Officers' Association – Police Management Unit (SFPOA-PMU) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.

3. On August 3, 2015, the City Council adopted Resolution No. 7692, establishing the salary and benefits for non-sworn Department heads for FY 2015-2016 through FY 2018-2019.

4. On August 17, 2015, the City Council approved a three-year MOU (Contract No. 1794) with the San Fernando Police Civilians' Association (SFPCA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2017-2018.

5. On September 21, 2015, the City Council approved a three-year MOU (Contract No. 1796) with the San Fernando Management Group (SFMG) that includes certain changes in salaries

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

and benefits for FY 2015-2016 through FY 2017-2018.

6. On December 7, 2015, the City Council approved an employment agreement (Contract No. 1804) with the City Clerk, and amended same on April 24, 2017 (Contract No. 1804 (a)) and April 16, 2018 (Contract No. 1804 (b)), respectively, to reflect applicable salaries and benefits.

7. On November 21, 2016, the City Council approved a four-year MOU (Contract No. 1838) with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) that includes certain changes in salaries and benefits for FY 2016-2017 through FY 2019-2020.

8. On August 7, 2017, the City Council approved an amendment (Resolution No. 7807) to Resolution No. 7692 that established the salary and benefits for non-sworn Department heads to, among other things, include salary and similar benefits for the Police Chief.

9. On August 21, 2017, the City Council approved an employment agreement (Contract No. 1864) with the City Manager that includes applicable salaries and benefits.

10. On September 18, and December 4, 2017, the City Council approved amendments to the Salary Plan to reflect title changes, salary and special pay adjustments to certain Department head positions.

11. On November 20, 2017, the City Council approved an amendment to the Salary Plan that increased the minimum wage of SFPEBU members from $10.50 to $11.00 per hour effective January 1, 2018, to reflect the stipulations in the approved MOU, as well as the State Senate Bill (SB) 3.

12. On May 16, 2018, the City negotiation team concluded negotiations with the San Fernando Public Employees' Association (SFPEA) for a new MOU, which was ratified by SFPEA general membership on May 31, 2018, pending approval by the City Council.

ANALYSIS:

The newly negotiated MOU between the City and SFPEA, which is on the agenda for City Council consideration and approval, includes, among other things, a one percent (1%) Cost of Living Adjustment (COLA) for current unit members that is effective, retroactive to pay period that includes January 1, 2018. This base salary increase shall only apply to unit members that are employed with the City on the date of City Council adoption of the new MOU. This is reflected in the attached Salary Plan, which also includes the extension of similar benefits to the unrepresented confidential employees as with the general employees.

The existing SFPEBU MOU (Contract No. 1838) stipulates that certain unit members whose classifications have Full Time Equivalent (FTE) status shall receive the same increases in base salary as the FTE positions. Only one part-time position (i.e., Program Specialist) falls in this category.

The SFPEBU MOU also stipulates that certain unit members whose job classifications are not considered Full Time Equivalent (FTE), and whose salary ranges are above the required minimum wage, shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e. SFPEA and SFPCA). Currently, there are three part-time positions (i.e., City Maintenance Helper, Community Service Officer, and Public Works Maintenance Helper) that fall in this category. Since SFPCA has no pending salary increase for FY 2017-2018, those three part-time positions shall receive one-half percent (½%) increase based on SFPEA's one percent (1%) COLA, effective, retroactive to pay period that includes January 1, 2018.

Pursuant to the stipulations of the approved SFPEBU MOU, extension of the full-time general employees' increases to applicable part-time positions shall be effective on the same date as the classifications that are considered FTE. The attached Salary Plan reflects these increases, as well as extension of similar increases to two unrepresented part-time confidential job classifications (i.e., Deputy City Clerk and Personnel Assistant) as with part-time general employees.

CONCLUSION:

Approval of the amended Salary Plan is necessary to implement applicable provisions of the new SFPEA and existing SFPEBU MOUs.

BUDGET IMPACT:

Sufficient funds are included in the FY 2017-2018 Budget to cover all the salary and benefit adjustments as stipulated in the applicable MOUs.

ATTACHMENT:

A. Resolution No. 7865

ATTACHMENT "A"

RESOLUTION NO. 7865

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING PORTIONS OF SECTIONS 1, 2 AND 3 OF RESOLUTION NO. 7796, ADOPTED JUNE 19, 2017

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That that portion of Section 1, Schedules "C," G," "H," and "HFE" of Resolution No. 7796, adopted June 19, 2017, as amended, be further amended by deleting "Schedule C for Confidential Employees," Schedule G for General Employees," Schedule H for Part-time Hourly Employees," and Schedule HFE for Part-time Hourly Employees (Full Time Equivalent) on pages 2, 5, 7, and 9 respectively, and replacing it with the following, effective the first day of the pay period that includes January 1, 2018:

SCHEDULE C
FOR
CONFIDENTIAL EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
68	3969	4168	4374	4592	4823
71	4272	4485	4710	4945	5192
77	4955	5203	5464	5737	6023

SCHEDULE G
FOR
GENERAL EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3063	3232	3411	3598	3795
74	3510	3706	3908	4124	4350
75	3564	3760	3972	4185	4416
76	3611	3811	4019	4240	4472
77	3688	3893	4105	4331	4568
78	3708	3911	4127	4352	4592

Schedule G for General Employees (Continued)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
80	3815	4025	4245	4479	4724
81	3896	4107	4333	4570	4823
84	4050	4269	4505	4754	5015
87	4240	4473	4720	4979	5254
90	4434	4678	4936	5207	5492
96	4850	5118	5400	5695	6007
97	4925	5193	5479	5782	6099
103	5383	5678	5990	6321	6666
104	5464	5762	6079	6416	6768
111	6063	6395	6750	7119	7511
112	6155	6491	6851	7226	7624
113	6248	6589	6954	7335	7739

SCHEDULE H

FOR

PART-TIME HOURLY EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	11.00	11.47	11.95	12.46	13.00
45	11.17	11.67	12.21	12.76	13.34
46	11.30	11.80	12.32	12.88	13.46
47	11.53	12.03	12.56	13.10	13.68
48	11.69	12.22	12.76	13.34	14.01
49	11.74	12.26	12.81	13.40	14.04
50	11.82	12.32	12.88	13.46	14.09
51	11.93	12.43	12.98	13.56	14.17
52	12.07	12.60	13.14	13.72	14.33
53	12.13	12.65	13.19	13.77	14.38
54	12.23	12.75	13.30	13.88	14.48
55	12.33	12.86	13.40	13.98	14.51
56	12.45	12.96	13.51	14.09	14.55
57	12.56	13.07	13.61	14.19	14.65
58	12.66	13.17	13.72	14.29	14.76
59	12.76	13.28	13.82	14.40	14.86
60	12.87	13.38	13.93	14.50	14.97
61	12.97	13.49	14.03	14.61	15.07
62	13.08	13.59	14.14	14.71	15.24

Schedule H for Part-time Employees (Continued)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
63	13.18	13.70	14.24	14.82	15.49
64	13.29	13.80	14.35	14.92	15.64
65	13.39	13.91	14.45	15.05	15.79
66	13.50	14.01	14.56	15.20	15.95
67	13.60	14.12	14.66	15.34	16.12
68	13.81	14.22	14.77	15.50	16.28
69	14.02	14.33	14.90	15.65	16.43
70	14.13	14.53	15.05	15.80	16.59
71	14.48	15.18	15.90	16.65	17.45
81	14.60	15.40	16.26	17.16	18.09
92	20.06	21.16	22.32	23.54	24.83
93	20.47	21.61	22.78	24.04	25.36
94	20.61	21.75	22.97	24.21	25.54

SCHEDULE HFE

FOR

PART-TIME HOURLY EMPLOYEES
(Full Time Equivalent)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
96	18.73	19.76	20.84	21.99	23.20
106	20.83	21.99	23.19	24.46	25.80
116	23.14	24.42	25.75	27.15	28.64

SECTION 2: That that portion of subsection (A) of Section 2 of Resolution No. 7796, adopted June 19, 2017, as amended, be further amended by deleting the following, effective the first day of the pay period that includes January 1, 2018:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	104G	5410	5705	6019	6352	6701

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Building Maintenance Worker/Electrical Helper	77G	3651	3854	4064	4288	4523
Building & Safety Supervisor	111G	6003	6332	6683	7049	7437
Civil Engineering Assistant II	112G	6094	6427	6783	7154	7549
Community Development Secretary	84G	4010	4227	4460	4707	4965
Community Services Supervisor	96G	4802	5067	5347	5639	5948
Cultural Arts Supervisor	96G	4802	5067	5347	5639	5948
Electrical Supervisor	103G	5330	5622	5931	6258	6600
Equipment & Materials Supervisor	103G	5330	5622	5931	6258	6600
Finance Office Specialist	75G	3529	3723	3933	4144	4372
Junior Accountant	97G	4876	5142	5425	5725	6039
Mechanical Helper	74G	3475	3669	3869	4083	4307
Meter Technician	80G	3777	3985	4203	4435	4677
Office Clerk	64G	3033	3200	3377	3562	3757
Office Specialist	78G	3671	3872	4086	4309	4547
Personnel Technician	71C	4230	4441	4663	4896	5141
Program Specialist	76G	3575	3773	3979	4198	4428
Public Works Administrative Coordinator	87G	4198	4429	4673	4930	5202
Public Works Field Supervisor I	90G	4390	4632	4887	5155	5438
Public Works Field Supervisor II	97G	4876	5142	5425	5725	6039
Public Works Maintenance Worker	74G	3475	3669	3869	4083	4307
Public Works Office Specialist	84G	4010	4227	4460	4707	4965
Public Works Superintendent	113G	6186	6524	6885	7262	7662
Recreation Supervisor	96G	4802	5067	5347	5639	5948
Senior Account Clerk	75G	3529	3723	3933	4144	4372
Senior Account Clerk II	68C	3930	4127	4331	4547	4775
Senior Maintenance Worker	81G	3857	4066	4290	4525	4775
Water Pump Operator/ Backflow Technician	84G	4010	4227	4460	4707	4965

SECTION 3: That that portion of subsection (A) of Section 2 of Resolution No. 7796, adopted June 19, 2017, as amended, be further amended by adding the following, effective the first day of the pay period that includes January 1, 2018:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	104G	5464	5762	6079	6416	6768
Building Maintenance Worker/Electrical Helper	77G	3688	3893	4105	4331	4568
Building & Safety Supervisor	111G	6063	6395	6750	7119	7511
Civil Engineering Assistant II	112G	6155	6491	6851	7226	7624
Community Development Secretary	84G	4050	4269	4505	4754	5015
Community Services Supervisor	96G	4850	5118	5400	5695	6007
Cultural Arts Supervisor	96G	4850	5118	5400	5695	6007
Electrical Supervisor	103G	5383	5678	5990	6321	6666
Equipment & Materials Supervisor	103G	5383	5678	5990	6321	6666
Finance Office Specialist	75G	3564	3760	3972	4185	4416
Junior Accountant	97G	4925	5193	5479	5782	6099
Mechanical Helper	74G	3510	3706	3908	4124	4350
Meter Technician	80G	3815	4025	4245	4479	4724
Office Clerk	64G	3063	3232	3411	3598	3795
Office Specialist	78G	3708	3911	4127	4352	4592
Payroll Technician	68C	3969	4168	4374	4592	4823
Personnel Technician	71C	4272	4485	4710	4945	5192
Program Specialist	76G	3611	3811	4019	4240	4472
Public Works Administrative Coordinator	87G	4240	4473	4720	4979	5254
Public Works Field Supervisor I	90G	4434	4678	4936	5207	5492
Public Works Field Supervisor II	97G	4925	5193	5479	5782	6099
Public Works Maintenance Worker	74G	3510	3706	3908	4124	4350
Public Works Office Specialist	84G	4050	4269	4505	4754	5015
Public Works Superintendent	113G	6248	6589	6954	7335	7739

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Recreation Supervisor	96G	4850	5118	5400	5695	6007
Senior Account Clerk	75G	3564	3760	3972	4185	4416
Senior Maintenance Worker	81G	3896	4107	4333	4570	4823
Water Pump Operator/ Backflow Technician	84G	4050	4269	4505	4754	5015

SECTION 4: That that portion of subsection (B) of Section 2 of Resolution No. 7796, adopted June 19, 2017, as amended, be further amended by deleting the following, effective the first day of the pay period that includes January 1, 2018:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	81H	14.53	15.32	16.18	17.07	18.00
Community Service Officer	92H	19.96	21.05	22.21	23.42	24.71
Deputy City Clerk	93H	20.37	21.50	22.67	23.92	25.23
Personnel Assistant	94H	20.51	21.64	22.86	24.09	25.41
Program Specialist	106HFE	20.64	21.76	22.97	24.21	25.55
Public Works Maintenance Helper	81H	14.53	15.32	16.18	17.07	18.00

SECTION 5: That that portion of subsection (B) of Section 2 of Resolution No. 7796, adopted June 19, 2017, as amended, be further amended by adding the following, effective the first day of the pay period that includes January 1, 2018:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	81H	14.60	15.40	16.26	17.16	18.09
Community Service Officer	92H	20.06	21.16	22.32	23.54	24.83
Deputy City Clerk	93H	20.47	21.61	22.78	24.04	25.36
Personnel Assistant	94H	20.61	21.75	22.97	24.21	25.54

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Program Specialist	106HFE	20.83	21.99	23.19	24.46	25.80
Public Works Maintenance Helper	81H	14.60	15.40	16.26	17.16	18.09

SECTION 6: Except as amended herein, all other provisions of Resolution No. 7796, adopted June 19, 2017, remains unchanged and in full force and effect.

SECTION 7: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

6

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Michael E. Okafor, Personnel Manager

Date: June 18, 2018

Subject: Consideration to Adopt Resolutions Approving the Salary Plan and the Table of Organization for Fiscal Year 2018-2019

RECOMMENDATION:

It is recommended that the City Council:

a. Adopt Resolution No. 7866 (Attachment "A") approving the Salary Plan for Fiscal Year (FY) 2018-2019;

b. Adopt Resolution No. 7867 (Attachment "B") approving the Table of Organization for FY 2018-2019; and

c. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. On June 15, 2015, the City Council approved a four-year Memorandum of Understanding (MOU) (Contract No. 1789) with the San Fernando Police Officers' Association (SFPOA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.

2. On August 3, 2015, the City Council approved a four-year MOU (Contract No. 1793) with the San Fernando Police Officers' Association – Police Management Unit (SFPOA-PMU) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2018-2019.

3. On August 3, 2015, the City Council adopted Resolution No. 7692, establishing the salary and benefits for non-sworn Department heads for FY 2015-2016 through FY 2018-2019.

4. On August 17, 2015, the City Council approved a three-year MOU (Contract No. 1794) with the San Fernando Police Civilians' Association (SFPCA) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2017-2018.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

5. On September 21, 2015, the City Council approved a three-year MOU (Contract No. 1796) with the San Fernando Management Group (SFMG) that includes certain changes in salaries and benefits for FY 2015-2016 through FY 2017-2018.

6. On December 7, 2015, the City Council approved an employment agreement (Contract No. 1804) with the City Clerk, and amended same on April 24, 2017 (Contract No. 1804 (a)) and April 16, 2018 (Contract No. 1804 (b)), respectively, to reflect applicable salaries and benefits.

7. On November 21, 2016, the City Council approved a four-year MOU (Contract No. 1838) with the San Fernando Part-time Employees' Bargaining Unit (SFPEBU) that includes certain changes in salaries and benefits for FY 2016-2017 through FY 2019-2020.

8. On August 7, 2017, the City Council approved an amendment (Resolution No. 7807) to Resolution No. 7692 that established the salary and benefits for non-sworn Department heads to, among other things, include salary and similar benefits for the Police Chief.

9. On August 21, 2017, the City Council approved an employment agreement (Contract No. 1864) with the City Manager that includes applicable salaries and benefits.

10. On September 18, and December 4, 2017, the City Council approved amendments to the Salary Plan to reflect title changes, salary and special pay adjustments to certain Department head positions.

11. On November 20, 2017, the City Council approved an amendment to the Salary Plan that increased the minimum wage of SFPEBU members from $10.50 to $11.00 per hour effective January 1, 2018 to reflect the stipulations in the approved MOU, as well as the State Senate Bill (SB) 3.

12. On May 16, 2018, the City negotiation team concluded negotiations with the San Fernando Public Employees' Association (SFPEA) for a new MOU, which was ratified by SFPEA general membership on May 31, 2018, pending approval by the City Council.

ANALYSIS:

The attached Salary Schedule and Table of Organization reflect salaries, benefits and personnel changes addressed in the FY 2018-2019 Budget, as well as provisions of applicable MOUs and Employment Agreements that have already been approved by the City Council. Also included are applicable salaries and benefits tentatively agreed to in the new MOU between the City and SFPEA, which is on the agenda for City Council consideration and approval. The Schedule also

includes the extension of similar benefits to the unrepresented confidential employees as with the general employees.

BUDGET IMPACT:

Sufficient funds are included in the FY 2018-2019 Budget to cover all the salary and benefit adjustments as stipulated in the MOUs and Employment Agreements.

CONCLUSION:

Approval of the amended Salary Plan and Table of Organization is necessary to implement applicable changes in the FY 2018-2019 Budget, as well as the provisions of applicable MOUs, and Employment Agreements.

ATTACHMENTS:

A. Resolution No. 7866
B. Resolution No. 7867

ATTACHMENT "A"

RESOLUTION NO. 7866

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A SALARY PLAN FOR CERTAIN ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES OF THE CITY OF SAN FERNANDO AND REPEALING RESOLUTION NO. 7739 ADOPTED JUNE 29, 2016 AND ALL RESOLUTIONS AMENDATORY THEREOF AND ALL MOTIONS OR ACTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH

THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1:

The following schedules are hereby adopted as the salary range and step schedules for non-elective officers and employees of the City of San Fernando:

- **SCHEDULE "G": FOR GENERAL - SAN FERNANDO PUBLIC EMPLOYEES' ASSOCIATION (SFPEA)**
- **SCHEDULE "GPD": FOR GENERAL - SAN FERNANDO POLICE CIVILIANS' ASSOCIATION (SFPCA)**
- **SCHEDULE "C": FOR CONFIDENTIAL EMPLOYEES**
- **SCHEDULE "P": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION (SFPOA)**
- **SCHEDULE "MP": FOR SWORN - SAN FERNANDO POLICE OFFICERS' ASSOCIATION MANAGEMENT UNIT (SFPOA-PMU)**
- **SCHEDULE "M": FOR DEPARTMENT HEADS AND NON-SWORN MANAGEMENT EMPLOYEES**
- **SCHEDULE "H": FOR HOURLY - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**
- **SCHEDULE "HFE": FOR HOURLY FULL-TIME EQUIVALENT - SAN FERNANDO PART-TIME EMPLOYEES' BARGAINING UNIT (SFPEBU)**

(Details of the respective schedules are on pages 2 thru 4).

SCHEDULE G
FOR
GENERAL EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
64	3094	3264	3445	3634	3833
74	3545	3743	3947	4165	4394
75	3600	3798	4012	4227	4460
76	3647	3849	4059	4282	4517
77	3725	3932	4146	4374	4614
78	3745	3950	4168	4396	4638
80	3853	4065	4287	4524	4771
81	3935	4148	4376	4616	4871
84	4091	4312	4550	4802	5065
87	4282	4518	4767	5029	5307
90	4478	4725	4985	5259	5547
96	4899	5169	5454	5752	6067
97	4974	5245	5534	5840	6160
103	5437	5735	6050	6384	6733
104	5519	5820	6140	6480	6836
111	6124	6459	6818	7190	7586
112	6217	6556	6920	7298	7700
113	6310	6655	7024	7408	7816

SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
72	3246	3423	3610	3811	4019
78	3537	3729	3935	4152	4381
81	3692	3894	4109	4334	4572
87	4012	4231	4463	4708	4965
91	4233	4450	4689	4940	5202
100	4873	5143	5426	5726	6037
101	4946	5216	5502	5803	6121
102	5014	5287	5578	5883	6207
103	5082	5361	5657	5966	6294
104	5165	5446	5746	6060	6394

SCHEDULE GPD
FOR
GENERAL EMPLOYEES
(POLICE DEPARTMENT)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
105	5248	5534	5837	6157	6496
106	5326	5616	5926	6250	6594
107	5406	5701	6015	6344	6692

SCHEDULE P
FOR
SWORN POLICE EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
73	5696	6008	6342	6686	7057
95	7080	7470	7881	8314	8774

SCHEDULE MP
FOR
SWORN POLICE MANAGEMENT

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
75	9535	10011	10511	11037	11589

SCHEDULE M
FOR
DEPARTMENT HEADS & NON-SWORN MANAGEMENT

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
55	5536	5813	6105	6411	6732
64	6819	7159	7517	7894	8288
68	7490	7864	8258	8670	9104
75	9130	9587	10066	10569	11098
79	10079	10583	11111	11668	12249

SCHEDULE H

FOR

PART-TIME HOURLY EMPLOYEES

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
44	11.00	11.47	11.95	12.46	13.00
45	11.17	11.67	12.21	12.76	13.34
46	11.30	11.80	12.32	12.88	13.46
47	11.53	12.03	12.56	13.10	13.68
48	11.69	12.22	12.76	13.34	14.01
52	12.07	12.60	13.14	13.72	14.33
71	14.48	15.18	15.90	16.65	17.45
81	14.67	15.48	16.34	17.25	18.18
92	20.16	21.27	22.43	23.66	24.95
93	20.57	21.72	22.89	24.16	25.49
94	20.71	21.86	23.08	24.33	25.67

SCHEDULE HFE

FOR

PART TIME HOURLY EMPLOYEES

(Full-Time Equivalent)

SALARY RANGE NUMBER	STEP A	STEP B	STEP C	STEP D	STEP E
96	18.73	19.76	20.84	21.99	23.20
106	21.04	22.21	23.42	24.70	26.06
116	23.14	24.42	25.75	27.15	28.64

SECTION 2: ELECTED, NON-ELECTIVE OFFICERS AND EMPLOYEES

The following non-elective officers and employees of the City of San Fernando shall be paid for their services to the City the compensation as hereinafter set forth.

(A) **SALARY RANGE NUMBER AND SCHEDULES ASSIGNED** – Non-elected officers and employees set forth in this subsection (a) shall be paid the salary and wages for the classification assigned at the range and step of the applicable salary schedule.

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Associate Planner	**104G**	**5519**	**5820**	**6140**	**6480**	**6836**
Building Maintenance Worker/ Electrical Helper	**77G**	**3725**	**3932**	**4146**	**4374**	**4614**
Building & Safety Supervisor	**111G**	**6124**	**6459**	**6818**	**7190**	**7586**
City Clerk	**FLAT RATE**	**8936.53**				
City Manager	**FLAT RATE**	**16476.67**				
Civil Engineering Assistant II	**112G**	**6217**	**6556**	**6920**	**7298**	**7700**
Community Preservation Officer	**87GPD**	**4012**	**4231**	**4231**	**4708**	**4965**
Community Preservation Supervisor	**100GPD**	**4873**	**5143**	**5426**	**5726**	**6037**
Community Development Secretary	**84G**	**4091**	**4312**	**4550**	**4802**	**5065**
Community Services Supervisor	**96G**	**4802**	**5067**	**5347**	**5639**	**5948**
Cultural Arts Supervisor	**96G**	**4899**	**5169**	**5454**	**5752**	**6067**
Director of Community Development	**79M**	**10079**	**10583**	**11111**	**11668**	**12249**
Director of Finance	**79M**	**10079**	**10583**	**11111**	**11668**	**12249**
Director of Public Works	**79M**	**10079**	**10583**	**11111**	**11668**	**12249**
Director of Recreation and Community Services	**75M**	**9130**	**9587**	**10066**	**10569**	**11098**
Electrical Supervisor	**103G**	**5437**	**5735**	**6050**	**6384**	**6733**
Equipment and Materials Supervisor	**103G**	**5437**	**5735**	**6050**	**6384**	**6733**
Executive Assistant to the City Manager	**77C**	**5005**	**5255**	**5519**	**5794**	**6083**
Finance Office Specialist	**75G**	**3600**	**3798**	**4012**	**4227**	**4460**
Management Analyst	**55M**	**5536**	**5813**	**6105**	**6411**	**6732**
Mechanical Helper	**74G**	**3545**	**3743**	**3947**	**4165**	**4394**
Meter Technician	**80G**	**3853**	**4065**	**4287**	**4524**	**4771**
Office Clerk	**64G**	**3094**	**3264**	**3445**	**3634**	**3833**
Office Specialist	**78G**	**3745**	**3950**	**4168**	**4396**	**4638**

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Payroll Technician	**68C**	**4009**	**4210**	**4418**	**4638**	**4871**
Personnel Manager	**68M**	**7490**	**7864**	**8258**	**8670**	**9104**
Personnel Technician	**71C**	**4315**	**4530**	**4757**	**4994**	**5244**
Police Cadet	**73P**	**5696**	**6008**	**6342**	**6686**	**7057**
Police Chief	**FLAT RATE**	**13,804**				
Police Desk Officer	**91GPD**	**4233**	**4450**	**4689**	**4940**	**5202**
Police Lieutenant	**75MP**	**9535**	**10011**	**10511**	**11037**	**11589**
Police Office Specialist	**78GPD**	**3537**	**3729**	**3935**	**4152**	**4381**
Police Officer	**73P**	**5696**	**6008**	**6342**	**6686**	**7057**
Police Records Specialist	**72GPD**	**3246**	**3423**	**3610**	**3811**	**4019**
Police Records Supervisor/ Systems Administrator	**105GPD**	**5248**	**5534**	**5837**	**6157**	**6496**
Police Sergeant	**95P**	**7080**	**7470**	**7881**	**8314**	**8774**
Program Specialist	**76G**	**3647**	**3849**	**4059**	**4282**	**4517**
Property Control Officer	**81GPD**	**3692**	**3894**	**4109**	**4334**	**4572**
Public Works Administrative Coordinator	**87G**	**4282**	**4518**	**4767**	**5029**	**5307**
Public Works Field Supervisor I	**90G**	**4478**	**4725**	**4985**	**5259**	**5547**
Public Works Field Supervisor II	**97G**	**4974**	**5245**	**5534**	**5840**	**6160**
Public Works Maintenance Worker	**74G**	**3545**	**3743**	**3947**	**4165**	**4394**
Public Works Office Specialist	**84G**	**4091**	**4312**	**4550**	**4802**	**5065**
Public Works Superintendent	**113G**	**6310**	**6655**	**7024**	**7408**	**7816**
Recreation Supervisor	**96G**	**4899**	**5169**	**5454**	**5752**	**6067**
Secretary to the Chief	**87GPD**	**4012**	**4231**	**4463**	**4708**	**4965**
Senior Account Clerk	**75G**	**3600**	**3798**	**4012**	**4227**	**4460**
Senior Accountant	**64M**	**6819**	**7159**	**7517**	**7894**	**8288**
Senior Maintenance Worker	**81G**	**3935**	**4148**	**4376**	**4616**	**4871**

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
Treasury Manager	**55M**	**5536**	**5813**	**6105**	**6411**	**6732**
Water Pump Operator/ Backflow Technician	**84G**	**4091**	**4312**	**4550**	**4802**	**5065**

(B) **SEASONAL AND HOURLY POSITIONS** – Seasonal employees and employees hired on an hourly basis shall be paid hourly rates for assigned classifications as follows:

CLASSIFICATION	SALARY RANGE NUMBER/ SCHEDULE	STEP A	STEP B	STEP C	STEP D	STEP E
City Maintenance Helper	**81H**	**14.67**	**15.48**	**16.34**	**17.25**	**18.18**
Community Service Officer	**92H**	**20.16**	**21.27**	**22.43**	**23.66**	**24.95**
Community Preservation Officer	**116HFE**	**23.14**	**24.42**	**25.75**	**27.15**	**28.64**
Crossing Guard	**44H**	**11.00**	**11.47**	**11.95**	**12.46**	**13.00**
Day Camp Counselor	**44H**	**11.00**	**11.47**	**11.95**	**12.46**	**13.00**
Junior Cadet	**45H**	**11.17**	**11.67**	**12.21**	**12.76**	**13.34**
Deputy City Clerk	**93H**	**20.57**	**21.72**	**22.89**	**24.16**	**25.49**
Office Clerk/Cashier	**48H**	**11.69**	**12.22**	**12.76**	**13.34**	**14.01**
Personnel Assistant	**94H**	**20.71**	**21.86**	**23.08**	**24.33**	**25.67**
Police Records Specialist	**96HFE**	**18.73**	**19.76**	**20.84**	**21.99**	**23.20**
Pool Attendant/ Cashier	**44H**	**11.00**	**11.47**	**11.95**	**12.46**	**13.00**
Program Specialist	**106HFE**	**21.04**	**22.21**	**23.42**	**24.70**	**26.06**
Public Works Maintenance Helper	**81H**	**14.67**	**15.48**	**16.34**	**17.25**	**18.18**
Recreation Leader I	**44H**	**11.00**	**11.47**	**11.95**	**12.46**	**13.00**
Recreation Leader II	**47H**	**11.53**	**12.03**	**12.56**	**13.10**	**13.68**
Recreation Leader III	**71H**	**14.48**	**15.18**	**15.90**	**16.65**	**17.45**
Senior Day Camp Counselor	**52H**	**12.07**	**12.60**	**13.14**	**13.72**	**14.33**

(C) COMPENSATION FOR COMMISSIONS, BOARDS, AND COMMITTEE MEMBERS

The members of the following commissions, boards, and committees, who are not employees of the City, shall be paid the amount hereinafter specified for each meeting.

COMMISSION OR COMMITTEE	COMPENSATION PER MEETING ATTENDED **(NOT TO EXCEED ONE MEETING PER MONTH)**
Disaster Council	$50.00
Education Commission	$50.00
Planning and Preservation Commission	$50.00
Parks, Wellness, and Recreation Commission	$50.00
Transportation and Safety Commission	$50.00

(D) COMPENSATION FOR COUNCIL MEMBERS

The members of the City Council shall be paid compensation in the amount of $580.00 per month.

For other benefits applicable to Council members, please refer to Section 3(I) below.

(E) COMPENSATION FOR CITY TREASURER

The City Treasurer shall be paid compensation in the amount of $50.00 per month.

SECTION 3: ADDITIONAL COMPENSATION AND BENEFITS

The following elective and non-elective officers, as well as employees shall be paid compensation in addition to the basic salary set forth in Section 2 as follows:

(A) GENERAL AND CONFIDENTIAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule G** for full-time General Employees (SFPEA) and reflect stipulations in the last MOU. They also apply to non-represented full-time employees assigned to **Schedule C** for regular Confidential Employees.

(1) SALARY

A. The salary ranges shown under **Schedules G and C** reflect the following, per the last negotiated MOU between the City and SFPEA:

i. Effective the first full pay period following July 1, 2018, the base salary for each of the classifications shall be increased by one percent (1%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over the base salary of each respective employee.

(2) LONGEVITY PAY

A. The City shall pay unit employees that have completed 10 years of continuous service with the City, an additional 3% above the base salary step.

B. The City shall pay unit employees that have completed 20 years of continuous service with the City, an additional 1% above the previous first longevity step, for a total of 4% above their base salary.

C. The City shall pay unit employees that have completed 30 years of continuous service with the City, an additional 1% above the previous second longevity step, for a total of 5% above their base salary.

An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) BILINGUAL BONUS

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

A. Field Employees: $50 per month provided**:**

i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;

ii. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

B. Counter Employees: $100 per month provided:

i. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.

ii. The employee is employed in a job classification whose ~~regular~~ primary duties require the employee to communicate with members of the public.

C. Written Translation of City Materials: $25 per month: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall

receive an additional $25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

D. Grandfather Provision: Any field employee who has received bilingual pay of $100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

(4) OVERTIME

For non-exempt employees who work under the regular 7:30 a.m.-5:30 p.m.8a.m.–5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request for all hours worked over forty (40) hours in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in applicable section of the SFPEA MOU, by choosing benefits which cost less than the Allowance.

(5) COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's

ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) COURT APPEARANCE PAY

Any unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(7) SHIFT DIFFERENTIAL PAY

The City pays, in addition to base salary, an additional ninety dollars ($90) per month to unit members required to work swing shift, and one hundred and twenty dollars ($120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

(8) STAND-BY PAY

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of $1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.

B. Report to work within 1 hour of being contacted.

C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street~~,~~ and Tree, and Facilities).

(9) SPECIAL PROJECTS BONUS PAY

Employees in Public Works when assigned to the Special Projects Squad shall receive $5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director or their designee.

A "special project" shall be any new project work approved by the Public Works Director which meets the following first criterion and at least one or more of the remaining criteria:

A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.

B. Short Deadline: Work which would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.

C. Unique Knowledge/Skills: Work which would normally be performed as contractual services, but may be performed more efficiently or effectively Public Works employees due to their unique knowledge of the project and/or work conditions or due to special skills.

D. Demonstrated Cost Savings: Work which would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

(10) WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional $2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

(11) INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional

$6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

(12) CALL BACK

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(13) WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

(14) ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(15) HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day	
Martin Luther King, Jr. Day	
Presidents' Day	
Cesar Chavez Birthday	(When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).
Memorial Day	
Independence Day	
Labor Day	
Float day —	(Each July 1, employees will accrue a Float Holiday, if not used within 12 months of receipt of the holiday, the Float Holiday is lost.)
Veterans Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

(16) SICK LEAVE

Sick leave shall be accrued, allowed, and credited as follows:

A. Full time employees accrue sick leave at the rate of eight (8) hours per month. Employees are eligible to use sick leave once it has been accrued.

B. Any employee eligible for sick leave may use such leave for the following reasons:

i. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or

ii. Personal illness or physical incapacity resulting from causes beyond the employee's control, including but not limited to, pregnancy, childbirth, and other medically-related conditions; and/or

iii. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

iv. Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay.

C. The City may request a doctor's note after three (3) consecutive days of illness.

D. Employees shall be allowed to accumulate sick leave to a maximum of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the employee's regular rate of pay.

E. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee's then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

F. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee's accumulated sick leave. "Family" as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.

i. As used in this subsection, the term "child" includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).

ii. As used in this subsection, the term "parent" includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

(17) <u>VACATION LEAVE</u>

Vacation leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carryover up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide for vacation leave accrual on a payroll to payroll basis as follows:

A.	Years of Service and Annual Accrual	Accrual Cap
1.	10 days (80 hours) for 1 to 4 years of service	160 hours
2.	15 days (120 hours) for 5 to 10 years of service.	240 hours
3.	16 days (128 hours) for 11 years of service	256 hours
4.	17 days (136 hours) for 12 years of service	272 hours
5.	18 days (144 hours) for 13 years of service	288 hours
6.	19 days (152 hours) for 14 years of service	304 hours
7.	20 days (160 hours) for 15 years of service	320 hours

B. Vacation Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than eighty (80) hours remaining after the cash out), the employee will receive cash for the amount of leave above eighty (80) hours that the employee has accrued at the time of the cash out.

(18) BEREAVEMENT

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave per incident following the death of a member of their immediate family. Any additional bereavement days off shall be subject to the Department Head's approval on a case-by-case basis. The unit member may utilize accrued sick time during bereavement leave for additional time off if needed.

For the purposes of implementing this benefit, the term "Immediate Family" shall mean grandparent, parent, child, sibling (including step or half) spouse or registered domestic partner as permitted by California law, or any person living in the

employee's household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of an employee who has parental rights.

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, the term "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

(19) OTHER BENEFITS

For other benefits such as uniform allowance, tuition and mileage reimbursements, catastrophic leave, Workers' Compensation, medical, dental, vision insurance, and retirement, and so on, that apply to Schedule G, please refer to their specific MOU (Contract No. 1887).

(B) NON-SWORN GENERAL EMPLOYEES

Salary and benefits listed here apply to full-time employees assigned to **Schedule GPD** for full-time Non-Sworn General Employees (SFPCA) and reflect stipulations in the last MOU.

(1) SALARY

The salaries shown for SFPCA unit employees reflect stipulations from the last negotiated MOU (Contract No. 1794), and does not include any increase for Fiscal Year 2018-2019 pending conclusion of labor negotiations.

(2) LONGEVITY PAY

The City shall pay longevity to all eligible unit employees as follows:

A. Upon completion of 10 years of continuous service from date of hire, an additional 3% above the base salary step for each eligible employee.

B. Upon completion of 20 years of continuous service from date of hire, an additional 1% above the previous first longevity step, for a total of 4% above the base salary step of each eligible employee.

C. Upon completion of 30 years of continuous service from date of hire, an additional 1% above the previous second longevity step, for a total of 5% above the base salary step of each eligible employee.

D. An employee on leave of absence without pay or any form of leave without pay, with the exception of Federal or State family medical leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code,

shall not have such leave time credited as service time for purposes of calculating the years of service.

(3) BILINGUAL PAY

A bonus of $100.00 per month shall be paid to those unit employees that qualify in accordance with the following conditions:

A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on written and/or oral testing procedure selected by the City; and
B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(4) OVERTIME

Non-exempt employees who work under the regular 8a.m.–5:00 p.m., Monday–Friday schedule, must be paid overtime or granted compensatory time off (CTO) at the employee's request for all hours worked over forty (40) hours in a seven-day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked.

Overtime will be equitably distributed amongst qualified employees on a rotational basis. Overtime worked cannot interfere with an employee's assigned work schedule, which would allow seven and one-half (7 ½) hours between assigned work shifts (e.g.. an employee cannot work a twelve-hour shift followed by an overtime shift or more than four hours; and then work his/her assigned shift consecutively as this would leave less than seven and one-half hours of rest time between assigned shifts).

Overtime offered to bargaining unit employees shall be posted to give members ample time to sign up for the overtime. A senior unit member may bump a junior member, as long as it does not interfere with the senior member's assigned work shift schedule. If a bargaining unit member calls out sick, overtime (if needed to cover the shift) will be offered on a seniority basis to cover the employee that has called out for his/her work shift (as long as overtime does not interfere with unit member's assigned shifts).

(5) COMPENSATORY TIME OFF (CTO)

The maximum number of CTO hours any non-exempt, non-sworn employee may accrue is 100 hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's Department Head. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

(6) CALL BACK

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

(7) HOLIDAY LEAVE

Each unit employee shall be entitled to the following holidays with pay (8 hours per holiday):

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Cesar Chavez Birthday
Memorial
Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Floating Holiday

Floating holiday hours are credited each July 1st and must be used before June 30th. Unused floating holiday hours are not to be carried forward.

Employees that work a 5/8 or 9/80 schedule who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1-1/2) times their normal rate of pay in addition to pay for all hours worked.

Employees that work a modified 3/12 work week shall be granted the same holidays

as above and shall accrue 96 hours of Holiday leave per year, and shall be credited with 48 hours of Holiday leave each January 1st and an additional 48 hours of Holiday leave each July 1st. Employees on the 3/12 work week shall schedule holiday leave in accordance with Police Departmental procedures.

Employees on the 3/12 work week will only be permitted to carry over 96 hours of accrued but unused holiday leave from one calendar year to the next. Employees on the 3/12 work week who, as of January 1st, have not lowered their accrued Holiday leave to 96 hours or less, shall not accrue additional hours until such time as the employee brings his/her accrual to (or under) the 96-hour cap. At that time, the employee will receive his/her full 48-hour allotment for that half year. Upon employee's separation from the City, any unused holiday leave shall be compensated at his/her regular rate of pay.

(8) SICK LEAVE

The City shall allow any employee upon retiring by reason of reaching retirement age under CaIPERS to be paid at the then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

Sick leave is accrued on a payroll-to-payroll basis at the rate of 8 hours per month, with maximum accrual of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the amount in excess of 800 hours at their regular rate of pay.

Sick leave shall be considered as "actual time worked" for purposes of calculating overtime premium pay. The City may request a doctor's note after the third (3rd) day of illness.

(9) BEREAVEMENT LEAVE

The City shall authorize unit members to utilize up to three (3) days paid bereavement per incident following the death of an immediate family member. Any additional bereavement days off shall be subject to the approval of the Department Head on a case-by-case basis. The unit member may utilize accrued sick time during bereavement period for additional time off if needed.

For the purposes of implementing this benefit, "Immediate Family" shall mean grandparent, parent, child, spouse or registered domestic partner as permitted by California law, or any person living in the household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of a person who has parent's rights.

For the purpose of implementing this benefit, "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

(10) UNIFORM ALLOWANCE

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

A. For non-sworn, full-time employees in the Police Department, the City shall provide two (2) complete sets of uniforms, an initial issue of one jacket with biennial (every two years) replacements, an annual uniform allowance of $300 per year. In addition, unit employees who are required to wear certain shoes/boots for their position will receive $100 per fiscal year to purchase work shoes/boots. All purchases shall be made in accordance with the City's purchasing policy.

The uniforms shall consist of:

Clerical – Blouse, skirt, pants, blazer, and vest
Police Desk Officer – Pants, skirt, shirt, and belt
Community Service Officer – Pants, shirt, jacket, belt, and name tag.

B. Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with biennial (every two years) replacements, subject to Department head approval, and a pair of work shoes annually.

C. Community Preservation Officers will be provided with a uniform as required by the department. All purchases shall be made in accordance with the City's purchasing policy.

Where uniform allowances are to be paid as stipulated above, they shall be paid by separate payroll checks bi-annually in the first full non-payroll week after November 15th and May 15th. Worn uniforms may be replaced by the City subject to the Department head's approval. All worn uniforms must be turned in upon being replaced.

(11) COURT APPEARANCE PAY

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1 ½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(12) WORKING OUT OF CLASS

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of 5% higher than one's current salary. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Only trained Police Department

personnel should be allowed to perform strip searches or Jailer duties. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

(13) OTHER BENEFITS

For other benefits such as tuition and mileage reimbursements, vacation leave, medical, dental, vision insurance, retirement, and so on, that apply to Schedule GPD, please refer to their specific MOU (Contract Nos. 1794).

(C) PART-TIME EMPLOYEES

Salary and benefits listed here apply to part-time employees assigned to **Schedule H** for "Hourly" employees, and **Schedule HFE** for "Hourly Full-Time Equivalent" employees, and reflect stipulations in the last MOU.

(1) SALARY

The hourly rates shown under **Schedules H** and **HFE** reflect stipulations in the existing last MOU. Per the MOU (Contract No. 1838), the following salaries and benefits shall apply for **Schedules H and HFE,** respectively:

A. For Classifications with Full-Time Equivalent (FTE), which are categorized as **Schedule HFE,** effective on the first day of the pay period beginning after July 1, 2017, the base salary for each of the classifications shall be increased by one and half percent (1.5%).

B. For Classifications without Full-Time Equivalent (FTE), and which do not fall below, or are directly impacted by, the State mandated Minimum Wage Standard, and are categorized as **Schedule H,** effective on the first day of the pay period beginning after July 1, 2017, the base salary for each of the classifications shall be increased by three quarter of one percent (0.75%). This reflects the MOU stipulation that those classifications shall receive an increase in base salary which is equal to the average increase received by classifications in the City's full-time non-sworn and non-management bargaining units (i.e. SFPEA and SFPCA).

C. For Classifications that are directly impacted by the State mandated Minimum Wage Standard, as per State Senate Bill (SB) 3, effective July 1, 2017, salaries currently listed in this Resolution reflect no Cost of Living Adjustment. However, effective the pay period which includes January 1, 2018, base salaries of these classifications (i.e. Crossing Guard, Day Camp Counselor, Senior Day Camp Counselor, Pool Attendant/Cashier, Recreation Leaders I, II, and III) shall be increased by four and eight-tenths percent (4.8%), as per the MOU.

(2) SICK LEAVE

Each employee shall be credited with up to twenty-four (24) hours of sick leave upon hire. The exact amount of credited hours may be prorated based upon the date of hire.

Thereafter, on July 1st of each subsequent year (beginning of new Fiscal Year), the employee shall be credited with 24 hours of sick leave, provided that the employee's total accumulation does not exceed the forty-eight (48) hours, which is the cap.

There shall be no payout of accumulated sick leave upon death, retirement, or separation from service. However, an employee who is re-hired within one (1) year from date of separation shall have any unused accumulated sick leave reinstated.

For details of how and when accrued sick leave should be used, please refer to the MOU (Contract No. 1838).

(3) VACATION LEAVE

In order to facilitate the transition in methodology from accruals based upon continuous years of employment to accruals based upon actual hours of service, the parties agree to the following:

Effective January 1, 2017, each employee shall accrue vacation leave based upon hours actually worked each pay period, and calculated at a rate based upon total hours of City service, as follows:

A. An employee with less than ten thousand (10,000) total hours of City service shall not accrue any vacation leave hours.

B. An employee with ten thousand (10,000) and up to twenty thousand (20,000) total hours of City service shall accrue 0.04 hours of vacation leave for each hour actually worked.

C. An employee with twenty thousand (20,000) and up to twenty-five thousand (25,000) total hours of City service shall accrue 0.06 hours of vacation leave for each hour actually worked.

D. An employee with twenty-five thousand (25,000) or more total hours of City service shall accrue 0.07 hours of vacation leave for each hour actually worked.

The maximum vacation leave accumulation for each unit employee shall be one hundred (100) hours. Except as otherwise provided hereafter, employees shall cease to accrue any additional hours until the vacation leave bank falls below the maximum accumulation cap. An employee denied vacation due to department staffing issues, who exceeds the maximum vacation accumulation cap due to such denial, shall continue to accrue vacation leave in excess of the cap until the department is able to allow sufficient vacation leave to bring the employee under the cap. However, this provision shall not apply if an employee does not request vacation leave until twenty-four (24) hours or less of reaching the maximum accumulation cap.

Upon death, retirement, or separation from service, an employee or his/her designated beneficiary, shall be paid out for one hundred (100%) of his/her accumulated vacation leave. Such vacation hours shall be paid out at the employee's current hourly base salary at the time of the payout. For stipulations regarding deposit of previously earned paid leave, please refer to the MOU (Contract No. 1838).

(4) BEREAVEMENT LEAVE

The City shall authorize an employee to utilize up to twelve (12) hours of paid bereavement leave per incident of imminent death or following the death of an immediate family member. The employee may utilize other accrued leave time during the bereavement period for additional time off if needed.

For the purpose of this leave, an "immediate family member" shall mean a grandparent, parent, registered domestic partner, spouse, child, sibling, step and in-law relationships of the same categories, or any person living in the same household.

(5) BILINGUAL PAY

The City shall pay a bilingual bonus at the end of each month worked, to unit employees that qualify in accordance with the following conditions:

A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and

B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

The bonus shall be paid as follows:

A. An employee who works seventy-nine (79) hours or less per month shall be paid fifty dollars ($50.00) per month.

B. An employee who works eighty (80) hours or more per month shall be paid one hundred dollars ($100.00) per month.

(6) UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide each employee, who is required to wear a uniform, with three (3) complete sets of uniforms upon hire and in July of each fiscal year.

A. The City will replace up to two (2) sets of uniforms per fiscal year due to damage or excessive wear and tear.

B. The uniforms shall consist of those that the department deems necessary.

C. All purchases shall be made in accordance with the City's purchasing policy.

D. For the purpose of cleaning and laundering such uniforms, the City will continue to provide non-sworn part-time employees in the Police Department with an annual uniform allowance equal to fifty percent (50%) of the amount received by non-sworn full-time employees in the Police Department. As of July 1, 2016, this amount is currently one hundred and fifty dollars ($150.00) for eligible employees in this unit.

The City shall provide appropriate gear to employees assigned to work in inclement weather, including but not limited to rain gear and jackets.

Employees who are required to wear specific shoes/boots for their position (i.e. Community Service Officers, Junior Cadets, Community Preservation Officers, and City/P.W. Maintenance Helpers, etc.) shall receive reimbursement for the purchase of such work shoes/boots of up to one hundred dollars ($100.00) in July of each fiscal year.

(7) WORKING OUT OF CLASS

Any assignment to perform duties of a higher level position or act in a higher capacity outside one's job classification will be paid at the rate of at least 5% higher than the employee's current base salary for the duration of such assignment. The City shall ensure that anyone working in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formally approved in writing by the Department head.

(8) OTHER BENEFITS

For other part-time employee benefits, please refer to their specific MOU (Contract No. 1838)

(D) POLICE OFFICERS' ASSOCIATION

Salary and benefits listed here apply to regular full time employees assigned to **Schedule P**, for Sworn Police Officers and Sergeants, and reflect stipulations in the last MOU (Contract No. 1789)

(1) SALARY

The salary ranges shown under **Schedule P** reflects the following, per the last approved MOU:

A. Effective on the first day of the pay period beginning after July 1, 2018, the base salary for each represented unit classification shall be increased by three percent (3%).

In computing benefits that are a percentage of base salary (e.g., Longevity) each benefit is calculated independently over the base salary of each respective employee.

(2) LONGEVITY PAY

For unit employees hired prior to January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.

B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.

C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

For unit employees hired on or after January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.

B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.

C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(3) BILINGUAL PAY

The City shall pay a bilingual bonus of a flat $100 per month to unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

A. Employee has satisfactorily demonstrated to the City his/her fluency in the Spanish language, based on written and/or oral testing procedures as selected by the City; and

B. Employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department head and approved in writing by the City Manager.

(4) FIELD TRAINING OFFICER

The City shall pay any sworn employee whom the department designates as a Field Training Officer (FTO) $400 per month above his or her base salary.

(5) MOTOR OFFICER

The City shall pay any sworn employee whom the department designates as a Motor Officer $400 per month above his or her base salary.

(6) CANINE OFFICER

Employees who are assigned to canine officer detail are entitled to compensation for the off-duty hours spent caring for, cleaning, grooming, feeding and training their canine and maintaining (including cleaning) their canine vehicle/unit. The City and the Association acknowledge that the Fair Labor Standards Act, which governs the entitlement to compensation for canine duties, entitles the parties to agree to the approximate number of hours per month spent for the performance of canine duties. The Fair Labor Standards Act also allows the City and the Association to agree on appropriate compensation for the performance of canine duties. It is the intent of the City and the Association through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. In addition, the City and the Association believe that the following canine pay provision does comply with the requirements of the Fair Labor Standards Act.

The City agrees to pay any sworn employee assigned to canine duties $400 per month above his or her base salary, plus two (2) hours of premium overtime compensation each week. This amount recognizes that the time spent off duty to care for, clean, feed, groom and train his or her assigned dog and the maintenance (including cleaning) of his or her assigned vehicle/unit shall be considered hours worked. The City and the Association have analyzed this issue and it has been determined that unit members spend, on average, 20 hours per month performing such work off-duty and that the compensation set forth above is adequate.

(7) DETECTIVES

The City shall pay any sworn employee whom the department designates as a Detective $400 per month above his or her base salary.

(8) POST CERTIFICATE COMPENSATION

Cert/Degree/Units	**Before 1/1/12**	**Effective 1/1/12**
Intermediate POST or AA/AS degree	$229 Officer	$200 Officer
Advanced POST or BA/BS degree	Add'l $164 Officer	Add'l $200 Officer
Supervisory POST or Master's degree	Add'l $164 Officer	Add'l $300 Officer
Intermediate POST or AA/AS degree	$285 Sergeant	$200 Sergeant
Advanced POST or BA/BS degree	Add'l $204 Sergeant	Add'l $200 Sergeant
Supervisory POST or Master's degree	Add'l $204 Sergeant	Add'l $300 Sergeant

The following shall apply:

A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".

B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - $200/month; Bachelor's degree or Advanced POST certificate – $200/month; Master's degree or Supervisor's POST certificate - $300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate shall be paid $400/month. If the employee also had a Master's degree the employee would be paid $700/month).

C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(9) UNIFORM ALLOWANCE

The City shall pay employees a uniform allowance of $800 per year. The allowance may be paid in equal semi-annual installments in the first pay periods of June and December, each year.

(10) OVERTIME

Employees shall receive time and one-half their regular rate of pay for all hours worked in excess of their regularly scheduled hours. In the event an employee takes sick leave on a regularly scheduled workday, and works beyond his/her regularly scheduled hours on that day, then the employee shall receive straight time compensation for the work beyond their regular schedule up to the duration of the sick leave used that day. Thereafter, all work beyond their regularly scheduled hours shall be compensated at the time and one-half rate. Employees may elect to be paid for overtime hours worked or receive compensatory time off, but in no event shall their compensatory time bank exceed 100 hours.

(11) COMPENSATORY TIME OFF

Employees are permitted to accrue up to one hundred (100) hours of compensatory time off at any given time. Compensatory time off is accrued at one and one-half hours for each hour of overtime worked. An employee will be allowed to use accrued but unused compensatory time off in compliance with the requirements of the FLSA.

(12) CALL BACK COMPENSATION

Any employee called back to work other than as a continuation (immediately preceding or following) of his/her regular established work schedule, shall be paid at one and one-half (1½) times the regular rate of pay for the actual time worked, with a minimum of two (2) hours.

(13) ON-CALL/STAND-By FOR COURT

Any employee required to be on-call for court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for two (2) hours for the morning session and two (2) hours for the afternoon session. If an employee is placed on-call for court and is subsequently called to testify during that same court session, the employee shall be paid for the combined duration of the actual time spent on-call and the actual time spent in the court appearance, at time and one-half his/her regular rate of pay, with a minimum of two hours.

(14) COURT APPEARANCE PAY

Any employee required to appear in court during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

(15) OUT OF CLASS PAY

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(16) PRE-EMPLOYMENT CONTRACT

Any employee hired after July 1, 2008 who voluntarily leaves the City within thirty-six (36) months of accepting employment as a police cadet or police officer, and who obtains employment as a police officer within the State of California within the subsequent 12 months, will be required to repay the City for the actual cost of training that employee, not to exceed $450 per month for each month short of 36. Said payments may be accomplished by relinquishing accrued but unused Vacation leave, Holiday leave or CTO leave, or in monthly installments of $450, or both, at the employee's option.

(17) OTHER BENEFITS

For other benefits such as holiday leave, medical, dental, vision insurance, and retirement, that apply to Schedule P, please refer to their MOU (Contract No. 1789 and 1789a).

(E) POLICE MANAGEMENT UNIT

Salaries and benefits listed here apply to regular full time employees assigned to **Schedule MP**, for Sworn Police Lieutenants, and reflect stipulations in the last approved MOU.

(1) SALARY

The salary ranges shown under **Schedule MP** reflect the following, per the last approved MOU:

A. Effective on the first day of the pay period beginning after July 1, 2018, the base salary for each represented unit classification was increased by three percent (3%).

In computing benefits that are a percentage of base salary (e.g., Longevity, Bilingual, Special Assignment Pay, Post Certificate/Education, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) ANNUAL LEAVE

Employees earn Annual Leave In lieu of Vacation and Sick Leave. Annual Leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

The City shall provide for Annual Leave to accrue on a payroll basis prorated in accordance with the following rates:

160 hours for 1-5 years of City service
200 hours for 6-10 year of City service
240 hours for 11 or more years of City service

Annual Leave may be taken upon prior approval and in the manner prescribed by the Police Chief or his/her designee.

Unit members may, at the employee's discretion, accrue up to 800 hours of Annual Leave. Upon the employee's separation from City service, the employee shall be compensated for any unused Annual Leave at his or her regular rate of pay.

In December of each year, unit members may, at the employee's discretion, receive compensation for up to 80 hours of accumulated Annual Leave at their regular rate of pay provided that the employee has used a like number of hours of Annual or Management Leave during the same calendar year.

(3) MANAGEMENT LEAVE

Management Leave, also known as Administrative Leave, is intended to allow the employee time to manage personal affairs as required. Management Leave also provides a means of compensation for hours worked by exempt employees beyond their normal work schedule.

The City shall provide 80 hours Management Leave per year, credited January 1st of each year. Management Leave must be used in the year earned, and cannot be carried over from one calendar year to the next.

(4) BEREAVEMENT LEAVE

Employees shall be permitted to use up to five (5) days of any type of accrued leave per incident for bereavement purposes. The Police Chief may authorize additional days of leave for bereavement purposes on an as-needed basis.

(5) LONGEVITY PAY

For unit employees hired prior to January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional five percent (5%) over and above the base salary step for each employee in this category.

B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of seven and one-half percent (7½%) over and above the base salary step for each employee in this category.

C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of ten percent (10%) over and above the base salary step for each employee in this category.

For unit employees hired on or after January 1, 2012:

The City shall pay longevity to all eligible unit members as follows:

A. Upon completion of the fifth year of continuous service as a sworn employee with the City, an additional three percent (3%) over and above the base salary step for each employee in this category.

B. Upon completion of the tenth year of continuous service as a sworn employee with the City, a total of four percent (4%) over and above the base salary step for each employee in this category.

C. Upon completion of the fifteenth year of continuous service as a sworn employee with the City, a total of five percent (5%) over and above the base salary step for each employee in this category.

(6) POST CERTIFICATE COMPENSATION

Unit employees who possess any of these certificates shall be compensated as follows over that employee's base salary:

Cert/Degree/Units	**Before 1/1/12**	**Effective 1/1/12**
Intermediate POST or AA/AS degree	$285/Month	$200/Month
Advanced POST or BA/BS degree	Add'l $204	Add'l $200/Month
Supervisory POST or Master's degree	Add'l $204	Add'l $300/Month

The following shall apply:

A. Any employee that was receiving Certificate/Education pay for possession of any degree or certificate shall continue to fall under the provisions of the current program, provided, however, compensation for possession of an Associate degree will be eliminated, except as to employees hired before 1/1/12, who were "grandfathered".

B. Effective January 1, 2012, any employee not receiving any form of Certificate Pay (inclusive of certificates, units or degrees) shall fall under a modified program whereby compensation for possession of certificates shall be as follows: Intermediate POST certificate - $200/month; Bachelor's degree or Advanced POST certificate – $200/month; Master's degree or Supervisor's POST certificate - $300/month. An employee who possesses more than one of the degrees or certificates above shall receive the pay for each degree or certificate possessed. (Example: An employee with a Bachelor's degree and an Intermediate POST certificate shall be paid $400/month. If the employee also had a Master's degree the employee would be paid $700/month).

C. Effective January 1, 2012, new Certificates presented for processing shall be paid effective from the date officially received by the Personnel Office. Transcripts shall not be accepted in lieu of eligible certificates or degrees.

(7) UNIFORM ALLOWANCE

Uniform allowance for Police Lieutenants shall be $800 per year, payable in equal semi-annual installments in the first pay periods of June and December, each year.

(8) OUT OF CLASS PAY

Any unit member appointed to act in a higher classification and serving continuously in said classification for at least fifteen (15) continuous working days shall receive the pay established for said higher classification during the acting period, retroactive to the first day of said assignment.

(9) CONTRACT DUTY

Unit members who, at the employee's discretion, work special assignments, typically referred to as "Contract Duty" shall be compensated on an hourly basis for all contract duty worked at one and one-half times the "Top Step" base pay of a City Police Sergeant plus any longevity and certificate pay to which the employee is entitled.

(10) VEHICLES

Unit members shall be assigned an unmarked multi-purpose police vehicle for use to and from work locations and for official City business in accordance with City policy.

(11) OTHER BENEFITS

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule MP, please refer to their MOU (Contract No. 1793).

(F) POLICE CHIEF

Per Resolution No. 7807, adopted August 7, 2017, the Police Chief' is designated as a Department Head, and shall receive salary and benefits as specified in Council approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to Resolution Nos. 7807 and 7692.

(G) DEPARTMENT HEADS AND MANAGEMENT

Salaries and benefits listed here apply to regular full-time, non-sworn Department heads and Management employees assigned to **Schedule M**, and reflect stipulations in the last MOU/Resolution. These stipulations may change, and are contingent upon negotiation of a new MOU/Resolution.

(1) SALARY

A. For full-time, non-sworn Department heads, the salary ranges shown under **Schedule M** reflect the following, per Resolution No. 7692: The salary and benefits for the Police Chief and the City Clerk are reflective of approved provisions in Resolution Nos. 7807, 7692, and Contract No. 1804, 1804 (a) and (b)).

i. Effective on the first day of the first pay period beginning after July 1, 2018, the employee's base salary shall be increased by two percent (2%).

B. For full-time, non-sworn Management employees, the salary ranges shown under **Schedule M** reflect no increase for Fiscal Year 2018-2019 pending conclusion of labor negotiations. However, benefits shown here are reflective of provisions in the last approved MOU (Contract No.1796).

In computing benefits that are a percentage of base salary (e.g., longevity, bilingual, etc.) each benefit is calculated independently over the base salary of each respective employee.

(2) BILINGUAL PAY

The City shall pay $100.00 per month bilingual bonus for unit employees required in the normal course of their duties to communicate in Spanish with members of the public. Said payment is subject to the following conditions:

A. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on an oral testing procedure selected by the City; and

B. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

(3) ANNUAL LEAVE

A. Unit employees shall be entitled to 100% of their annual leave accrual balance to be received in compensation at termination or separation.

B. Annual Leave accrual per pay period for all unit members is as follows: 0 – 5 years of service: 6.15 Hours; 5 – 9 years of service: 7.69 Hours; and 10 or more years of service: 9.23 Hours.

C. Employees who have pre-existing Sick Leave and/or Vacation accrual balance shall convert Sick Leave to Annual Leave at the rate of One (1) Hour of Sick Leave to 0.5 Hours of Annual Leave; and convert Vacation to Annual Leave at the rate of One (1) Hour of Vacation to One (1) Hour of Annual Leave.

(4) MANAGEMENT LEAVE

The City shall grant full-time, non-sworn Department heads 120 hours of management leave per calendar year, to be credited each January 1. Up to 120 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

For full-time, non-sworn Management employees, the City shall grant 80 hours of management leave per calendar year, to be credited each January 1. Up to 80 hours of any unused leave will be cashed out in December of each year. At the time of separation, any unused management leave hours will be paid at the employee's current rate of pay.

(5) ACTING PAY

Employees who by written assignment perform the duties of a position with a higher salary classification than that in which they are regularly employed shall receive the compensation specified for the position to which assigned, if performing the duties thereof for a period of fifteen (15) or more consecutive work days. The increased compensation shall be at the step within the higher classification as will accord the employee an increase of at least 5% of his or her current regular compensation.

(6) LONGEVITY PAY

Regular full-time, non-sworn Department heads and Management employees shall receive longevity pay as follows:

A. Unit employees that have completed 10 years of service from date of hire, an additional 3% above the base salary step for each employee.

B. Unit employees that have completed 20 years of service from date of hire, a total of 4% over and above the base salary.

C. Unit employees that have completed 30 years of service from date of hire, a total of 5% over and above the base salary.

Any unit employee on leave of absence without pay with the exception of Family & Medical Leave (FMLA), shall not have such leave time credited as service time for purposes of calculating the years of service.

(7) CAR ALLOWANCE

Department heads will receive a City-provided vehicle or car allowance of $300/month as compensation for attendance at off-site meetings, conferences, professional development, and any other business-related travel. Department heads receiving a City-provided vehicle or car allowance will not be reimbursed for mileage.

(8) MILEAGE REIMBURSEMENT

Full-time non-sworn Management employees who are required by the City to use their private vehicles for City business shall be reimbursed for mileage at the prevailing IRS rate.

(9) TUITION REIMBURSEMENT

The City shall reimburse Department heads and Management employees for pre-approved courses to a maximum of $3,000 per fiscal year. Approval must be obtained from the City Manager prior to enrolling in the course. Requests for reimbursement and approval must be in accordance with the City's policy on tuition reimbursement.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "B" grade, and commit to continued service (employment) to the City of San Fernando for the equivalent of the school units, not to exceed two years.

(10) TECHNOLOGY REIMBURSEMENT

Department heads may elect to receive a technology reimbursement of $100/month in lieu of a City-issued cell phone. Department heads that continue to receive a City-issued phone will not receive the reimbursement.

(11) OTHER BENEFITS

For other benefits such as medical, dental, vision insurance, retirement, and so on, that apply to Schedule M, and Department heads, please refer to Council Resolution Nos. 7807 and 7692 (for Department Heads), and MOU (Contract No. 1796) for SFMG.

(H) CITY CLERK

For the City Clerk position, the salary shown reflects a Flat Rate for the 2018-2019 Fiscal Year, as per Contract No. 1804, and applicable amendments. The City Clerk' is designated as a Department Head, and shall receive salary and benefits as specified in Council

approved Resolutions specifying wages and benefits for all Department Heads. For more details, please refer to the City Clerk's Contracts above, as well as Resolution No.7692.

(I) CITY MANAGER

For the City Manager position, the following shall apply, but can change contingent upon negotiated contract:

(1) SALARY

The salary shown for the City Manager in this salary schedule reflects a Flat Rate for the 2018-2019 Fiscal Year, as per Contract No. 1864. Subsequent increases shall be based on negotiated agreement between the City Manager and the City.

(2) MISCELLANEOUS BENEFITS

The City Manager shall receive the following benefits in the manner prescribed under Resolution No. 7692: Annual Leave, Management Leave, Bereavement Leave, Wellness Reimbursement, Holidays, and Automobile Allowance.

(3) OTHER BENEFITS

For other benefits such as severance pay, medical, dental, vision, retirement, and so on, that apply to the City Manager, please refer to Contract No. 1864.

(J) CITY COUNCIL

In addition to the compensation reported under Section 2 (D) above, members of the City Council shall also receive the following benefits:

(1) AUTOMOBILE ALLOWANCE

The City shall provide City Council members with an automobile allowance in the amount of Three Hundred Dollars ($300) per month to assist the members with the cost of using and operating their own private vehicle, and to offset expenses such as gasoline, auto insurance, maintenance, repair, and other automobile related costs and expenses.

(2) MEDICAL, DENTAL AND VISION INSURANCE

City Council members shall receive any and all employee medical, dental, and vision insurance benefits otherwise accorded the City's executive management employees (Department heads). However, where a fixed Cafeteria Plan allotment is accorded for purchase of medical, dental, and vision insurance, and the Council member does not spend his or her entire allotment, the balance shall be placed into a deferred compensation plan (Section 457 Plan) maintained by the City.

(3) RETIREMENT

City Council members shall be entitled to retirement benefits, as per the stipulations of the State of California Public Employees' Retirement Laws.

(4) TECHNOLOGY REIMBURSEMENT

City Council members may elect to receive a technology reimbursement of $100/month in lieu of a City-issued cell phone. Members that elect to receive a City-issued phone will not receive the reimbursement.

(5) WELLNESS REIMBURSEMENT

The City shall reimburse City Council members up to annual maximum of $600 for reimbursable "wellness" expenses specifically incurred for health and welfare to the extent defined and permitted by Government Code, Section 53200(d). Medical exams, uninsured medical care costs, vision and dental expenses may qualify as health and welfare benefits. However, health club/fitness center membership, registration fees for health classes, and entrance fees for competitive events shall not qualify as health and welfare benefits.

SECTION 4: EMPLOYEES PLACED IN SAME STEP

For the purpose of placing this Resolution in effect as of the first day of the first pay period that includes July 1, 2018 and for the purpose of interpretation, each employee shall be placed in that salary step which he or she presently occupies in the range set forth for said position.

SECTION 5: INTERPRETATION INEQUITY

In case of an inequity of hardship affecting any employee in a particular classification by reason of the adoption of this Resolution, the Council may adjust the same and the Council's action thereon as entered on the minutes shall be final. The Council shall determine all matters of interpretation of this Resolution and placement of employees in the proper salary steps and classification, and Council's decision on such matters as entered on the minutes shall be final.

SECTION 6: INTENT OF COUNCIL

It is the specific intent of the City Council that all officers and employees of the City for whom a salary range is specified in this Resolution or any amendment hereto shall be governed by the provision of this Resolution.

SECTION 7: REPEAL

Resolution No. 7796, adopted June 19, 2017, all Resolutions amendatory thereof or in conflict herewith and all motions and actions of the City Council in conflict herewith or covering the same matters heretofore adopted or taken to be the same are hereby repealed.

SECTION 8: EFFECTIVE DATE

The City Clerk shall certify to the passage of this Resolution, and the same shall be in full force and effect as of the first day of the first pay period that includes July 1, 2018.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

Sylvia Ballin, Mayor

ATTEST:

Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

Elena G. Chávez, City Clerk

ATTACHMENT "B"

RESOLUTION NO. 7867

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE TABLE OF ORGANIZATION FOR THE 2018-2019 FISCAL YEAR AND REPEALING PORTIONS OF SECTION 1 OF RESOLUTION NO. 7797, ADOPTED JUNE 19, 2017, AND ALL RESOLUTIONS AMENDATORY THEREOF, AND ALL MOTIONS OF THE CITY COUNCIL IN CONFLICT HEREWITH

WHEREAS, the City Council of the City of San Fernando is scheduled to adopt the Fiscal Year 2018-2019 Budget on June 18, 2018; and

WHEREAS, the Budget to be adopted for Fiscal Year 2018-2019 has provisions for various positions and classifications;

WHEREAS, it is necessary that said positions be assigned to specific departments, divisions and activities by title and number; and

WHEREAS, it is necessary that a new Table of Organization be adopted to reflect the positions assigned to specific departments, divisions, and activities by title and number;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That that portion of the said Table of Organization adopted on June 19, 2017, per Resolution No. 7797, and all Resolutions amendatory thereof, be repealed, and that a new Table of Organization be added assigning the positions to the departments, divisions and activities as herein designated per attached Exhibit "A".

SECTION 2: Except as amended herein, all other provisions of the said Table of Organization adopted on June 19, 2017, per Resolution No. 7797, remains unchanged and in full force and effect.

SECTION 3: The City Clerk shall certify to the adoption of this Resolution and shall cause this Resolution and her certification to be filed in the office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chavez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following roll call vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chavez, City Clerk

Exhibit "A"

CITY OF SAN FERNANDO
FY 2018-2019 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
ADMINISTRATION			
City Manager	40	1	1
Executive Assistant to the City Manager	40	1	1
Personnel Division			
Personnel Manager	40	1	1
Personnel Technician	40	1	1
Personnel Assistant (P/T)	28	0.7	1
TOTAL	**188**	**4.7**	**5**
CITY CLERK			
City Clerk	40	1	1
Deputy City Clerk (P/T)	28	0.7	1
TOTAL	**68**	**1.7**	**2**
COMMUNITY DEVELOPMENT			
Director of Community Development	40	1	1
Community Preservation Officer	80	2	2
Building & Safety Supervisor	40	1	1
Associate Planner	40	1	1
Community Development Secretary	40	1	1
Community Preservation Officer (P/T)	30	0.75	2
City Maintenance Helper (P/T) - Grafitti	38	0.95	2
TOTAL	**308**	**7.7**	**10**
FINANCE			
Director of Finance	40	1	1
Senior Accountant	40	1	1
Payroll Technician	40	1	1
Senior Account Clerk	80	2	2
Finance Office Specialist	40	1	1
Treasurer Division			
Treasury Manager	40	1	1
Office Clerk	40	1	1
TOTAL	**320**	**8**	**8**
POLICE			
Police Chief	40	1	1
Police Lieutenant	80	2	2
Police Sergeant	200	5	5
Police Officer	920	23	23
Police Desk Officer	320	8	8

Exhibit "A"

CITY OF SAN FERNANDO
FY 2018-2019 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
POLICE (Continued)			
Police Office Specialist	40	1	1
Police Records/Systems Administrator	40	1	1
Police Records Specialist	40	1	1
Property Control Officer	40	1	1
Community Service Officer	80	2	2
Community Service Officer (P/T)	40	1	2
Crossing Guard (P/T)	40	1	6
Junior Cadet (P/T)	60	1.5	3
TOTAL	**1940**	**48.5**	**56**
PUBLIC WORKS			
Director of Public Works	40	1	1
Management Analyst	40	1	1
Office Specialist	40	1	1
Public Works Administrative Coordinator	40	1	1
Public Works Office Specialist	40	1	1
Electrical Division			
Electrical Supervisor	40	1	1
Building Maint. Worker/Electrical Helper	40	1	1
Engineering Division			
Civil Engineering Assistant II	80	2	2
Facility Maintenance Division			
Public Works Superintendent	40	1	1
Public Work Field Supervisor II	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	160	4	4
Public Works Maintenance Helper (P/T)	16	0.4	1
Equipment Maintenance Division			
Equipment & Materials Supervisor	40	1	1
Mechanical Helper	40	1	1
Street Services Division			
Public Works Supervisor II	40	1	1
Senior Maintenance Worker	160	4	4
Public Works Maintenance Worker	80	2	2
Public Works Maintenance Helper (P/T)	16	0.4	1

Exhibit "A"

CITY OF SAN FERNANDO
FY 2018-2019 - TABLE OF ORGANIZATION

DEPARTMENT/TITLE	BUDGETED HOURS (PER WEEK)	FULL TIME EQUIVALENT (FTE) STATUS	AVG NUMBER OF PERSONNEL IN POSITION
PUBLIC WORKS (Continued)			
Water Services Division			
Public Works Superintendent	40	1	1
Public Works Field Supervisor II	40	1	1
Public Works Field Supervisor I	40	1	1
Senior Maintenance Worker	40	1	1
Public Works Maintenance Worker	80	2	2
Meter Technician	40	1	1
Water Pumping Operator/Backflow Techn.	40	1	1
TOTAL	**1352**	**33.8**	**35**
RECREATION & COMMUNITY SERVICES			
Director of Rec. & Community Services	40	1	1
Office Specialist	80	2	2
Community Services Supervisor	40	1	1
Cultural Arts Supervisor	40	1	1
Recreation Supervisor	40	1	1
Program Specialist	40	1	1
Day Camp Counselor (P/T)	280	7	14
Office Clerk/Cashier (P/T)	12	0.3	1
Program Specialist (P/T)	30	0.75	1
Recreation Leader I, II & III (P/T)	255.2	6.38	12.76
Senior Day Camp Counselor (P/T)	101.2	2.53	5.06
TOTAL	**958.4**	**23.96**	**40.82**
GRAND TOTAL	**5134.4**	**128.36**	**156.82**

7

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: June 18, 2018

Subject: Consideration to Adopt a Resolution Authorizing the Director of Public Works/City Engineer to Execute Right-of-way Certifications for Federally Funded Projects

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 7864 (Attachment "A") authorizing the Director of Public Works/City Engineer to execute right-of-way certifications for federally funded projects with the California Department of Transportation.

BACKGROUND:

The City of San Fernando has historically received Federal funds for right-of-way improvements, including Safe Routes to School and street resurfacing projects. Funding is made available through the California Department of Transportation (Caltrans) and the City must follow Caltrans policies and procedures to utilize the funds. A requirement on every project is to certify that no additional right-of-way is required to complete the project for which funding has been awarded.

ANALYSIS:

Per Caltrans guidelines, each project eligible for Federal or State funds requires right-of-way certification along with an approved City Council Resolution prior to the expenditure of these funds.

BUDGET IMPACT:

There is no budget impact associated with authorizing the Director of Public Works/City Engineer to execute right-of-way certifications for federally funded projects.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

CONCLUSION:

Staff recommends that the City Council authorize the Director of Public Works/City Engineer to approve and execute all future right-of-way certifications.

ATTACHMENT:

A. Resolution No. 7864

ATTACHMENT "A"

RESOLUTION NO. 7864

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER TO EXECUTE RIGHT-OF-WAY CERTIFICATIONS FOR FEDERALLY FUNDED PROJECTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, from time to time rehabilitation, upgrading, and improvement projects are developed for certain streets and transportation systems within the City of San Fernando; and

WHEREAS, the City of San Fernando is eligible to receive Federal Funding for Transportation Projects, administrated by the California Department of Transportation (Caltrans); and

WHEREAS, Caltrans requires right-of-way certifications to be approved regardless of the need for right-of-way acquisition prior to encumbering federal funds; and

WHEREAS, the right-of-way certification must be executed by resolution of the City Council or by an authorized official of the City of San Fernando; and

WHEREAS, the City Council wishes to delegate the authority to execute the right-of-way certification to the Director of Public Works/City Engineer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: The Director of Public Works/City Engineer is hereby authorized to execute the right-of-way certification for federally funded projects.

SECTION 3: That the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

8

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: June 18, 2018

Subject: Consideration to Approve an Agreement Between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority and the City of San Fernando for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants Total Maximum Daily Load (TMDL)

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the Agreement between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority (GWMA) and the City of San Fernando (Attachment "A" – Contract No. 1888) for Cost Sharing for the Installation of Monitoring Equipment and Monitoring Pursuant to the Harbor Toxic Pollutants TMDL; and

b. Authorize City Manager to execute said Agreement.

BACKGROUND:

1. On May 11, 2011, the California Regional Water Quality Control Board, Los Angeles Region, adopted the Dominguez Channel and Greater Harbors Toxic TMDL (Harbor Toxics TMDL). This TMDL requires cities and agencies (permittees) tributary to the Los Angeles and San Gabriel Rivers to conduct monitoring for toxic pollutants as defined by that TMDL. The City of San Fernando drains to the Los Angeles River.

2. On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Order R4-2012-0175, the newest municipal National Pollutant Discharge Elimination Systems Permit (MS4 Permit), which became effective on December 28, 2012. This MS4 Permit incorporated the Harbor Toxics TMDL, and incentives for permittees willing to work cooperatively with other agencies in watershed monitoring efforts.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

3. On December 2, 2013, the City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group (ULAR Group) and authorized the City's participation in the Upper Los Angeles River Enhanced Watershed Management Plan and the associated Coordinated Integrated Monitoring Plan (CIMP).

4. On June 27, 2014, the ULAR Group submitted a draft of the CIMP to the Regional Board for approval, which includes Harbor Toxics TMDL monitoring.

5. On June 15, 2015, the City of San Fernando, and other agencies entered into an agreement with GWMA to cost share the installation of monitoring equipment and conduct monitoring as required by the Harbor Toxic Pollutants TMDL (Attachment "B"). This agreement is set to expire on June 30, 2018.

ANALYSIS:

Toxic pollutants monitoring and the associated testing method require the installation of specialized monitoring equipment. To reduce costs, GWMA has been requested to act as the fiduciary agent for the installation of and subsequent monitoring at three monitoring stations. All participating permittees will share the cost, responsibility and testing results that are specific to their drainage area.

The attached agreement includes a cost share matrix. The City of San Fernando is within the Upper Los Angeles River Watershed of the greater Los Angeles River Watershed, which eventually drains into the Los Angeles Harbor. Cost shares were developed based on each watershed group paying (1) a shared baseline fee and (2) an administrative fee. GWMA will assess an 8.76% administrative fee for non-GWMA permittees to cover the cost of administering this program; GWMA member permittees pay a 3% administrative fee.

To participate in the program, the City will be required to sign the Agreement with GWMA. Due to the number of permittees involved, the Agreement is not subject to altering or customization.

BUDGET IMPACT:

Under the terms of the Agreement, the City would be obligated to pay $838.44 plus an 8.76% administrative charge in FY2018-19 (for a total of $911.89), and the same amount annually for each subsequent fiscal year through FY 2022-2023. This is a small percentage of the cost to monitor the Los Angeles – Long Beach Harbor for toxic discharges from the Los Angeles River.

CONCLUSION:

Staff recommends the City Council enter into the Agreement with GWMA as the cost to conduct monitoring requirements placed on the City of San Fernando by the Harbor Toxic Pollutants TMDL is far less costly when in partnership with other responsible agencies.

ATTACHMENTS:

A. Contract No. 1888
B. Expiring Memorandum of Agreement

ATTACHMENT "A"
CONTRACT NO. 1888
05/14/18

AGREEMENT
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
AND THE
CITY OF SAN FERNANDO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of July 1, 2018, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Fernando, (the "Permittee"). The Permittee and the GWMA are collectively referred to as the "Parties";

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the MS4 Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can and is willing to provide;

WHEREAS, the members of the GWMA are the Cities of Artesia, Avalon, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Water Replenishment District, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees that are not GWMA Members may request to participate in the cost sharing of the Monitoring Costs for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, because GWMA Members already pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay an eight and seventy-six hundredths percent (8.76%) administrative fee on each payment to cover various administrative costs. Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's administrative expenses and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's administrative expenses;

WHEREAS, certain private NPDES permit holders that are subject to the Harbor Toxic Pollutants TMDL have also expressed interest in participating in the cost share for the Monitoring Costs and procuring the monitoring data generated pursuant to this Agreement in order to satisfy their own permit obligations;

WHEREAS, it is currently unknown how many MS4 Permittees and private NPDES permit holders will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees and private NPDES permit holders ultimately participate in the cost sharing for the Monitoring Costs, each

participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Parties have determined that authorizing GWMA to hire consultants as necessary to install and maintain the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in Exhibit "A"; and (b) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2018 and shall expire on June 30, 2023, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs. Provided the Permittee has paid all outstanding invoices to the GWMA to cover the Monitoring Costs and administrative costs, the GWMA will provide

the Permittee with the monitoring data collected from the Monitoring Stations.

(c) At the request of an MS4 Permittee that participates in the cost sharing for the Monitoring Costs, the GWMA is authorized and may negotiate, enter into agreements with, and collect funds from general and individual NPDES permit holders that are not MS4 Permittees for cost-sharing the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Six Hundred Ten Dollars and Thirty-Two Cents ($610.32) for the initial payment ("Initial Payment Amount"), for the 2018-2019 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2018-2019 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the Permittee shall pay no more than Six Hundred Ten Dollars and Thirty-Two Cents ($610.32) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in Exhibit "A", attached hereto and incorporated herein; and (2) the Administrative Costs Payment Amount identified in subsection (c) of this Section 8.

(c) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, legal fees incurred by the GWMA in the performance of its duties under this Agreement, and audit expenses and other overhead costs ("Administrative Costs Payment Amount"). The Administrative Costs Payment Amount will be added to the Permittee's annual invoice to cover the Permittee's share of the administrative costs.

i. GWMA Members. If the Permittee is a GWMA Member, then the Administrative Costs Payment Amount shall be three percent (3%) of the Permittee's Cost Share Amount identified in Exhibit "A." Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

ii. Non-GWMA Members. If the Permittee is not a GWMA Member, then the GWMA shall charge eight and seventy-six hundredths percent (8.76%) of the Permittee's Cost Share Amount identified in Exhibit "A." Five percent (5%) of such amount represents the estimated direct, actual costs of the GWMA's Administrative Costs and three and seventy-six hundredths percent (3.76%) represents the estimated indirect, overhead costs of the GWMA's Administrative Costs. Beginning with the 2019-2020 fiscal year and for each fiscal year thereafter, the GWMA will evaluate this Administrative Costs Payment Amount to ensure it adequately recovers the GWMA's cost of performing its duties under this Agreement. Based on this review, the GWMA may increase or decrease the Administrative Costs Payment Amount for the next fiscal year. The GWMA will provide the Permittee thirty (30) days' written notice prior to July 1st of the fiscal year in which a new Administrative Costs Payment Amount will take effect.

(d) The Permittee's Initial Payment Amount shall cover the 2018-2019 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2018. For each subsequent fiscal year, commencing with the 2019-2020 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount and no later than the April 1st prior to the new fiscal year.

(e) Adjustment of Cost Share Based on Number of Participants. The Initial Payment Amount, the Annual Payment Amount, and the Administrative Costs Payment Amount identified in this Section 8 ("Financial Terms") represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs.

(f) Reserve Credits. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount or the Annual Payment Amount, plus the Administrative Costs Payment Amount, paid by the Permittee in a particular year, then the GWMA will notify the Permittee in writing on the next available invoice and will presume that the Permittee desires any excess balance be credited toward the Permittee's Annual Payment Amount and/or Administrative Costs Payment Amount in subsequent years, less a reasonable contingency as determined by the GWMA not to exceed $10,000. Such a credit will be applied to the Initial Payment Amount if an excess balance exists for funds paid by Permittee under a prior cost share agreement between the Parties. In lieu of a credit, the Permittee may elect to retain any excess balance as reserves for future Annual Payments Amounts and/or Administrative Costs Payment amounts, and pay the full invoiced amount to the GWMA. Notwithstanding the forgoing, the Administrative Costs Payment Amount charged to non-GWMA Members for indirect, overhead costs in the amount of three and seventy-six hundredths percent (3.76%) of the Permittee's Cost Share Amount will be retained by GWMA and is not subject to a credit.

(g) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(h) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(i) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities.

GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (*e.g.*, If the Permittee terminates on March 1st, 2019, the Permittee is responsible for the Annual Payment Amounts for both FY 2018-2019 and FY 2019-2020. If the Permittee terminates on February 10, 2019, the Permittee is responsible for its Annual Payment Amount only for FY 2018-2019, not for FY 2019-2020). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) Other NPDES Permit Holders. Individual or general NPDES permit holders who are not MS4 Permittees that receive Harbor Toxic Pollutants TMDL monitoring requirements in their NPDES permits may wish to participate in this cost share for the Monitoring Costs in order to receive the monitoring data collected from the Monitoring Stations. Upon receipt of a written request from an NPDES permit holder to participate in this cost share, the GWMA will either reject or accept the NPDES permit holder's participation in the cost share arrangement. If accepted, the NPDES permit holder will enter into a separate cost share agreement with the GWMA that will require the NPDES permit holder to pay annually twelve thousand three hundred dollars ($12,300) ("Private Monitoring Fee") for the Monitoring Costs. Failure to pay the Private Monitoring Fee by the date set forth in the cost share agreement will result in termination of the NPDES permit holder's participant status. An NPDES permit holder accepted as a participant will only be entitled to receive the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Private Monitoring Fee. The Private Monitoring Fee will be applied as a credit toward the Permittee's Annual Payment Amount in proportion to the Permittee's Cost Share Amount identified in Exhibit "A."

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or

three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
Executive Officer
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: Yazdan Emrani, M.S., P.E.
Director of Public Works/City Engineer
yemrani@sfcity.org

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it, or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE:_____

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

_____
Signature of GWMA Chair

_____
Print Name

DATE: _____

PERMITTEE
CITY OF SAN FERNANDO

_____
Signature

_____
Print Name

_____
Print Title

EXHIBIT “A”

COST SHARE MATRIX
ATTACHED

EXHIBIT A - COST SHARE MATRIX

City	GWMA Member	Group	Fourth Year*	Sub-Total*	Credit from Reserve	Balance*	Combined Balance
Alhambra	No	LAR	$ 801.52	$ 801.52	$ -	$ 801.52	-
Arcadia	No	LAR	$ 919.56	$ 919.56	$ -	$ 919.56	$ 1,593.98
Arcadia	No	SGR	$ 674.42	$ 674.42	$ -	$ 674.42	
Artesia	Yes	SGR	$ 697.95	$ 697.95	$ -	$ 697.95	$ 2,779.84
Artesia	Yes	SGR - CC	$ 2,081.89	$ 2,081.89	$ -	$ 2,081.89	
Azusa	No	SGR	$ 1,464.61	$ 1,464.61	$ -	$ 1,464.61	-
Baldwin Park	No	SGR	$ 1,244.69	$ 1,244.69	$ -	$ 1,244.69	-
Bell	Yes	LAR	$ 619.29	$ 619.29	$ -	$ 619.29	-
Bellflower	Yes	SGR	$ 820.49	$ 820.49	$ -	$ 820.49	-
Bell Gardens	Yes	LAR	$ 613.67	$ 613.67	$ -	$ 613.67	-
Bradbury	No	LAR	$ 552.43	$ 552.43	$ -	$ 552.43	$ 1,305.05
Bradbury	No	SGR	$ 752.62	$ 752.62	$ -	$ 752.62	
Burbank	No	LAR	$ 1,154.33	$ 1,154.33	$ -	$ 1,154.33	-
Calabasas	No	LAR	$ 751.65	$ 751.65	$ -	$ 751.65	-
Cerritos	Yes	SGR	$ 910.53	$ 910.53	$ -	$ 910.53	$ 4,405.01
Cerritos	Yes	SGR - CC	$ 3,494.49	$ 3,494.49	$ -	$ 3,494.49	
Claremont	No	SGR	$ 1,827.34	$ 1,827.34	$ -	$ 1,827.34	-
Commerce	Yes	LAR	$ 762.38	$ 762.38	$ -	$ 762.38	-
Covina	No	SGR	$ 1,264.55	$ 1,264.55	$ -	$ 1,264.55	-
Cudahy	Yes	LAR	$ 568.73	$ 568.73	$ -	$ 568.73	-
Diamond Bar	No	SGR	$ 1,275.70	$ 1,275.70	$ -	$ 1,275.70	$ 5,132.03
Diamond Bar	No	SGR - CC	$ 3,856.33	$ 3,856.33	$ -	$ 3,856.33	
Downey	Yes	LAR	$ 725.52	$ 725.52	$ -	$ 725.52	$ 1,956.88
Downey	Yes	SGR	$ 1,231.36	$ 1,231.36	$ -	$ 1,231.36	
Duarte	No	LAR	$ 572.48	$ 572.48	$ -	$ 572.48	$ 1,425.07
Duarte	No	SGR	$ 852.59	$ 852.59	$ -	$ 852.59	
El Monte	No	LAR	$ 778.68	$ 778.68	$ -	$ 778.68	$ 1,648.95
El Monte	No	SGR	$ 870.27	$ 870.27	$ -	$ 870.27	
Glendale	No	LAR	$ 1,636.77	$ 1,636.77	$ -	$ 1,636.77	-
Glendora	No	SGR	$ 1,920.91	$ 1,920.91	$ -	$ 1,920.91	-
Hawaiian Gardens	Yes	SGR - CC	$ 2,031.79	$ 2,031.79	$ -	$ 2,031.79	-
Hidden Hills	No	LAR	$ 578.68	$ 578.68	$ -	$ 578.68	-

Huntington Park	Yes	LAR	$ 633.72	$ 633.72	$ -	$ 633.72	-
Industry	No	SGR	$ 1,695.14	$ 1,695.14	$ -	$ 1,695.14	-
Irwindale	No	LAR	$ 582.25	$ 582.25	$ -	$ 582.25	$ 1,934.80
Irwindale	No	SGR	$ 1,352.54	$ 1,352.54	$ -	$ 1,352.54	
La Canada Flintridge	No	LAR	$ 838.44	$ 838.44	$ -	$ 838.44	-
La Habra Heights	No	SGR	$ 749.09	$ 749.09	$ -	$ 749.09	$ 3,867.81
La Habra Heights	No	SGR - CC	$ 3,118.72	$ 3,118.72	$ -	$ 3,118.72	
La Mirada	Yes	SGR - CC	$ 4,074.83	$ 4,074.83	$ -	$ 4,074.83	-
La Puente	No	SGR	$ 955.27	$ 955.27	$ -	$ 955.27	-
La Verne	No	SGR	$ 1,396.88	$ 1,396.88	$ -	$ 1,396.88	-
Lakewood	Yes	LAR	$ 526.98	$ 526.98	$ -	$ 526.98	$ 3,309.51
Lakewood	Yes	SGR	$ 746.09	$ 746.09	$ -	$ 746.09	
Lakewood	Yes	SGR - CC	$ 2,036.43	$ 2,036.43	$ -	$ 2,036.43	
Long Beach (minus estuary)	Yes	LAR	$ 971.71	$ 971.71	$ -	$ 971.71	$ 4,162.30
Long Beach	Yes	SGR	$ 739.43	$ 739.43	$ -	$ 739.43	
Long Beach	Yes	SGR - CC	$ 2,451.16	$ 2,451.16	$ -	$ 2,451.16	
Los Angeles	No	LAR	$ 10,822.08	$ 10,822.08	$ -	$ 10,822.08	-
Lynwood	Yes	LAR	$ 700.07	$ 700.07	$ -	$ 700.07	-
Maywood	Yes	LAR	$ 566.92	$ 566.92	$ -	$ 566.92	-
Monrovia	No	LAR	$ 808.39	$ 808.39	$ -	$ 808.39	$ 1,470.44
Monrovia	No	SGR	$ 662.04	$ 662.04	$ -	$ 662.04	
Montebello	Yes	LAR	$ 828.33	$ 828.33	$ -	$ 828.33	-
Monterey Park	No	LAR	$ 805.38	$ 805.38	$ -	$ 805.38	-
Norwalk	Yes	SGR	$ 1,034.29	$ 1,034.29	$ -	$ 1,034.29	$ 4,385.43
Norwalk	Yes	SGR - CC	$ 3,351.14	$ 3,351.14	$ -	$ 3,351.14	
Paramount	Yes	LAR	$ 637.52	$ 637.52	$ -	$ 637.52	-
Pasadena	No	LAR	$ 1,365.08	$ 1,365.08	$ -	$ 1,365.08	-
Pico Rivera	Yes	LAR	$ 609.86	$ 609.86	$ -	$ 609.86	$ 1,799.33
Pico Rivera	Yes	SGR	$ 1,189.47	$ 1,189.47	$ -	$ 1,189.47	
Pomona	No	SGR	$ 2,654.52	$ 2,654.52	$ -	$ 2,654.52	-
Rosemead	No	LAR	$ 712.17	$ 712.17	$ -	$ 712.17	-
San Dimas	No	SGR	$ 1,996.80	$ 1,996.80	$ -	$ 1,996.80	-
San Fernando	No	LAR	$ 610.32	$ 610.32	$ -	$ 610.32	-
San Gabriel	No	LAR	$ 674.33	$ 674.33	$ -	$ 674.33	-

San Marino	No	LAR	$ 660.99	$ 660.99	$ -	$ 660.99	-
Santa Fe Springs	Yes	SGR	$ 914.20	$ 914.20	$ -	$ 914.20	$ 4,413.79
Santa Fe Springs	Yes	SGR - CC	$ 3,499.59	$ 3,499.59	$ -	$ 3,499.59	
Sierra Madre	No	LAR	$ 625.88	$ 625.88	$ -	$ 625.88	-
Signal Hill (minus estuary)	Yes	LAR	$ 529.99	$ 529.99	$ -	$ 529.99	-
South El Monte	No	LAR	$ 613.19	$ 613.19	$ -	$ 613.19	$ 1,299.71
South El Monte	No	SGR	$ 686.52	$ 686.52	$ -	$ 686.52	
South Gate	Yes	LAR	$ 791.29	$ 791.29	$ -	$ 791.29	-
South Pasadena	No	LAR	$ 648.26	$ 648.26	$ -	$ 648.26	-
Temple City	No	LAR	$ 670.47	$ 670.47	$ -	$ 670.47	-
Unincorporated	No	LAR	$ 2,946.12	$ 2,946.12	$ -	$ 2,946.12	$ 14,510.19
Unincorporated	No	SGR	$ 4,968.38	$ 4,968.38	$ -	$ 4,968.38	
Unincorporated	No	SGR - CC	$ 6,595.70	$ 6,595.70	$ -	$ 6,595.70	
Vernon	Yes	LAR	$ 711.43	$ 711.43	$ -	$ 711.43	-
Walnut	No	SGR	$ 1,438.09	$ 1,438.09	$ -	$ 1,438.09	-
West Covina	No	SGR	$ 2,060.86	$ 2,060.86	$ -	$ 2,060.86	-
Whittier	Yes	SGR	$ 879.24	$ 879.24	$ -	$ 879.24	$ 6,214.04
Whittier	Yes	SGR - CC	$ 5,334.80	$ 5,334.80	$ -	$ 5,334.80	
LACFCD (5%) of Subtotal:	No	LAR	$ 2,206.68	$ 2,206.68	$ -	$ 2,206.68	$ 6,620.03
LACFCD (5%) of Subtotal:	No	SGR	$ 2,206.68	$ 2,206.68	$ -	$ 2,206.68	
LACFCD (5%) of Subtotal:	No	SGR - CC	$ 2,206.68	$ 2,206.68	$ -	$ 2,206.68	
Grand Total:	-	-	$ 12,400.65	$ 132,400.65	$ -	$ 132,400.65	-

Calculations based on an estimated monitoring cost of $44,133.55 per monitoring station.

ATTACHMENT "B"

CONTRACT NO. 1791

AGREEMENT BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY AND THE CITY OF SAN FERNANDO

FOR COST SHARING FOR THE INSTALLATION OF MONITORING EQUIPMENT AND MONITORING PURSUANT TO THE HARBOR TOXIC POLLUTANTS TMDL

This Agreement is made and entered into as of May 28, 2015, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the City of San Fernando (the "Permittee").

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area;

WHEREAS, for the purposes of this Agreement, the term "MS4 Permittees" shall mean those public agencies that are co-permittees to a National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order ("MS4 Permit") issued by the Los Angeles Regional Water Quality Control Board;

WHEREAS, the United States Environmental Protection Agency established the Total Maximum Daily Loads ("TMDL") for Toxic Pollutants on March 23, 2012, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters ("Harbor Toxic Pollutants TMDL");

WHEREAS, the Harbor Toxic Pollutants TMDL regulates certain discharges from National Pollutant Discharge Elimination System ("NPDES") permit holders, requiring organization and cooperation among the Permittees;

WHEREAS, the Permittee manages, drains or conveys storm water into at least a portion of the Los Angeles River including the estuary or Coyote Creek or the San Gabriel River including the estuary;

WHEREAS, various MS4 Permittees desire to facilitate the achievement of the objectives of the Harbor Toxic Pollutants TMDL by installing one monitoring station in the Los Angeles River at Wardlow Road, one monitoring station in the San Gabriel River near Spring Street, and one monitoring station in the Coyote Creek, also near Spring Street and conducting monitoring at said monitoring stations (collectively "Monitoring Stations") to ensure consistency with other regional monitoring programs and usability with other TMDL related studies;

WHEREAS, installation of the Monitoring Stations and future monitoring requires administrative coordination for the various MS4 Permittees that the GWMA can provide;

WHEREAS, individual MS4 permittees that are not GWMA members have indicated a desire to participate in the cost sharing for the installation of the Monitoring Stations and the costs of monitoring conducted at the Monitoring Stations (collectively "Monitoring Costs");

WHEREAS, the GWMA Board of Directors authorized the GWMA to enter into individual separate agreements with such individual MS4 Permittees (which shall not have voting rights in any group relating to the GWMA Members) for purposes of only cost sharing in the Monitoring Costs;

WHEREAS, the members of the GWMA are the Cities of Artesia, Bell, Bell Gardens, Bellflower, Cerritos, Commerce, Cudahy, Downey, Hawaiian Gardens, Huntington Park, La Mirada, Lakewood, Long Beach, Lynwood, Maywood, Montebello, Norwalk, Paramount, Pico Rivera, Santa Fe Springs, Signal Hill, South Gate, Vernon, Whittier, Central Basin Municipal Water District and the Long Beach Water Department ("GWMA Members");

WHEREAS, because GWMA Members already currently pay annual membership fees that pay for GWMA administrative costs, GWMA Members that participate in the cost share for the Monitoring Costs shall pay a three percent (3%) administrative fee on each payment to cover various administrative costs;

WHEREAS, MS4 Permittees that are not GWMA Members that participate in the cost share for the Monitoring Costs shall pay a five percent (5%) administrative fee on each payment to cover various administrative costs;

WHEREAS, currently a majority of MS4 Permittees tributary to the Los Angeles and San Gabriel River systems have committed to cost share for the Monitoring Costs;

WHEREAS, because of the financial savings and benefits resulting from this cost-sharing arrangement, other MS4 Permittees may request to participate in the cost sharing of the Monitoring Costs;

WHEREAS, the cost-share formula, set forth in Exhibit "A" of this Agreement, currently assumes the participation of the maximum number of MS4 Permittees required to comply with the monitoring requirements of the Harbor Toxic Pollutants TMDL;

WHEREAS, it is currently unknown how many MS4 Permittees will ultimately participate in the cost sharing of the Monitoring Costs;

WHEREAS, because some definite maximum cost share amount per participating Permittee is required for planning purposes, this Agreement requires each participating Permittee to submit an initial payment that includes the first year payment plus a deposit that is 25% of the first year payment cost identified in Exhibit "A" of this Agreement, to account for possible non-participation of some MS4 Permittees in the cost share for the Monitoring Costs;

WHEREAS, depending on how many MS4 Permittees ultimately participate in the cost sharing for the Monitoring Costs, each participating Permittee's annual cost share amount will be adjusted and the GWMA will notify each participating Permittee of its adjusted annual cost share amount in writing;

WHEREAS, the "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs;

WHEREAS, if the actual cost share amount is less than the Initial Payment Amount paid by the Permittee, the GWMA will notify the Permittee and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

WHEREAS, the Permittee desires to share in the Monitoring Costs;

WHEREAS, the Permittee and the GWMA are collectively referred to as the "Parties";

WHEREAS, the Parties have determined that authorizing GWMA to hire additional consultant as necessary to install the Monitoring Stations and conduct the monitoring required by the Harbor Toxic Pollutants TMDL will be beneficial to the Parties;

WHEREAS, the Permittee agrees to pay: (a) its proportional share of the Monitoring Costs to be incurred by the GWMA in accordance with the Cost Sharing Formula reflected in **Exhibit "A",** (b) a deposit of 25% of the initial cost share amount and a deposit of 25% of the annual cost share amount; and (c) applicable administrative fees to cover administrative costs; and

WHEREAS, the role of the GWMA is to: (1) invoice and collect funds from the Permittee to cover its portion of the Monitoring Costs; and (2) hire and retain consultants to install Monitoring Stations and conduct monitoring at the Monitoring Stations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this Agreement.

Section 2. Purpose. The purpose of this Agreement is for the Permittee to cost share in the Monitoring Costs.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this Agreement.

Section 4. Voluntary Nature. The Parties voluntarily enter into this Agreement.

Section 5. Binding Effect. This Agreement shall become binding on GWMA and the Permittee.

Section 6. Term. This Agreement shall commence on July 1, 2015 and shall expire on June 30, 2018, unless terminated earlier pursuant to this Agreement.

Section 7. Role of the GWMA.

(a) The GWMA shall invoice and collect funds from the Permittee to cover the Monitoring Costs; and

(b) The GWMA shall administer the consultants' contracts for the Monitoring Costs.

Section 8. Financial Terms.

(a) Initial Payment Amount. The Permittee shall pay no more than Eight Hundred Forty-Eight Dollars and Ninety Cents ($848.90) for the initial payment ("Initial Payment Amount") , for the 2015-2016 fiscal year to the GWMA for managing the installation of the Monitoring Stations and the monitoring data collected at the Monitoring Stations for the 2015-2016 fiscal year. This Initial Payment Amount includes: (1) the Permittee's cost share amount ("Cost Share Amount") identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(b) Annual Payment Amount. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the Permittee shall pay no more than Four Hundred Sixty-Two Dollars and Eight Cents ($462.80) ("Annual Payment Amount") annually on a fiscal year (July 1st to June 30th) basis to the GWMA in exchange for the monitoring data collected from the Monitoring Stations. This price assumes the participation of the maximum number of MS4 Permittees subject to the Harbor Toxic Pollutants TMDL. This Annual Payment Amount includes: (1) the Permittee's Cost Share Amount identified in **Exhibit "A"**, attached hereto and incorporated herein; (2) the administrative fee identified in subsection (c) of this Section 8; and (3) a deposit in the amount of 25% of the Permittee's Cost Share Amount identified in **Exhibit "A"**.

(c) Adjustment of Cost Share Based on Number of Participants. The "Initial Payment Amount" and the "Annual Payment Amount" identified in Section 8 ("Financial Terms") of this Agreement represent the maximum dollar amounts that the Permittee is required to submit to the GWMA, but may be reduced based on the final number of MS4 Permittees that participate in the cost sharing for the Monitoring Costs. In the event that fewer than the maximum number of MS4 Permittees participate, the GWMA will notify the Permittee in writing that the Permittee's cost share amount will be adjusted accordingly. If the Permittee's actual cost share amount plus administrative costs are less than the Initial Payment Amount paid by the Permittee, the GWMA will

notify the Permittee in writing and shall credit any balance in excess of the actual cost share amount towards the Permittee's "Annual Payment Amount" in subsequent years;

(d) Administrative Costs. As part of the Initial Payment Amount and the Annual Payment Amount, the Permittee shall also pay its proportional share of the GWMA's staff time for hiring the consultants and invoicing the Permittee, audit expenses and other overhead costs, including reasonable legal fees incurred by the GWMA in the performance of its duties under this Agreement ("Administrative Costs"). The GWMA shall charge five percent (5%) of each Permittee's Cost Share Amount identified in **Exhibit "A"** to the Permittee's annual invoice to cover the Permittee's share of the Administrative Costs.

(e) The Permittee's Initial Payment Amount shall cover the 2015-2016 fiscal year and is due upon execution of this Agreement, but in no event later than June 30, 2015. For each subsequent fiscal year, commencing with the 2016-2017 fiscal year, the GWMA shall submit annual invoices to the Permittee for the Annual Payment Amount no later than the April 1st prior to the new fiscal year.

(f) Upon receiving an invoice from the GWMA, the Permittee shall pay the invoiced amount to the GWMA within thirty (30) days of the invoice's date.

(g) The Permittee shall be delinquent if its invoiced payment is not received by the GWMA within forty-five (45) days after the invoice's date. If the Permittee is delinquent, the GWMA will: 1) verbally contact the representative of the Permittee; and 2) submit a formal letter from the GWMA Executive Officer to the Permittee at the address listed in Section 12 of this Agreement. If payment is not received within sixty (60) days of the original invoice date, the GWMA may terminate this Agreement. However, no such termination may be ordered unless the GWMA first provides the Permittee with thirty (30) days written notice of its intent to terminate the Agreement. The terminated Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination. If the GWMA terminates this Agreement because the Permittee is delinquent in its payment, the Permittee shall no longer be entitled to the monitoring data collected from the Monitoring Stations.

(h) Any delinquent payments by the Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

Section 9. Independent Contractor.

(a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this Agreement. The GWMA's officers, officials, employees and agents shall at all times during the term of this Agreement be under the exclusive control of the GWMA. The Permittee cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be

employees of the Permittee.

(b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 10. Indemnification and Insurance.

(a) The Permittee shall defend, indemnify and hold harmless the GWMA and its officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA) for negligent or intentional acts, errors and omissions committed by the Permittee or its officers, employees, and agents, arising out of or related to that Permittee's performance under this Agreement, except for such loss as may be caused by GWMA's negligence or that of its officers, employees, or other representatives and agents, excluding the consultant.

(b) GWMA makes no guarantee or warranty that any monitoring data prepared by the consultants shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Permittee for the negligent or intentional acts or omissions of GWMA's consultants. The Permittee's sole recourse for any negligent or intentional act or omission of GWMA's consultants shall be against consultants and their insurance.

Section 11. Termination.

(a) The Permittee may terminate this Agreement for any reason, or no reason, by giving the GWMA prior written notice thereof, but the Permittee shall remain responsible for its entire Annual Payment Amount through the end of the current fiscal year during which Permittee terminates the Agreement and shall not be entitled any refund of any portion of said Annual Payment Amount. Moreover, unless the Permittee provides written notice of termination to the GWMA by February 15th immediately prior to the new fiscal year, the Permittee shall also be responsible for its Annual Payment Amount through the end of the new fiscal year (*e.g.*, If the Permittee terminates on March 1st, 2016, the Permittee is responsible for the Annual Payment Amounts for both FY 2015-2016 and FY 2016-2017. If the Permittee terminates on February 10, 2016, the Permittee is responsible for its Annual Payment Amount only for FY 2015-2016, not for FY 2016-2017). If the Permittee terminates the Agreement, the Permittee shall remain liable for any loss, debt, or liability otherwise incurred through the end of the new fiscal year.

(b) The GWMA may, with a vote of the GWMA Board, terminate this Agreement upon not less than thirty (30) days written notice to the Permittee. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the Permittee.

Section 12. Miscellaneous.

(a) The Permittee has been accepted as a participant in the cost sharing for the Monitoring Costs and shall not be entitled to appoint a representative or to vote or participate in any way in decisions assigned to GWMA Members. Participant status entitles the Permittee only to the monitoring data collected from the Monitoring Stations for any fiscal year in which the participant has paid its Annual Payment Amount.

(b) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Toni Penn
GWMA Administrative/Accounting Assistant
GWMA
16401 Paramount Boulevard
Paramount, CA 90723

To the Permittee:

Mr. Kenneth F. Jones
Administrative Analysis
City of San Fernando
117 Macneil St
San Fernando, CA 91340
kjones@sfcity.org

(c) Amendment. The terms and provisions of this Agreement may not be amended, modified or waived, except by a written instrument signed by all Parties.

(d) Waiver. Waiver by either the GWMA or the Permittee of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or the Permittee, to any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this Agreement.

(e) Law to Govern: Venue. This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

(f) No Presumption in Drafting. The Parties to this Agreement agree that the general rule than an agreement is to be interpreted against the Party drafting it,

or causing it to be prepared, shall not apply.

(g) Severability. If any term, provision, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this Agreement shall be read and construed without the invalid, void, or unenforceable provisions(s).

(h) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this Agreement.

(j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language.

(k) Authority to Execute this Agreement. The person or persons executing this Agreement on behalf of Permittee warrants and represents that he or she has the authority to execute this Agreement on behalf of the Permittee and has the authority to bind Permittee.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf, respectively, as follows:

DATE: 6/29/15

LOS ANGELES GATEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY

Christopher S. Cash
GWMA Chair

DATE: 6/19/15

PERMITTEE
City of San Fernando

Signature

Brian Saeki
Print Name

City Manager
Print Title

EXHIBIT "A"

COST SHARE MATRIX
ATTACHED

				(50% equal share, 50% by area) Installation and 1st Year's operations $110,000			(50% equal share, 50% by area) 2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Upper Los Angeles River Watershed Group	Alhambra	4,884	1.3%	$653	$687	$1,340	$356	$375	$731
	Burbank	11,095	3.0%	$653	$1,561	$2,214	$356	$852	$1,208
	Calabasas	4,006	1.1%	$653	$564	$1,217	$356	$307	$664
	Glendale	19,588	5.3%	$653	$2,756	$3,409	$356	$1,503	$1,860
	Hidden Hills	961	0.3%	$653	$135	$788	$356	$74	$430
	La Canada Flintridge	5,534	1.5%	$653	$779	$1,432	$356	$425	$781
	Los Angeles	181,288	48.8%	$653	$25,511	$26,164	$356	$13,915	$14,271
	Montebello	5,356	1.4%	$653	$754	$1,407	$356	$411	$767
	Monterey Park	4,952	1.3%	$653	$697	$1,350	$356	$380	$736
	Pasadena	14,805	4.0%	$653	$2,083	$2,737	$356	$1,136	$1,493
	Rosemead	3,311	0.9%	$653	$466	$1,119	$356	$254	$610
	San Gabriel	2,645	0.7%	$653	$372	$1,025	$356	$203	$559
	San Marino	2,410	0.6%	$653	$339	$992	$356	$185	$541
	South Pasadena	2,186	0.6%	$653	$308	$961	$356	$168	$524
	Temple City	2,577	0.7%	$653	$363	$1,016	$356	$198	$554
	Unincorporated	40,553	10.9%	$653	$5,707	$6,360	$356	$3,113	$3,469
Lower Los Angeles River Watershed	Downey	3,546	1.0%	$1,306	$499	$1,805	$713	$272	$985
	Lakewood	51	0.0%	$1,306	$7	$1,313	$713	$4	$716
	Long Beach	12,301	3.3%	$1,306	$1,731	$3,037	$713	$944	$1,657
	Lynwood	3,098	0.8%	$1,306	$436	$1,742	$713	$238	$950
	Paramount	1,997	0.5%	$1,306	$281	$1,587	$713	$153	$866
	Pico Rivera	1,510	0.4%	$1,306	$212	$1,519	$713	$116	$828
	Signal Hill	774	0.2%	$1,306	$109	$1,415	$713	$59	$772
	South Gate	4,704	1.3%	$1,306	$662	$1,968	$713	$361	$1,074
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	6,912	1.9%	$1,493	$973	$2,466	$814	$531	$1,345
	Azusa	0	0.0%	$1,493	$0	$1,493	$814	$0	$814
	Bradbury	512	0.1%	$1,493	$72	$1,565	$814	$39	$854
	Duarte	832	0.2%	$1,493	$117	$1,610	$814	$64	$878
	Monrovia	5,056	1.4%	$1,493	$711	$2,204	$814	$388	$1,202
	Sierra Madre	1,792	0.5%	$1,493	$252	$1,745	$814	$138	$952
	Unincorporated	1,792	0.5%	$1,493	$252	$1,745	$814	$138	$952
Upper Reach 2 Group	Bell	1,676	0.5%	$1,493	$236	$1,729	$814	$129	$943
	Bell Gardens	1,577	0.4%	$1,493	$222	$1,715	$814	$121	$935
	Commerce	4,195	1.1%	$1,493	$590	$2,083	$814	$322	$1,136
	Cudahy	786	0.2%	$1,493	$111	$1,603	$814	$60	$875
	Huntington Park	1,930	0.5%	$1,493	$272	$1,764	$814	$148	$962
	Maywood	754	0.2%	$1,493	$106	$1,599	$814	$58	$872
	Vernon	3,298	0.9%	$1,493	$464	$1,957	$814	$253	$1,067
Other	El Monte	4,482	1.2%	$5,225	$631	$5,856	$2,850	$344	$3,194
	South El Monte	1,577	0.4%	$5,225	$222	$5,447	$2,850	$121	$2,971
LACFCD (5%)	--	--	--	--	--	**$5,500**	--	--	**$3,000**
	Totals	**371,303**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

Carson	54		$5,225	$8	$5,233	$2,850	$4	$2,854
Compton	6,060		$5,225	$848	$6,073	$2,850	$485	$3,335
San Fernando	1,518		$653	$213	$866	$356	$116	$472

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

				(50% equal share, 50% by area) Installation and 1st Year's operations $110,000			(50% equal share, 50% by area) 2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Rio Hondo/San Gabriel River Water Quality Group	Arcadia	128	0.1%	$1,493	$41	$1,534	$814	$22	$837
	Azusa	5,952	3.6%	$1,493	$1,897	$3,389	$814	$1,035	$1,849
	Bradbury	704	0.4%	$1,493	$224	$1,717	$814	$122	$937
	Duarte	64	0.0%	$1,493	$20	$1,513	$814	$11	$825
	Monrovia	64	0.0%	$1,493	$20	$1,513	$814	$11	$825
	Sierra Madre	0	0.0%	$1,493	$0	$1,493	$814	$0	$814
	Unincorporated	1,344	0.8%	$1,493	$428	$1,921	$814	$234	$1,048
Upper San Gabriel River	Baldwin Park	4,335	2.6%	$1,742	$1,381	$3,123	$950	$753	$1,703
	Covina	4,481	2.7%	$1,742	$1,428	$3,170	$950	$779	$1,729
	Glendora	9,307	5.7%	$1,742	$2,966	$4,707	$950	$1,618	$2,568
	Industry	7,647	4.7%	$1,742	$2,437	$4,178	$950	$1,329	$2,279
	La Puente	2,207	1.3%	$1,742	$703	$2,445	$950	$384	$1,334
	Unincorporated	40,812	24.9%	$1,742	$13,005	$14,746	$950	$7,093	$8,043
East San Gabriel Valley Watershed Management Area	Claremont	5,790	3.5%	$2,613	$1,845	$4,457	$1,425	$1,006	$2,431
	La Verne	5,030	3.1%	$2,613	$1,603	$4,215	$1,425	$874	$2,299
	Pomona	7,929	4.8%	$2,613	$2,527	$5,139	$1,425	$1,378	$2,803
	San Dimas	8,539	5.2%	$2,613	$2,721	$5,333	$1,425	$1,484	$2,909
Lower San Gabriel River	Bellflower	1,216	0.7%	$1,045	$387	$1,432	$570	$211	$781
	Cerritos	5,645	3.4%	$1,045	$1,799	$2,844	$570	$981	$1,551
	Diamond Bar	4,563	2.8%	$1,045	$1,454	$2,499	$570	$793	$1,363
	Downey	4,237	2.6%	$1,045	$1,350	$2,395	$570	$736	$1,306
	Lakewood	1,293	0.8%	$1,045	$412	$1,457	$570	$225	$795
	Long Beach	2,138	1.3%	$1,045	$681	$1,726	$570	$372	$942
	Norwalk	6,246	3.8%	$1,045	$1,990	$3,035	$570	$1,086	$1,656
	Pico Rivera	3,929	2.4%	$1,045	$1,252	$2,297	$570	$683	$1,253
	Santa Fe Springs	5,683	3.5%	$1,045	$1,811	$2,856	$570	$988	$1,558
	Whittier	9,382	5.7%	$1,045	$2,990	$4,035	$570	$1,631	$2,201
Other	El Monte	1,577	1.0%	$2,613	$503	$3,115	$1,425	$274	$1,699
	Irwindale	6,152	3.8%	$2,613	$1,960	$4,573	$1,425	$1,069	$2,494
	South El Monte	1,823	1.1%	$2,613	$581	$3,193	$1,425	$317	$1,742
	Walnut	5,757	3.5%	$2,613	$1,834	$4,447	$1,425	$1,001	$2,426
LACFCD (5%)	--	--	--	--	--	**$5,500**	--	--	**$3,000**
	Totals	**163,974**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs
- Non-GWMA members will an additional 5% in administrative costs
- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should the following cities elect to participate, their fees will be as shown below.

La Habra Heights	700		$2,613	$224	$2,837	$1,425	$119	$1,544
West Covina	10,283		$1,742	$3,291	$5,033	$950	$1,748	$2,698

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

				(50% equal share, 50% by area) Installation and 1st Year's operations $110,000			(50% equal share, 50% by area) 2nd Year and subsequent years $60,000		
Group Name	**Cities/ Permittees Involved**	**Area (acres)**	**Area**	**Base Cost**	**Area Cost**	**Total Cost**	**Base Cost**	**Area Cost**	**Total Cost**
Lower San Gabriel River	Artesia	1,037	2.0%	$2,613	$1,062	$3,675	$1,425	$579	$2,004
	Cerritos	5,645	11.1%	$2,613	$5,781	$8,394	$1,425	$3,153	$4,578
	Diamond Bar	4,563	8.9%	$2,613	$4,673	$7,286	$1,425	$2,549	$3,974
	Hawaiian Gardens	614	1.2%	$2,613	$629	$3,241	$1,425	$343	$1,768
	La Mirada	5,018	9.8%	$2,613	$5,139	$7,752	$1,425	$2,803	$4,228
	Lakewood	1,293	2.5%	$2,613	$1,324	$3,937	$1,425	$722	$2,147
	Long Beach	2,138	4.2%	$2,613	$2,190	$4,802	$1,425	$1,194	$2,619
	Norwalk	6,246	12.2%	$2,613	$6,397	$9,009	$1,425	$3,489	$4,914
	Santa Fe Springs	5,683	11.1%	$2,613	$5,820	$8,433	$1,425	$3,175	$4,600
	Whittier	9,382	18.4%	$2,613	$9,608	$12,221	$1,425	$5,241	$6,666
Other	Unincorporated	9,400	18.4%	$26,125	$9,627	$35,752	$14,250	$5,251	$19,501
LACFCD (5%)	--	--	--	--	--	**$5,500**	--	--	**$3,000**
	Totals	**51,019**	**100.0%**	**$52,250**	**$52,250**	**$104,500**	**$28,500**	**$28,500**	**$57,000**

- GWMA members will pay an additional 3% in administrative costs

- Non-GWMA members will an additional 5% in administrative costs

- GWMA will collect a 25% deposit on each cost share amount listed in case a city decides to drop out

Should La Habra Heights choose to participate, the fee will be as below and the fee for Unincoporated will change as shown below.

La Habra Heights	3,242		$13,063	$3,307	$16,369	$7,125	$1,816	$8,941
Unincorporated	9,400		$13,063	$9,588	$22,651	$7,125	$5,264	$12,389

Cost Share Breakdown	
Base Cost	
Area Cost	
LACFCD Contribution	
Total	

Additional Monitoring	
Gateway Cities	
Non-Gateway Cities	

Participating	
Agencies	

Cost	
1st Year	$ 110,000
2nd Year	$ 60,000

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: June 18, 2018

Subject: Consideration to Approve a Memorandum of Agreement Between the City of San Fernando and San Gabriel Valley Council of Governments Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the Memorandum of Agreement (MOA) (Attachment "A" – Contract No. 1889) between the City of San Fernando and San Gabriel Valley Council of Governments Regarding the Administration and Cost Sharing for Implementing the Coordinated Integrated Monitoring Program and Enhanced Watershed Management Plan for the Upper Los Angeles River Watershed Management Area; and

b. Authorize City Manager to execute said Agreement.

BACKGROUND:

1. On November 8, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) adopted Order R4-2012-0175, the newest municipal National Pollutant Discharge Elimination Systems Permit (MS4 Permit), which became effective on December 28, 2012. This MS4 Permit incorporated 33 TMDLs and incentives for permittees willing to work cooperatively with other agencies in watershed efforts.

2. On December 2, 2013, the City Council approved participation in the Upper Los Angeles River Enhanced Watershed Management Plan Group (ULAR Group) and authorized the City's participation in the Upper Los Angeles River Enhanced Watershed Management Plan and the associated Coordinated Integrated Monitoring Plan (CIMP).

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

3. On June 27, 2014, the ULAR Group submitted a draft of the CIMP to the Regional Board for approval. On August 5, 2015, the Regional Board approved the CIMP after review by many parties and several revisions.

4. On June 25, 2015, the ULAR Group submitted a draft of the Enhanced Watershed Management Plan (EWMP) to the Regional Board for approval. The Group received comments and subsequently resubmitted a revised draft on January 20, 2016. On April 20, 2016, the Regional Board approved the EWMP.

5. On May 4, 2016, the City of San Fernando, and other agencies entered into an agreement with the City of Los Angeles to administer and cost sharing for the implementing the CIMP for the ULAR CIMP Group (Attachment "B"). This agreement is set to expire on June 30, 2018

ANALYSIS:

The proposed MOA is being presented to continue the administration and establish the cost share based on services used by each member of the Group. The Group evaluated program efficiencies over the past few years and discovered that contracting services and financial management of the program can be streamlined with the assistance of the San Gabriel Valley Council of Governments (SVGCOG).

The City of Los Angeles has performed Monitoring activities within the Los Angeles River Watershed for the last three years under the terms of the MOA and proposes to continue to perform the monitoring services for the term of the new MOA; new term is through Fiscal Year (FY) 2022-2023.

<u>CIMP Related Costs.</u>
The proposed MOA covers a wide range of monitoring events which must be divided among the 19 agencies that are joining in this agreement. Since many of the events have little or no direct benefit to the City of San Fernando, costs are spread to each agency according to the benefit derived. The following table shows the costs that are applicable to the City and displays the year in which the cost is proposed to be incurred and how much of that cost relates to the City.

CIMP Service	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
General Monitoring	$3,242	$2,891	$2,891	$2,891	$2,891	$14,807
Aliso Canyon	$0	$0	$0	$0	$0	$0
McCoy Canyon	$0	$0	$0	$0	$0	$0
Dry Canyon	$0	$0	$0	$0	$0	$0
Bell Creek	$0	$0	$0	$0	$0	$0

CIMP Service	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	Total
LAR Segment C	$0	$0	$0	$0	$0	$0
Verdugo Wash	$0	$0	$0	$0	$0	$0
Burbank WC	$0	$0	$0	$0	$0	$0
Tujunga Wash	$0	$1,500	$0	$0	$2,235	$3,735
LAR Segment D	$0	$0	$0	$0	$0	$0
Bull Creek	$0	$0	$0	$0	$0	$0
Legg Lake	$0	$0	$0	$0	$0	$0
SGVCOG Fee	$233	$233	$233	$233	$233	$1,164
Total	$3,475	$4,623	$3,124	$3,124	$5,359	$19,705

EWMP Related Costs.

The MOA covers a wide range of EWMP related services which must be divided among the 19 agencies that are joining in this agreement. Services that are being funded through this portion of the MOA are: (1) San Gabriel Valley Council of Governments expenses related to their fiduciary responsibilities under this MOA; (2) preparation of the Group annual report, which is required by the Regional Board in addition to the Individual City annual report; (3) the Adaptive Management review of the EWMP which is required by the Regional Board every two years; (4) revisions to the Report of Waste Discharge that was submitted in June of 2017; (5) Load Reduction Study for the portion of the Los Angeles River serving San Fernando by the Bacteria TMDL (next one to be submitted is in 2021 – 2022); (6) the amended Trash TMDL Monitoring and Reporting requirement added in this MOA; (7) additional special studies should one or more Special Studies be needed to reduce the impact of a standard set by the Permit; and (8) the City of Los Angeles cost of preparing the report in June 2017.

EWMP Service	FY18-19	FY19-20	FY20-21	FY 21-22	FY 22-23	Total
SGVCOG Fee	$233	$233	$233	$233	$233	$1,164
Annual Report	$490	$490	$490	$490	$490	$2,450
Adaptive Management	$349	$0	$698	$0	$466	$1,513
ROWD	$0	$0	$0	$119	$0	$119
LA River LRS	$0	$0	$0	$3,483	$0	$3,483
TM&RP	$2,935	$295	$295	$295	$295	$4,115
Special Studies	$372	$372	$372	$372	$372	$1,860
2017 ROWD Cost	$95	$0	$0	$0	$0	$95
Total	$4,474	$1,390	$2,088	*$5,510*	$1,855	*$15,317*

BUDGET IMPACT:

The City's total cost for FY 2018-2019 is $7,949, FY 2019-2020 is $6,013, FY 2020-2021 is $5,212, FY 2021-2022 is $8,634 and for FY 2022-2023 is $7,214 which is a total of $35,022 of the total Monitoring and EWMP related costs of $6,758,891 for the five (5) year agreement, or 0.49% of the total cost of monitoring.

CONCLUSION:

Staff recommends that the City Council enter into the Agreement with GWMA as the cost to conduct monitoring requirements placed on the City of San Fernando by the Harbor Toxic Pollutants TMDL is far less costly in partnership with other responsible agencies.

ATTACHMENTS:

A. Contract No. 1889
B. Expiring Memorandum of Agreement

ATTACHMENT "A"
CONTRACT NO. 1889

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND ENHANCED WATERSHED MANAGEMENT PLAN (EWMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, for the purpose of this MOA, the term PARTIES shall mean the Cities of Los Angeles, Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, Los Angeles

County Flood Control Districts (LACFCD), and the County of Los Angeles (COUNTY); and the term CITY shall mean only the City of Los Angeles; and the term SGVCOG shall mean the San Gabriel Valley Council of Government; and

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board), have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board has adopted National Pollutant Discharge Elimination System MS4 Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the Upper Los Angeles Watershed Management Area as identified in Exhibit E of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the EWMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was approved by the Regional Board on November 18, 2015; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES of the CIMP and the EWMP-RELATED TASKS on the PARTIES' behalf, and the PARTIES have agreed to pay the CITY for their services as indicated in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES and EWMP-RELATED TASKS, at a cost not to exceed those shown in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and EWMP-RELATED TASKS and pay the CITY; (b) administer this MOA; and (c) negotiate, enter into agreements with, and collect funds from individual NPDES permit holders for cost-sharing of MONITORING SERVICES; and (d) negotiate, enter into agreements with consultant(s) to execute services to uphold the SERVICES and TASKS of this MOA; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed $6,758,892 as shown in Table 1 of Exhibit C; and.

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and EWMP based on the Distributed Cost contained in Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B, respectively, of this MOA; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA; and

WHEREAS, individual NPDES permit holders that are not PARTIES may wish to participate in the MONITORING SERVICES for individual permit compliance; and

WHEREAS, the PARTIES contemplate allowing such individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES; and

WHEREAS, the SGVCOG agrees to enter into individual separate agreements with such individual NPDES permit holders (which shall not become parties to this MOA) for MONITORING SERVICES cost-sharing purposes only; and

WHEREAS, if other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the PARTIES contemplate that the invoicing table in Exhibit C will be modified as appropriate and each PARTY’s proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders’ payments.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES, and SGVCOG agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and TASKS of the Upper Los Angeles River Watershed Management Area Group CIMP and EWMP and to authorize the SGVCOG to administer the cost sharing.

Section 3. Cooperation. The PARTIES and the SGVCOG shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered into this MOA for the implementation of the MONITORING SERVICES and EWMP-RELATED TASKS and authorize the SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on the date the last PARTY executes this MOA and shall remain in effect for five (5) years from the effective date or until June 30th, 2023, or whichever is later. The MOA may be extended, through an executed amendment, for an additional three (3) years.

Section 6. Commitment. Once effective, all cooperating PARTIES and the SGVCOG agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AND SGVCOG AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES' submittal of the MS4 Permit Annual Report. The CITY reserves the right to modify this MOA, through a written amendment to be approved by all PARTIES, when conditions, such as, but not limited to, expansion of CIMP requirements, additional EWMP-RELATED TASKS impact annual costs.

b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) businesses days prior to submittal to the Regional Board. The PARTIES may

review the monitoring report and submit comments to the CITY prior to its submittal to the Regional Board.

c. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, in annual amounts not exceeding the invoice amounts shown in Table 1 of Exhibit C. SGVCOG will pay the CITY, the difference between the funds collected and the sum of administrative costs, the CITY's portion of shared costs for MONITORING SERVICES and EWMP-RELATED TASKS. The annual invoices will be issued in May of each calendar year in anticipation of the expected monitoring cost for the next fiscal year. The CITY shall provide SGVCOG an accounting of the MONITORING SERVICES and EWMP-RELATED TASKS completed during each annual payment term by October 31st of the following year. Contingency and other funds shall be retained by SGVCOG to be used at the discretion of the PARTIES. The PARTIES will form a Technical Advisory Committee (TAC) subcommittee to verify the accounting, monitoring and other work completed and the amount of the invoices before the SGVCOG remits payment back to the CITY.

d. Additional Studies. The PARTIES agree that preparing grant applications, and/or conducting watershed-wide special studies, monitoring with other watershed groups, conducting other collaborative activities for the purpose of complying with the MS4 Permit may be funded by the Parties subject to the terms of this MOA, provided that there are available excess contract funds or contingency funds available to fund these activities. Prior to the performance of any such activities, all PARTIES must provide written approval of the activities and revise Tables 1-4 of Exhibit A and Tables 1-10 of Exhibit B showing which PARTIES will be funding the activities and in what amounts.

a. Contracting. The PARTIES contemplate allowing other individual NPDES permit holders to participate in the MONITORING SERVICES without being a party to this MOA, in order to minimize the costs of preparing and implementing the CIMP to each of the PARTIES. In the event that another NPDES permit holder wants to participate in the MONITORING SERVICES, the SGVCOG may enter into an individual separate agreement with such individual NPDES permit holder (which shall not become a party to this MOA) for MONITORING SERVICES cost sharing purposes. If other individual NPDES permit holders participate in the cost sharing relating to the MONITORING SERVICES, the invoicing tables in Exhibit C shall be modified as appropriate and each PARTIES' proportional payment obligation reduced accordingly to reflect other individual NPDES permit holders' payments.

Section 8. Payment.

a. Annual Payment. Each PARTY shall pay the SGVCOG for its proportional share of the estimated cost for MONITORING SERVICES and EWMP-RELATED

TASKS including SGVCOG's fees as shown in Table 4 of Exhibit A and Table 3 of Exhibit B, within sixty (60) days of receipt of the invoice from the SGVCOG. The SGVCOG will remit payment to the CITY within sixty (60) days of receipt of payments from the other PARTIES, noting any delinquent payments that remain due after deducting the SGVCOG's administrative fixed fee as set forth in Table 4 of Exhibit A and Table 3 of Exhibit B and twelve hundred and thirty dollars ($1,230) per individual permittee agreement. The invoicing amounts presented in Exhibit C have been agreed upon by the PARTIES and are subject to change, through a written amendment, to address unforeseen challenges.

b. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A and EWMP-RELATED TASKS in Exhibit B include a Program Management Fee for facilitation of this MOA by the SGVCOG in the combined amount of $100,000 per year as shown in Table 4 of Exhibit A and Table 3 of Exhibit B.

c. Contingency. The CITY and the SGVCOG will notify the PARTIES if actual expenditures for MONITORING SERVICES and/or EWMP-RELATED TASKS are anticipated to exceed the cost estimates contained in Exhibit A and B. Inasmuch, the MONITORING SERVICES may be adaptable to sampling events during an event that may preclude the CITY from notifying the PARTIES, and the CITY may incur cost greater than the contract estimates contained in Exhibit A. The PARTIES agree to pay the CITY (through SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed ten percent (10%) of their proportional annual cost as shown in Table 1 of Exhibit C. Any costs which exceed this ten percent (10%) contingency will require an amendment to this MOA. These funds will be held by SGVCOG until such time as they are needed.

d. Reconciliation of this MOA. Any unexpended funds held by SGVCOG at the termination of this MOA will be refunded or credited to the PARTIES by the SGVCOG, as requested in writing by each PARTY and in accordance with the distributed cost formula set forth in Tables 1 of Exhibit C or PARTIES may elect to roll-over unexpended funds to cover monitoring expenses in the subsequent MOA. At the end of the MOA, the SGVCOG will provide the PARTIES with an accounting of actual expenditures within ninety (90) days.

e. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made within one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made within thirty one (31) to sixty (60) days after the due date. The Prime Rate in

effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

f. Delinquent Payments. A payment is considered to be delinquent one hundred and eighty (180) days after receipt of the invoice from the SGVCOG. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from SGVCOG counsel; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP or EWMP. If the PARTY or PARTIES remain delinquent after the above procedures, then that PARTY's participation in this MOA will be deemed terminated, and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Exhibit C.

Section 9. THE PARTIES FURTHER AGREE:

a. Documentation. The PARTIES agree to provide at no cost to the City all requested information and documentation in their possession that is deemed necessary by the PARTIES to perform the MONITORING SERVICES and EWMP-RELATED TASKS.

b. Access. Each PARTY shall allow the City or its contractor reasonable access and entry to—on an as- needed basis during the term of this MOA—certain facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary for the CITY or its contractor to perform MONITORING SERVICES and EWMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY’s storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES FACILITIES, the CITY shall provide seventy-two (72) hours advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours’ advance written notice is not possible, such as in cases of unforeseen wet weather, CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide the CITY or its contractor a “no-fee” Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.

c. Each PARTY agrees that due to certain monitoring activities, such as toxicity testing, the total cost of this MOA is not inclusive of those activities that may be required to successfully complete the analyses. Thus, the PARTIES agree to

fund the required additional work when the CITY notifies them that the activity has taken place. The PARTIES agree to pay the CITY (through the SGVCOG) for their proportional share of these additional expenditures at an amount not to exceed their proportional annual cost plus the ten percent (10%) contingency as shown in Exhibit A. No PARTY will be obligated to pay for additional expenditures which exceed this amount absent an amendment to this MOA.

d. Reporting. The CITY shall distribute the semi-annual and annual reports to the PARTIES fifteen (15) business days prior to its intended date of submittal to the Regional Board. The PARTIES may review the reports and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

Section 10. Indemnification

a. Each PARTY and the SGVCOG shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

a. Any PARTY including the SGVCOG may withdraw from this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Withdrawing PARTIES shall remain wholly

responsible for their share of the costs of MONITORING SERVICES and EWMP-RELATED TASKS for the extent of the effective term of this MOA. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or EWMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

b. The SGVCOG shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate this MOA.

c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

d. EQUIPMENT Ownership - Devices such as, automatic sampling stations inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to a purchase of a new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES and/or SGVCOG at the addresses set forth in Exhibit D attached hereto and incorporated herein by reference. PARTIES and SBCCOG shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit D. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit D.

b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit D. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.

c. Relationship of the Parties. The parties to this MOA are, and shall at all times remain as to each other, wholly independent entities. No party to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other party unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a party shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another party.

d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each party to this MOA; provided, however, no party may assign its respective rights or obligations under this MOA without the prior written consent of the other parties.

e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and the SGVCOG. Such amendments may be executed by those individuals listed in Exhibit D or by a responsible individual as determined by each PARTY.

f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

g. No Presumption in Drafting. The parties to this MOA agree that the general rule that an MOA is to be interpreted against the party drafting it, or causing it to be prepared shall not apply.

h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

i. Entire Agreement. This MOA constitutes the entire agreement of the parties to this MOA with respect to the subject matter hereof.

j. Waiver. Waiver by any party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all parties to this MOA.

l. All parties to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and SGVCOG and shall be rectified by amending this MOA as described in Section 12(e).

IN WITNESS WHEREOF, the PARTIES and SBCCOG hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By

Mark Pestrella, Director of Public Works Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By

Deputy Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:

Mark Pestrella, Chief Engineer Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By:

Deputy Date

CITY OF ALHAMBRA

By _____ _____
Stephen Sham Date
Mayor

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

Date: _____ By: _____
Kevin James, President
Board of Public Works

ATTEST:

_____
Holly Wolcott
Interim City Clerk

APPROVED AS TO FORM:

_____
Michael N. Feuer
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

THE CITY OF BURBANK

Dated: _____ CITY OF BURBANK

By _____

Will Rogers, Mayor

ATTEST:

_____
Zizette Mullins, CMC, City Clerk

APPROVED AS TO FORM:

_____
Joseph H. McDougall, Senior Assistant City Attorney

CITY OF CALABASAS

Dated: _____ CITY OF CALABASAS

By

_____

Fred Gaines, Mayor

ATTEST:

_____

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

_____

Scott Howard, Interim City Attorney

CITY OF GLENDALE

Dated: _____ CITY OF GLENDALE

By

_____

Vartan Gharpetian, Mayor

ATTEST:

_____

Yasmin K. Beers, City Manager

APPROVED AS TO FORM:

_____

Michael Garcia, City Attorney

CITY OF HIDDEN HILLS

Dated: _____

CITY OF HIDDEN HILLS

By _____

Larry G. Weber, Mayor

ATTEST:

_____

Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

_____

Roxanne M. Diaz, City Attorney

CITY OF LA CANADA FLINTRIDGE

Dated: _____

CITY OF LA CANADA FLINTRIDGE

By

_____

Dave Spence, Mayor

ATTEST:

_____

Mark R. Alexander, City Manager

APPROVED AS TO FORM:

_____

Mark Steres, City Attorney

CITY OF MONTEBELLO

Dated: _____ CITY OF MONTEBELLO

By

_____

Vanessa Delgado, Mayor

ATTEST:

_____

Irma-Bernal Barajas, City Clerk

APPROVED AS TO FORM:

_____

Chris Cardinale, City Attorney

CITY OF MONTEREY PARK

Date: _____ By: _____

Paul Talbot, City Manager

ATTEST:

By: _____

Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____

Karl H. Berger, Assistant City Attorney

CITY OF PASADENA

Dated: _____ CITY OF PASADENA

By

_____

Steve Mermell, City Manager

ATTEST:

_____

Mark Jomsky, City Clerk

APPROVED AS TO FORM:

_____

Brad L. Fuller, Assistant City Attorney

CITY OF ROSEMEAD

Dated: _____ CITY OF ROSEMEAD

By

_____

Jeff Allred, City Manager

ATTEST:

_____

Gloria Molleda, City Clerk

APPROVED AS TO FORM:

_____

Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: _____ CITY OF SAN FERNANDO

By _____
Alexander P. Meyerhoff, City Manager

ATTEST:

_____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez, City Attorney

CITY OF SAN GABRIEL

Dated: _____ CITY OF SAN GABRIEL

By _____
Steven A. Preston, City Manager

ATTEST:

_____
Julie Nguyen, City Clerk

APPROVED AS TO FORM:

_____
Keith Lemieux, City Attorney

CITY OF SAN MARINO

Dated: _____ CITY OF SAN MARINO

By _____
Steve Talt, Mayor

ATTEST:

_____
Marcella Marlowe, City Manager

APPROVED AS TO FORM:

_____
Steven Flower, City Attorney

CITY OF SOUTH EL MONTE

Dated: _____ CITY OF SOUTH EL MONTE

By

_____

[INSERT NAME], City Manager

ATTEST:

_____

[insert name], City Clerk

APPROVED AS TO FORM:

_____

[insert name], City Attorney

CITY OF SOUTH PASADENA

Dated: _____ CITY OF SOUTH PASADENA

By _____
Stephanie DeWolfe, City Manager

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

CITY OF THE TEMPLE CITY

Date: _____

CITY OF TEMPLE CITY

By

_____

Cynthia Sternquist, Mayor

ATTEST:

_____

Peggy Kuo, City Clerk

APPROVED AS TO FORM:

_____

Eric S. Vail, City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Date: _____ By: _____
Marisa Creter, Interim Executive Director

APPROVED AS TO FORM:

By: _____
Richard D. Jones
Counsel for the SGVCOG

EXHIBIT A

Upper Los Angeles River Enhanced Watershed Management Area CIMP Implementation Costs

Table 1. Exhibit A Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD	$41,269	$57,360	$34,536	$34,556	$51,127	$218,848
City of Los Angeles	$448,136	$637,212	$373,145	$373,145	$580,367	$2,412,005
County of Los Angeles	$110,198	$132,588	$94,952	$95,161	$116,540	$549,439
City of Alhambra	$11,184	$10,053	$10,053	$10,053	$10,053	$51,398
City of Burbank	$25,406	$42,837	$22,837	$22,837	$54,168	$168,086
City of Calabasas	$23,640	$70,648	$8,245	$8,245	$8,245	$119,023
City of Glendale	$44,852	$71,702	$40,317	$40,317	$88,532	$285,720
City of Hidden Hills	$5,496	$15,915	$1,978	$1,978	$1,978	$27,345
City of La Canada Flintridge	$12,673	$14,057	$11,392	$11,392	$15,314	$64,827
City of Montebello	$12,265	$11,025	$11,025	$11,025	$11,025	$56,365
City of Monterey Park	$11,338	$10,192	$10,192	$10,192	$10,192	$52,105
City of Pasadena	$33,902	$30,693	$30,474	$30,474	$30,857	$156,399
City of Rosemead	$7,581	$6,815	$6,815	$6,815	$6,815	$34,840
City of San Fernando	$3,475	$4,623	$3,124	$3,124	$5,359	$19,705
City of San Gabriel	$6,056	$5,444	$5,444	$5,444	$5,444	$27,832
City of San Marino	$5,518	$4,960	$4,960	$4,960	$4,960	$25,357
City of South El Monte	$11,484	$11,271	$11,431	$11,594	$11,760	$57,541
City of South Pasadena	$5,006	$4,500	$4,500	$4,500	$4,500	$23,005
City of Temple City	$5,900	$5,303	$5,303	$5,303	$5,303	$27,113

Total Estimated Cost of CIMP	**$825,379**	**$1,147,199**	**$690,722**	**$691,114**	**$1,022,538**	**$4,376,952**

Note:
1. The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring (refer to Table 3a-j, Exhibit A), Legg Lake Receiving Water Monitoring, and SGVCOG annual fee.

Table 2. Exhibit A Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	$273,744	$273,744	$273,744	$273,744	$273,744	$1,368,720
Stormwater Outfall Monitoring	$80,009	$80,009	$80,009	$80,009	$80,009	$400,044
Non-Stormwater Outfall Monitoring	(NSWO costs are distributed according to sub-watershed)					
Data Management (15%)	$53,063	$53,063	$53,063	$53,063	$53,063	$265,315
Capital Expenses	$96,906	$21,000	$21,000	$21,000	$21,000	$180,906
Operation & Maintenance Expenses	$9,414	$9,414	$9,414	$9,414	$9,414	$47,072
Contracted Services: Annual Report, Data Tools, On-call support	$90,000	$90,000	$90,000	$90,000	$90,000	$450,000
Program Management (5%)	$30,157	$26,362	$26,362	$26,362	$26,362	$135,603
General Monitoring Costs (Sub-Total)	$633,293	$553,592	$553,592	$553,592	$553,592	$2,847,659
Contingency (10%)	$63,329	$55,359	$55,359	$55,359	$55,359	$284,766
Annual Escalation (0%, 2%, 2%, 2%, 2%)	$0	$12,179	$12,179	$12,179	$12,179	$48,716
General Monitoring Costs (Total)	**$696,622**	**$621,130**	**$621,130**	**$621,130**	**$621,130**	**$3,181,141**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$34,831	$31,056	$31,056	$31,056	$31,056	$159,057
City of Los Angeles	181,288.00	58.53%	$387,319	$345,345	$345,345	$345,345	$345,345	$1,768,699
County of Los Angeles	41,048.07	13.25%	$87,698	$78,195	$78,195	$78,195	$78,195	$400,477
City of Alhambra	4,884.31	1.58%	$10,435	$9,304	$9,304	$9,304	$9,304	$47,653
City of Burbank	11,095.20	3.58%	$23,705	$21,136	$21,136	$21,136	$21,136	$108,248
City of Calabasas	4,005.68	1.29%	$8,558	$7,631	$7,631	$7,631	$7,631	$39,081
City of Glendale	19,587.50	6.32%	$41,848	$37,313	$37,313	$37,313	$37,313	$191,101
City of Hidden Hills	961.03	0.31%	$2,053	$1,831	$1,831	$1,831	$1,831	$9,376
City of La Canada Flintridge	5,534.46	1.79%	$11,824	$10,543	$10,543	$10,543	$10,543	$53,996

City of Montebello	5,356.38	1.73%	$11,444	$10,204	$10,204	$10,204	$10,204	$52,258
City of Monterey Park	4,951.51	1.60%	$10,579	$9,432	$9,432	$9,432	$9,432	$48,308
City of Pasadena	14,805.30	4.78%	$31,631	$28,203	$28,203	$28,203	$28,203	$144,445
City of Rosemead	3,310.87	1.07%	$7,074	$6,307	$6,307	$6,307	$6,307	$32,302
City of San Fernando	1,517.64	0.49%	$3,242	$2,891	$2,891	$2,891	$2,891	$14,807
City of San Gabriel	2,644.87	0.85%	$5,651	$5,038	$5,038	$5,038	$5,038	$25,804
City of San Marino	2,409.64	0.78%	$5,148	$4,590	$4,590	$4,590	$4,590	$23,509
City of South El Monte	1,594.16	0.51%	$3,406	$3,037	$3,037	$3,037	$3,037	$15,553
City of South Pasadena	2,186.20	0.71%	$4,671	$4,165	$4,165	$4,165	$4,165	$21,329
City of Temple City	2,576.50	0.83%	$5,505	$4,908	$4,908	$4,908	$4,908	$25,137
Total	**309,757.32**	**100%**	**$696,622**	**$621,130**	**$621,130**	**$621,130**	**$621,130**	**$3,181,141**

Note:
1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%.

Table 3A Exhibit A Distribution of Costs for Non-Stormwater Outfall Monitoring in Aliso Canyon Wash

Non-Stormwater Outfall Monitoring (ACW)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$13,784	$0	$0	$0	$0	$13,784
Non-Stormwater Outfall Monitoring	$0	$58,132	$0	$0	$0	$58,132
Data Management (15%)	$2,068	$8,720	$0	$0	$0	$10,788
Program Management (5%)	$793	$3,343	$0	$0	$0	$4,135
Monitoring Cost Sub-Total	$16,645	$70,195	$0	$0	$0	$86,839
Contingency (10%)	$1,664	$7,019	$0	$0	$0	$8,684
Annual Escalation (0%, 2%, 2%)	$0	$1,544	$0	$0	$0	$1,544
Aliso Canyon Wash (Total)	**$18,309**	**$78,759**	**$0**	**$0**	**$0**	**$97,068**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$915	$3,938	$0	$0	$0	$4,853
City of Los Angeles	11,604.43	86.31%	$15,013	$64,581	$0	$0	$0	$79,594
County of Los Angeles	1,839.94	13.69%	$2,380	$10,240	$0	$0	$0	$12,620
ACW (Total)	**13,444.37**	**100%**	**$18,309**	**$78,759**	**$0**	**$0**	**$0**	**$97,068**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3B Exhibit A (McCoy Canyon)

Non-Stormwater Outfall Monitoring (McCoy Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$8,971	$0	$0	$0	$0	$8,971
Non-Stormwater Outfall Monitoring	$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)	$1,346	$5,691	$0	$0	$0	$7,036
Program Management (5%)	$516	$2,181	$0	$0	$0	$2,697
Monitoring Cost Sub-Total	$10,833	$45,809	$0	$0	$0	$56,642
Contingency (10%)	$1,083	$4,581	$0	$0	$0	$5,664
Annual Escalation (0%, 2%, 2%)	$0	$1,008	$0	$0	$0	$1,008
McCoy Canyon (Total)	**$11,916**	**$51,397**	**$0**			**$63,314**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$596	$2,570	$0	$0	$0	$3,166
City of Los Angeles	161.26	5.28%	$597	$2,576	$0	$0	$0	$3,174
County of Los Angeles	237.07	7.76%	$878	$3,788	$0	$0	$0	$4,666
City of Calabasas	1,820.64	59.57%	$6,744	$29,089	$0	$0	$0	$35,833
City of Hidden Hills	837.12	27.39%	$3,101	$13,375	$0	$0	$0	$16,476
McCoy Canyon (Total)	**3,056.09**	**100%**	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Note:

1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3C Exhibit A (Dry Canyon)

Non-Stormwater Outfall Monitoring (Dry Canyon)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$8,971	$0	$0	$0	$0	$8,971
Non-Stormwater Outfall Monitoring	$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)	$1,346	$5,691	$0	$0	$0	$7,036
Program Management (5%)	$516	$2,181	$0	$0	$0	$2,697
Monitoring Cost Sub-Total	$10,833	$45,809	$0	$0	$0	$56,642
Contingency (10%)	$1,083	$4,581	$0	$0	$0	$5,664
Annual Escalation (0%, 2%, 2%)	$0	$1,008	$0	$0	$0	$1,008
Dry Canyon (Total)	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$596	$2,570	$0	$0	$0	$3,166
City of Los Angeles	746.31	25.07%	$2,838	$12,241	$0	$0	$0	$15,079
County of Los Angeles	199.50	6.70%	$759	$3,272	$0	$0	$0	$4,031
City of Calabasas	2,031.13	68.23%	$7,724	$33,314	$0	$0	$0	$41,038
Dry Canyon (Total)	**2,976.94**	**100%**	**$11,916**	**$51,397**	**$0**	**$0**	**$0**	**$63,314**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3D Exhibit A (Bell Creek)

Non-Stormwater Outfall Monitoring (Bell Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

Inventory and 6 screening Events		$13,389	$0	$0	$0	$0	$13,389
Non-Stormwater Outfall Monitoring		$0	$37,937	$0	$0	$0	$37,937
Data Management (15%)		$2,008	$5,691	$0	$0	$0	$7,699
Program Management (5%)		$770	$2,181	$0	$0	$0	$2,951
Monitoring Cost Sub-Total		$16,167	$45,809	$0	$0	$0	$61,976
Contingency (10%)		$1,617	$4,581	$0	$0	$0	$6,198
Annual Escalation (0%, 2%, 2%)		$0	$1,008	$0	$0	$0	$1,008
Bell Creek (Total)		**$17,784**	**$51,397**	**$0**	**$0**	**$0**	**$69,181**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$889	$2,570	$0	$0	$0	$3,459
City of Los Angeles	9,281.64	86.24%	$14,569	$42,107	$0	$0	$0	$56,676
County of Los Angeles	1,357.60	12.61%	$2,131	$6,159	$0	$0	$0	$8,290
City of Hidden Hills	123.92	1.15%	$195	$562	$0	$0	$0	$757
Bell Creek (Total)	**10,763.16**	**100%**	**$17,784**	**$51,397**	**$0**	**$0**	**$0**	**$69,181**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3E Exhibit A (Segment C)

Non-Stormwater Outfall Monitoring (Segment C)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$49,024	$0
Data Management (15%)	$0	$4,254	$0	$0	$7,354	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,819	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$59,197	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,920	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,302	$0
Segment C (Total)	**$0**	**$37,669**	**$0**	**$0**	**$66,419**	**$104,087**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$3,321	$5,204
City of Los Angeles	23,633.48	69.45%	$0	$24,853	$0	$0	$43,821	$68,674
County of Los Angeles	300.53	0.88%	$0	$316	$0	$0	$557	$873
City of Burbank	3,401.83	10.00%	$0	$3,577	$0	$0	$6,308	$9,885
City of Glendale	6,496.20	19.09%	$0	$6,831	$0	$0	$12,045	$18,877
City of Pasadena	197.70	0.58%	$0	$208	$0	$0	$367	$574
Segment C (Total)	**34,029.74**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$66,419**	**$104,087**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3F Exhibit A (Verdugo Wash)

Non-Stormwater Outfall Monitoring (Verdugo Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$40,916	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,137	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,353	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$49,406	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$4,941	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,087	$0
Verdugo Wash(Total)	**$0**	**$37,669**	**$0**	**$0**	**$55,434**	**$93,102**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,772	$4,655
City of Los Angeles	1,276.17	6.68%	$0	$2,389	$0	$0	$3,515	$5,904

County of Los Angeles	3,671.20	19.20%	$0	$6,872	$0	$0	$10,113	$16,985
City of La Canada Flintridge	1,424.01	7.45%	$0	$2,665	$0	$0	$3,923	$6,588
City of Glendale	12,740.31	66.64%	$0	$23,848	$0	$0	$35,095	$58,942
City of Pasadena	6.08	0.03%	$0	$11	$0	$0	$17	$28
Verdugo Wash (Total)	**19,117.77**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$55,434**	**$93,102**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3G Exhibit A (Burbank Western Channel)

Non-Stormwater Outfall Monitoring (BWC)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$42,363	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,355	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,436	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$51,154	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,115	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,125	$0
Burbank Western Channel (Total)	**$0**	**$37,669**	**$0**	**$0**	**$57,395**	**$95,063**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,870	$4,753
City of Los Angeles	8,749.20	52.19%	$0	$18,676	$0	$0	$28,457	$47,133
City of Burbank	7,693.45	45.89%	$0	$16,423	$0	$0	$25,023	$41,445
City of Glendale	321.42	1.92%	$0	$686	$0	$0	$1,045	$1,732
Burbank Western Channel (Total)	**16,764.07**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$57,395**	**$95,063**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3H Exhibit A (Tujunga Wash)

Non-Stormwater Outfall Monitoring (Tujunga Wash)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$41,435	$0
Data Management (15%)	$0	$4,254	$0	$0	$6,215	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$2,382	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$50,032	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$5,003	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,101	$0
Total	**$0**	**$37,669**	**$0**	**$0**	**$56,136**	**$93,805**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,807	$4,690
City of Los Angeles	32,491.56	89.72%	$0	$32,108	$0	$0	$47,849	$79,957
County of Los Angeles	2,183.42	6.03%	$0	$2,158	$0	$0	$3,215	$5,373
City of Glendale	20.25	0.06%	$0	$20	$0	$0	$30	$50
City of San Fernando	1,517.65	4.19%	$0	$1,500	$0	$0	$2,235	$3,735
Tujunga Wash (Total)	**36,212.88**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$56,136**	**$93,805**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3I Exhibit A (Segment D)

Non-Stormwater Outfall Monitoring (Segment D)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$28,360	$0	$0	$0	$28,360

Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$32,657	$0
Data Management (15%)	$0	$4,254	$0	$0	$4,899	$4,254
Program Management (5%)	$0	$1,631	$0	$0	$1,878	$1,631
Monitoring Cost Sub-Total	$0	$34,244	$0	$0	$39,433	$34,244
Contingency (10%)	$0	$3,424	$0	$0	$3,943	$3,424
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$868	$0
Total	**$0**	**$37,669**	**$0**	**$0**	**$44,244**	**$81,913**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$0	$1,883	$0	$0	$2,212	$4,096
City of Los Angeles	23,079.17	100.00%	$0	$35,785	$0	$0	$42,032	$77,817
Segment D (Total)	**23,079.17**	**100%**	**$0**	**$37,669**	**$0**	**$0**	**$44,244**	**$81,913**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3J Exhibit A (Bull Creek)

Non-Stormwater Outfall Monitoring (Bull Creek)	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Inventory and 6 screening Events	$0	$26,778	$0	$0	$0	$26,778
Non-Stormwater Outfall Monitoring	$0	$0	$0	$0	$37,937	$0
Data Management (15%)	$0	$4,017	$0	$0	$5,691	$4,017
Program Management (5%)	$0	$1,540	$0	$0	$2,181	$1,540
Monitoring Cost Sub-Total	$0	$32,334	$0	$0	$45,809	$32,334
Contingency (10%)	$0	$3,233	$0	$0	$4,581	$3,233
Annual Escalation (0%, 2%, 2%)	$0	$0	$0	$0	$1,008	$0
Total	**$0**	**$35,568**	**$0**	**$0**	**$51,397**	**$86,965**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total

LACFCD (5%)	--	--	$0	$1,778	$0	$0	$2,570	$4,348
City of Los Angeles	10,822.34	85.09%	$0	$28,752	$0	$0	$41,548	$70,299
County of Los Angeles	1,896.24	14.91%	$0	$5,038	$0	$0	$7,280	$12,318
Bull Creek (Total)	**12,718.58**	**100%**	**$0**	**$35,568**	**$0**	**$0**	**$51,397**	**$86,965**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 3K Exhibit A (Legg Lake)

Legg Lake Receiving Water Monitoring	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
Receiving Water Monitoring	$14,178	$14,178	$14,178	$14,178	$14,178	$42,533
Data Management (15%)	$2,127	$2,127	$2,127	$2,127	$2,127	$6,380
Program Management (5%)	$815	$815	$815	$815	$815	$2,446
Monitoring Cost Sub-Total	$17,120	$17,120	$17,120	$17,120	$17,120	$51,359
Contingency (10%)	$1,712	$1,712	$1,712	$1,712	$1,712	$5,136
Annual Escalation (0%, 2%, 2%, 2%, 2%)	$0	$377	$384	$392	$400	$761
Legg Lake (Total)	**$18,831**	**$19,208**	**$19,592**	**$19,984**	**$20,384**	**$98,000**

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	--	$942	$960	$980	$999	$1,019	$2,882
County of Los Angeles	2,044.68	56.21%	$10,056	$10,258	$10,463	$10,672	$10,885	$30,777
South El Monte	1,592.68	43.79%	$7,833	$7,990	$8,150	$8,313	$8,479	$23,973
Legg Lake (Total)	**3,637.35**	**100%**	**$18,831**	**$19,208**	**$19,592**	**$19,984**	**$20,384**	**$98,000**

Note:
1. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within Lake = [(Total of Lake Monitoring Costs – LACFD 5%) x Agency Percent Area] / 100%

Table 4. San Gabriel Valley Council of Governments Fee

Agency	Land Area (acres)	% of Area	Fiscal Year 18-19	Fiscal Year 19-20	Fiscal Year 20-21	Fiscal Year 21-22	Fiscal Year 22-23	Total
LACFCD (5%)	--	5.00%	$2,500	$2,500	$2,500	$2,500	$2,500	$12,500
City of Los Angeles	181,288.00	58.53%	$27,800	$27,800	$27,800	$27,800	$27,800	$138,999
County of Los Angeles	41,048.07	13.25%	$6,295	$6,295	$6,295	$6,295	$6,295	$31,473
City of Alhambra	4,884.31	1.58%	$749	$749	$749	$749	$749	$3,745
City of Burbank	11,095.20	3.58%	$1,701	$1,701	$1,701	$1,701	$1,701	$8,507
City of Calabasas	4,005.68	1.29%	$614	$614	$614	$614	$614	$3,071
City of Glendale	19,587.50	6.32%	$3,004	$3,004	$3,004	$3,004	$3,004	$15,018
City of Hidden Hills	961.03	0.31%	$147	$147	$147	$147	$147	$737
City of La Canada Flintridge	5,534.46	1.79%	$849	$849	$849	$849	$849	$4,243
City of Montebello	5,356.38	1.73%	$821	$821	$821	$821	$821	$4,107
City of Monterey Park	4,951.51	1.60%	$759	$759	$759	$759	$759	$3,796
City of Pasadena	14,805.30	4.78%	$2,270	$2,270	$2,270	$2,270	$2,270	$11,352
City of Rosemead	3,310.87	1.07%	$508	$508	$508	$508	$508	$2,539
City of San Fernando	1,517.64	0.49%	$233	$233	$233	$233	$233	$1,164
City of San Gabriel	2,644.87	0.85%	$406	$406	$406	$406	$406	$2,028
City of San Marino	2,409.64	0.78%	$370	$370	$370	$370	$370	$1,848
City of South El Monte	1,594.16	0.51%	$244	$244	$244	$244	$244	$1,222
City of South Pasadena	2,186.20	0.71%	$335	$335	$335	$335	$335	$1,676
City of Temple City	2,576.50	0.83%	$395	$395	$395	$395	$395	$1,975
Total	**309,757.32**	**1.00**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$50,000**	**$250,000**

Note:
1. Total cost of SGVCOG Fees is $50,000 per year.
2. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area EWMP Implementation Costs

Table 1. Distribution of Total Cost for Implementing ULAR EWMP Associated Tasks

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	5YR Total
City of Los Angeles	58.53%	$219,177	$166,120	$312,775	$416,958	$221,723	$1,336,752
Alhambra	1.58%	$5,916	$4,484	$6,735	$4,867	$5,985	$27,987
Burbank	3.58%	$13,409	$10,163	$15,265	$33,182	$13,564	$85,583
Calabasas	1.29%	$5,254	$3,662	$45,435	$3,975	$4,887	$63,213
Glendale	6.32%	$23,627	$17,943	$26,949	$98,628	$23,947	$191,139
Hidden Hills	0.31%	$4,303	$882	$10,237	$957	$1,176	$17,555
La Canada Flintridge	1.79%	$6,704	$5,082	$7,632	$5,516	$6,782	$31,717
Montebello	1.73%	$6,478	$4,910	$7,375	$5,329	$6,553	$30,646
Monterey Park	1.60%	$5,994	$4,544	$6,824	$4,932	$6,064	$28,357
Pasadena	4.78%	$17,897	$13,564	$20,375	$14,758	$18,105	$84,698
Rosemead	1.07%	$5,034	$3,034	$4,559	$3,294	$4,051	$19,971
San Fernando	0.49%	$4,474	$1,390	$2,088	$5,510	$1,855	$15,317
San Gabriel	0.85%	$4,828	$2,414	$3,625	$3,917	$3,221	$18,005
San Marino	0.78%	$4,753	$2,212	$3,324	$2,401	$2,953	$15,642
South El Monte	0.51%	$1,602	$3,052	$2,177	$1,573	$1,934	$10,338
South Pasadena	0.71%	$4,680	$2,010	$3,022	$2,182	$2,685	$14,579
Temple City	0.83%	$4,804	$2,354	$3,537	$2,555	$3,143	$16,393
LACFCD	--	$10,250	$6,500	$34,050	$27,300	$11,500	$89,600
LA County	13.25%	$49,616	$37,605	$69,313	$77,719	$50,192	$284,445
Total	**100.00%**	**$398,845**	**$290,923**	**$585,296**	**$715,552**	**$390,321**	**$2,381,938**

Notes:

1. Total Cost = SGVCOG Admin Fee + Annual Report Costs + Adaptive Management Costs + ROWD Costs + LRS Costs + TMRP Costs + Special Studies Costs + 2017 Report of Waste Discharge (ROWD).

Table 2 : Upper Los Angeles CIMP Contingency (Deficiency) Funds FY15/16 To FY 17/18

CITY	% Drainage Area	FY 15-16	FY 16-17	FY 17-18	Contingency		
		Contingency			Total collected FY15-18	Used	Leftover
City of Los Angeles	58.53%	$81,543	$66,726	$ 60,867	$209,136	$50,699.77	$158,436.67
Alhambra	1.58%	$2,201	$1,801	$1,643	$5,646	$5,258.20	$387.38
Burbank	3.58%	$4,988	$4,081	$3,723	$12,792	$6,858.12	$5,933.76
Calabasas	1.29%	$1,797	$1,471	$1,342	$4,609	$5,031.86	($422.50)
Glendale	6.32%	$8,805	$7,205	$6,572	$22,582	$9,045.74	$13,536.56
Hidden Hills	0.31%	$432	$353	$322	$1,108	$4,247.56	($3,139.88)
La Canada Flintridge	1.79%	$2,494	$2,041	$1,861	$6,396	$5,425.68	$970.26
Montebello	1.73%	$2,410	$1,972	$1,799	$6,182	$5,379.80	$801.75
Monterey Park	1.60%	$2,229	$1,824	$1,664	$5,717	$5,275.51	$441.53
Pasadena	4.78%	$6,659	$5,449	$4,971	$17,080	$7,813.84	$9,265.81
Rosemead	1.07%	$1,491	$1,220	$1,113	$3,823	$4,852.88	($1,029.61)
San Fernando	0.49%	$683	$559	$510	$1,751	$4,390.94	($2,640.10)
San Gabriel	0.85%	$1,184	$969	$884	$3,037	$4,681.32	($1,644.14)
San Marino	0.78%	$1,087	$889	$811	$2,787	$4,620.72	($1,833.66)
South El Monte	0.51%	$711	$581	$530	$1,822	$4,410.66	($2,588.35)
South Pasadena	0.71%	$989	$809	$738	$2,537	$4,563.16	($2,026.22)
Temple City	0.83%	$1,156	$946	$863	$2,966	$4,663.71	($1,698.00)
LACFCD	--	$7,333	$6,000	$5,473	$18,806	$ -	$18,806.05
LA County	13.25%	$18,460	$15,106	$13,779	$47,344	$ 14,573.98	$32,770.25
Total	**100.00%**	**$146,650**	**$120,004**	**$109,467**	**$376,121**	**$151,793.45**	**$224,327.55**

Notes:

1. Table represents excess contingency funds from FY 15-16 per Agency. As agreed, costs for the implementation of the TMRP ($4,000/Agency) was subtracted from each Agency's contingency surplus. Agency's showing Deficiency have remaining implementation costs factored into Year 1 of the TMRP annual costs (refer to Table 8)

Table 3: Upper Los Angeles SGVCOG Management Funds FY18/19 To FY 22/23

CITY	%Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 27,802	$ 27,802	$ 27,802	$ 27,802	$ 27,802
Alhambra	1.58%	$ 751	$ 751	$ 751	$ 751	$ 751
Burbank	3.58%	$ 1,701	$ 1,701	$ 1,701	$ 1,701	$ 1,701
Calabasas	1.29%	$ 613	$ 613	$ 613	$ 613	$ 613
Glendale	6.32%	$ 3,002	$ 3,002	$ 3,002	$ 3,002	$ 3,002
Hidden Hills	0.31%	$ 147	$ 147	$ 147	$ 147	$ 147
La Canada Flintridge	1.79%	$ 850	$ 850	$ 850	$ 850	$ 850
Montebello	1.73%	$ 822	$ 822	$ 822	$ 822	$ 822
Monterey Park	1.60%	$ 760	$ 760	$ 760	$ 760	$ 760
Pasadena	4.78%	$ 2,271	$ 2,271	$ 2,271	$ 2,271	$ 2,271
Rosemead	1.07%	$ 508	$ 508	$ 508	$ 508	$ 508
San Fernando	0.49%	$ 233	$ 233	$ 233	$ 233	$ 233
San Gabriel	0.85%	$ 404	$ 404	$ 404	$ 404	$ 404
San Marino	0.78%	$ 371	$ 371	$ 371	$ 371	$ 371
South El Monte	0.51%	$ 242	$ 242	$ 242	$ 242	$ 242
South Pasadena	0.71%	$ 337	$ 337	$ 337	$ 337	$ 337
Temple City	0.83%	$ 394	$ 394	$ 394	$ 394	$ 394
LACFCD	--	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
LA County	13.25%	$ 6,294	$ 6,294	$ 6,294	$ 6,294	$ 6,294
Total	**100.00%**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**	**$ 50,000**

Table 4: Upper Los Angeles Annual Report Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 58,530	$ 58,530	$ 58,530	$ 58,530	$ 58,530
Alhambra	1.58%	$ 1,580	$ 1,580	$ 1,580	$ 1,580	$ 1,580
Burbank	3.58%	$ 3,580	$ 3,580	$ 3,580	$ 3,580	$ 3,580
Calabasas	1.29%	$ 1,290	$ 1,290	$ 1,290	$ 1,290	$ 1,290
Glendale	6.32%	$ 6,320	$ 6,320	$ 6,320	$ 6,320	$ 6,320
Hidden Hills	0.31%	$ 310	$ 310	$ 310	$ 310	$ 310
La Canada Flintridge	1.79%	$ 1,790	$ 1,790	$ 1,790	$ 1,790	$ 1,790
Montebello	1.73%	$ 1,730	$ 1,730	$ 1,730	$ 1,730	$ 1,730
Monterey Park	1.60%	$ 1,600	$ 1,600	$ 1,600	$ 1,600	$ 1,600
Pasadena	4.78%	$ 4,780	$ 4,780	$ 4,780	$ 4,780	$ 4,780
Rosemead	1.07%	$ 1,070	$ 1,070	$ 1,070	$ 1,070	$ 1,070
San Fernando	0.49%	$ 490	$ 490	$ 490	$ 490	$ 490
San Gabriel	0.85%	$ 850	$ 850	$ 850	$ 850	$ 850
San Marino	0.78%	$ 780	$ 780	$ 780	$ 780	$ 780
South El Monte	0.51%	$ 510	$ 510	$ 510	$ 510	$ 510
South Pasadena	0.71%	$ 710	$ 710	$ 710	$ 710	$ 710
Temple City	0.83%	$ 830	$ 830	$ 830	$ 830	$ 830
LACFCD	--	$ 0	$ 0	$ 0	$ 0	$ 0
LA County	13.25%	$ 13,250	$ 13,250	$ 13,250	$ 13,250	$ 13,250
Total	**100.00%**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**	**$ 100,000**

Notes:

1. LACFCD is compiling their own Annual Report and not contributing to the Watershed effort.

Table 5: Upper Los Angeles Adaptive Management Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 41,703	$ -	$ 83,405	$ -	$ 55,604
Alhambra	1.58%	$ 1,126	$ -	$ 2,252	$ -	$ 1,501
Burbank	3.58%	$ 2,551	$ -	$ 5,102	$ -	$ 3,401
Calabasas	1.29%	$ 919	$ -	$ 1,838	$ -	$ 1,226
Glendale	6.32%	$ 4,503	$ -	$ 9,006	$ -	$ 6,004
Hidden Hills	0.31%	$ 221	$ -	$ 442	$ -	$ 295
La Canada Flintridge	1.79%	$ 1,275	$ -	$ 2,551	$ -	$ 1,701
Montebello	1.73%	$ 1,233	$ -	$ 2,465	$ -	$ 1,644
Monterey Park	1.60%	$ 1,140	$ -	$ 2,280	$ -	$ 1,520
Pasadena	4.78%	$ 3,406	$ -	$ 6,812	$ -	$ 4,541
Rosemead	1.07%	$ 762	$ -	$ 1,525	$ -	$ 1,017
San Fernando	0.49%	$ 349	$ -	$ 698	$ -	$ 466
San Gabriel	0.85%	$ 606	$ -	$ 1,211	$ -	$ 808
San Marino	0.78%	$ 556	$ -	$ 1,112	$ -	$ 741
South El Monte	0.51%	$ 363	$ -	$ 727	$ -	$ 485
South Pasadena	0.71%	$ 506	$ -	$ 1,012	$ -	$ 675
Temple City	0.83%	$ 591	$ -	$ 1,183	$ -	$ 789
LACFCD	--	$ 3,750	$ -	$ 7,500	$ -	$ 5,000
LA County	13.25%	$ 9,441	$ -	$ 18,881	$ -	$ 12,588
Total	**100.00%**	**$ 75,000**		**$ 150,000**	**$ -**	**$ 100,000**

Notes:

1. Year 3 includes costs for a Reasonable Assurance Analysis (RAA)

Table 6: Upper Los Angeles Report Of Waste Discharge (ROWD) FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ -	$ -	$ -	$ 14,194	$ -
Alhambra	1.58%	$ -	$ -	$ -	$ 383	$ -
Burbank	3.58%	$ -	$ -	$ -	$ 868	$ -
Calabasas	1.29%	$ -	$ -	$ -	$ 313	$ -
Glendale	6.32%	$ -	$ -	$ -	$ 1,533	$ -
Hidden Hills	0.31%	$ -	$ -	$ -	$ 75	$ -
La Canada Flintridge	1.79%	$ -	$ -	$ -	$ 434	$ -
Montebello	1.73%	$ -	$ -	$ -	$ 420	$ -
Monterey Park	1.60%	$ -	$ -	$ -	$ 388	$ -
Pasadena	4.78%	$ -	$ -	$ -	$ 1,159	$ -
Rosemead	1.07%	$ -	$ -	$ -	$ 259	$ -
San Fernando	0.49%	$ -	$ -	$ -	$ 119	$ -
San Gabriel	0.85%	$ -	$ -	$ -	$ 206	$ -
San Marino	0.78%	$ -	$ -	$ -	$ 189	$ -
South El Monte	0.51%	$ -	$ -	$ -	$ 124	$ -
South Pasadena	0.71%	$ -	$ -	$ -	$ 172	$ -
Temple City	0.83%	$ -	$ -	$ -	$ 201	$ -
LACFCD	--	$ -	$ -	$ -	$ 750	$ -
LA County	13.25%	$ -	$ -	$ -	$ 3,213	$ -
Total	**100.00%**	**$ -**	**$ -**	**$ -**	**$ 25,000**	**$ -**

Table 7: Upper Los Angeles Load Reduction Strategy (LRS)Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ -	$ -	$ 63,200	$ 236,644	$ -
Alhambra	1.58%	$ -	$ -	$ -	$ -	$ -
Burbank	3.58%	$ -	$ -	$ -	$ 22,150	$ -
Calabasas	1.29%	$ -	$ -	$ 39,935	$ -	$ -
Glendale	6.32%	$ -	$ -	$ -	$ 79,152	$ -

Hidden Hills	0.31%	$	-	$	-	$	8,913	$	-	$	-
La Canada Flintridge	1.79%	$	-	$	-	$	-	$	2,583	$	-
Montebello	1.73%	$	-	$	-	$	-	$	-	$	-
Monterey Park	1.60%	$	-	$	-	$	-	$	-	$	-
Pasadena	4.78%	$	-	$	-	$	-	$	35	$	-
Rosemead	1.07%	$	-	$	-	$	-	$	-	$	-
San Fernando	0.49%	$	-	$	-	$	-	$	3,483	$	-
San Gabriel	0.85%	$	-	$	-	$	-	$	-	$	-
San Marino	0.78%	$	-	$	-	$	-	$	-	$	-
South El Monte	0.51%	$	-	$	-	$	-	$	-	$	-
South Pasadena	0.71%	$	-	$	-	$	-	$	-	$	-
Temple City	0.83%	$	-	$	-	$	-	$	-	$	-
LACFCD	--	$	-	$	-	$	6,575	$	20,050	$	-
LA County	13.25%	$	-	$	-	$	12,827	$	36,902	$	-
Total	**100.00%**	**$**	**-**	**$**	**-**	**$**	**131,500**	**$**	**50,000**	**$**	**-**

Notes:

1. Includes costs to perform non-stormwater investigations ($10K/Trib or Reach), Facts Sheets for Priority Outfalls ($3K/ea assumed 4 POs/Trib or Reach), and LRS Reports for Segment E Tributaries (FY 20-21), Segment C and its Tributaries, and Segment D and its Tributaries (FY 21-22)

Table 8: Upper Los Angeles Trash Monitoring And Reporting Plan (TMRP) Implementation FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	46.7%	$ 35,305	$ 35,305	$ 35,305	$ 35,305	$ 35,305
Alhambra	1.26%	$ 953	$ 953	$ 953	$ 953	$ 953
Burbank	2.86%	$ 2,162	$ 2,162	$ 2,162	$ 2,162	$ 2,162
Calabasas	1.03%	$ 1,201	$ 779	$ 779	$ 779	$ 779
Glendale	5.05%	$ 3,818	$ 3,818	$ 3,818	$ 3,818	$ 3,818
Hidden Hills	0.25%	$ 3,329	$ 189	$ 189	$ 189	$ 189
La Canada Flintridge	1.43%	$ 1,081	$ 1,081	$ 1,081	$ 1,081	$ 1,081
Montebello	1.38%	$ 1,043	$ 1,043	$ 1,043	$ 1,043	$ 1,043

Monterey Park	1.28%	$ 968	$ 968	$ 968	$ 968	$ 968
Pasadena	3.81%	$ 2,880	$ 2,880	$ 2,880	$ 2,880	$ 2,880
Rosemead	0.85%	$ 1,672	$ 643	$ 643	$ 643	$ 643
San Fernando	0.39%	$ 2,935	$ 295	$ 295	$ 295	$ 295
San Gabriel	0.68%	$ 2,158	$ 514	$ 514	$ 514	$ 514
San Marino	0.62%	$ 2,302	$ 469	$ 469	$ 469	$ 469
South El Monte	0.41%	$ 2,898	$ 310	$ 310	$ 310	$ 310
South Pasadena	0.56%	$ 2,450	$ 423	$ 423	$ 423	$ 423
Temple City	0.66%	$ 2,197	$ 499	$ 499	$ 499	$ 499
LACFCD	--	$ 0	$ 0	$ 0	$ 0	$ 0
LA County	10.57%	$ 7,991	$ 7,991	$ 7,991	$ 7,991	$ 7,991
Total	**79.79%**	**$ 77,344**	**$ 60,321**	**$ 60,321**	**$ 60,321**	**$ 60,321**

Notes:

1. Total Drainage Area (100%) includes the Ballona Creek Participating Agencies (not shown here).
2. LACFCD is implementing their own TMRP independently, and is not contributing to this Watershed effort.

Table 9: Upper Los Angeles Special Studies Funds FY18/19 To FY 22/23

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 44,483	$ 44,483	$ 44,483	$ 44,483	$ 44,483
Alhambra	1.58%	$ 1,201	$ 1,201	$ 1,201	$ 1,201	$ 1,201
Burbank	3.58%	$ 2,721	$ 2,721	$ 2,721	$ 2,721	$ 2,721
Calabasas	1.29%	$ 980	$ 980	$ 980	$ 980	$ 980
Glendale	6.32%	$ 4,803	$ 4,803	$ 4,803	$ 4,803	$ 4,803
Hidden Hills	0.31%	$ 236	$ 236	$ 236	$ 236	$ 236
La Canada Flintridge	1.79%	$ 1,360	$ 1,360	$ 1,360	$ 1,360	$ 1,360
Montebello	1.73%	$ 1,315	$ 1,315	$ 1,315	$ 1,315	$ 1,315
Monterey Park	1.60%	$ 1,216	$ 1,216	$ 1,216	$ 1,216	$ 1,216
Pasadena	4.78%	$ 3,633	$ 3,633	$ 3,633	$ 3,633	$ 3,633
Rosemead	1.07%	$ 813	$ 813	$ 813	$ 813	$ 813
San Fernando	0.49%	$ 372	$ 372	$ 372	$ 372	$ 372
San Gabriel	0.85%	$ 646	$ 646	$ 646	$ 646	$ 646

San Marino	0.78%	$ 593	$ 593	$ 593	$ 593	$ 593
South El Monte	0.51%	$ 388	$ 388	$ 388	$ 388	$ 388
South Pasadena	0.71%	$ 540	$ 540	$ 540	$ 540	$ 540
Temple City	0.83%	$ 631	$ 631	$ 631	$ 631	$ 631
LACFCD	--	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000
LA County	13.25%	$ 10,070	$ 10,070	$ 10,070	$ 10,070	$ 10,070
Total	**100.00%**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ 80,000**	**$ 80,000**

Notes:

1. Special studies at a cost of $200,000 each spread out over 5 years.

Table 10: Upper Los Angeles 2017 Report Of Waste Discharge (ROWD) Cost

CITY	% Drainage Area	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23
City of Los Angeles	58.53%	$ 11,355	$ -	$ -	$ -	$ -
Alhambra	1.58%	$ 307	$ -	$ -	$ -	$ -
Burbank	3.58%	$ 695	$ -	$ -	$ -	$ -
Calabasas	1.29%	$ 250	$ -	$ -	$ -	$ -
Glendale	6.32%	$ 1,226	$ -	$ -	$ -	$ -
Hidden Hills	0.31%	$ 60	$ -	$ -	$ -	$ -
La Canada Flintridge	1.79%	$ 347	$ -	$ -	$ -	$ -
Montebello	1.73%	$ 336	$ -	$ -	$ -	$ -
Monterey Park	1.60%	$ 310	$ -	$ -	$ -	$ -
Pasadena	4.78%	$ 927	$ -	$ -	$ -	$ -
Rosemead	1.07%	$ 208	$ -	$ -	$ -	$ -
San Fernando	0.49%	$ 95	$ -	$ -	$ -	$ -
San Gabriel	0.85%	$ 165	$ -	$ -	$ -	$ -
San Marino	0.78%	$ 151	$ -	$ -	$ -	$ -
South El Monte	0.51%	$ 99	$ -	$ -	$ -	$ -
South Pasadena	0.71%	$ 138	$ -	$ -	$ -	$ -
Temple City	0.83%	$ 161	$ -	$ -	$ -	$ -
LACFCD	--	--	$ -	$ -	$ -	$ -
LA County	13.25%	$ 2,571	$ -	$ -	$ -	$ -
Total	**100.00%**	**$ 19,400**	$ -	$ -	$ -	$ -

EXHIBIT C

Upper Los Angeles River Enhanced Watershed Management Area
CIMP and EWMP Invoicing Schedule

Table 1. CIMP/EWMP Implementation Annual Implementation Costs

CITY	% Drainage Area	July 2018	July 2019	July 2020	July 2021	July 2022
City of Los Angeles	58.53%	$ 667,313	$ 803,332	$ 685,920	$ 790,103	$ 802,090
Alhambra	1.58%	$ 17,100	$ 14,537	$ 16,788	$ 14,920	$ 16,038
Burbank	3.58%	$ 38,815	$ 53,000	$ 38,102	$ 56,019	$ 67,732
Calabasas	1.29%	$ 28,894	$ 74,310	$ 53,680	$ 12,220	$ 13,132
Glendale	6.32%	$ 68,524	$ 89,645	$ 67,266	$ 138,945	$ 112,479
Hidden Hills	0.31%	$ 9,799	$ 16,797	$ 12,215	$ 2,935	$ 3,154
La Canada Flintridge	1.79%	$ 19,377	$ 19,139	$ 19,024	$ 16,908	$ 22,096
Montebello	1.73%	$ 18,743	$ 15,935	$ 18,400	$ 16,345	$ 17,578
Monterey Park	1.60%	$ 17,332	$ 14,736	$ 17,016	$ 15,124	$ 16,256
Pasadena	4.78%	$ 51,799	$ 44,257	$ 50,849	$ 45,232	$ 48,962
Rosemead	1.07%	$ 12,615	$ 9,849	$ 11,374	$ 10,109	$ 10,866
San Fernando	0.49%	$ 7,949	$ 6,013	$ 5,212	$ 8,634	$ 7,214
San Gabriel	0.85%	$ 10,884	$ 7,858	$ 9,069	$ 9,361	$ 8,665
San Marino	0.78%	$ 10,271	$ 7,172	$ 8,284	$ 7,361	$ 7,913
South El Monte	0.51%	$ 13,086	$ 14,323	$ 13,608	$ 13,167	$ 13,694
South Pasadena	0.71%	$ 9,686	$ 6,510	$ 7,522	$ 6,682	$ 7,185
Temple City	0.83%	$ 10,704	$ 7,657	$ 8,840	$ 7,858	$ 8,446
LACFCD	--	$ 51,519	$ 63,860	$ 68,586	$ 61,856	$ 62,627
LA County	13.25%	$ 159,814	$ 170,193	$ 164,265	$ 172,880	$ 166,732
Total	**100.00%**	**$ 1,224,224**	**$ 1,439,121**	**$ 1,276,019**	**$ 1,406,667**	**$ 1,412,860**

EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail:ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1600 Fax: (818) 225-7338
City of Glendale Engineering Section, 633 East Broadway, Room 205 Glendale, CA 91206-4308	Chris Chew E-mail: cchew@ glendaleca.gov Phone: (818) 548-3945 Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Hoon Hahn E-mail: hhahn@lcf.ca.gov Phone: 818-790-8882 Fax:818-70-8897

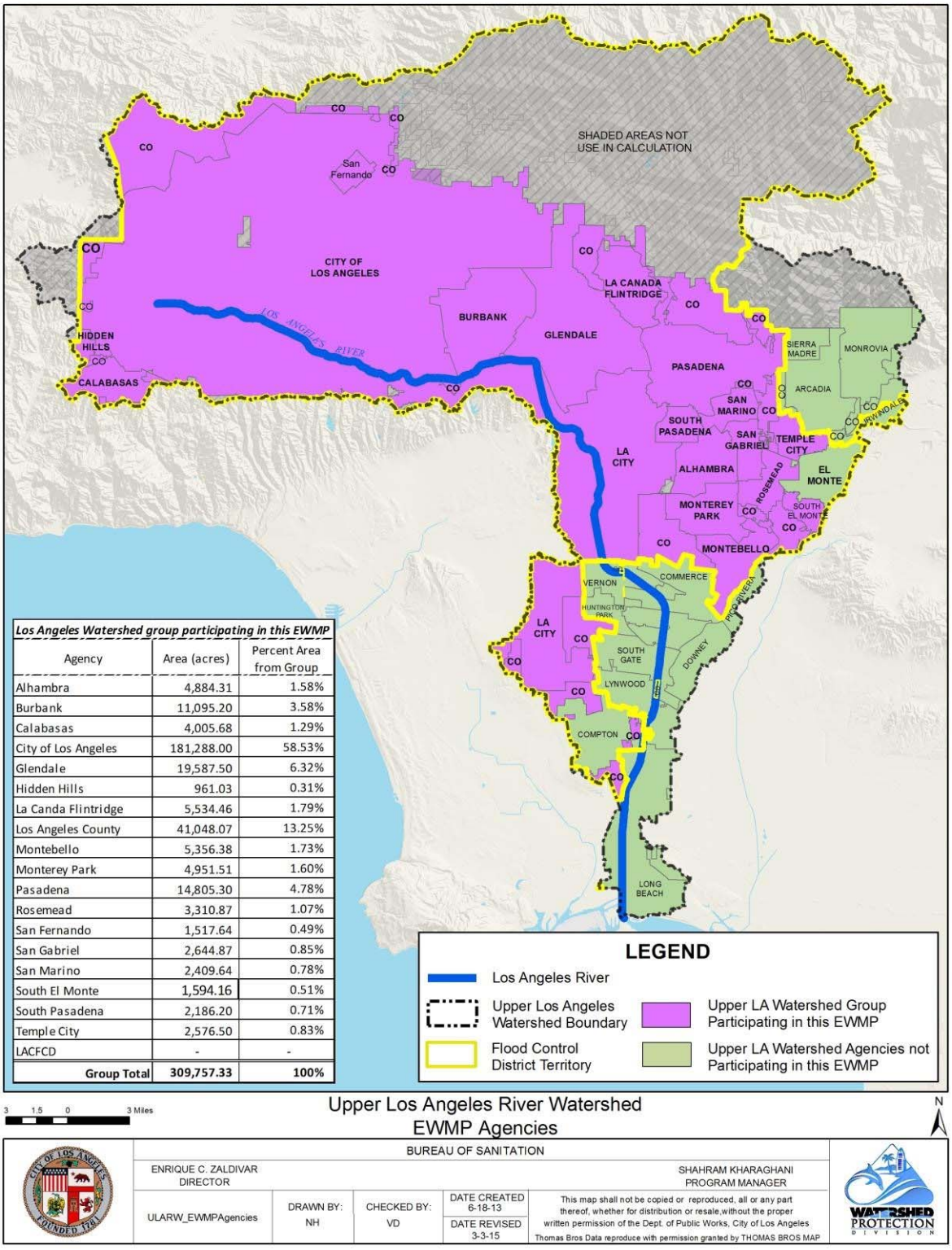
EXHIBIT D

Upper Los Angeles River EWMP/CIMP Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410 Eric Woosley E-mail: ewoosley@infrastructure-engineers.com Phone: 714-940-0100 Ext 5226
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Bonnie Tam E-mail: btam@montereypark.ca.gov Phone: (626) 307-1383
City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215	Sean Singletary E-mail: ssingletary@cityofpasadena.net Phone: (626) 744-4273 Fax:
City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787	Rafael Fajardo E-mail: rfajardo@cityofrosemead.org Phone: (626) 569-2107 Curtis Cannon E-mail: ccannon@cityofrosemead.org Phone: (626) 569-2107
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Joe Bellomo Email: jbellomo@willdan.com Phone: (805) 279-6856
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax: Patty Pena ppena@sgch.org Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Kevin Sales E-mail: kjserv@aol.com Phone: Fax:
City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Manuel Mancha E-mail: mmancha@soelmonte.org Phone: (626) 579-6540 Fax: (626) 579-2409
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Paul Toor E-mail: ptoor@southpasadenaca.gov Phone: (626) 403-7246

City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Andrew Coyne E-mail: acoyne@templecity.us Phone: (626) 285-2171 Ext. 4344
San Gabriel Valley Council of Governments 1000 S. Fremont Ave. Unit 42 Bldg A10-N, Suite 10210 Alhambra, CA 9180	Marisa Creter E-mail: mcreter@sgvcog.org Phone: (626) 457-1800 Fax: (626) 457-1285

EXHIBIT E
Upper Los Angeles River Enhanced Watershed Management Area



Los Angeles Watershed group participating in this EWMP

Agency	Area (acres)	Percent Area from Group
Alhambra	4,884.31	1.58%
Burbank	11,095.20	3.58%
Calabasas	4,005.68	1.29%
City of Los Angeles	181,288.00	58.53%
Glendale	19,587.50	6.32%
Hidden Hills	961.03	0.31%
La Canda Flintridge	5,534.46	1.79%
Los Angeles County	41,048.07	13.25%
Montebello	5,356.38	1.73%
Monterey Park	4,951.51	1.60%
Pasadena	14,805.30	4.78%
Rosemead	3,310.87	1.07%
San Fernando	1,517.64	0.49%
San Gabriel	2,644.87	0.85%
San Marino	2,409.64	0.78%
South El Monte	1,594.16	0.51%
South Pasadena	2,186.20	0.71%
Temple City	2,576.50	0.83%
LACFCD	-	-
Group Total	**309,757.33**	**100%**

Upper Los Angeles River Watershed
EWMP Agencies

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR, DIRECTOR — SHAHRAM KHARAGHANI, PROGRAM MANAGER

ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 / DATE REVISED 3-3-15

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WATERSHED PROTECTION DIVISION

ATTACHMENT "B"

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE COUNTY OF LOS ANGELES

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANGAGEMENT AREA

This Memorandum of Agreement (MOA), made and entered into as of the date of the last signature set forth below by and between THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County MS4 as a large municipal separate storm sewer system (MS4) pursuant to 40 CFR section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Order No. R4-2012-0175 (MS4 Permit); and

WHEREAS, the MS4 Permit became effective on December 28, 2012, and requires that the LACFCD, the COUNTY, and 84 of the 88 cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County comply with the prescribed elements of the MS4 Permit; and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River (ULAR) Watershed Management Area as identified in Exhibit C of this MOA; and

WHEREAS, the PARTIES elected voluntarily to collaborate on the development of an Enhanced Watershed Management Program (EWMP) and a Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit for a portion of the ULAR Watershed Management Area as identified in Exhibit C of this MOA to comply with all applicable monitoring requirements of the MS4 Permit; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work to obtain a consultant (Consultant) to assist the PARTIES in the development of a CIMP; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and was conditionally approved by the Regional Board on August 5, 2015; and

WHEREAS, the CITY will perform the MONITORING SERVICES required to implement the ULAR CIMP, which has been approved by the Regional Board, pursuant to the MS4 Permit; and

WHEREAS, the PARTIES have agreed that the total cost for this MOA shall not exceed $6,007,558; and

WHEREAS, the PARTIES have agreed for the CITY to perform and coordinate the MONITORING SERVICES on the PARTIES' behalf, the PARTIES have agreed to pay the CITY for its Monitoring Services as indicated in Table 1of Exhibit A of this MOA; and

WHEREAS, the MONITORING SERVICES includes various program start-up costs to implement the CIMP, and the PARTIES have agreed that these costs are reimbursable pursuant to this MOA; and

WHEREAS, the CITY retains the right to outsource some or all of the elements of the MONITORING SERVICES, at a cost not to exceed those shown in Tables 1-3 of Exhibit A; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP based on the Distributed Costs contained in Table 1 of Exhibit A of this MOA; and

WHEREAS, the PARTIES have agreed that the distributed costs contained in Table 1 of Exhibit A of this MOA is the sum of GENERAL MONITORING COSTS which are distributed according to each PARTY'S land area relative to the total land area in the ULAR Watershed Management Area (refer to Table 2, Exhibit A), plus the costs of NON-STORMWATER OUTFALL MONITORING, LEGG LAKE RECEIVING WATER MONITORING, and the ARROYO SECO LOAD REDUCTION STRATEGY document preparation, which are distributed according to each PARTY'S land area within those specific sub-watersheds and tributaries of the Los Angeles River (refer to Tables 3a-3g, in Exhibit A); and

WHEREAS, the PARTIES have agreed that the costs of monitoring Echo Park Lake and Lake Calabasas, are not included in the MOA, but rather, are the responsibility of the PARTIES which have jurisdiction over those water bodies; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit despite the collaborative approach of the MOA.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES required to implement the Upper Los Angeles Watershed Management Area Group CIMP.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. This MOA is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOA shall become effective on the last date of execution by a PARTY and shall remain in effect until June 30, 2018. The MOA may be extended, through an amendment, for an additional term of three (3) years if agreed upon by the PARTIES.

Section 6. Commitment. Once effective, all cooperating PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term.

Section 7. THE PARTIES AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES to support the PARTIES submittal of the MS4 Permit Annual Report per the practices found in the approved CIMP. The CITY may modify this MOA through an amendment approved by all PARTIES, when conditions, such as but not limited to, expansion of CIMP requirements, impact annual costs.

b. Reporting. The PARTIES authorize the CITY to prepare and submit semi-annual and annual analytical monitoring reports to the Regional Board as described in the CIMP as well as electronic files if requested by the Regional Board. The CITY shall distribute the semi-annual and annual reports to the PARTIES 15 days prior to its intended date of submittal to the Regional Board. The PARTIES may review the monitoring report and submitted comments to the CITY prior to its submittal to the Regional Board. The CITY has control of the submittal but shall discuss the PARTIES' comments as they apply to the report.

c. Invoicing. The CITY will invoice the PARTIES annually, not exceeding the amounts shown in Table 1 of Exhibit A.

Section 8. Invoicing and Payment.

a. Annual Payment. The PARTIES shall pay the CITY for their proportional share of the estimated cost for MONITORING SERVICES as shown in Table 1 of Exhibit A, within sixty (60) days of receipt of the invoice from the CITY. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to change, through an amendment, pursuant to unforeseen challenges.

b. Invoice. The CITY will invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit A. The annual invoices will be issued in July of each calendar year. The first invoice will be distributed upon the execution of this MOA.

c. Program Management Fee. The costs of MONITORING SERVICES in Exhibit A include a Program Management Fee in the amount of 5%.

d. Incidental Expenses. The CITY will attempt to notify the PARTIES if actual expenditures for MONITORING SERVICES are anticipated to exceed the cost estimates contained in Exhibit A. A ten (10%) contingency to cover Incidental Expenses is already factored into the cost estimates in Exhibit A. Incidental costs greater than ten percent (10%) will require an amendment to this MOA.

e. Reconciliation of this MOA. Unexpended costs for variable costs at the termination of this MOA will either be reimbursed to the PARTIES by the CITY in

accordance with the distributed cost formulas set forth in Tables 2 and 3a-3g of Exhibit A, or PARTIES may elect to roll-over unexpended costs to cover monitoring expenses in the following year. At the end of each fiscal year, and at the end of the MOA, the CITY will provide the PARTIES with a statement of actual expenditures, broken down for each table in Exhibit A.

f. Late Payment Penalty. Any payment that is not received within 60 days following receipt of the CITY invoice shall be subject to interest on the original amount from the date that the payment first became due. The interest rate shall be equal to the Prime Rate in effect when the payment first became due plus one percent (1%) for any payment that is made from one (1) to thirty (30) days after the due date. The Prime Rate in effect when the payment first became due plus five percent (5%) shall apply to any payment that is made from thirty one (31) to sixty (60) days after the due date. The Prime Rate in effect when the payment first became due plus ten percent (10%) shall apply to any payment that is made more than sixty (60) days past the due date. The rates, shall nevertheless, not exceed the maximum allowed by law.

g. Delinquent Payments. A PARTY or PARTIES payment is considered to be delinquent 180 days after receipt of the invoice from the CITY. The following procedure may be implemented to attain payments from the delinquent PARTY or PARTIES: 1) verbally contact/meet with the manager(s) from the delinquent PARTY or PARTIES; 2) submit a formal letter to the delinquent PARTY or PARTIES from the CITY attorney; and 3) notify the Regional Board that the delinquent PARTY or PARTIES are no longer a participating member of the CIMP. If the PARTY or PARTIES remain delinquent after the above procedures, then any delinquent amount(s) will be distributed in the following invoice amongst all remaining PARTIES in accordance with a revised distributed cost formula that is exclusive of the delinquent PARTY or PARTIES.

Section 9. THE PARTIES FURTHER AGREE:

a. Payment. The PARTIES agree to pay the CITY for all MONITORING SERVICES required to implement the ULAR CIMP, pursuant to the MS4 Permit, not exceeding the amounts shown in Table 1 of Exhibit A, based on the distributed cost formulas in Tables 2 and 3a-3g of Exhibit A, attached hereto and made a part of this MOA by this reference.

b. Documentation. The PARTIES agree to provide all requested information and documentation in their possession, and make available for release to the CITY, that is deemed necessary by the PARTIES to perform the MONITORING SERVICES at no cost to the CITY.

c. Access. Each PARTY shall allow reasonable access and entry to the CITY or its contractor, on an as-needed basis during the term of this MOA, including but not

limited to the PARTY'S storm drains, channels, catch basins, and similar properties (FACILITIES) to achieve the purposes of this MOA, provided, however, that prior to entering any of the PARTY'S FACILITIES, the CITY or its contractor shall provide written notice 72 hours in advance of entry from the applicable PARTY, or in the cases where 72 hour advanced notice is not possible, such as in cases of unforeseen wet weather, as early as reasonably possible. LACFCD, being a member of this MOA, agrees to provide a "no-fee" Access Permit to their facilities/structures which require access to perform the MONITORING SERVICES by the CITY. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment.

d. The NON-STORMWATER OUTFALL MONITORING element of the MONITORING SERVICES to be provided by the City will constitute non-stormwater outfall-based screening and monitoring only, and will terminate upon identification and prioritization of outfalls with significant non-stormwater discharges. The ensuing investigation(s) to identify the sources of these non-stormwater discharges will be conducted by a third-party consultant who will report findings to the CITY and to PARTIES located within the drainage area of the investigation(s). The estimated costs for these investigations are incorporated in the estimated costs for NON-STORMWATER OUTFALL MONITORING in Table 3a-3e, in Exhibit A.

e. MONITORING SERVICES of this MOA do not include monitoring activities in Echo Park Lake and Lake Calabasas. These are the responsibility of the agencies with jurisdiction over these water bodies.

Section 10. Indemnification

a. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY'S own negligence or willful misconduct.

b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed

upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOA to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 11. Termination

a. Any PARTY may terminate this MOA for any reason, in whole or part, by giving the other PARTIES and the Regional Board thirty (30) days written notice thereof. Terminated PARTIES shall remain wholly responsible for their share of the costs of MONITORING SERVICES that were incurred up to the date at which the MOA was terminated. A terminated PARTY shall have rights to all work and reports produced with the use of its paid cost allocation. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP.

b. The CITY shall notify in writing all PARTIES within fourteen (14) days of receiving written notice from any PARTY that intends to terminate its PARTY status in this MOA.

c. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default as determined by the PARTIES.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit B attached hereto and incorporated herein by reference. Parties shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit B. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit B.

b. Administration. For the purposes of this MOA, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit B. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOA on behalf of such PARTY.

c. Relationship of the Parties. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOA shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

d. Binding Effect. This MOA shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOA without the prior written consent of the other PARTIES.

e. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. Such amendments may be executed by those individuals listed in Exhibit B or by a responsible individual as determined by each PARTY.

f. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation between the Parties, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

g. No Presumption in Drafting. The Parties to this MOA agree that the general rule that an MOA is to be interpreted against the Party drafting it, or causing it to be prepared shall not apply.

h. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

i. Entire Agreement. This MOA, and its Exhibits, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

j. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOA shall not

constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

CITY OF LOS ANGELES

Date: 5-2-16

By: _____
Kevin James, President
Board of Public Works

ATTEST:

_____
Holly Wolcott
Interim City Clerk

5-3-16

APPROVED AS TO FORM:

_____
Michael N. Feuer
City Attorney

By: _____
Edward M. Jordan
Assistant City Attorney

CITY OF ALHAMBRA

By _____ 1/27/16
Mary Swink
City Manager

Date

APPROVED AS TO CONTENT:

By _____
Lauren Myles
City Clerk

APPROVED AS TO FORM:

By _____
Joseph M. Montes, Esq.
City Attorney

THE CITY OF BURBANK

Dated: 1/26/16

CITY OF BURBANK

By Bob Frutos

Bob Frutos, Mayor

ATTEST:

Zizette Mullins, CMC, City Clerk

APPROVED AS TO FORM:

Joseph H. McDougall, Senior Assistant City Attorney

THE CITY OF CALABASAS

Dated: 1/8/16

CITY OF CALABASAS

By _____
Anthony M. Coroalles, City Manager

ATTEST:

_____
Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Matthew T. Summers Assistant City Attorney for

Scott Howard, Interim City Attorney

THE CITY OF GLENDALE

Dated: 2/26/16

CITY OF GLENDALE

By _____
Scott Ochoa, City Manager

ATTEST:

_____
Ardy Kassakhian, City Clerk

4/4/16
AS TO FINANCIAL
IMPACT: 251,783

APPROVED AS TO FORM:

_____
Director of Finance

_____
Michael Garcia, City Attorney

THE CITY OF HIDDEN HILLS

Dated: 3/28/16

CITY OF HIDDEN HILLS

By _____
Jim Cohen, Mayor

ATTEST:

_____
Cherie L. Paglia, City Manager

APPROVED AS TO FORM:

_____
Roxanne M. Diaz, City Attorney

THE CITY OF LA CANADA FLINTRIDGE

Dated: 2-17-16

CITY OF LA CANADA FLINTRIDGE

By David A. Spence
Dave Spence, Mayor

ATTEST:

Mark R. Alexander, City Manager

APPROVED AS TO FORM:

Mark Steres, City Attorney

THE CITY OF MONTEBELLO

Dated: 4/28/16

CITY OF MONTEBELLO

By _____
Francesca Tucker-Schuyler, City Manager

ATTEST:

_____
Irma Barajas, City Clerk

APPROVED AS TO FORM:

_____
Arnold Alvarez-Glasman, City Attorney

CITY OF MONTEREY PARK

Date: 2/3/2016

By: _____
Paul Talbot, City Manager

ATTEST:

By: _____
Vincent D. Chang, City Clerk

APPROVED AS TO FORM:

By: _____
Karl H. Berger, Assistant City Attorney

CITY OF PASADENA

Dated: 1-12-16

CITY OF PASADENA

By _____
for Michael J. Beck, City Manager

ATTEST:

_____ 1/14/16
Mark Jomsky, City Clerk

APPROVED AS TO FORM:

_____
Brad L. Fuller, Assistant City Attorney

CITY OF ROSEMEAD

Dated: 1/27/16

CITY OF ROSEMEAD

By _____
Jeff Allred, City Manager

ATTEST:

_____
Carol Cowley, Interim City Clerk

APPROVED AS TO FORM:

_____
Rachel H. Richman, City Attorney

CITY OF SAN FERNANDO

Dated: 5/4/16

CITY OF SAN FERNANDO

By _____
Brian Saeki, City Manager

ATTEST:

_____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

_____
Rick R. Olivarez, City Attorney

THE CITY OF SAN GABRIEL

Dated: 04/19/2016

CITY OF SAN GABRIEL

By MMarlow for SPreston
Steven A. Preston, City Manager

ATTEST:

Eleanor K. Andrews
Eleanor K. Andrews, City Clerk

APPROVED AS TO FORM:

Robert L. Kress, City Attorney

CITY OF SAN MARINO

Dated: 2-11-2016

CITY OF SAN MARINO

By _____
John Schaefer, City Manager

ATTEST:

Veronica Ruiz
Veronica Ruiz, City Clerk

APPROVED AS TO FORM:

_____
Steve Dorsey, City Attorney

THE CITY OF SOUTH EL MONTE

Dated: FEBRUARY 23, 2016

CITY OF SOUTH EL MONTE

By _____
Anthony R. Ybarra, City Manager

ATTEST:

_____
Rose Juarez, City Clerk

APPROVED AS TO FORM:

_____
Quinn Barrow, City Attorney

THE CITY OF SOUTH PASADENA

Dated: 1-6-16

CITY OF SOUTH PASADENA

By _____
Sergio Gonzalez, City Manager

ATTEST:

_____
Evelyn G. Zneimer, City Clerk

APPROVED AS TO FORM:

_____
Teresa L. Highsmith, City Attorney

CITY OF THE TEMPLE CITY

Date: 2/03/16

CITY OF TEMPLE CITY

By _____
Tom Chavez, Mayor

ATTEST:

Peggy Kuo
Peggy Kuo, City Clerk

APPROVED AS TO ~~FORM:~~

Eric S. Vail, City Attorney

COUNTY OF LOS ANGELES

By _____ 3-23-16
for GAIL FARBER, Director of Public Works Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____ 2/22/2016
Deputy Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____ 3-23-16
for GAIL FARBER, Chief Engineer Date

APPROVED AS TO FORM:

Mary C. Wickham
County Counsel

By _____ 2/22/2016
Deputy Date

EXHIBIT A

Table 1. Distribution of Total Estimated Cost for Implementing the ULAR CIMP.

Agency	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD	$128,820	$89,931	$83,464	$302,215
City of Los Angeles	$1,164,325	$919,008	$846,702	$2,930,035
County of Los Angeles	$392,577	$271,798	$254,265	$918,641
City of Alhambra	$51,979	$33,726	$31,439	$117,143
City of Burbank	$54,892	$45,817	$41,794	$142,503
City of Calabasas	$19,818	$16,541	$15,089	$51,448
City of Glendale	$97,043	$80,921	$73,819	$251,783
City of Hidden Hills	$4,755	$3,968	$3,620	$12,343
City of La Canada Flintridge	$82,421	$37,194	$35,187	$154,802
City of Montebello	$71,012	$38,486	$36,544	$146,043
City of Monterey Park	$58,090	$34,814	$32,707	$125,611
City of Pasadena	$210,796	$106,276	$100,887	$417,959
City of Rosemead	$44,190	$23,898	$22,698	$90,786
City of San Fernando	$7,508	$6,267	$5,717	$19,492
City of San Gabriel	$35,301	$19,091	$18,132	$72,524
City of San Marino	$32,162	$17,393	$16,519	$66,074
City of South El Monte	$29,805	$20,214	$19,636	$69,655
City of South Pasadena	$19,767	$14,683	$13,400	$47,851
City of Temple City	$34,389	$18,597	$17,663	$70,649
Total Estimated Cost of CIMP	**$2,539,651**	**$1,798,624**	**$1,669,283**	**$6,007,558**

Note:
1. The Total Estimated Cost for each agency is the sum of General Monitoring Costs (refer to Table 2, Exhibit A) plus the costs for Non-Stormwater Outfall Monitoring, Legg Lake Receiving Water Monitoring, and Arroyo Seco Load Reduction Strategy Document Preparation (refer to Table 3a-g, Exhibit A).
2. The figures shown in this table include a 5% Program Management Fee and a 10% Contingency, which are also detailed in Tables 2 and 3a-f in Exhibit A.

Table 2. Distribution of General Monitoring Costs.

CIMP Component	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Receiving Water Monitoring	$378,749	$390,506	$361,556	$1,130,811
Storm Water Outfall Monitoring	$35,085	$70,170	$105,256	$210,511
Non-Storm Water Outfall Monitoring	(NSWO costs are distributed according to sub-watershed)			
Data Management (15%)	$62,075	$69,101	$70,022	$201,198
Capital Expenses	$254,890	$336,000	$216,000	$806,890
Operation & Maintenance Expenses	$35,132	$52,733	$65,333	$153,199
Contracted Services: Annual Report, Data Tools, On-call support	$630,731	$224,381	$224,381	$1,079,493
Program Management (5%)	$69,833	$57,145	$52,127	$179,105
General Monitoring Costs (subtotal)	$1,466,496	$1,200,037	$1,094,675	$3,761,208
Contingency (10%)	$146,650	$120,004	$109,467	$376,121
Annual Escalation (0%, 2%, 2%)	$0	$26,401	$24,083	$50,484
General Monitoring Costs (total)	**$1,613,146**	**$1,346,441**	**$1,228,225**	**$4,187,812**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$80,657	$67,322	$61,411	$209,391
City of Los Angeles	181,288.00	58.53%	$896,901	$748,615	$682,887	$2,328,404
County of Los Angeles	41,048.07	13.25%	$203,081	$169,505	$154,623	$527,208
City of Alhambra	4,884.31	1.58%	$24,165	$20,169	$18,399	$62,732
City of Burbank	11,095.20	3.58%	$54,892	$45,817	$41,794	$142,503
City of Calabasas	4,005.68	1.29%	$19,818	$16,541	$15,089	$51,448
City of Glendale	19,587.50	6.32%	$96,907	$80,885	$73,783	$251,575
City of Hidden Hills	961.03	0.31%	$4,755	$3,968	$3,620	$12,343
City of La Canada Flintridge	5,534.46	1.79%	$27,381	$22,854	$20,848	$71,083
City of Montebello	5,356.38	1.73%	$26,500	$22,119	$20,177	$68,796
City of Monterey Park	4,951.51	1.60%	$24,497	$20,447	$18,652	$63,596
City of Pasadena	14,805.30	4.78%	$73,248	$61,137	$55,770	$190,154
City of Rosemead	3,310.87	1.07%	$16,380	$13,672	$12,472	$42,524
City of San Fernando	1,517.64	0.49%	$7,508	$6,267	$5,717	$19,492
City of San Gabriel	2,644.87	0.85%	$13,085	$10,922	$9,963	$33,970
City of San Marino	2,409.64	0.78%	$11,921	$9,950	$9,077	$30,949
City of South El Monte	1,594.16	0.51%	$7,887	$6,583	$6,005	$20,475
City of South Pasadena	2,186.20	0.71%	$10,816	$9,028	$8,235	$28,079
City of Temple City	2,576.50	0.83%	$12,747	$10,639	$9,705	$33,092
Total	**309,757.32**	**100%**	**$1,613,146**	**$1,346,441**	**$1,228,225**	**$4,187,812**

Note:
1. General Monitoring Costs include all required monitoring elements in the CIMP, except for Non-Stormwater Outfall Monitoring and Receiving water monitoring in Echo Park Lake, Lake Calabasas, and Legg Lake.
2. The areas owned by Caltrans, State Parks, and U.S. Government have been excluded from the total area of the Upper Los Angeles River watershed.
3. Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the General Monitoring Costs, which is subtracted before the costs are distributed among the other Parties.
4. Area (acres) determined by GIS analysis as shown in Exhibit C.
5. Agency Percent Area = (Agency Area / Total Area) x 100%
6. Distributed Cost to each Party = [(Total of General Monitoring Costs – LACFD 5%) x Agency Percent Area].

Table 3a. Distribution of Costs for Non-Stormwater Outfall Monitoring in Rio Hondo.

Non-Stormwater Outfall Monitoring (Rio Hondo)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	$85,432	$0	$0	$85,432
Source Investigations	$100,000	$0	$0	$100,000
Non-Stormwater Outfall Monitoring	$104,532	$104,532	$104,532	$313,596
Data Management (15%)	$43,495	$15,680	$15,680	$74,854
Program Management (5%)	$16,673	$6,011	$6,011	$28,694
Monitoring Cost Sub-Total	$350,131	$126,222	$126,222	$602,576
Contingency (10%)	$35,013	$12,622	$12,622	$60,258
Annual Escalation (0%, 2%, 2%)	$0	$2,777	$2,777	$5,554
Rio Hondo (Total)	**$385,144**	**$141,621**	**$141,621**	**$668,387**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$19,257	$7,081	$7,081	$33,419
County of Los Angeles	8,057.60	18.50%	$67,681	$24,887	$24,887	$117,455
City of Alhambra	3,311.34	7.60%	$27,814	$10,228	$10,228	$48,269
City of Montebello	5,299.29	12.17%	$44,512	$16,368	$16,368	$77,247
City of Monterey Park	3,999.35	9.18%	$33,593	$12,353	$12,353	$58,298
City of Pasadena	10,177.22	23.36%	$85,485	$31,434	$31,434	$148,352
City of Rosemead	3,310.89	7.60%	$27,810	$10,226	$10,226	$48,262
City of San Gabriel	2,644.88	6.07%	$22,216	$8,169	$8,169	$38,554
City of San Marino	2,409.65	5.53%	$20,240	$7,443	$7,443	$35,125
City of South El Monte	1,592.66	3.66%	$13,378	$4,919	$4,919	$23,216
City of South Pasadena	180.45	0.41%	$1,516	$557	$557	$2,630
City of Temple City	2,576.51	5.91%	$21,642	$7,958	$7,958	$37,557
Rio Hondo (Total)	**43,559.83**	**100%**	**$385,144**	**$141,621**	**$141,621**	**$668,387**

Table 3b. Distribution of Costs for Non-Stormwater Outfall Monitoring in Arroyo Seco.

Non-Stormwater Outfall Monitoring (Arroyo Seco)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	$55,397	$0	$0	$55,397
Source Investigations	$40,000	$0	$0	$40,000
Non-Stormwater Outfall Monitoring	$41,718	$41,718	$41,718	$125,155
Data Management (15%)	$20,567	$6,258	$6,258	$33,083
Program Management (5%)	$7,884	$2,399	$2,399	$12,682
Monitoring Cost Sub-Total	$165,566	$50,375	$50,375	$266,316
Contingency (10%)	$16,557	$5,037	$5,037	$26,632
Annual Escalation (0%, 2%, 2%)	$0	$1,108	$1,108	$2,216
Arroyo Seco (Total)	**$182,123**	**$56,520**	**$56,520**	**$295,164**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$9,106	$2,826	$2,826	$14,758
City of Los Angeles	3,936.66	27.73%	$47,972	$14,888	$14,888	$77,748
County of Los Angeles	2,361.13	16.63%	$28,773	$8,929	$8,929	$46,632
City of Glendale	9.39	0.07%	$114	$36	$36	$186
City of La Canada Flintridge	3,791.77	26.71%	$46,207	$14,340	$14,340	$74,886
City of Pasadena	3,586.72	25.26%	$43,708	$13,564	$13,564	$70,837
City of South Pasadena	512.25	3.61%	$6,242	$1,937	$1,937	$10,117
Arroyo Seco (Total)	**14,197.93**	**100%**	**$182,123**	**$56,520**	**$56,520**	**$295,164**

Table 3c. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment E of Los Angeles River.

Non-Stormwater Outfall Monitoring (Segment E)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	$89,880	$0	$0	$89,880
Source Investigations	$60,000	$0	$0	$60,000
Non-Stormwater Outfall Monitoring	$0	$82,052	$82,052	$164,104
Data Management (15%)	$22,482	$12,308	$12,308	$47,098
Program Management (5%)	$8,618	$4,718	$4,718	$18,054
Monitoring Cost Sub-Total	$180,980	$99,078	$99,078	$379,136
Contingency (10%)	$18,098	$9,908	$9,908	$37,914
Annual Escalation (0%, 2%, 2%)	$0	$2,180	$2,180	$4,359
Segment E (Total)	**$199,079**	**$111,165**	**$111,165**	**$421,409**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$9,954	$5,558	$5,558	$21,070
City of Los Angeles	30,933.21	78.68%	$148,800	$83,090	$83,090	$314,981
County of Los Angeles	8,382.73	21.32%	$40,324	$22,517	$22,517	$85,358
Segment E (Total)	**39,315.94**	**100%**	**$199,079**	**$111,165**	**$111,165**	**$421,409**

Table 3d. Distribution of Costs for Non-Stormwater Outfall Monitoring in Compton Creek.

Non-Stormwater Outfall Monitoring (Compton Creek)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	$77,454	$0	$0	$77,454
Source Investigations	$0	$50,000	$0	$50,000
Non-Stormwater Outfall Monitoring	$0	$0	$47,990	$47,990
Data Management (15%)	$11,618	$7,500	$7,198	$26,317
Program Management (5%)	$4,454	$2,875	$2,759	$10,088
Monitoring Cost Sub-Total	$93,525	$60,375	$57,948	$211,848
Contingency (10%)	$9,353	$6,038	$5,795	$21,185
Annual Escalation (0%, 2%, 2%)	$0	$1,328	$1,275	$2,603
Compton Creek (Total)	**$102,878**	**$67,741**	**$65,018**	**$235,636**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$5,144	$3,387	$3,251	$11,782
City of Los Angeles	10,602.17	62.91%	$61,480	$40,482	$38,855	$140,817
County of Los Angeles	6,251.93	37.09%	$36,254	$23,872	$22,912	$83,037
Compton Creek (Total)	**16,854.11**	**100%**	**$102,878**	**$67,741**	**$65,018**	**$235,636**

Table 3e. Distribution of Costs for Non-Stormwater Outfall Monitoring in Segment B of Los Angeles River.

Non-Stormwater Outfall Monitoring (Segment B)	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Inventory and 6 screening Events	$0	$0	$0	$0
Source Investigations	$0	$40,000	$0	$40,000
Non-Stormwater Outfall Monitoring	$0	$0	$33,798	$33,798
Data Management (15%)	$0	$6,000	$5,070	$11,070
Program Management (5%)	$0	$2,300	$1,943	$4,243
Monitoring Cost Sub-Total	$0	$48,300	$40,811	$89,111
Contingency (10%)	$0	$4,830	$4,081	$8,911
Annual Escalation (0%, 2%, 2%)	$0	$1,063	$898	$1,960
Segment B (Total)	**$0**	**$54,193**	**$45,790**	**$99,983**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$0	$2,710	$2,290	$4,999
City of Los Angeles	15,089.17	62.03%	$0	$31,933	$26,982	$58,915
County of Los Angeles	5,152.65	21.18%	$0	$10,904	$9,214	$20,118
City of Alhambra	1,573.00	6.47%	$0	$3,329	$2,813	$6,142
City of Monterey Park	952.18	3.91%	$0	$2,015	$1,703	$3,718
City of Pasadena	66.59	0.27%	$0	$141	$119	$260
City of South Pasadena	1,493.50	6.14%	$0	$3,161	$2,671	$5,831
Segment B (Total)	**24,327.09**	**100%**	**$0**	**$54,193**	**$45,790**	**$99,983**

Note:
1. For Non-stormwater Outfall Monitoring, Los Angeles County Flood Control District (LACFCD) is responsible for 5% of the Total Cost, which is subtracted before the cost is distributed among the other Parties.
2. Distributed Cost to each Party within a given Segment or Tributary = [(Total of Non-Stormwater Outfall Monitoring Costs – LACFD 5%) x Agency Percent Area].

Table 3f. Distribution of Costs for Legg Lake Receiving Water Monitoring.

Legg Lake Receiving Water Monitoring	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
Receiving Water Monitoring	$15,458	$15,458	$15,458	$46,373
Data Management (15%)	$2,319	$2,319	$2,319	$6,956
Program Management (5%)	$889	$889	$889	$2,666
Monitoring Cost Sub-Total	$18,665	$18,665	$18,665	$55,996
Contingency (10%)	$1,867	$1,867	$1,867	$5,600
Annual Escalation (0%, 2%, 2%)	$0	$411	$411	$821
Legg Lake (Total)	**$20,532**	**$20,942**	**$20,942**	**$62,417**

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (5%)	--	--	$1,027	$1,047	$1,047	$3,121
County of Los Angeles	2,044.68	56.21%	$10,965	$11,184	$11,184	$33,332
City of South El Monte	1,592.68	43.79%	$8,541	$8,712	$8,712	$25,964
Legg Lake (Total)	**3,637.35**	**100%**	**$20,532**	**$20,942**	**$20,942**	**$62,417**

Table 3g. Distribution of Costs for Arroyo Seco Load Reduction Strategy Document Preparation.

Agency	Land Area (acres)	% of Area	Fiscal Year 15-16	Fiscal Year 16-17	Fiscal Year 17-18	Total
LACFCD (10%)	--	--	$3,675	$0	$0	$3,675
City of Los Angeles	3,936.66	27.73%	$9,171	$0	$0	$9,171
County of Los Angeles	2,361.13	16.63%	$5,500	$0	$0	$5,500
City of Glendale	9.39	0.07%	$22	$0	$0	$22
City of La Canada Flintridge	3,791.77	26.71%	$8,833	$0	$0	$8,833
City of Pasadena	3,586.72	25.26%	$8,356	$0	$0	$8,356
City of South Pasadena	512.25	3.61%	$1,193	$0	$0	$1,193
Arroyo Seco LRS (Total)	**14,197.93**	**100%**	**$36,750**	**$0**	**$0**	**$36,750**

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP Responsible Agencies Representatives

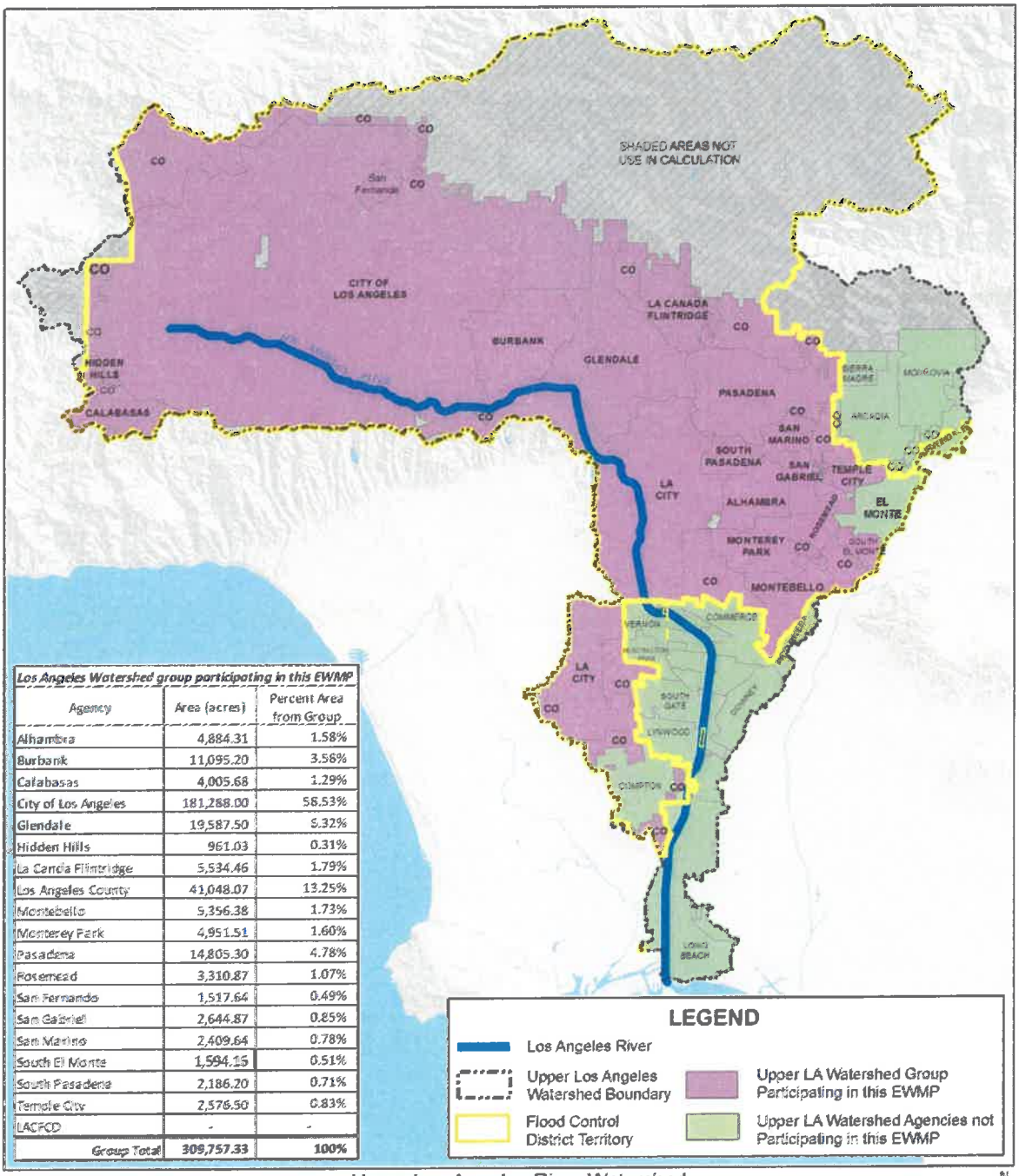
Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Shahram Kharaghani E-mail: Shahram.Kharaghani@Lacity.org Phone: (213) 485-0587 Fax: (213) 485-3939
County of Los Angeles Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Paul Alva E-mail: PALVA@dpw.lacounty.gov Phone: (626) 458-4325 Fax: (626) 457-1526
Los Angeles County Flood Control District Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331	Terri Grant E-mail: TGRANT@dpw.lacounty.gov Phone: (626) 458-4309 Fax: (626) 457-1526
City of Alhambra 11 South First Street Alhambra, XA 91801-3796	David Dolphin E-mail: DDOLPHIN@cityofalhambra.org Phone: (626) 300-1571 Fax:
City of Burbank P.O. Box 6459 Burbank, CA 91510	Alvin Cruz E-mail: ACruz@burbankca.gov Phone: (818) 238-3941 Fax:
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: Fax:
City of Glendale Engineering Section, 633 East Broadway, Room 209 Glendale, CA 91206-4308	Maurice Oillataguerre E-mail: moillataguerre@ci.glendale.ca.us Phone: Fax:
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Joe Bellomo jbellomo@willdan.com Phone: (805) 279-6856
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Edward Hitti E-mail: EHitti@lcf.ca.gov Phone: 818-790-8882 Fax:818-70-8897

EXHIBIT B

Upper Los Angeles River Enhanced Watershed Management Area CIMP
Responsible Agencies Representatives

City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Norma Salinas E-mail: Nsalinas@cityofmontebello.com Phone: 323-887-1365 Fax: 323- 887-1410
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Amy Ho E-mail: amho@montereypark.ca.gov Mikki Klee E-mail: mklee@jlha.net Phone: (562) 802-7880 Fax: (562) 802-2297
City of Pasadena P.O. Box 7115 Pasadena, CA 91109-7215	Stephen Walker E-mail: SWalker@cityofpasadena.net Phone: (626) 744-4271 Fax:
City of Rosemead, 8838 East Valley Blvd. Rosemead, CA 91770-1787	Anthony La E-mail: ala@cityofrosemead.org Phone: (626) 569-2118
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Joe Bellomo Email: jbellomo@willdan.com Phone: (805) 279-6856
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Daren Grilley E-mail: dgrilley@sgch.org Phone: Fax:
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Kevin Sales E-mail: kjserv@aol.com Phone: Fax:
City of South El Monte [insert address]	[insert name] E-mail: Phone: Fax:
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Shin Furukawa E-mail: SFurukawa@ci.south-pasadena.ca.us Phone: (626) 403-7246 Fax:
City of Temple City 9701 Las Tunas Drive Temple City, CA 9178	Michael Forbes, AICP, Community Development Director E-mail: Mikki Klee E-mail: mklee@jlha.net Phone: (562) 802-7880 Fax: (562) 802-2297

EXHIBIT C
Upper Los Angeles River Enhanced Watershed Management Area Group



Los Angeles Watershed group participating in this EWMP

Agency	Area (acres)	Percent Area from Group
Alhambra	4,884.31	1.58%
Burbank	11,095.20	3.58%
Calabasas	4,005.68	1.29%
City of Los Angeles	181,288.00	58.53%
Glendale	19,587.50	6.32%
Hidden Hills	961.03	0.31%
La Canada Flintridge	5,534.46	1.79%
Los Angeles County	41,048.07	13.25%
Montebello	5,356.38	1.73%
Monterey Park	4,951.51	1.60%
Pasadena	14,805.30	4.78%
Rosemead	3,310.87	1.07%
San Fernando	1,517.64	0.49%
San Gabriel	2,644.87	0.85%
San Marino	2,409.64	0.78%
South El Monte	1,594.15	0.51%
South Pasadena	2,186.20	0.71%
Temple City	2,576.50	0.83%
LACFCD	-	-
Group Total	309,757.33	100%

Upper Los Angeles River Watershed
EWMP Agencies

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

SHAHRAM KHARAGHANI
PROGRAM MANAGER

ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13	DATE REVISED 3-3-15

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10

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works/City Engineer

Date: June 18, 2018

Subject: Consideration to Authorize a Notice of Completion for the Annual Resurfacing Project Fiscal Year 2016-2017 Project No. 7600, Plan No. P-725

RECOMMENDATION:

It is recommended that the City Council:

a. Accept the improvements as constructed by Toro Enterprises, Inc., and consider the work complete;

b. Authorize the issuance and filing of the "Notice of Completion" (Attachment "A") with the Los Angeles County Office of the Registrar-Recorder/County Clerk; and

c. Authorize the release of the five percent retention amount ($47,584.10) after the 35-day lien period from the date the Notice of Completion is recorded.

BACKGROUND:

1. On October 25, 2017, at 11:00 am, the Deputy City Clerk received and opened five (5) bids for construction of these improvements. Staff analyzed all bids and determined the bid from Toro Enterprises, Inc., to be the lowest responsive bid.

2. On November 6, 2017, the City Council awarded Contract No. 1872 to Toro Enterprises, Inc., (Contractor) in the amount of $573,275 and authorized the City Manager to approve change orders not to exceed 20% of contract amount.

3. On January 10, 2018, a Notice to Proceed was issued to the Contractor.

4. On February 20, 2018, the City Council allocated the remaining balance of $312,258 of the project budget for pavement of additional streets.

5. On May 7, 2018, work was completed by the Contractor.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

ANALYSIS:

This project included some of the following improvements to nine streets:

- Repair sidewalks and driveway approaches, construction of curb ramps in compliance with ADA accessibility requirements, repair of curb and gutter, and asphalt concrete (AC) Pavement;
- Construction of Asphalt-Rubber Hot Mix (ARHM) overlay;
- Striping and installation of pavement markers;
- Installation of speed humps and traffic loops;
- Manhole and water valve adjustments;

BUDGET IMPACT:

The project was funded through several funding sources, including CalRecycle Grant, Proposition C, Measure R Funds, Surface Transportation Program Local Funds, and Road Maintenance and Rehabilitation Funds (SB-1). The total construction cost was $573,275 plus $378,407.00 in construction change orders for a total of $951,682. The change orders were primarily due to increased scope of services to resurface additional streets as additional funding was identified after the construction contract was awarded. The total construction cost was within the total budget appropriation of $1,028,852 for the construction of the project. Surplus funds will be applied to future resurfacing projects.

CONCLUSION:

The Annual Resurfacing Project FY 2016-2017 is now complete. All work has been completed to staff satisfaction and is in conformance with the approved plans and specifications. Project acceptance and filing the Notice of Completion allows for the project to be closed out.

ATTACHMENT:

A. Notice of Completion

ATTACHMENT "A"

EXEMPT FROM RECORDING FEES PER GOVT CODE SECTION 6103

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of San Fernando
Elena G. Chávez, City Clerk
San Fernando City Hall
117 Macneil Street
San Fernando, CA 91340

Space Above This Line Reserved For The Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

1. NOTICE IS HEREBY GIVEN THAT: work on the subject project has been completed, and it is recommended that a Notice of Completion be executed and recorded
2. NAME AND ADDRESS OF OWNER: City of San Fernando, a municipal corporation, 117 Macneil Street, San Fernando, CA 91340
3. DESCRIPTION OF THE PUBLIC WORK: Construction of the Annual Resurfacing Project Fiscal Year 2016-2017 consisted of the repavement of various streets, removal and replacement of sidewalk, driveway approaches, and curb and gutter, installation of access ramps, installation of traffic loops, installation of speed humps and striping, and utility adjustments.
4. DESCRIPTION OF PROPERTY: The property on which said work of improvement was completed is in the City of San Fernando, County of Los Angeles, State of California, and is described as: Library Street from Orange Grove Avenue to N. Maclay Avenue, N. Huntington Street from Fourth Street to Fifth Street, Fermoore Street from Fourth Street to Fifth Street, N. Workman Street from Fourth Street to Library Street, Harding Avenue from First Street to Fifth Street, Harps Street from First Street to Fourth Street, Second Street from Alexander Street to Harding Avenue, Third Street from Alexander Street to Harding Avenue, and Newton Street from Fourth Street to DeGarmo Street.
5. ACCEPTED AND COMPLETED: Work on said contract was completed and accepted on June 18, 2018
6. NATURE OF OWNER'S INTEREST: In fee
7. NAME AND ADDRESS OF CONTRACTOR: Toro Enterprises, Inc., P.O. Box 6285, Oxnard, CA 93031
8. DECLARATION: I, Yazdan T. Emrani, duly appointed Director of Public Works/City Engineer of the City of San Fernando, have read the foregoing Notice of Completion, have made my verification on behalf of said City, and know the contents thereof to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ _____

Yazdan T. Emrani, P.E., Director of Public Works/City Engineer Date
City of San Fernando, California
(City Seal)

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES SS.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by Yazdan T. Emrani, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

_____

Julie M. Fernandez, Notary Public

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11

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 18, 2018

Subject: Consideration to Approve a Memorandum of Understanding with the San Fernando Public Employees' Association/Service Employees International Union Local 721 for a Term Beginning July 1, 2017 and Expiring June 30, 2022

RECOMMENDATION:

It is recommended that the City Council:

a. Approve the proposed Memorandum of Understanding with the San Fernando Public Employees' Association/Service Employees International Union Local 721 (Attachment "A" – Contract No. 1887) for a term beginning July 1, 2017 and expiring June 30, 2022; and

b. Authorize the City Manager to make non-substantive corrections and execute all related documents.

BACKGROUND:

1. In July 2009, the City and San Fernando Public Employees' Association/Service Employees International Union Local 721 (SFPEA/SEIU Local 721) executed a three-year Memorandum of Understanding (MOU) for the term of July 1, 2009 through June 30, 2012 (Contract No. 1624).

2. In August 2012, the City and SFPEA/SEIU Local 721 executed a first Side Letter Agreement (Contract No. 1624[a]) extending the MOU for the term of July 1, 2012 through June 30, 2014.

3. In August 2012, the City and SFPEA/SEIU Local 721 executed a second Side Letter Agreement (Contract No. 1624[b]) to memorialize both parties' intent to neither abrogate nor otherwise modify any current retiree's vested health insurance benefits under the existing MOU.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

4. In July 2013, the City and SFPEA/SEIU Local 721 executed a third Side Letter Agreement (Contract No. 1624[c]) implementing eighteen (18) furlough days without pay in Fiscal Year (FY) 2013-2014.

5. In February 2015, the City and SFPEA/SEIU Local 721 executed a fourth Side Letter Agreement (Contract No. 1624[d]) extending the terms of the existing MOU through June 30, 2017 with a re-opener to discuss cost-of-living increases and benefits for new employees in FY 2015-2016 and FY 2016-2017.

6. In September 2015, the City and SFPEA/SEIU Local 721 executed a fifth Side Letter Agreement (Contract No. 1624[e]) reducing retiree health benefits for employees hired after July 1, 2015 to the minimum allowed by law, providing a two-percent (2%) increase in the City's Employer Paid Member Contribution for each unit employee and a one-percent (1%) cost of living adjustment for FY 2015-2016.

7. On June 6, 2016, the City and SFPEA/SEIU Local 721 executed a sixth and final Side Letter Agreement under the current MOU (Contract No. 1624[f]) providing a two-percent (2%) increase in the City's Employer Paid Member Contribution for each unit employee and a one-percent (1%) cost of living adjustment for FY 2016-2017.

8. In March 2017, the City and SFPEA/SEIU Local 721 met to begin negotiations for a successor MOU.

9. The current MOU, which has been effective since July 1, 2009, expired on June 30, 2017. The terms of the MOU continue in force until a successor MOU is executed.

ANALYSIS:

As previously mentioned, the current MOU has been in effect since July 1, 2009. As a result, significant updates and cleanup language was required to reflect changes in labor law over the last nine (9) years.

After more than a year of negotiations, the City and SFPEA/SEIU Local 721 have tentatively agreed to a new MOU that updates and clarifies a number of provisions, starts to address some of the City's long-term liability concerns, and provides modest compensation to employees. The tentative agreement has been ratified by SFPEA/SEIU Local 721 members, pending approval by the City Council.

The most significant terms are highlighted below:

1. Five-year term beginning July 1, 2017 through June 30, 2022.

2. Cost of Living Adjustments:
   - January 1, 2018: 1.0%
   - July 1, 2018: 1.0%
   - July 1, 2019: 2.0%
   - July 1, 2020: 2.0%
   - July 1, 2021: 2.0%

3. Medical Benefits:
   - Existing unit employees retain current City paid healthcare benefits.
   - Unit employees hired after the effective date of the MOU will be enrolled in the City's cafeteria health care plan.
   - Unit employees hired prior to the effective date of the MOU may make a voluntary irrevocable election to participate in the City's cafeteria health care plan.

4. Increase Retiree Health Savings account contributions for eligible unit employees from $50/month to $100/month.

5. Allow unit employees to make an election to cash out up to forty (40) hours of accrued vacation time. Eligible employees must maintain a minimum of eighty (80) hours vacation leave balance and make the election one-year in advance (in accordance with IRS constructive receipt regulations).

6. Replace existing Bilingual Bonus Pay with a tiered system:
   - Qualifying counter employees receive $100 per month.
   - Qualifying field employees receive $50 per month.
   - Qualifying employees that translate written material receive $25 per month.

7. Increase Weekend Stand-by Pay from $1.00 to $1.50 for non-Water Division employees to create consistency.

8. Effective July 1, 2018, City Hall hours will be Monday through Thursday, 7:30 a.m. – 5:30 p.m. and Friday, 8 a.m. – 5 p.m.

BUDGET IMPACT:

The total annual additional cost of the proposed MOU is outlined in the table below:

Fiscal Year	General Fund	Enterprise Funds	Retirement Fund
2017-2018	$7,850	$8,000	$2,600
2018-2019 Additional Cost	$18,050	$16,600	$5,200
2019-2020 Additional Cost	$31,300	$32,100	$10,400
2020-2021 Additional Cost	$31,925	$32,750	$10,600
2021-2022 Additional Cost	$32,565	$33,400	$10,800

Sufficient contingency funds are included in the FY 2017-2018 Adopted Budget to cover the first year of the MOU and funding for the second year of the MOU has been included in the FY 2018-2019 Proposed Budget.

CONCLUSION:

Staff believes the proposed MOU between the City and SFPEA/SEIU Local 721 represents a balanced agreement that provides fair compensation to unit employees in exchange for concessions that will continue to limit the City's long-term health care exposure and improve the City's long-term stability.

ATTACHMENT:

A. Contract No. 1887

THE CITY OF SAN FERNANDO

ATTACHMENT "A"
CONTRACT NO. 1887

MEMORANDUM OF UNDERSTANDING
(MOU)

San Fernando
Public Employees Association
(SFPEA)

&

City of San Fernando
(City)

SFPOA REPRESENTATION
Service Employees International
Union, Local 721

MOU TERM
July 1, 2017 – June 30, 2022

CITY CONTRACT NO.
1887

ADOPTION DATE
_____, 2018

MOU: SFPEA (2017 – 2022)
TABLE OF CONTENTS

ARTICLE 1 — INTRODUCTION 1
1.01 PREAMBLE 1
1.02 RECOGNITION 1
1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU) 1
1.04 PRE-EMPTIVE LAW AND SEVERABILITY 1
1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING 2
1.06 FULL UNDERSTANDING 2
1.07 PREVAILING RIGHTS 2
1.08 MANAGEMENT RIGHTS 2
1.09 NON-DISCRIMINATION 3

ARTICLE 2 — INSURANCE BENEFITS 3
2.01 MEDICAL DENTAL AND VISION INSURANCE FOR ACTIVE EMPLOYEES 3
2.02 MEDICAL INSURANCE FOR RETIREES 5
2.03 LIFE INSURANCE 5

ARTICLE 3 — RETIREMENT BENEFITS 5
3.01 RETIREMENT FORMULA 5
3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS 6
3.03 OTHER RETIREMENT BENEFITS 6
3.04 MILITARY BUY BACK 6

ARTICLE 4 — LEAVE BENEFITS 6
4.01 VACATION LEAVE 7
4.02 HOLIDAY LEAVE 7
4.03 SICK LEAVE 8
4.04 BEREAVEMENT 9
4.05 CATASTROPHIC LEAVE DONATION PROGRAM 10
4.06 FMLA — CFRA LEAVE 13
4.07 TIME OFF FOR PROMOTIONAL TESTS OR INTERVIEWS 25

ARTICLE 5 — EMPLOYEE ASSISTANCE PROGRAM 25
5.01 EMPLOYEE ASSISTANCE PROGRAM 25

ARTICLE 6 —COMPENSATION 25
6.01 SALARY 25
6.02 DEFINITIONS 26
6.03 CALCULATION OF BENEFITS 26
6.04 LONGEVITY 26

MOU: SFPEA (2017 – 2022)
TABLE OF CONTENTS

6.05 BILINGUAL BONUS 26
6.06 COURT APPEARANCE PAY 27
6.07 DO NO HARM 27

ARTICLE 7 - UNION SECURITY 27
7.01 PAYROLL DEDUCTIONS 27
7.02 AGENCY SHOP 28
7.03 MAINTENANCE OF DUES PAYROLL DEDUCTIONS 29
7.04 RELIGIOUS OBJECTIONS (AGENCY SHOP AND MAINTENANCE OF DUES CHECK-OFF) 29
7.05 VOLUNTARY POLITICAL CONTRIBUTIONS 30

ARTICLE 8 — WORK SCHEDULE 30
8.01 REGULAR WORK SCHEDULE 30
8.02 MODIFIED-WORK SCHEDULE 30

ARTICLE 9 — WORKERS' COMPENSATION 30
9.01 WORKERS' COMPENSATION 30
9.02 MODIFIED DUTY WORK 31

ARTICLE 10 — UNIFORM ALLOWANCE/EQUIPMENT 31
10.01 UNIFORM ALLOWANCE/EQUIPMENT 31
10.02 RAIN GEAR 32

ARTICLE 11 — OVERTIME & OTHER COMPENSATION 32
11.01 OVERTIME ISSUES AND LANGUAGE 32
11.02 COMPENSATORY TIME OFF (CTO) 33
11.03 SHIFT DIFFERENTIAL PAY 33
11.04 STAND-BY PAY 33
11.05 SPECIAL PROJECTS BONUS PAY 33
11.06 WEEKEND BONUS PAY 34
11.07 INSPECTOR DUTY PAY 34
11.08 CALL BACK 35
11.09 WORKING OUT OF CLASS 35
11.10 ACTING OUT OF CLASS 35

ARTICLE 12 — REIMBURSEMENTS 36
12.01 TUITION REIMBURSEMENT 36
12.02 MILEAGE REIMBURSEMENT 36

MOU: SFPEA (2017 – 2022)
TABLE OF CONTENTS

ARTICLE 13 — NEPOTISM 36
13.01 NEPOTISM 36

ARTICLE 14 — DISCIPLINARY APPEAL PROCEDURES 37
14.01 RIGHT TO APPEAL 37
14.02 HEARING OFFICER 37
14.03 SCHEDULING OF DISCIPLINARY HEARING: 38
14.04 IDENTIFICATION OF ISSUES, WITNESSES, AND EVIDENCE 38
14.05 SUBPOENAS 38
14.06 REPRESENTATION AT DISCIPLINARY HEARING 38
14.07 BURDEN OF PROOF 39
14.08 CONDUCT OF DISCIPLINARY APPEAL HEARING 39
14.09 HEARING OFFICER'S BINDING DECISION 40
14.10 JUDICIAL REVIEW 40

ARTICLE 15 — GRIEVANCE PROCEDURES 40
15.01 STATEMENT OF INTENT 40
15.02 PURPOSE AND SCOPE OF GRIEVANCE PROCEDURE: 40
15.03 GENERAL PROVISIONS: 40
15.04 FORMAL GRIEVANCE PROCEDURE: 41
15.05 MEDIATION 43
15.06 ARBITRATION 43
15.07 GRIEVANCES AFFECTING A GROUP OF EMPLOYEES 44

ARTICLE 16 — MISCELLANEOUS 45
16.01 SENIORITY/LAY-OFFS/TRANSFERS IN LIEU OF LAYOFF 45
16.02 PRIVATIZATION /CONTRACTING OUT 46
16.03 SAFE AND RESPECTFUL WORKPLACE FOR ALL CITY WORKERS 46
16.04 BULLETIN BOARDS 46
16.05 SHIFT SELECTION/TIME OFF SELECTION 46
16.06 USE OF CITY FACILITIES 47
16.07 SEIU LOCAL 721 ACCESS 47
16.08 UNIT INFORMATION 47
16.09 MEMBERSHIP MEETINGS 47
16.10 PERSONNEL FILES 47
16.11 UNION STEWARDS 48

ARTICLE 17 — JOB DESCRIPTIONS & CLASSIFICATIONS 50
17.01 JOB DESCRIPTIONS & CLASSIFICATIONS 50
17.02 JOB DESCRIPTIONS 50

MOU: SFPEA (2017 – 2022)
TABLE OF CONTENTS

17.03 JOINT LABOR/MANAGEMENT COMMITTEE 50
17.04 JOINT LABOR MANAGEMENT SUB-COMMITTEE ON CITY PERSONNEL RULES 50

ARTICLE 1 — INTRODUCTION

1.01 PREAMBLE

This Memorandum of Understanding by and between the Service Employees International Union (SEIU) Local 721, San Fernando Public Employees Association~~,~~ ("SFPEA/SEIU Local 721**"** or **"**Union") and the City of San Fernando ("City") has, as its purpose, the promotion of fair and harmonious relations, cooperation, and understanding between the City and SFPEA/SEIU Local 721 (collectively referred to as "the Parties") and the employees it represents;~~,~~ the establishment of a fair, orderly, equitable, and peaceful procedure for the resolution of misunderstandings or differences which may arise under this MOU; and the establishment of wages, hours and terms and conditions of employment that **significantly** affect the employees covered by this MOU.

1.02 RECOGNITION

Pursuant to the City's Employer-Employee Relations Resolution and the Meyers-Milias-Brown Act ("MMBA") (Government Code Section 3500 et. seq.) the City recognizes SFPEA/SEIU Local 721, as the exclusive representative of the full time employees in the Miscellaneous Employee Bargaining Unit (SFPEA).

SEIU restructured its locals in the state of California and effective March 1, 2007, Local 347 became SEIU Local 721. The City now recognizes SEIU Local 721, CTW, CLC.

1.03 IMPLEMENTATION OF THE MEMORANDUM OF UNDERSTANDING (MOU)

This MOU constitutes an agreement and joint recommendation for ratification by the general membership of SFPEA/SEIU Local 721, and approval and adoption in its entirety by the City Council of the City of San Fernando.

Whenever any ordinance, rule, regulation, resolution or other action is required for the implementation of this MOU, the effective date of that ordinance, rule, regulation, etc. will be the same as the effective date provided for in this MOU, unless otherwise specified to become effective at a different date.

Except as specifically provided herein, the Parties do not waive their rights to meet and confer in good faith during the term of this MOU with respect to any other matters within the scope of representation.

1.04 PRE-EMPTIVE LAW AND SEVERABILITY

The Parties agree that this MOU is subject to all current and future applicable federal, state, and local laws. If any provision of this MOU conflict**s** with or **is** inconsistent with such laws, or is held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if

compliance with or enforcement of any provision of this MOU shall be restrained by such tribunal or office, then that conflicting or invalid provision shall be of no force or effect, and the parties shall, upon request, meet and confer over any proposed replacement provision and the remainder of the MOU shall not be affected.

1.05 DURATION OF THE MEMORANDUM OF UNDERSTANDING

This MOU shall be effective 7/1/17 and shall terminate at 12:00 midnight on 6/30/22.

Either party to the MOU wishing to negotiate a successor MOU shall deliver to the other party by April of the final year of the MOU, a formal request to reopen negotiations.

All of the current terms and conditions, including any side letter agreements, in the MOU shall remain in effect until either a successor agreement is reached between the parties, the City implements its last, best and final offer following completion of any applicable impasse resolution procedures, or unless a specific expiration date is otherwise provided for in this MOU.

1.06 FULL UNDERSTANDING

SFPEA/SEIU Local 721 and the City agree that during the negotiations which resulted in this MOU, each party had the unlimited right and opportunity to make proposals with respect to any subject or matter within the scope of bargaining and that this MOU represents the full and complete understanding and agreement of the Parties on terms and conditions of employment specifically addressed herein.

1.07 PREVAILING RIGHTS

To the extent that they are not expressly or by necessary interpretation and application covered by the purpose, intent, and language of this MOU agreement, all rights, privileges, obligations, and working conditions of employment within the scope of representation presently enjoyed by the employees within the unit shall remain in effect and be operative during the term of this agreement, unless eliminated, enlarged or otherwise modified after a meet and confer process, to the extent that such procedures are required by Federal laws and the laws of the State of California.

1.08 MANAGEMENT RIGHTS

The City's rights include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions, and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the method, means, and personnel by which government operations are to be conducted;

determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and technology of performing its work, unless and only to the extent that the provisions of this MOU specifically curtail or limit such rights, powers, and authority.

1.09 NON-DISCRIMINATION

The parties mutually reaffirm California state laws of nondiscrimination in the treatment of any unit member because of race, religious creed, color, sex, age, disability, sexual orientation, national origin or ancestry, medical conditions (for example, cancer and genetic characteristics), marital status, and as defined under the California Fair Employment and Housing Act (FEHA) and all other state and federal anti-discrimination laws.

ARTICLE 2 — INSURANCE BENEFITS

2.01 MEDICAL DENTAL AND VISION INSURANCE FOR ACTIVE EMPLOYEES

The City contracts with the California Public Employees' Retirement System (CalPERS) for medical insurance coverage. Eligible new hires are covered under the program on the first day of the month following enrollment.

For employees hired prior to the Council's adoption of this MOU, the City's contribution for medical insurance benefits on behalf of each unit employee and eligible dependent(s) shall be as follows:

A. HMO Plans: Capped at the cost of the highest HMO plan for Los Angeles Area Region only, available at each plan level (i.e., employee, employee+1, employee+2 or more).

B. PPO plans: For employees hired prior to July 1, 2009 who were enrolled in a PPO plan prior to July 1, 2009 and continue to be enrolled in a PPO plan, the City has established an optional benefit plan. The City's contribution toward that optional benefit plan shall be the amount of money necessary to pay the difference between the highest cost HMO plan in the L.A. Area and the employee's designated PPO plan. Optional benefit plan money is designed to be used only toward the purchase of PPO insurance.

The City shall continue to pay the cost of the full premium for dental and vision plans for both employee and their dependents for the term of this MOU.

C. Cafeteria Plan: Effective upon Council adoption, the City shall implement a full flex cafeteria plan in accordance with IRS Code section 125 for all unit employees hired after Council adoption of this MOU. Unit employees shall receive a monthly flex dollar allowance to apply toward medical, dental and vision benefits offered through the City's insurance plans.

1. Employees hired prior to Council's adoption of this MOU may make an irrevocable decision to enroll in the Cafeteria Plan during the annual open enrollment period.

2. For employees enrolled in the Cafeteria Plan, the monthly flex dollar allowance, inclusive of the statutory PEMHCA minimum, shall be equal to the highest Flex Dollar allowance in effect for non-safety bargaining units at each plan level (i.e., employee, employee+1, employee+2 or more). For 2018, the monthly dollar allowance is as follows:

    a. Employee: $845
    b. Employee +1: $1,463
    c. Family: $1,969

3. Beginning January 1, 2019, and each January 1 thereafter, the monthly dollar allowance, inclusive of the statutory PEMHCA minimum, will be adjusted based on the average change from the prior year monthly premium for CalPERS contracting agencies in the Los Angeles Area Region for all plans. The adjustment will not be less than 0.0% and will not exceed 4.0%.

4. The monthly flex dollar allowance may be used in accordance with the terms of the cafeteria plan to purchase benefits offered under the cafeteria plan, and other supplementary products, after enrolling in a mandatory medical insurance plan. Unit employees have the option to waive the other benefits.

5. In the event that premiums and/or costs for the selected benefits exceed the monthly flex dollar allowance, the balance will be paid by the employee through automatic pre-tax payroll deduction, as permitted under IRS Code section 125.

6. In the event the premiums and/or costs for the selected benefit are less than the monthly flex dollar allowance, the City shall deposit any surplus funds into the employee's ICMA 457 deferred compensation account.

D. Opt-Out: As an alternative to City provided health/medical coverage, employees shall be entitled to "opt out" of City provided health/medical benefits. In the event that an employee elects to "opt out" of the City's health/medical benefit coverage, the City will pay on behalf of the employee an amount equal to the most expensive family level dental and vision premiums (currently $210/month) which the employee can use toward participation in a dental and/or vision plan or deposited into the employee's ICMA 457 deferred compensation account. Any remaining "opt-out" funds not used for participation in a dental and/or vision plan will be deposited into the employee's ICMA 457 deferred compensation account. The employee must annually provide the City with evidence of other health/medical insurance coverage that meets the minimum essential

coverage requirements, as established by the Affordable Care Act, through another source (other than coverage in the individual market, whether or not obtained through Covered California) in order to "opt out" of health/medical coverage. This "opt out" rate shall not change for employees covered under this MOU during the term of this MOU.

2.02 MEDICAL INSURANCE FOR RETIREES

The City provides retiree medical benefits as follows:

A. Retiree Medical Tier I: Employees retired on or before June 30, 2015:

1. If retired on or before December 31, 2012, 100% paid medical insurance benefits for employees and eligible dependents.

2. If retired on or after January 1, 2013, 100% paid medical insurance for employee and eligible dependents, excluding PERS Care plan, if the most expensive.

B. Retiree Medical Tier II: Employees hired on or before June 30, 2015 and retire on or after July 1, 2015: If the employee meets the vesting schedule set forth in California Government Code Section 22893, 100% paid medical insurance benefits for whatever plan the employee selects for himself/herself and eligible dependents, except PERS Care plan, if the most expensive.

C. Retiree Medical Tier III: Employees hired on or after July 1, 2015 and subsequently retire from the City:

1. If the employee meets the vesting schedule set forth in California Government Code Section 22893, PEMHCA minimum.

2. The City shall contribute one hundred dollars ($100) per month into a Retiree Health Savings (RHS) Plan, as designated by the City.

2.03 LIFE INSURANCE

Effective July 1, 2009, the City shall provide each unit member with a $50,000 Basic Life and Accidental Death & Dismemberment insurance policy at no cost to the employee.

ARTICLE 3 — RETIREMENT BENEFITS

3.01 RETIREMENT FORMULA

The City shall provide retirement benefits to eligible unit employees under the California Public Employees Retirement System (CalPERS) as set forth below. The definition of "new" member and "classic" member are set forth in the Public Employee Pension Reform Act of 2013 (PEPRA).

A. First Tier: "Classic" members hired on or before, November 12, 2005 receive the 3% @ 60, of the highest twelve consecutive months compensation retirement calculation, as per Government Code Section 21354.3.

B. Second Tier: "Classic" members hired after November 12, 2005, receive the 2% @ 55, of the highest twelve consecutive months compensation retirement calculation, as allowed by Government Code section 20475.

C. Third Tier: "New" members hired on or after January 1, 2013 receive the 2% @ 62, final consecutive 36-month average compensation retirement calculation.

3.02 EMPLOYER PAID MEMBER CONTRIBUTIONS

Effective on the first day of the pay period including July 1, 2016, the City shall pay 8% of the member contribution for First Tier "classic" members, and 7% of the member contribution for Second Tier "classic" members. The City shall report this Employer Paid Member Contribution ("EPMC") to CalPERS as special compensation

In accordance with PEPRA, "new" members shall pay the full employee contribution of 50% of the total normal cost.

Contributions are pursuant to Government Code Section 20691, and are paid on a Pre-Taxed basis. Mandatory employee participation is required by CalPERS.

3.03 OTHER RETIREMENT BENEFITS

The City shall also provide the following retirement benefits for employees covered by this MOU:

A. 4th Level of 1959 Survivor Benefits (Government Code §21574).

B. 5% Annual Cost-of-Living November 12, 2005; and a 3% Cost-of-Living-Allowance for employees who entered CalPERS membership after November 12, 2005, (Government Code §21335).

C. Credit for Unused Sick Leave for as per stipulated CalPERS guidelines (Government Code §20965).

3.04 MILITARY BUY BACK

The City contracts with CalPERS to implement Government Code Section 21024, Military Service Credit as Public Service, at no cost to the City for eligible employees.

ARTICLE 4 — LEAVE BENEFITS

4.01 VACATION LEAVE

Vacation leave is intended to provide time for an employee to be away from the work environment and to enable such employee to return to work mentally and physically refreshed.

Unit members may, at the employee's discretion, carryover up to and including two years' worth of his/her current annual vacation allowance for use in the following year.

An employee who is denied vacation leave due to the Departments staffing issues, and who exceeds his/her maximum vacation accrual cap due to such denial, shall continue to accrue vacation time over and above the cap until such time as the department is able to allow sufficient vacation leave to bring the employee under the cap. This provision shall not apply if an employee first requests vacation leave within 24 hours or less of reaching his/her accrual cap.

The City shall provide for vacation leave accrual on a payroll to payroll basis as follows:

A.	Years of Service and Annual Accrual	Accrual Cap
1.	10 days (80 hours) for 1 to 4 years of service	160 hours
2.	15 days (120 hours) for 5 to 10 years of service	240 hours
3.	16 days (128 hours) for 11 years of service	256 hours
4.	17 days (136 hours) for 12 years of service	272 hours
5.	18 days (144 hours) for 13 years of service	288 hours
6.	19 days (152 hours) for 14 years of service	304 hours
7.	20 days (160 hours) for 15 years of service	320 hours

B. Vacation Cash Out: On or before the pay period which includes December 15 of each calendar year, an employee may make an irrevocable election to cash out up to 40 hours of accrued vacation (in whole hour increments) which will be earned in the following calendar year at the employee's base rate of pay. On the pay day for the pay period which includes Thanksgiving in the following year, the employee will receive cash for the amount of vacation the employee irrevocably elected to cash out in the prior year, provided the employee still has a minimum of eighty (80) hours of accrued vacation remaining after the cash out. If, however, the employee's vacation leave balance would result in less than eighty (80) hours remaining after the cash out), the employee will receive cash for the amount of leave above eighty (80) hours that the employee has accrued at the time of the cash out.

4.02 HOLIDAY LEAVE

Employees who are required to work on a holiday shall receive holiday compensation at the rate of time and one-half (1 1/2) times their base salary rate of pay in addition to their regular rate of pay for all hours worked.

Each unit employee shall be entitled to the following holidays with pay:

New Year's Day	
Martin Luther King, Jr. Day	
Presidents' Day	
Cesar Chavez Birthday	(When Cesar Chavez birthday falls on any day except Monday, the holiday will be observed on the Friday following the actual holiday).
Memorial Day	
Independence Day	
Labor Day	
Float day —	(Each July 1, employees will accrue a Float Holiday, if not used within 12 months of receipt of the holiday, the Float Holiday is lost.)
Veterans Day	
Thanksgiving Day	
Day after Thanksgiving	
Christmas Day	

4.03 SICK LEAVE

Sick leave shall be accrued, allowed, and credited as follows:

A. Full time employees accrue sick leave at the rate of eight (8) hours per month. Employees are eligible to use sick leave once it has been accrued.

B. Any employee eligible for sick leave may use such leave for the following reasons:

1. Medical and dental office appointments during work hours when authorized by the immediate supervisor; and/or

2. Personal illness or physical incapacity resulting from causes beyond the employee's control, including but not limited to, pregnancy, childbirth, and other medically-related conditions; and/or

3. For an employee who is a victim of domestic violence, sexual assault, or stalking, for the purposes described in Labor Code sections 230(c) and 230.1(a).

4. Sick leave shall be considered as "actual time worked" for purposes of

calculating overtime premium pay.

C. The City may request a doctor's note after three (3) consecutive days of illness.

D. Employees shall be allowed to accumulate sick leave to a maximum of 800 hours. All time accrued in excess of 800 hours shall be paid at the end of the calendar year, at the rate of 35% of the employee's regular rate of pay.

E. The City shall allow any employee upon retiring by reason of reaching retirement age under CalPERS to be paid at the employee's then prevailing rate of pay, one half (1/2) of accumulated and unused sick leave time (total of employee's "sick leave bank" plus the accumulated sick leave for the current year) not to exceed a maximum of the employee's one (1) month pay.

F. In accordance with the California Family Sick Leave and Paid Sick Leave Acts, an employee is allowed up to 48 hours of family leave per calendar year for family-related illness or injury, which shall be charged against the employee's accumulated sick leave. "Family" as used in this subsection is limited to any relation by blood, marriage, or adoption who is a member of the employee's household (under the same roof); and any parent, substitute parent, parent-in-law, spouse, registered domestic partner, child, sibling, grandchild, or grandparent of the employee, regardless of residence.

1. As used in this subsection, the term "child" includes any biological or adopted child, foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis (regardless of age or dependency status).

2. As used in this subsection, the term "parent" includes any biological or adoptive parent, foster parent, stepparent, legal guardian of an employee, or a person who stood in loco parentis when the employee was a minor child.

4.04 BEREAVEMENT

The City shall authorize unit members to utilize up to three (3) days paid bereavement leave per incident following the death of a member of their immediate family. Any additional bereavement days off shall be subject to the Department Head's approval on a case-by-case basis. The unit member may utilize accrued sick time during bereavement leave for additional time off if needed.

For the purposes of implementing this benefit, the term "Immediate Family" shall mean grandparent, parent, child, sibling (including step or half) spouse or registered domestic partner as permitted by California law, or any person living in the employee's household. Proof of residence may be required. "Parent" shall mean biological, foster or adoptive parent, stepparent, legal guardian or person who has parental rights to employee. "Child" shall mean a biological, adopted or foster child, stepchild, legal ward or a child of an employee who has

parental rights.

The City shall authorize unit members to utilize one (1) paid day following the death of an extended family member. For the purpose of implementing this benefit, the term "Extended Family" shall mean: Aunts, Uncles, and Cousins, god-parents or god-parent equivalent.

Verification may be requested.

4.05 CATASTROPHIC LEAVE DONATION PROGRAM

The City shall continue the implementation of the Catastrophic Leave Donation Program as set forth in the City's existing policy (See City Policy Section included here)

A. Purpose and Scope: This policy establishes guidelines and procedures to be adhered to by all regular full-time City employees when requesting or donating accrued vacation, annual leave, management leave, compensation time, or sick time for use under the Catastrophic Leave Donation Program.

The purpose of the Catastrophic Leave Donation Program is to assist City employees who are otherwise granted leave of absence without pay as a result of catastrophic medical condition or injury to the employee or immediate family member to maintain income and health insurance integrated with accumulated benefits in an amount up to, but not exceeding, the employee's regular monthly salary

B. Definitions: For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe nonindustrial injury of long duration which requires the employee to need personal time off beyond the amount of leave time he/she has accrued. Maternity leave or elective surgery, unless there are significant unplanned complications preventing the employee's return to work, is not considered catastrophic.

1. "Personal tragedy" shall mean employees own life-threatening illness or severe non-industrial injury of an extended period of time.

2. "Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child, sibling (including step or half), or parent.

3. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parent**al** rights) who is either under the age of 18 or an adult dependent child.
4. "Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parent**al** rights) to employee.

C. Eligibility: In order to be declared eligible for the catastrophic leave, an employee must meet all of the following conditions:

1. The employee or employee's immediate family member must have sustained a life-threatening illness or severe non-industrial injury.

2. Such illness or injury prevents the employee from returning to work for at least 30 days.

3. The employee has less than 40 total hours left to exhaust all of his/her accrued sick leave, vacation, annual leave, management leave, compensatory time and holidays.

4. The employee has met the City's regular full-time employment status and has passed probation.

5. The employee or his/her designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.

6. In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.

D. Policy: It is the policy of the City to assist regular full-time employees that are otherwise granted leave of absence without pay due to catastrophic medical condition or non-industrial injury through the implementation of the Catastrophic Leave Donation Program.

Regular full-time employees who are about to exhaust accrued leaves (with less than 40 hours total balance) due to personal and/or family tragedy may be eligible for additional leave time from donations by fellow employees.

Any regular full-time City employee may voluntarily donate to, or make requests for donation of leave. All donations are voluntary and subject to taxation in accordance with applicable state and federal regulations. Donations shall not exceed forty (40) hours per donor. Employees donating accrued leave time must retain a minimum of 160 total leave hours after their donation has been made and must complete a Catastrophic Leave Donation Form to request a transfer of specified accrued leave time.

The donation is on an as-needed basis, and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations

to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, accrued leave, catastrophic leave, and so on, exceed the employee's rate of pay prior to their catastrophe. All disability payments shall be reported to Personnel and use of donated time shall be coordinated with other applicable leave benefits. This Program shall be coordinated with the Family Medical Leave Act (FMLA), and is not a replacement of FMLA or CFRA.

The donated leave must come from accrued leave to which the donor has a vested right for payment upon termination e.g., vacation, sick, annual or management leave, compensatory time or holiday. Leave request and donations shall be processed on a first-come, first-served basis, incrementally as the need arises. The Personnel Manager shall advise all regular full-time employees of any need to donate more hours from time to time.

Once the leave has been donated, the donor relinquishes all claims to the donated leave. The donated leave time shall be converted from the dollar value of the donor's leave time to the hourly leave rate of the recipient employee and added to his/her leave bank. Unused leave balance shall be retained by the recipient, and shall not be returned to the donor.

E. Procedures:

1. The eligible employee must request the leave donation by completing and submitting to the Personnel Office, a Catastrophic Leave Request Form (Available via the City website or the Personnel Office).

2. In the event that the employee is incapacitated to the extent that he/she cannot complete the Catastrophic Leave Request Form, his/her immediate Supervisor can complete one on his/her behalf with the consent of the employee or designated adult beneficiary of the employee (if the employee is unconscious).

3. Upon receipt of the request, the Personnel Manager shall solicit donations from regular full-time employees via a memorandum.

4. Interested donors shall complete the Catastrophic Leave Donation Form and submit to the Personnel Office as soon as possible (Forms available via the City website or the Personnel Office).

5. The Personnel Office shall verify and certify that the donor has sufficient accrued leave time to make this donation, and then submit for the City Manager's approval.

6. The Personnel Office shall then process the approved request for transfer to the recipient employee's leave bank. If the donation is not approved, Personnel shall advise the donor accordingly. (The names of the individuals making donations and the number of hours donated shall be kept confidential).

F. Denial/Abuse of Leave: Denial of a request for Catastrophic Leave shall not be subject to the grievance or other appeal procedures. The employee shall be provided a written explanation of the denial. The availability of Catastrophic Leave shall not delay or prevent the City from taking action to medically separate or retire an employee for disability reasons where necessary.

Inappropriate use of Catastrophic Leave may subject an employee to disciplinary action, up to and including termination, as per stipulated guidelines in the City Personnel Rules.

G. Authority: By order of the City Manager or their designee.

Employees shall be eligible for catastrophic leave donation based on the conditions specified in the policy. The City shall also agree to amend this policy to provide for an extension of the leave amount at the discretion of the City Manager or their designee on a case-by-case basis.

4.06 FMLA — CFRA LEAVE

A. Authority: The City provides unpaid family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), and the regulations of the California Family Rights Act ("CFRA"). Unless otherwise provided, "leave" under this provision shall mean leave pursuant to both the FMLA and CFRA.

B. Definitions

1. "12-Month Period" means a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken.

2. "Single 12-month period" means a 12-month period which begins on the first day the eligible employee takes FMLA leave to take care of a covered servicemember and ends 12 months after that date.

3. "Child" means a child under the age of 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and includes, a biological, adopted, foster or step-child, a

legal ward, or a child of a person standing "in loco parentis" (who has parental rights).

A child is "incapable of self-care" if he/she requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living, such as caring for grooming and hygiene, bathing, dressing and eating, cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, etc.

4. "Parent" means the biological, adoptive, step or foster parent of an employee, legal guardian, or an individual who stands or stood in loco parentis (in place of a parent) to an employee when the employee was a child. This term does not include parents-in-law.

5. "Spouse" means a husband or wife as defined or recognized under California State law for purposes of marriage. "Spouse" also includes registered domestic partners and same-sex partners in marriage.

6. "Domestic Partner," as defined by Family Code §§ 297 and 299.2, shall have the same meaning as "Spouse" for purposes of CFRA Leave.

7. "Serious health condition" means an illness, injury impairment, or physical or mental condition that involves:

    a. Inpatient Care in a hospital, hospice, or residential medical care facility, including any period of incapacity (i.e., inability to work, or perform other regular daily activities due to the serious health condition, treatment involved, or recovery therefrom). A person is considered an "inpatient" when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight, even if it later develops that such person can be discharged or transferred to another facility, and does not actually remain overnight; or

    b. Continuing treatment by a health care provider: A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:

        i. A period of incapacity (i.e., inability to work, or perform other regular daily activities) due to serious health condition of more than three full consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:

1) Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist by a health care provider, by a nurse, or by a provider of health care services (e.g., a physical therapist) under orders of, or on referral by a health care provider. The first in-person treatment visit must take place within seven days of the first day of incapacity (FMLA only); or

2) Treatment by a health care provider on at least one occasion (FMLA only – treatment must take place within seven days of the first day of incapacity) and results in a regimen of continuing treatment under the supervision of the health care provider. This includes for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate the health condition. If the medication is over the counter, and can be initiated without a visit to a health care provider, it does not constitute a regimen of continuing treatment.

ii. Any period of incapacity due to pregnancy or for prenatal care. This entitles the employee to FMLA leave, but not CFRA leave. (Under California law, an employee disabled by pregnancy is entitled to pregnancy disability leave.)

iii. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which:

1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider;

2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and

3) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.). Absences for such incapacity qualify for leave even if the absence lasts only one day.

iv. A period of incapacity which is permanent or long term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing

supervision of, but need not be receiving active treatment by, a health care provider.

v. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.

8. "Health Care Provider" means:

a. A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of California;

b. Individuals duly licensed as a physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, including another country, who directly treat or supervise treatment of a serious health condition;

c. Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in California and performing within the scope of their practice as defined under California State law;

d. Nurse practitioners and nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under California State law and who are performing within the scope of their practice as defined under California State law;

e. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; and

f. Any health care provider from whom an employer or group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits.

9. "Covered active duty" under the FMLA means: (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country, or (b) in the case of a member of a reserve component of the Armed Forces, duty during the

deployment of member of the Armed Forces to a foreign country under a call or order to active duty under certain specified provisions.

10. "Covered Servicemember" under the FMLA means (a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness and (i) is undergoing medical treatment, recuperation, or therapy, (ii) is otherwise in outpatient status, or (iii) is otherwise on the temporary disability retired list; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

11. "Outpatient Status" means, with respect to a covered servicemember under the FMLA, the status of a member of the Armed Forces assigned to either (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

12. "Next of Kin of a Covered Servicemember" under the FMLA means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

13. "Serious Injury or Illness" means: (a) in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; or (b) in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

14. "Qualifying Exigency" means: (a) short-notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) financial and legal arrangements; (e) counseling; (f) rest and recuperation; (g) post-deployment activities; (h) parental care; and (i) additional activities that arise out of the military member's active duty or call to active duty status, provided that the City and the employee agree that the leave qualifies as an exigency and agree as to the timing and duration of the leave.

C. Reasons for Leave

1. Leave is only permitted for the following reasons:

   a. The birth of a child or to care for or to bond with an employee's newborn child;

   b. The placement of a child with an employee in connection with the adoption or foster care of a child, or for bonding with the child.

   c. To care for a child, parent, sibling (including step or half), spouse, or domestic partner who has a serious health condition;

   d. Because of a serious health condition that makes the employee unable to perform the functions of his/her position (i.e., an employee is unable to perform any one or more of the essential functions of his/her position);

2. Leave for a "qualifying exigency" may be taken arising out of the fact that an employee's spouse, son, daughter, or parent is on covered active duty or under a call or order to active duty status (under the FMLA only, not the CFRA); or

3. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (this leave can run up to 26 weeks of unpaid leave during a single 12-month period) (under the FMLA only, not the CFRA).

4. Employees who misuse or abuse FMLA leave may be disciplined up to and including termination. An employee who fraudulently obtains or uses CFRA leave is not protected by the CFRA's job restoration or maintenance of health benefits provisions.

D. Eligibility and Duration: Employees Eligible for Leave: An employee is eligible for leave if the employee (1) has been employed for at least 12 months; and (2) has been employed

for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

Amount of Leave: Eligible employees are entitled to a total of 12 workweeks (or 26 weeks to care for a covered servicemember under the FMLA) of leave during any 12-month period. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

Minimum Duration of Leave: If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks' duration on any two occasions.

If leave is requested to care for a child, parent, spouse or the employee him/herself with a serious health condition, there is no minimum amount of leave that must be taken. However, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The City will deduct from an employee's pay the amount of time off from work. The City reserves the right to temporarily transfer an employee to an alternative position with equivalent pay and benefits, in the event the position better accommodates the employee's intermittent leave and the employee is qualified the perform the job functions.

Parents Both Employed by the City: In any case in which both parents are employed by the City and are entitled to leave, the aggregate number of workweeks of CFRA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the employees' child (i.e., bonding leave).

Similarly, where parent employees both work for the City, they may be limited to a total of 12 weeks of FMLA leave for bonding leave. In any case in which parent employees both employed by the City are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 26 workweeks during any 12-month period if leave is taken to care for a covered servicemember under FMLA.

In addition, the City may refuse to grant one employee's request for leave if it would result in both parent employees being on leave at the same time.

Except as noted above, this limitation does not apply to any other type of leave under this policy.

E. Benefits: Employee Benefits While on Leave: Leave under this provision shall be unpaid. While on leave, employees will continue to be covered by the City's group health, dental, and vision insurance to the same extent that coverage is provided while the employee is on the job for up to 12 weeks each leave year. If the employee is disabled by pregnancy, coverage will continue to be covered for up to 4 months each leave year.

In the event an employee is disabled by pregnancy and also uses leave under the CFRA, the City will maintain the employee's health, dental, and vision benefits while the employee is disabled by pregnancy (up to four months or 17 weeks) and during the employee's CFRA leave (up to 12 weeks).

Depending on the particular plan, the City will inform the employee whether the premiums should be paid to the carrier or to the City. The employee's coverage on a particular plan may be dropped if they are more than 30 days late in making a premium payment. The City will provide the employee with at least 15 days' notice before ceasing coverage. That notice will advise the employee that they will be dropped from coverage if the premium payment is not paid by a certain date. Employee contribution rates are subject to any change in rates that occurs while the employee is on leave.

If an employee fails to return to work after his/her leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave, or because of circumstances beyond the employee's control. The City shall have the right to recover premiums through deduction from any sums that would otherwise be paid by the City (e.g. unpaid wages, vacation pay, etc.).

F. Substitution of Paid Accrued Leaves: While on leave, as set forth herein, the City may require an employee to use paid accrued leaves, such as vacation days and personal days, to which the employee is entitled at the time of the leave request, during the leave. Similarly, the City may require an employee to use family and medical care leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA-qualifying. If an employee is receiving a paid benefit (e.g., State Disability Insurance or workers' compensation), the employee is not considered to be on an unpaid leave, and an employee may, at his/her option, coordinate the use of paid time off, sick leave, or accrued vacation up to his/her regular salary amount.

G. Employee's Right to Use Paid Accrued Leaves Concurrently with Family Leave: Where an employee has earned or accrued paid vacation, CTO, that paid leave may be substituted for all or part of any (otherwise) unpaid leave under this provision.

As for sick leave, an employee may elect or the City may require an employee to use accrued sick leave only if (1) the leave is for the employee's own serious health

condition; or (2) the leave is for another reason mutually agreed upon between the City and the employee.

If the City and employee do not "mutually agree" to allow use of accrued sick leave to care for a family member, the City may still be required to allow the employee to use some sick leave for the employee to care for a family member with a serious health condition pursuant to the Protected Sick Leave law under Labor Code section 233 and the California Paid Sick Leave Law.

An employee receiving Paid Family Leave to care for the serious health condition of a family member or to bond with a new child is not on "unpaid leave." Therefore the City may not require the employee to use the paid time off, sick leave, or accrued vacation.

H. City's Right to Require an Employee to Use Paid Leave When Using FMLA/CFRA Leave: Employees who otherwise would be on an unpaid leave of absence must exhaust their accrued leaves concurrently with FMLA/CFRA leave to the same extent that employees have the right to use their accrued leaves concurrently with FMLA/CFRA leave, with two exceptions:

1. Employees are required to use accrued compensatory time earned in lieu of overtime earned pursuant to the Fair Labor Standards Act; and

2. Employees will only be required to use sick leave concurrently with FMLA/CFRA leave if the leave is for the employee's own serious health condition or another reason mutually agreed upon between the City and the employee.

I. City's Right to Require an Employee to Exhaust FMLA/CFRA Leave Concurrently with Other Leaves: If an employee takes a leave of absence for any reason which is FMLA/CFRA-qualifying, the City may designate that non-FMLA/CFRA leave as running concurrently with the employee's 12-week FMLA/CFRA leave entitlement.

J. City's and Employee's Rights if an Employee Requests Accrued Leave, Other Than Accrued Sick Leave, Without Mentioning Either the FMLA or CFRA: If an employee requests to utilize accrued vacation leave or other accrued paid time off, other than accrued sick leave, without reference to a FMLA/CFRA-qualifying purpose, the City may not ask the employee if the leave is for a FMLA/CFRA-qualifying purpose. However, if the City denies the employee's request and the employee provides information that the requested time off is for a FMLA/CFRA-qualifying purpose, the City may inquire further into the reason for the absence. If the reason is FMLA/CFRA-qualifying, the City may require the employee to exhaust accrued leave as described above.

K. Medical Certification and Requests for Leave:

1. Requests for Certification: Employees who request leave for their own serious health condition or to care for a child, parent or a spouse who has a serious health condition must provide written certification from the health care provider of the individual requiring care if requested by the City. Since the certification need not identify the medical diagnosis or serious health condition, the employee should request that the health care provider not include that information on the certification. To the extent that leave is foreseeable at least thirty (30) days' notice must be provided. If the need for leave is based on planned medical treatment of a family member, military caregiver leave, or a qualifying exigency, an employee is required to notify the City as soon as he/she is aware of the need to take leave, and if practical, must try to schedule the leave so as to minimize disruption to City operations.

2. If the leave is requested because of the employee's own serious health condition, the certification must include a statement that the employee is unable to work at all or is unable to perform the essential functions of his/her position. It should include the anticipated date and duration of the leave. The employee shall be responsible for informing the City, as far in advance as possible, of the date upon which the leave is expected to be completed, or any extensions of the anticipated leave completion date. Should the employee fail to return to work upon the expiration of the leave without obtaining an extension, the employee will be considered to have voluntarily terminated his/her employment with the City.

3. Employees who request leave to care for a covered servicemember who is a child, spouse, parent, or "next of kin" of the employee must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness.

L. Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active duty status in a foreign country, and the dates of the military member's active duty service. A copy of new active duty orders or similar documentation shall be provided to the employer if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different military member.

M. Time to Provide Certification: When an employee's leave is foreseeable and at least 30 calendar days' notice has been provided, if a medical certification is requested, the employee must provide it before the leave begins. When this is not possible, the

employee must provide the requested certification to the City within the time frame requested by the City (at least 15 calendar days), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

N. Consequences for Failure to Provide an Adequate or Timely Certification: If an employee provides an incomplete medical certification the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established by this policy, the City may delay the taking of FMLA/CFRA leave until the required certification is provided.

O. Second and Third Medical Opinions: If the City has a good faith, objective reason to doubt the validity of a certification, the City may require a medical opinion of a second health care provider chosen and paid for by the City. If the second opinion is different from the first, the City may require the opinion of a Leave Rights for California Employees third provider jointly approved by the City and the employee, but paid for by the City. The opinion of the third provider will be binding. An employee may request a copy of the health care provider's opinions when there is a second or third medical opinion sought.

P. Notice of Leave: Although the City recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much notice as possible of their need for leave. Except for qualifying exigency leave, if leave is foreseeable, at least 30 calendar days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact date(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. If the City determines that an employee's notice is inadequate or the employee knew about the requested leave in advance of the request, the City may delay the granting of the leave until it can, in its discretion, adequately cover the position with a substitute.

For foreseeable leave due to a qualifying exigency, an employee must provide notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

Q. Return From Leave:

1. Right to Reinstatement: Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Employees have no greater rights to reinstatement, benefits and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

An employee returning from leave shall retain the same seniority that the employee possessed at the time the leave commenced for the purpose of layoff, recall, promotion, job assignment, and seniority related benefits. Seniority shall not continue to accrue during the leave period.

If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the City, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.

2. Employee's Obligation to Periodically Report on His/Her Condition: Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

3. Fitness-for-Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform the functions of his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

4. Reinstatement of "Key Employees": The City may deny reinstatement to any "key" employee if necessary to prevent substantial and grievous economic injury to the City. A "key" employee refers to any employee who, on the date of the request for leave, is one of the five highest paid employees, or whose gross salary is among the top ten percent of employees. An employee will be notified of his/her status as a key employee if there is any possibility that reinstatement may be denied at the end of the leave period. Should the employee still decide to take leave, the City will continue to pay the employee's health benefits until the expiration of the first 12 weeks of the leave period during any 12-month period.

R. Required Forms: Employees must fill out the following applicable forms in connection with leave under this provision:

1. "Request for Family or Medical Leave Form" prepared by the City to be eligible for leave. The City will respond to each request. That request will set forth the conditions of the leave.

2. Medical certification—either for the employee's own serious health condition or for the serious health condition of a child, parent, spouse or domestic partner.

3. Authorization for payroll deductions for benefit plan coverage continuation.

4. Fitness-for-duty to return from leave form.

5. Employee's Obligation to Periodically Report on His/Her Condition. Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.

6. Fitness-for-Duty Certification: As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.

4.07 TIME OFF FOR PROMOTIONAL TESTS OR INTERVIEWS

Employees shall be allowed to utilize City time of up to two hours for purposes of taking written or performance tests and up to two hours for participating in interviews within the City.

ARTICLE 5 — EMPLOYEE ASSISTANCE PROGRAM

5.01 EMPLOYEE ASSISTANCE PROGRAM

The City shall continue to maintain the privacy provisions of the Employee Assistance Program (EAP), as an insured program; thereby permitting unit employees to visit a City designated EAP Specialist without having to go through Personnel.

ARTICLE 6 —COMPENSATION

6.01 SALARY

Effective, retroactive to pay period that includes January 1, 2018, current unit members shall receive a base salary increase of one percent (1%). For purposes of this provision, "current unit members" means unit members employed with the City on the date Council adopts this MOU.

Effective the first full pay period following July 1, 2018, unit members shall receive a base salary increase of one percent (1%).

Effective the first full pay period following July 1, 2019, unit members shall receive a base salary increase of two percent (2%).

Effective the first full pay period following July 1, 2020, unit members shall receive a base salary

increase of two percent (2%)

Effective the first full pay period following July 1, 2021, unit members shall receive a base salary increase of two percent (2%).

6.02 DEFINITIONS

As used in this MOU, "Base salary" means "the salary classification, range, and step to which an employee is assigned." It excludes any additional allowances, special pay, and noncash benefits. As used in this MOU, "Regular Rate of Pay" shall be as defined in the Fair Labor Standards Act (FLSA).

6.03 CALCULATION OF BENEFITS

In computing benefits that are a percentage of base salary (e.g., Longevity, Special Assignment Pay, etc.), each benefit is calculated independently over base salary of each respective employee.

6.04 LONGEVITY

A. The City shall pay unit employees that have completed ten (10) years of continuous service with the City, an additional three percent (3%) above their base salary step.

B. The City shall pay unit employees that have completed twenty (20) years of continuous service with the City, an additional one percent (1%) above the previous first longevity step, for a total of four percent (**4**%) above their base salary.

C. The City shall pay unit employees that have completed thirty (30) years of continuous service with the City, an additional one percent (1%) above the previous second longevity step, for a total of five percent (5%) above their base salary.

An employee on a leave of absence without pay, or on any form of leave without pay, with the exception of federal or state family leave and/or military leave under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or the California Military and Veterans Code, shall not have such leave time credited as service time for purposes of calculating the years of service.

6.05 BILINGUAL BONUS

A monthly bilingual bonus shall be paid to those unit employees that qualify in accordance with the following conditions:

A. Field Employees: $50 per month provided*:*

1. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City;

2. The employee is required in the normal course of his/her duties to communicate in Spanish with members of the public, as determined by the Department Head and approved in writing by the City Manager.

B. Counter Employees: $100 per month provided:

1. The employee has demonstrated to the satisfaction of the City his/her fluency in the Spanish language based on a bi-annual oral testing procedure selected by the City.

2. The employee is employed in a job classification whose ~~regular~~ primary duties require the employee to communicate with members of the public.

C. Written Translation of City Materials: $25 per month: Employees who otherwise qualify for a bilingual bonus under subsection A and B above, shall receive an additional $25 per month bilingual bonus when asked to translate City materials to Spanish for official publication.

D. Grandfather Provision: Any field employee who has received bilingual pay of $100 per month on a continuous basis since July 1, 2017 will receive the bilingual bonus in accordance with provisions set forth in subsection B above.

6.06 COURT APPEARANCE PAY

Any bargaining unit employee required to appear in court on behalf of the City during off-duty hours, shall be paid at one and one-half (1½) times his/her regular rate of pay for the duration of the court appearance, with a minimum of two (2) hours.

6.07 DO NO HARM

The City agrees that no member of the bargaining unit shall have his or her wages or salary or any other compensation negatively affected based on the implementation of the results of any classification study.

ARTICLE 7 - UNION SECURITY

7.01 PAYROLL DEDUCTIONS

It is understood and agreed that SFPEA/SEIU Local 721 has the right to payroll deduction of membership dues, agency shop (i.e., service fees, fair share) or other Union fees including but not limited to initiation fees, and insurance premiums for non-employer offered union benefit

upon revocable written authorization by the affected employee in the form presently used. Such deductions shall be made monthly and forwarded to SFPEA/SEIU Local 721 office. SFPEA/SEIU 721 agrees to hold the City harmless against any and all claims, demands, suits, and other forms of liability that may arise out of or by reason of deduction of dues, agency shop (i.e., service fees/fair share), or other union fees or premiums for union-offered benefits.

7.02 AGENCY SHOP

Pursuant to Government Code § 3502.5, there now exists an agency shop arrangement between the City and SFPEA/SEIU Local 721.

Government Code § 3502.5(f) mandates that SFPEA/SEIU Local 721 keep an adequate itemized record of its financial transactions and make a detailed written financial report to the City in the form of a balance sheet and an operating statement and to the employees who are members of the organization. Said report shall be made available annually within sixty (60) days after the end of the City's fiscal year.

Additionally, representatives of SFPEA/SEIU Local 721 and the City are cognizant of the Constitutional mandate that employees who choose not to become members of SFPEA/SEIU Local 721 have a Constitutional right to prevent a union spending a part of the non-member employee's required service fees as contributions to political candidates and to express political views unrelated to the union's duties as exclusive bargaining representative.

In order to meet the Constitutional mandate that SFPEA/SEIU Local 721 implement a methodology which prevents compulsory subsidization of ideological activity by employees who object thereto, yet without restricting ~~**the**~~ SFPEA/SEIU Local 721's ability to require every employee to contribute to the cost of collective bargaining and related activities, except for those employees who qualify for a religious exemption, SFPEA/SEIU Local 721 agrees as follows:

A. SFPEA/SEIU Local 721 shall provide non-member employees with sufficient written information identifying the amount of Agency Shop expenditures related to collective bargaining and contract administration for which nonmembers can fairly be charged a fee ("chargeable costs") and identify those "non-chargeable" union activities which address ideological activities.

B. SFPEA/SEIU Local 721 shall provide non-members with adequate information whereby a non-member may determine the accuracy of the Union determination as to what percent of the Agency Shop funds are "chargeable" as opposed to being "non-chargeable," The funds attributed to "non-chargeable" activities shall be distributed to nonmembers by means of the following "advance rebate."

C. An "advance rebate," means that a non-member exercising the option to exempt use of Agency Shop funds from "non-chargeable" activities of the Union, will receive from the Union a single annual advance rebate check in an amount equal to the percent of annual

agency fee payments attributed to "non-chargeable" activities multiplied by twelve (12) months, (For example, if a non-member's annual Agency payments for a calendar year are $400, and if the Union's "non-chargeable" activities are equivalent to 30.29% of said fees, the advance rebate check would be $121.16.) Said refund shall be paid in advance of the Union collection of Agency Shop fees from non-members.

D. The Union shall provide its non-members with an expeditious, fair and objective procedure for challenging the Union's computations as to "chargeable" and "non-chargeable" fees.

E. The internal SFPEA/SEIU Local 721 policies and procedures addressing the method of making refunds to non-members and the method for non-menthe's to contest Union determinations as to amount of refund., are attached to this document and incorporated as though set forth in full.

F. The SFPEA/SEIU Local 72**1** jointly and separately agree to fund any and all costs of defense and/or to indemnify the City should implementation or compliance with this Agency Shop agreement result in a challenge by litigation and/or in a settlement or judgment. In such case, the City shall be authorized to select legal counsel of its sole choice in defending its interests in any said litigation.

7.03 MAINTENANCE OF DUES PAYROLL DEDUCTIONS

In the event the Agency Shop provision gets eliminated or modified, any Unit employees who have authorized Union dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deduction taken by the City during the term of this MOU; provided, however, that any Unit employee may terminate such Union dues each year during the period February 10 through February 28, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled. The Union will provide the City with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

7.04 RELIGIOUS OBJECTIONS (AGENCY SHOP AND MAINTENANCE OF DUES CHECK-OFF)

An employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to financially support SFPEA/SEIU Local 721 as a condition of employment. The employee, however, shall be required, in lieu of a service fee, to have payroll deductions made equal to the service fee and paid, by SFPEA/SEIU Local 721, to a non-religious, non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, chosen by the employee. Written requests for religious exemption, and any required

supporting documentation, shall be submitted to SFPEA/SEIU Local 721 for consideration. Upon approval of the religious exemption by SFPEA/SEIU Local 721, and upon identification of an appropriate charity by the employee, SFPEA/SEIU Local 721 shall remit the charitable deduction to the designated charity. Such charitable contributions shall be made by regular payroll deductions only.

7.05 VOLUNTARY POLITICAL CONTRIBUTIONS

The City agrees to allow Unit employees to make voluntary political contributions to the Local 721 Political Action Committee through payroll deduction; any unit employee interested in making such contributions shall authorize the City in writing on a form, which clearly indicates that the funds will be used for political activities, and that the contribution is voluntary in nature. The Union shall abide by all Federal and State laws relating to such contributions, and indemnify the City in the event of litigation.

ARTICLE 8 — WORK SCHEDULE

8.01 REGULAR WORK SCHEDULE

City Hall business hours are from 7:30 a.m.-5:30 p.m. (Monday-Thursday) and 8:00 a.m. to 5:00 p.m. (Fridays). Employees assigned to a regular work schedule shall work 8 hours per day, 5 days a week, for a total of 40 hours per week.

8.02 MODIFIED-WORK SCHEDULE

The City shall include both the 3/12 and 9/80 work schedules for the duration of as permanent items in the MOU. However, City Hall business hours shall be as follows: 7:30 A.M.–5:30 P.M. (Monday–Thursday), and 8:00 A.M.–5:00 P.M. (Fridays). Employees under the 9/80 work schedule shall have the option of either Shift A or B *only*, with opposite Fridays off, as consistent with current City policy and with Department Head's approval.

ARTICLE 9 — WORKERS' COMPENSATION

9.01 WORKERS' COMPENSATION

In those instances when an employee experiences an injury which is recognized as job-related by the City or the Workers' Compensation Appeals Board, and the employee is absent from work because of the injury, the employee shall receive full pay for the first ten (10) working days of disability without charge against accumulated sick leave.~~,~~ Thereafter, the injured employee shall have the following options:

A. Use accumulated leave time to offset the workers' compensation check up to the employee's full salary. Employees may choose to use any accrued leave time under this provision; or

B. Accept the worker**s'** compensation check as compensation during the period of temporary total disability with no time charged against accumulated earned leave time.

The City agrees to continue full payment of all insurance premiums for the duration of any job-related injury or illness at the same level as the employee had prior to his/her injury regardless of whether or not the employee is on payroll.

In accordance with CalPERS stipulations, as soon as it is believed that a unit employee is unable to perform his/her job because of an illness or injury which is expected to be permanent or last longer than six months, the employee may request that the City accommodate/transfer him/her to a less demanding vacant position. Should there not be a vacant position available, the City shall have the option to submit an application for disability retirement on the employee's behalf, provided that the employee has attained five or more years of service. However, nothing in this provision, takes away the employee's option to waive the right to retire for disability and/or elect to resign and withdraw his/her share of retirement contributions. If the employee has attained normal service retirement eligibility, he/she shall have the right to elect service retirement as provided in Government Code Section 20731. The injury or disease causing the incapacity or disability need not be job-related.

9.02 MODIFIED DUTY WORK

The City shall make every reasonable effort to reasonably accommodate ill or injured workers consistent with all applicable provisions of the law.

ARTICLE 10 — UNIFORM ALLOWANCE/EQUIPMENT

10.01 UNIFORM ALLOWANCE/EQUIPMENT

The City shall provide uniforms and/or equipment, as well as provide allowances as follows:

A. Public Works field employees shall be provided with the following annually unless otherwise specified:

1. a pair of work boots made by Timberland, Red Wing, Wolverine, Stanley Cat, Bates, Chippewa, Carolyn, Sears or Dye Hard consistent with Cal OSHA's ANSI Z41.1 standard. Local Vender, specifications and brands to be provided by the City based on the job performed;

2. A jacket with bi-yearly replacement, subject to Department Head approval.

3. A uniform voucher not to exceed $200.00.

4. A pair of work shoes for Meter Technicians. All purchases shall be made in accordance with the City's purchasing policy. It is further agreed that these will

be deducted from the final salary payment of any employee failing to satisfactorily complete his probationary period.

B. Community Development Department field workers shall be provided with an initial issue of one appropriate jacket with bi-yearly replacements subject to Department Head approval and a pair of work shoes annually.

Where uniform allowances are to be paid under the Sections above, they shall be paid semi-annually in December and in June. Worn uniforms shall be replaced by the City subject to the Department Head's approval. All worn uniforms must be turned in upon being replaced.

10.02 RAIN GEAR

The City shall provide rain gear to employees assigned to work in the rain, as needed.

ARTICLE 11 — OVERTIME & OTHER COMPENSATION

11.01 OVERTIME ISSUES AND LANGUAGE

For non-exempt employees who work under the regular 7:30 a.m.-5:30 p.m.8a.m.–5:00 p.m., Monday–Friday schedule, overtime must be paid or compensatory time off (CTO) granted at the employee's request as defined in Section 12.02 of this Article for all hours worked over forty (40) hours in a seven day work period. Non-exempt employees who are under the 9/80 or other flex work schedule shall have a designated fixed workweek, and any hours worked over the specified maximum hours within the designated workweek must be paid as overtime or granted compensatory time off at the employee's request as defined in Section 12.02 of this Article. The City shall comply with the provisions of the Fair Labor Standard Act (FLSA), and shall define the parameters of a standard workweek.

Overtime shall be paid at the rate of one and one-half (1.5) times the regular rate of pay for the excess time (overtime hours) worked during the workweek. The payment of overtime to non-exempt, employees will be based upon actual hours worked, which shall include vacation, holiday, and sick time.

Overtime will be equitably distributed amongst qualified employees within their department and classification. The City will develop a form which will be provided to the employee who is offered the overtime and which allows the employee to indicate by his/her signature in what manner they want the overtime to be compensated (i.e. monetarily or through CTO).

The rate at which Contract (i.e., MOU) Overtime is calculated shall not include the City's Cafeteria Plan Allowance, the opt-out allowance, or any cash back an employee may receive from the Cafeteria Plan Allowance as set forth in Section 2.01, by choosing benefits which cost less than the Allowance.

11.02 COMPENSATORY TIME OFF (CTO)

Unit employees may accrue a maximum of 100 CTO hours. CTO hours in excess of 100 hours must be paid at the rate of one and one-half (1.5) times the regular rate of pay.

The scheduling and use of CTO shall be subject to the approval of the employee's immediate supervisor or their designee. An employee who has requested the use of CTO is permitted to use such time "within a reasonable period" after making the request, unless it is determined that the employee's request would "unduly disrupt" the Department operations or impose an unreasonable burden on the Department's ability to provide services of acceptable quality and quantity for the public during the time required without the use of the employee's services.

11.03 SHIFT DIFFERENTIAL PAY

The City pays, in addition to base salary, an additional ninety dollars ($90) per month to unit members required to work swing shift, and one hundred and twenty dollars ($120) per month to unit members required to work graveyard shift.

When an employee is assigned to a specific shift eligible for shift differential pay, the employee will be paid the shift differential rate for that shift. In the event an employee works a different shift to fill in for sick leave, vacation, etc., employee will be paid at the rate for his/her assigned shift.

11.04 STAND-BY PAY

All employees who are assigned to mandatory stand-by on the weekends and holidays shall be paid stand-by pay at the rate of $1.50 per hour during the period when they are required to stand-by.

Employees assigned to mandatory stand-by must:

A. Provide a phone number at which they can be contacted if a stand-by phone is not issued.

B. Report to work within 1 hour of being contacted.

C. Not be under the influence of alcohol, unlawful substances, or prescribed drugs that may impair their ability to perform duties.

At no point shall more than three (3) employees be on stand-by from all the divisions combined (including Water, Street~~,~~ and Tree, and Facilities).

11.05 SPECIAL PROJECTS BONUS PAY

Employees in Public Works when assigned to the Special Projects Squad shall receive $5.00 per hour for each hour over their base salary worked on designated special projects. Special Projects pay will not be paid in addition to Inspector pay. No more than three (3) persons will be authorized to receive Special Projects pay for any project; a fourth employee may be assigned to the Special Projects crew at the discretion of the Public Works Director or their designee.

A "special project" shall be any new project work approved by the Public Works Director which meets the following first criterion and at least one or more of the remaining criteria:

A. Nature of Work: Special projects shall typically be one time, unique construction projects, and does not include on-going routine maintenance duties or deferred maintenance duties.

B. Short Deadline: Work which would normally be performed as contractual services, but due to an immediate deadline, cannot reasonably be procured in a timely manner by the informal or formal City procurement process.

C. Unique Knowledge/Skills: Work which would normally be performed as contractual services, but may be performed more efficiently or effectively Public Works employees due to their unique knowledge of the project and/or work conditions or due to special skills.

D. Demonstrated Cost Savings: Work which would normally be performed by contractual services, but when assigned to Public Works employees can be performed more efficiently or effectively resulting in demonstrated project cost savings.

11.06 WEEKEND BONUS PAY

The City shall provide weekend bonus pay to any employees assigned to rotating weekend work assignments. Employees who request to work the weekend shall not be eligible for Weekend Bonus Pay.

Any eligible employee that is required and scheduled to perform Weekend Shift duties will be compensated at the rate of an additional $2.50 per hour over his or her base salary, for those hours spent on weekend assignment. To be eligible for Weekend Bonus Pay, the staff member must be regularly assigned and scheduled to work a weekend. Compensation for weekend shift shall be the employee's base salary plus the weekend bonus pay for hours worked on weekends. Weekend Bonus Pay shall not be included in the determination of Overtime premium rate or comp time. It shall not be combined with other established premium compensation such as stand-by pay, or any other shift pay.

11.07 INSPECTOR DUTY PAY

The City agrees to continue the specialized inspector pay provisions consistent with agreed upon procedures including but not limited to requiring approval by the Department Head and providing for no more than one (1) inspector per project except by official exemption.

Any eligible Public Works field/building maintenance and/or utility employee who is required and scheduled to perform Inspector duties, which are outside of the duties provided in their class specification, will be compensated at the rate of an additional $6.00 per hour over his or her base salary, for those hours actually spent on inspection.

To be eligible for Inspector Duty Pay, the employee must be certified and be on a Certification List created by the appropriate Department Head. An employee qualifies as "certified" for purposes of Inspector Duty Pay if they have (1) received state or local certification in the inspection subject, or in a related field, and/or (2) received and successfully completed City-sponsored trainings in the inspection subject or in a related field.

11.08 CALL BACK

Any employee called back to work other than as continuation (immediately preceding or following) of his/her regular established work schedule shall be compensated at the rate of pay equal to one and one-half (1.5) times his/her regular hourly pay. The minimum period to be compensated for any such "callback" time shall be two (2) hours.

11.09 WORKING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval, to perform duties outside of his or her job classification on a temporary basis will be paid at the rate of five percent (5%) higher than their current base salary. This five percent working out of class pay shall continue until such time that the Department Head determines that the duties are no longer necessary or the position is reclassified.

11.10 ACTING OUT OF CLASS

An employee assigned by his or her Department Head, with City Manager approval to perform duties of a higher level position or to act in a higher capacity outside of their own classification shall be paid at the rate of five percent (5%) higher than their current BASE salary, retroactive to the first day of the assignment, effective the fifth consecutive business day of working in that higher level assignment. If that assignment lasts longer than ten (10) consecutive work days, then the employee shall be paid at Step A of the higher classification or five percent (5%), whichever is higher, effective after the tenth consecutive business day of working in that higher level assignment.

In the event the employee is promoted to the higher level position, and has completed at least six (6) consecutive months in the higher level position to which they were promoted, and has received a satisfactory evaluation within 30 days prior to their promotion, the probation period shall be waived. All consecutive time worked of more than six consecutive months in that higher level position shall be considered time served in the position for seniority as it relates to bumping rights.

No employee shall be assigned to an acting out of class assignment for more than 960 hours.

The City shall ensure that anyone assigned to act in a higher capacity is adequately trained to fulfill the requirements of that higher class. Assignments to perform higher-level duties must be formal and in writing, and approved by the Department Head.

ARTICLE 12 — REIMBURSEMENTS

12.01 TUITION REIMBURSEMENT

The City shall reimburse unit members' tuition for job-related approved courses to a maximum of $3,000 per fiscal year. Department Heads and employees should make every effort to submit accurate requests for tuition reimbursement during the annual budget process.

Tuition reimbursement shall be contingent upon employee satisfactorily completing course(s) with a minimum of a "C" Grade and commit to continued service to the City for the equivalent of the school units, not to exceed two (2) years.

Employees enrolled in an approved tuition reimbursement program may charge mileage beyond ten (10) miles against tuition reimbursement at the current IRS rate.

12.02 MILEAGE REIMBURSEMENT

Employees who are required by the City to use their private vehicles on City business (i.e. training) shall be reimbursed for mileage at the prevailing IRS rate.

ARTICLE 13 — NEPOTISM

13.01 NEPOTISM

The City shall implement and enforce a policy prohibiting nepotism as defined below:

A. No person shall be appointed, promoted or hired into a position in the same department when that person's relative already holds a position in the same department, and such employment would result in a direct supervisor-subordinate relationship.

B. A direct supervisor-subordinate relationship is one in which one person is responsible for the day-to-day supervision and control of the other person, or is in their direct chain of command. Collateral assignments and occasional, overtime or temporary assignments are not considered to violate this policy:

C. For purposes of this section, "relative" means spouse, child, step-child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, parent-in-law, brother-in-law or sister-in-law.

D. If a supervisor and subordinate in the same department marry, the department reserves the right to transfer the employee with the least City seniority to another assignment within the department that is consistent with this policy, without loss of pay. If no such assignment exists in the department that will remedy this supervisor-subordinate relationship, the employee with least seniority may be transferred to another department. If no such transfer is possible, that employee may be separated from service.

ARTICLE 14 — DISCIPLINARY APPEAL PROCEDURES

14.01 RIGHT TO APPEAL

A. A regular employee who is discharged, involuntarily demoted, suspended, or reduced in pay for disciplinary reasons shall have the right to appeal such disciplinary action within ten (10) working days of receipt of the final notice of discipline.

B. Whenever an employee or the Union with the employee's consent, as reflected in the written appeal, requests a disciplinary hearing to appeal the imposition of a discharge, involuntary demotion, or suspension, or reduction in pay for disciplinary reasons, the request for the disciplinary appeal hearing shall be in writing, signed by the employee, or his/her representative, and presented to the Personnel Manager. The request shall identify the subject matter of the request, the grounds for the request, and the relief desired by the employee.

C. If the employee fails to request a disciplinary hearing within the prescribed time, the employee shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

14.02 HEARING OFFICER

A. The City and the employee or his/her representative may mutually choose a hearing officer. If they cannot agree, the hearing officer shall be chosen from a panel of seven (7) hearing officers from a list provided by State Mediation and Conciliation Service (SMCS). The parties shall alternately strike names until one name remains, with the

employee or his/her representative striking the first name from the list. Names will be struck until the hearing officer is selected.

B. The hearing officer shall submit a written decision setting forth his/her findings, conclusions, and recommendations, which shall be binding upon the parties subject to review by a superior court pursuant to Code of civil Procedure 1094.5 and 1094.6.

14.03 SCHEDULING OF DISCIPLINARY HEARING:

Within 45 calendar days after the filing of the employee's request, the Personnel Manager will schedule a future date for the disciplinary appeal, considering the availability of the hearing officer, the parties, and the parties' representative. The Personnel Manager shall notify all interested parties in writing of the date, time, and location of the disciplinary hearing.

14.04 IDENTIFICATION OF ISSUES, WITNESSES, AND EVIDENCE

No later than ten (10) working days prior to the disciplinary appeal hearing, each party will provide the other and the Personnel Manager a statement of the issues to be decided, a list of all witnesses to be called (except rebuttal witnesses), and a copy of all evidence (except rebuttal evidence) to be submitted at the hearing. The City will use numbers to identify its evidence; the employee shall use alphabet letters.

14.05 SUBPOENAS

Subpoenas and subpoenas duces tecum pertaining to the hearing shall be issued at the request of either party, not less than ten (10) days prior to the commencement of the hearing; after commencement, subpoenas may be issued at the discretion of the hearing officer after considering both parties' positions on the request. The City agrees to take the necessary steps to implement a process for the issuance and enforcement of subpoenas. If the City is unable to implement that process, the City agrees to further meet and confer with SFPEA/SEIU Local 721 on this issue.

14.06 REPRESENTATION AT DISCIPLINARY HEARING

A. Each party shall have these rights: to be represented by legal counsel or other person of his/her choice; to call and examine witnesses; to introduce evidence; to cross-examine opposing witnesses; to impeach any witness regardless of which party first called him/her to testify; and to rebut the evidence against him/her.

B. If the employee appealing the discipline does not testify on her/his own behalf, he/she may be called and examined as if under cross-examination.

C. Oral evidence shall be taken only on oath or affirmation.

D. A court reporter will be engaged to record the hearing. The cost of the reporter and the hearing officer will be split between the City and the Union, with each side bearing their own costs for any transcripts.

E. The hearing shall proceed in the following order, unless the hearing officer otherwise directs:

1. Opening statements shall be permitted with the City proceeding first.

2. The City shall proceed first in the hearing. If witnesses are called, the opposing party shall have the right to cross-examine the witnesses on any matter relevant to the issues, even though if that matter was not covered on direct examination.

3. The parties may then, in order, respectively offer rebutting evidence only, unless the hearing officer for good reason permits them to offer evidence upon their original case.

4. Closing arguments and written briefs shall be permitted.

5. The hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. He/she shall base his/her findings on the preponderance of evidence. During the examination of a witness, all other witnesses, except the parties, shall be excluded from the hearing unless the hearing officer, for good cause, otherwise directs. The hearing officer, prior to or during a hearing, may grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision

14.07 BURDEN OF PROOF

The City shall bear the burden of proof at the disciplinary hearing as to the allegations supporting the discipline.

14.08 CONDUCT OF DISCIPLINARY APPEAL HEARING

A. The conduct and decorum of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties.

B. All disciplinary hearings shall be closed to the public unless the affected employee requests that the hearing be open to the public.

C. The hearing need not be conducted in accordance with technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule, which might make improper admission of such evidence over objection in civil actions. Hearsay

evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions.

D. The rules of privilege shall be effective to the same extent that they are now or hereafter may be recognized in civil and criminal actions, and irrelevant and unduly repetitious evidence may be excluded. The hearing officer shall not be bound by technical rules of evidence. The hearing officer shall rule on the admission and exclusion of evidence.

E. The time limits specified at any step in this disciplinary appeal procedure may be extended or reduced by written agreement of the employee or his/her representative and the representative for the City.

14.09 HEARING OFFICER'S BINDING DECISION

Within thirty (30) days of the hearing or other mutually agreed upon time frame, the hearing officer shall issue his/her written decision which may sustain, reject or modify the disciplinary action.

14.10 JUDICIAL REVIEW

The Hearing Officer's written decision shall be subject to judicial review under Code of Civil Procedure Sections 1094.5 and 1094.6.

ARTICLE 15 — GRIEVANCE PROCEDURES

15.01 STATEMENT OF INTENT

The City and SFPEA/SEIU Local 721 have a mutual interest in resolving workplace issues appropriately, expeditiously and at the lowest level possible. In recognition of this mutual interest, the Parties acknowledge that the grievance process is not a replacement for daily communication between the employee and the supervisor, nor is it inherently an adversarial process. Rather, it is a process to mutually resolve workplace issues to the maximum extent possible within the organization.

15.02 PURPOSE AND SCOPE OF GRIEVANCE PROCEDURE:

The grievance procedure is promulgated to establish a formal procedure to deal with employee complaints that arise in the course of employment.

15.03 GENERAL PROVISIONS:

A. "Grievance" means a dispute by an employee concerning the interpretation or application of specific provisions of this MOU, or Personnel Rules and Regulations

governing personnel practices or working conditions applicable to employees covered by this MOU, which dispute has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor. The grievance procedure provided herein shall not be used for:

1. An impasse in meeting and conferring upon the terms of a proposed MOU, or impasse over a single issue within the scope of representation.

2. The resolution of any complaint concerning oral/verbal warnings, and disciplinary action already covered by the Disciplinary Appeal Procedure in Article 14;

3. Requests for changes in the content of employee evaluations or performance reviews;

4. Challenges to a reclassification or a transfer not otherwise subject to meet and confer, a layoff, or denial of a step or merit increase.

15.04 FORMAL GRIEVANCE PROCEDURE:

A. Step One - Within ten (10) working days after the employee or Union knew or should have known of the occurrence of the facts upon which the grievance is based, the grievance must be presented in writing to the immediate supervisor upon the Grievance Procedure Form, signed and dated by the employee or the Union. The grievance must state the facts upon which the grievance is based, identifying the specific provisions of the MOU, Personnel Rules, or other rules or regulations which are alleged to have been violated, and the specific remedy requested.

1. A meeting shall be held between the employee or the Union and the immediate supervisor within ten (10) working days from presentation of the grievance. The purpose of the meeting shall be to secure clarification of the issue, consider the employee's proposed solution, and discuss possible alternative solutions and/or other administrative remedies.

2. Within ten (10) working days following the meeting, the supervisor shall render his/her decision in writing. The decision shall be personally served upon the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.

3. If the supervisor fails to respond within ten (10) working days following the meeting, or such other mutually agreed upon date, the employee or the Union shall be entitled to proceed to Step Two of the grievance process.

B. Step Two - If the grievance is not resolved in Step One, the employee or the Union may, within ten (10) working days after service of the decision in Step One, or such other mutually agreed upon date, present a signed, dated written grievance to the Department Head with a copy to the Personnel Manager. The grievance must state the facts upon which the grievance is based, identify the specific provisions of the MOU, Personnel Rules, or other rules and regulations alleged to have been violated, and specify the requested remedy. The Department Head shall make whatever investigation is deemed necessary to allow fair consideration of the situation and shall meet with the employee within ten (10) working days from receipt of the grievance.

1. The Department Head shall render his/her decision in writing within ten (10) working days following the meeting. The decision shall be personally served upon the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.

2. If the supervisor fails to respond within ten (10) working days following the meeting, or such other mutually agreed upon date, the employee or the Union shall be entitled to proceed to Step Three of the grievance process.

C. Step Three - If the grievance is not resolved at Step Two, the employee or the Union may, within ten (10) working days after service of the decision in Step Two, present a written grievance to the City Manager. Within ten (10) working days from receipt of the grievance, the City Manager shall arrange a meeting with the employee and/or the Union to discuss the matter.

1. The City Manager shall render his/her decision in writing within thirty (30) working days following the meeting. The decision shall be personally served on the employee or mailed to the employee's last known address or as otherwise specified by the employee. A copy will be emailed to the Union's staff representative and the SFPEA President.

2. For grievances arising out of a written reprimand, the City Manager's decision shall be final and shall not be subject to the mediation or arbitration procedures set forth in Sections 16.05 or 16.06 below. The employee will have an opportunity to submit a rebuttal which will be included in the personnel file.

D. General Conditions -

1. The Personnel Manager shall receive and retain copies of all written materials pertaining to the grievance.

2. At any step in the informal grievance adjustment or formal grievance procedure, the Department Head, the employee's supervisor, the employee, or the Union

may request a representative of the Personnel Department to participate in any discussions which may take place.

3. Grievances may be initiated by the concerned employee or by the Union.

4. If an employee or the Union fails to proceed with a grievance within any of the time limits specified in this section, it shall be assumed that the grievance has been settled on the basis of the last decision reached. Any extension of the time limits specified in this Article may be provided when mutually agreed upon by all parties concerned.

15.05 MEDIATION

A. The Union and the City may agree to mediation of the grievance provided a written request for mediation is filed with the Personnel Manager within ten working days of service of the City's Manager's written Step 3 decision. The parties can mutually choose a mediator or can request a mediator from the State Mediation and Conciliation Service (under PERB).

B. The primary effort of the mediator shall be to assist the parties in settling the grievance in a mutually satisfactory fashion. Any costs and expenses of the mediator shall be split equally between the Union and the City. All other individually incurred fees and costs shall be borne solely by the party incurring those fees/costs.

C. If mediation does not resolve the issue, the grievant or Union has twenty (20) working days to file an appeal to the next level in the procedure.

15.06 ARBITRATION

A. If the written response at Step 3, or the mutually-agreed upon mediation, does not settle the grievance, or the City Manager fails to provide a written response within thirty (30) working days of the Step 3 meeting, the Union may elect to serve a written request for arbitration with the Personnel Manager. Such written request must be filed with the Personnel Manager within twenty (20) working days following:

1. The date of service of the Step 3 written response of the City Manager or designee; or

2. The last day of the response period provided in 16.04(C), Step 3.

B. Failure of the Union to serve a written request for arbitration with the Personnel Manager within said period shall constitute of the waiver of the grievance.

C. If such written notice is served, the Parties shall request that SMCS provide them with a list of seven (7) arbitrators who have achieved membership in the National Academy of

Arbitrators. The Parties shall then jointly select an arbitrator from that list or by mutual agreement of the parties of another selection method, within ten (10) working days following receipt of said list.

D. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. The proceedings shall be conducted in accordance with the hearing procedures set forth in Sections 14.05 (Subpoenas) and 14.08 of this MOU (Conduct of Disciplinary Appeal Hearing), except that the grievant shall bear the burden of proof. Alternatively, the parties hereto may agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be split equally between the parties, it being mutually understood that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party incurring such expenses.

E. The decision of an arbitrator resulting from any arbitration of a grievance hereunder shall be binding upon the parties concerned. The arbitrator shall serve the decision upon the City, the employee, the SEIU Local 721 representative, and SFPEA President.

F. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this MOU.

15.07 GRIEVANCES AFFECTING A GROUP OF EMPLOYEES

A. The Union may elect to file a grievance on behalf of two or more employees (Group Grievance). The facts and issues of the grievance must be the same.

B. The Group Grievance must be filed in writing with the City Manager or designee within twenty (20) working days following the day the issue arose. The written grievance shall:

1. State the specific facts and issues on which the grievance is based,

2. Identify the specific provisions of the MOU or Personnel Rules and Regulations governing personnel practices or working conditions alleged to have been violated,

3. Provide the names of the employees impacted by the issue, and the specific remedy being requested.

C. In addition, all employees participating in the grievance must waive their respective rights to file an individual grievance on the same issue by completing an individual grievance waiver form prior to the meeting with the City Manager.

D. Except as otherwise noted above, Group Grievances shall proceed in accordance with the grievance procedure starting at Section 15.04(C) Step 3 above and continuing through Section 15.06, Arbitration.

ARTICLE 16 — MISCELLANEOUS

16.01 SENIORITY/LAY-OFFS/TRANSFERS IN LIEU OF LAYOFF

Whenever the City Council determines that employees are to be laid off due to curtailment of work, reorganization, lack of funds, or because the necessity for a position no longer exists, the City shall meet and confer prior to the layoffs with SFPEA/SEIU Local 721 to take appropriate action to mitigate such negative consequences of the City's action to bargaining unit employees. Such mitigation may include, but not be limited to, job placement assistance, and severance compensation subject to the meet and confer process.

The City Council may authorize the City Manager to layoff or transfer or demote in lieu of layoff. The City Manager shall notify those employees to be laid off at least ten (10) working days prior to the effective date of any such layoff. If less than ten (10) working days' notice is given, the City shall pay commensurate pay up to ten (10) days total.

Layoff shall be by seniority. Seniority for purpose of layoff shall be determined by the date of original appointment to the classification that is identified for layoff. The seniority list shall include all permanent employees. When seniority is equal, the employee with the earliest hire time (original appointment in department for General Employees) shall be determined to have the most seniority.

All temporary and provisional employees in the classification involved shall be separated prior to probationary or permanent employees.

Any employee scheduled for layoff shall have the right to bump within a classification (should the job classification change, the employee will be able to use the new/current comparable classification to bump) in which he/she formally held. Seniority in this instance would be time served in this classification and time in higher classification.

Permanent employees shall be laid off in the reverse order of seniority.

RE-EMPLOYMENT LISTS/CALL BACK

Upon submission of the approved form to the Personnel Manager, employees laid off or demoted in lieu of layoff or transfer in lieu of layoff shall have their names placed on a re-employment list for their former class. The name of any employee on a reemployment list shall be ranked in order of the effective date of the layoff or demotion in lieu of layoff. A laid-off employee reappointed from a re-employment list shall be considered as having been on leave of absence without pay during the period of layoff. The names of employees on the re-

employment list shall be retained for the term of the MOU. If a vacancy is filled from a re-employment list, the appointee shall be the individual whose name appears in the first position on such list.

Transfer in Lieu of Layoff: Transfers, including lateral, will be by seniority within a classification. The City shall request volunteers first and if there are no volunteers, the employee with the least seniority will be automatically transferred.

The transfer will be held in abeyance and posted in Personnel and respective department for five (5) work day to allow for volunteers to apply.

Should the position that the employee was transferred from becomes available, the employee who volunteered or was transferred due to his/her seniority shall be offered the available position or shift and will have the right of first refusal.

16.02 PRIVATIZATION /CONTRACTING OUT

The Parties agree that during the term of this MOU, the following terms and conditions shall apply to the contracting of unit work:

No bargaining unit employee shall be laid off, or suffer loss of pay or benefits as a result of the contracting of unit work.

The City agrees to meet and confer on the impact of any decision to privatize bargaining unit work.

16.03 SAFE AND RESPECTFUL WORKPLACE FOR ALL CITY WORKERS

The City shall agree to update applicable policies to ensure a safe and respectful workplace for all workers. The City also affirms its respect for its workers and shall not condone any unfair treatment of any employee. The City shall update all policies once a year and provide the changes to the Union if and when updated.

16.04 BULLETIN BOARDS

The City shall grant the Union reasonable access to work locations to post their bulletins as needed, for the purposes of notifying members of meetings, elections, events, and other relevant activities. Access shall be restricted so as not to interfere with the normal operations of the Departments or with established safety or security requirements.

16.05 SHIFT SELECTION/TIME OFF SELECTION

Bargaining unit employees that work rotating shifts shall bid shifts, time off vacation requests, time off holiday requests and time off compensatory requests by seniority, according to their date of hire into that particular job classification in his/her department.

16.06 USE OF CITY FACILITIES

With the approval of City Manager**,** the City agrees that SFPEA/SEIU Local 721 may use City facilities to conduct meetings provided that such use does not interfere with the normal business operations of the City.

16.07 SEIU LOCAL 721 ACCESS

Upon notice to the Personnel Division, a SEIU Union Representative shall be permitted to City facilities or work sites during working hours to assist employees in adjusting their grievances, or to investigate complaints concerning working conditions. Such access shall not interfere with the employees work duties.

16.08 UNIT INFORMATION

The City shall provide SFPEA's Secretary and SEIU Local 721 with the following Unit information:

A. Name
B. Job title
C. Department
D. Work location (where the employee actually works, not just their mailing address)
E. Work phone number
F. Home phone number
G. Personal cell phone number
H. Personal email address (if on file with the City)
I. Home address

For new employees (including re-hired employees), the City shall provide this information to SFPEA'S Secretary and to SEIU Local 721 within thirty (30) days of the date of the employee's hire, or by the first pay period of the month following their hire whichever is later. For existing employees, the City shall provide the same information to SFPEA'S Secretary and to SEIU Local 721 at least every one hundred and twenty (120) days.

16.09 MEMBERSHIP MEETINGS

A total of one hour of City time will be provided every month for bargaining unit employees to attend Union membership meetings for the entire meeting time. Bargaining Unit Members who leave the membership meeting early and do not promptly return to work may have their accrued leave accounts charged to make up the difference in time. To ensure that the City can provide sufficient coverage, if needed, SEIU 721 will provide the Personnel Manager or their designee with at least 48 hours' notice of any scheduled membership meeting.

16.10 PERSONNEL FILES

An employee, or their certified representative with the written consent of the employee, may

inspect that employee's personnel file. The term "personnel file" shall not include any files or notes maintained by a supervisor or manager for purposes of documenting daily observations or verbal counselings/warnings.

An employee shall be advised of, and entitled to read, any written statement by the employee's supervisor or Departmen~~tal~~ Head regarding their work performance or conduct if such statement is to be placed in their official personnel file. The employee shall acknowledge that they have read such material by affixing their signature on the copy to be filed, with the understanding that such signature merely signifies that they have read the material to be filed but does not necessarily indicate agreement with its content. If the employee refuses to sign, the supervisor shall note their refusal on the copy to be filed along with the supervisor's signature and the signature of a witness to the employee's refusal to sign.

An employee may file a written response/rebuttal to any such document placed in their personnel file, and that written response/rebuttal shall be attached to that document in the personnel file.

16.11 UNION STEWARDS

A. SFPEA/SEIU Local 721 shall designate a reasonable number of stewards (not to exceed 10) from the membership. A steward may represent a grievance at all levels of the grievance, and shall provide to the City Manager a written list of employees who have been so designated. Management will accept on a quarterly basis any changes to the list.

B. Stewards Rights

1. PROTECTION AGAINST DISCRIMINATION AND RETALIATION.

Management recognizes SFPEA/SEIU Local 721 Stewards and Alternates as official representatives of the Union, and such representatives are entitled to all rights and protections as defined by law and this MOU.

No Steward or Alternate shall be discriminated against or retaliated against in any manner because of the exercise of rights and duties as protected by law and this MOU.

The employer shall provide equal rights to reasonably accommodate stewards with disabilities, provided the accommodation does not create an undue hardship for the City.

Grievances filed under this section shall be expedited to the Third Step upon being filed.

2. RELEASE TIME

SFPEA/SEIU Local 721 Officers, Stewards and Alternates shall be allowed reasonable time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with Management or pre-disciplinary interviews, where there is a reasonable expectation that disciplinary action will follow, at all levels of the grievance procedure, at Labor-Management meetings, New Employee Orientations, and negotiations, , and to observe working conditions.

The City agrees to provide each steward with 9 hours of release time each year for purposes of steward training. Time spent for steward training shall not count as actual hours worked for purposes of overtime.

Management is responsible for staffing to accommodate release time upon notice of two (2) weeks for release time.

If a steward must leave his/her work location to represent an employee, he/she shall first obtain permission from his/her supervisor on a form provided for such purpose. Permission to leave will be granted unless such absence would cause an undue interruption of work. If such permission cannot be granted promptly, the steward will be informed when time can be made available. Such time will not be more than forty-eight (48) hours, excluding scheduled days off and/or legal holidays, after the time of the steward's request unless otherwise mutually agreed to. Denial of permission to leave at the time requested will automatically constitute an extension of time limits provided in the grievance procedure herein, equal to the amount of the delay.

Before leaving his/her work location, the steward shall call the requesting employee's supervisor to determine when the employee can be made available. Upon arrival, the steward will report to the employee's supervisor who will make arrangements for the meeting requested.

Time spent on grievances, or the pre-disciplinary representation activities described above, outside of regular working hours of the employee or his/her steward shall not be counted as work time for any purpose. Whenever these activities occur during the working hours of the employee and/or the steward, only that amount of time necessary to bring about a prompt disposition of the matter will be allowed. City time, as herein provided, is limited to the actual representation of employees and does not include time for investigation, preparation or any other preliminary activity.

C. Any grievances arising from a violation of Steward Article will be submitted to the third (3rd) step of the grievance process for resolution.

ARTICLE 17 — JOB DESCRIPTIONS & CLASSIFICATIONS

17.01 JOB DESCRIPTIONS & CLASSIFICATIONS

The City shall consult with the Union when it is establishing new, or revising existing job descriptions and classifications within the Unit. It shall provide the Union a draft of the changes under consideration.

The Union shall provide comments and recommendations about the new or revised job description or classification within fifteen (15) calendar days of receipt of the draft. The City shall consider the Union's comments and recommendations as it prepares the final job description /classification for City Council approval.

The City shall meet and confer with the Union if the new or revised job description/classification potentially changes the position's Bargaining Unit.

17.02 JOB DESCRIPTIONS

Each employee will be provided with a copy of his/her job description. The duties and responsibilities of each position shall be consistent with the specifications for the job.

For the purposes of this MOU, "classification" shall mean an individual employee's job classification, or an individual employee's job description, or the classifications or job descriptions of a group of employees who share the same classification or job description.

17.03 JOINT LABOR/MANAGEMENT COMMITTEE

The City and the Union agree to establish a Joint Labor-Management committee to consult on issues of mutual concern, including but not limited to safety issues and employee wellness program, training program for stewards and front-line supervisors. The committee shall be limited to a total of six (6) members unless the parties mutually agree otherwise. Three (3) members shall be appointed by the City and three (3) shall be appointed by the Union.

The committee shall have the authority to develop its own internal procedures, including the scheduling of meetings. The Committee will make recommendations to the Council for implementation once the Council concurs, with its recommendation.

17.04 JOINT LABOR MANAGEMENT SUB-COMMITTEE ON CITY PERSONNEL RULES

The City and the Union agree to meet and confer through the Joint Labor Management Committee, which will meet on a monthly basis, or as needed, regarding the City Personnel Rules, Regulations and Policies including Departmental Rules, Regulations and Policies provided

such rules, regulations and policies are within the scope of representation.

Scheduling of the Joint Labor Management Committee will be achieved by the parties mutually agreeing to the date, time and location.

The Committee will meet on City work time.

FOR CITY OF SAN FERNANDO:

Alexander P. Meyerhoff Date
City Manager

Nick Kimball Date
Deputy City Manager/Director of Finance

Michael E. Okafor Date
Personnel Manager

FOR SFPEA/SEIU LOCAL 721:

Ruben Quintana Date
Chapter President, SFPEA/SEIU Local 721

Frank Avila Date

Richard De La Pena Date

Francisco Villalva Date

Manuel Fabian Date

Marisol Diaz Date

Jody L. Klipple Date
Negotiator, SEIU Local 721

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12

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Timothy T. Hou, Director of Community Development

Date: June 18, 2018

Subject: Consideration to Approve a Purchase Order with Edgesoft, Inc., to Upgrade the Current Enterprise Land Management System Application and Online Citizen Access Portal

RECOMMENDATION:

It is recommended that the City Council:

a. Waive formal bidding requirements and award the Purchase Order as an upgrade to an existing proprietary system used by the City;

b. Approve a Purchase Order with Edgesoft, Inc. to upgrade the City's existing Enterprise Land Management System Application and Online Citizen Access Portal in an amount not-to-exceed $50,000 (Attachment "A");

c. Approve an amendment to the current Maintenance Agreement (Attachment "B") to include application hosting through Edgesoft, Inc. and increase the total compensation to $24,960 per year; and

d. Authorize the City Manager to execute all related documents.

BACKGROUND:

1. On September 4, 2007, the City Council approved an agreement with Edgesoft, Inc. (Edgesoft) (Contract No. 1579), in the amount of $361,760 for the purchase and maintenance of Edgesoft's Enterprise Land Management System software. The City refers to its customized system software as the Activity Information Management System (AIMS).

2. The original term of the agreement included a four-year maintenance contract, which expired on September 27, 2011. The City subsequently negotiated additional maintenance agreements for Edgesoft to continue providing maintenance for the AIMS software. The Community Development and Public Works Departments use AIMS as an enterprise

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

software. AIMS includes four modules: 1) building, 2) code enforcement, 3) planning, and 4) public works. The software provides the City with a centralized database for tracking and managing permitting, planning, and work order and service request activities.

3. On July 24, 2017, the City entered into its current software maintenance agreement with Edgesoft, which includes a five-year term running to July 2022 (Attachment "B").

4. On April 5, 2018, City staff met with representatives from Edgesoft to discuss the state of the AIMS software as well as practical features that could be configured and integrated into the existing software to enhance both its efficacy as an enterprise management tool for staff and its usefulness for citizens as a virtual planning and building counter to serve their development needs online.

ANALYSIS:

In response to staff's request, Edgesoft submitted a proposal to upgrade the AIMS software to the current version, assume hosting responsibilities from the City in order to move AIMS to cloud hosting via Amazon Web Services, and to configure and implement a Citizen Access Portal that enables customers to perform some planning and building counter activities online.

Under the proposal, the City would pay a one-time cost of $50,000 for these enhancements and increase the current monthly recurring maintenance cost from $1,458.33 to $2,080. The increased maintenance cost is primarily related to the additional hosting services provided by Edgesoft through Amazon Web Services. This would allow the City to remove the AIMS software from City servers and re-allocate those resources to other systems. The monthly recurring maintenance cost would remain in effect for the remainder of the term of the current software maintenance agreement running to July 2022.

Upgrading the City's enterprise land management software and creating an online citizen access portal supports City-wide Strategic Goal No. 5 for Fiscal Year 2017-2018 to increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service. Moving to the latest version of AIMS as well as providing an online citizen access portal helps move the City into a more modern customer service delivery model. A significant number of municipalities already provide their customers with some level of an online Planning and Building counter. With a smartphone, citizens will have the ability to interact with the City, including the Planning and Building counters, from the convenience of their own living rooms. As citizens are able to have their needs met online, this enables City staff to spend less time on routine counter tasks, thus freeing them for other critical tasks.

The scope of work for Edgesoft includes upgrading AIMS to the latest version of Edgesoft's enterprise land management system, which serves as the backbone of the City's AIMS. The latest software version of AIMS delivers faster and more powerful reporting capabilities, significantly improved user interface, and the ability to remotely access the secure web-based database more easily, thus improving the efficiency of staff field work out in the community. The latest version also includes a more powerful, more accurate smart search feature. AIMS hosting will now move from its existing server to a secure cloud server via Amazon Web Services. This move frees up existing staff time, space, and infrastructure to serve other critical purposes. The scope also includes configuration and integration with existing land management data, user acceptance testing, and staff training.

The scope of work also includes development and implementation of the online citizen access portal, which will provide customers the ability to perform a number of routine planning and building counter tasks online through a portal on the City's website. This provides citizens with greater convenience and frees them from having to submit requests and documents only during the hours when City Hall is open. The portal will enable citizens to pull simple permits and check the status of entitlements, and enable contractors to request and schedule inspections all online. Allowing these tasks to be conducted online would help streamline multiple steps in the development process. Edgesoft's scope includes configuration, customization, implementation, and staff training.

The ongoing recurring maintenance cost covers Edgesoft's ongoing maintenance service to staff as well as the hosting costs for servers. Having Edgesoft provide maintenance troubleshooting and technical fixes frees up City resources for other purposes.

BUDGET IMPACT:

Approval of the proposal from Edgesoft for the proposed scope of work has a one-time cost of $50,000. Additionally, the monthly recurring cost of $2,080 represents an increase of $621.66 from the current monthly AIMS maintenance cost.

To fund the one-time cost, $30,000 will come from current FY 2017-18 appropriated reserves (set aside for Economic Development activity) and the remaining $20,000 will be funded as an enhancement in FY 2018-19, pending approval of the Proposed FY 2018-19 Budget. The current year funding is available through appropriated reserves as this upgrade will greatly enhance the City's ability attract new business and development through a higher level of planning, building, and public works review and permitting.

The monthly recurring costs is funded by the AIMS surcharge assessed on entitlement applications. At current and forecasted levels of building activity, staff anticipates that AIMS surcharge revenue will fully recover the increased cost of monthly AIMS maintenance.

CONCLUSION:

It is staff's assessment that the updated AIMS and online citizen access portal serve to significantly increase operational efficiency and enhance customer service. As such, this action would support City-wide Strategic Goal No. 5 for FY 2017-2018 to increase the City's use of technology to work more efficiently, increase transparency for citizens and stakeholders, and provide enhanced customer service.

Hence, staff recommends that the City Council accept the pricing proposal from Edgesoft, for the AIMS Enterprise Land Management System Application and Online Citizen Access Portal, and authorize the City Manager to prepare and execute all related documents.

ATTACHMENTS:

A. Scope of work for Purchase Order with Edgesoft, Inc. for Enterprise Land Management System Application and Online Citizen Access Portal, dated April 16, 2018
B. Edgesoft, Inc. Software Maintenance Agreement, dated July 24, 2017

ATTACHMENT "A"

ENTERPRISE LAND MANAGEMENT SYSTEM (eLMS™)

Pricing Proposal eLMS Cloud

Submitted to: Timothy T.Hou,
Community Development Director

THE CITY OF SAN FERNANDO

City of San Fernando
117 MacNeil St,
San Fernando, CA 91340

April 16, 2018

EdgeSoft, Inc.

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Created by: Edgesoft Inc.
1600 Rosecrans Ave
Media Center 4th Floor
Manhattan Beach, CA 90266



TABLE OF CONTENTS

1 GENERAL AND ADMINISTRATIVE INFORMATION 3

1.1 OWNERSHIP AND NON-DISCLOSURE 3

1.2 AGREEMENT 3

1.3 GENERAL INFORMATION 3

2 EXECUTIVE SUMMARY 4

3 PRICING 5

3.1 AIMS APPLICATION 5

3.2 CITIZEN ACCESS PORTAL 5

3.3 ONE TIME DISCOUNTED COST 1

3.4 MONTHLY RECURRING COST 1



1 GENERAL AND ADMINISTRATIVE INFORMATION

1.1 OWNERSHIP AND NON-DISCLOSURE

Contents of this document are considered confidential, proprietary, and remain the property of **Edgesoft Inc**. The **City of San Fernando** may not disclose information to anyone who is not responsible for responding to this document and outside of the City of San Fernando, without the written permission from Edgesoft. Additionally, contents may not be reproduced, copied or re-sold to anyone, without the written permission from Edgesoft.

All reasonable precautions have been taken in the preparation of this document. Edgesoft assumes no responsibility for any errors or omissions. Edgesoft shall not be responsible for any direct, incidental or consequential damages arising from the use of any material contained in this document.

In no event will Edgesoft be held liable for any claim of damages, consequently or inconsequently, including without limitation, any business interruption, lost profits and/or incidental damages. Edgesoft's only liability is to perform services described herein for the fees proposed. No warranties are made, expressed or implied with regard to the services described herein.

1.2 AGREEMENT

An agreement resulting from this proposal will constitute the entire agreement between the parties and supersedes all prior agreements. The agreement shall not be modified or altered in any way except by written instrument duly executed by both parties.

1.3 GENERAL INFORMATION

The services provided through this document are specific to Edgesoft's technology solution hosted for the City of San Fernando. The City of San Fernando management and support staff can direct their questions to:

Name: Shan Sundar
Title: CEO
E-mail: ssundar@edgesoftinc.com
Office: (310) 321-7658
Cell: (310) 429-8781



2 EXECUTIVE SUMMARY

Edgesoft is pleased to present this pricing proposal to upgrade the existing AIIMS to

a) New version including the SMART Search
b) Move AIIMS to Amazon Cloud for the City of San Fernando
c) Export existing reports
d) Move the Data to the cloud
e) New simple permits online
f) New scheduling of inspections online
g) New permit check online
h) Training

We believe that the following benefits are applicable to the City of San Fernando:

- Web and mobile -based
- Hosted on eLMS Cloud. No support needed from IT Department.
- Extensive Reporting capabilities
- Workflow Automation
- Scalable, configurable, user-friendly technology
- SMART Search technology to solve most of the inquiry and reporting needs so the internal staff can focus on other things

3 PRICING

3.1 AIMS APPLICATION

Tasks / Deliverables	Cost
Back up SQL server and restore on Cloud	$ 39,850
AIMS Application - Fine tune	
AIMS Search -Land,Activity ,Project	
AIMS Search -Finance	
AIMS Search - Attachments	
AIMS - Search Report	
Testing	
Testing/UAT	
Training	
Total AIMS Application Cost	**$ 39,850**

3.2 CITIZEN ACCESS PORTAL

Tasks / Deliverables	Cost
Citizen access module	$ 32,000
1. Ability for Citizens to get simple permits via web 2. Ability for citizens and contractors to schedule inspections online 3. Ability for citizens to check the status of their permits	
Configuration , customization and implementation and Training	$28,500
Total Citizen Access Portal Cost	**$ 60,000**

Note: Edgesoft will give the citizen access module at 100% discount to the City of San Fernando. This is due to the Challenges faced in the past. The net cost for the citizen access module will be ***$28,500.***

Confidential Document

3.3 ONE TIME DISCOUNTED COST

Tasks / Deliverables	Cost
AIMS Application	$21,500
Citizen Access Portal	$28,500
Total One Time Cost	**$ 50,000**

Note: Total One one-time cost is to be paid in full with two instalments within 30 days of the agreed upon date.

3.4 MONTHLY RECURRING COST

Tasks / Deliverables	Cost
Software maint cost	$ 1,680
Hosting cost	$ 400
Total Monthly Cost	**$ 2,080**

ATTACHMENT "B"

EDGESOFT
SOFTWARE MAINTENANCE AGREEMENT

PARTIES:

LICENSOR:
Edgesoft, Inc.,
6133 Bristol Parkway
Suite 220
Culver City, CA 90230
Email: ssundar@edgesoftinc.com

LICENSEE:
City of San Fernando
117 MacNeil St.
San Fernando, CA 91340
Email: mdesantiago@sfcity.org

AGREEMENT:

Licensor has licensed its proprietary software products and programs to Licensee, and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Certain terms used in this Agreement have defined meanings, which are provided in Section 15, and in other sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.

2. **Term; Automatic Renewal; Termination; Opportunity to Cure.** The "Initial Term" of this Agreement shall be a period of five (5) years, consisting of five (5) twelve (12) month periods commencing upon the Effective Date. This Agreement shall automatically renew every year for a subsequent five year term (each a "Renewal Term"). Either party may give the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term. The Licensee is responsible for the five (5) year contracted amount. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within forty five (45) days of receiving written notice from

the other party identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation:

a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.

b. Licensee's creation or modification of data in a Edgesoft database, except through the licensed Edgesoft applications. (Exceptions shall only be with the express, written consent of Licensor).

c. Licensor's breach of the limited warranty provided in Section 11.

In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a Reconnection Fee pursuant to Section 8.

3. **Scope of Maintenance.** During the term of this Agreement, Licensor agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:

a. **Unlimited Support Services.** Licensor will supply a help desk line to answer questions and help resolve issues not related to error corrections as defined below.

b. **Error Correction.** Licensor will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Licensor. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

c. **Telephone/VPN Support.** The chosen hardware hosting provider will provide the Level 1 support to the Licensee. Application issues will be escalated to the Level 2 Edgesoft support team. Licensor shall maintain a telephone (9:00am - 6:00pm PST Monday through Thursdays and 9:00am - 5:00pm Fridays), excluding major national holidays. Licensee agrees to provide and maintain a means (such as VPN access) for Licensor to remotely access and maintain the Applications. Licensor reserves the right to bill hourly for maintenance in cases where other means of support outside those listed in this section have to be deployed by Licensor. Licensor agrees to notify Licensee in writing of any instance where it is apparent that excess maintenance support is being caused by

repeated operator error, or where a single operator error results in extensive Licensor time to resolve. In the event Licensee does not take steps deemed sufficient by Licensor to correct the problem, Licensor reserves the right to bill hourly for maintenance in cases of repeated operator error, or where a single operator error results in extensive Licensor time to resolve the problem.

d. **Changes in State and Federal Regulations.** Licensor will provide updates needed to conform to the state of California and federal regulations, including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.

e. **Service Packs.** Licensor may, from time to time, issue routine minor Releases of the Software, known as Service Packs, which contain Error Corrections and minor Enhancements to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of routine releases and updates by Licensor at Licensee's chosen site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.

f. **Discounts on Major Enhancement Releases.** Licensor may, from time to time, offer Major Enhancements to Licensee, generally for an additional charge. To the extent Licensor offers such Major Enhancements, it shall permit Licensee to obtain one copy of each Major Enhancement for each copy of the Software or Application being maintained under this Agreement at the discount then specified by Licensor.

4. **Exceptions.** The following matters are not covered by, and are outside the scope of, Basic Maintenance Services:

a. Onsite support services provided by employees or agents of Licensor;

b. Training, file and data conversion costs, and consulting services (whether onsite or offsite);

c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;

d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general

office software, and report builders (including the Progress Report Builder));

e. Onsite installation and management services for Upgrades or Major Enhancements;

f. Any training, consulting, implementation management services, and data conversion services, required on an individual Licensee basis for Upgrades or Major Enhancements (whether onsite or offsite);

g. Any set up, support for and maintenance of additional *production* databases (whether onsite or offsite);

h. Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;

i. New (additional) Product license and service fees.

5. **Cooperation of Licensee.** Licensee agrees to notify Licensor promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by Licensor, to submit to Licensor a listing of output and any other data that Licensor may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. Licensor shall treat any such data as confidential.

6. **Fees and Expenses.** The Initial Term "Maintenance Fees," as set forth on Attachment A, will be invoiced and payable as set forth on Attachment A, for Basic Maintenance Services. Maintenance Fees for each Renewal Term will be invoiced approximately ninety (90) days in advance of the commencement of each Renewal Term, but in any event payable upon commencement of the Renewal Term. Maintenance Fees will apply to support of the Software and to any modifications made thereto if those modifications require support and/or additional programming services during Upgrades. Initial Term Maintenance Fees, as defined in Attachment, the rate is eighteen percent (18%) for standard Applications and licensed products (meaning, those without Licensee-specific modifications, customizations or Enhancements), twenty-five percent (25%) for all non-standard Applications and licensed products (meaning, those including Licensee-specific modifications customizations or Enhancements), and twenty-five percent (25%) for all database manager Applications or licensed products. Maintenance Fees may not be increased by more than CPI % annually.

a. **Fees for Excluded Items.** Licensee agrees to pay fees for those items or services excluded from Basic Maintenance Services pursuant to Section 4, when and as the services are rendered and the expenses invoiced, provided, however, that no such additional fees or costs will be invoiced to Licensee without Licensee's prior written approval of the fees, costs,

and related work. Licensor shall provide supporting documentation for all expenses upon Licensee's request. Licensor reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances as applicable by California state law. Licensee is also responsible for sales or use taxes and state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. All fees paid hereunder are nonrefundable and will be forfeited in the event of termination or cancellation except as otherwise specifically provided herein.

7. **Work Orders.** Licensee may from time to time request from Licensor services, such as Software modifications or additional training. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a Purchase Order, with payment plans, equal to the estimated cost of the service.

8. **Billing**. All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent (1 $^{1/2}$%) per year from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 2, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.

9. **Use and Restrictions.** Error Corrections, Enhancements, Upgrades and New Product Releases (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.

. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 11.

11. **Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF TWELVE (12) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 2. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.

12. **Venue; Governing Law.** Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.

13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral

communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

15. Definitions.

a. **Terms Defined in License Agreement.** The following terms have that meaning assigned to them pursuant to the Software License Agreement executed by the parties in conjunction with this Agreement (the "License Agreement"): "Application;" "Cure;" "Error;" "Material;" "Specifications;" "Software;" and "User Materials."

b. **"Enhancement"** means a modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Licensor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Licensor's assessment of their value and of the function added to the Software or Application. "Major Enhancement" may be a substantial rewrite of an Application, similar to a New Product Release, or may be additional functionality benefiting only certain licensees rather than all licensees as a whole, and requiring those Enhancements to be packaged as a separate module.

c. **"Temporary Fix"** means an initial correction or "fix" to a problem in the Software prior to the release of an Error Correction.

d. **"Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into Material conformity with its published specifications, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

e. **"New Product Release"** means either the total rewrite of an Application or new version(s) of the Software (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Licensor's determination, based on Licensor's assessment of the New Product's value and of the function added to the Software or an Application.

f. **"Upgrade"** has substantially the same meaning as "Enhancement."

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

By:

Name: Shan Sundar

Signature:

Title: President/CEO

Date: 7/24, 2017

LICENSEE

By:

Name: Nick Kimball

Signature:

Title: Interim City Manager

Name: _____

Signature: _____

Title: _____

Name: _____

Signature: _____

Title: _____

Date: _____, 2017

ATTACHMENT A: SCHEDULE OF FEES

Attachment A contains the price quote issued to Licensee showing the applications and corresponding first year maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. Please note that these fees are for one full year. By signing the Attachment A, Licensee is agreeing to this Schedule of Fees.

EdgeSoft, Inc.

Annual Maintenance Costs for City of San Fernando, California

Application/Products	Year Maintenance
eLMS Core Framework, Building Permit and Inspection, Planning and Planner Update, Code Enforcement, Business License, RFS and PW permitting	$17,500
Total	$17,500

The Maintenance agreement payment will be due and payable on July 1, 2017. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.

This agreement is an introductory hosting price for the City of San Fernando and will be revisited after the contract term.

13

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Yazdan T. Emrani, P.E., Director of Public Works /City Engineer

Date: June 18, 2018

Subject: Consideration of Fiscal Year 2018-2019 Landscaping and Lighting Assessment District Public Hearing and Confirmation of Assessment

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing by following the attached Order of Procedure (Attachment "A");

b. Adopt Resolution No. 7862 (Attachment "B") ordering the continued maintenance of the City's streetlights and confirming the annual assessment; and

c. Adopt Resolution No. 7863 (Attachment "C") approving the Final Engineer's Report for the Fiscal Year (FY) 2018-2019 Landscaping and Lighting Assessment District (LLAD).

BACKGROUND:

1. On February 5, 2018, the City Council adopted Resolution No. 7834 to initiate the annual District levy proceedings and order the preparation of the Engineer's Report for the FY 2018-2019. Assessments under the LLAD are to be used for street lighting purposes only.

2. On May 21, 2018, the City Council adopted Resolution No. 7854 approving the Engineer's Report for the FY 2018-2019 LLAD.

3. On May 21, 2018, the City Council adopted Resolution No. 7855 declaring the City Council's intention to order the annual assessments for FY 2018-2019 LLAD and setting a Public Hearing date for June 18, 2018.

REVIEW: ☒ Finance Department ☒ Deputy City Manager ☒ City Manager

ANALYSIS:

Staff has prepared the formal "Order of Procedure" for the Public Hearing. At the conclusion of the Public Hearing, the City Council may adopt the attached Resolutions ordering the continued maintenance of certain streetlights and confirming the annual assessments.

If adopted, the Resolution (confirming the assessments) authorizes staff to proceed with further review for accuracy including a final review of the parcel exception list, which is a compilation of all the parcel numbering and name changes occurring between last year and this year. The Resolution also authorizes staff to instruct the engineering consultant to send the final electronic file and hardcopy database with all the appropriate information to the County Assessor's Office. This must be done by August 31, 2018, so that the assessment can be included in the upcoming property tax bills.

The legally required 10-day notification for the Public Hearing has been published in *The San Fernando Valley Sun* and proof of publication is on file in the office of the City Engineer. Once the City Council adopts the Resolution confirming the assessments, staff may proceed with finalizing the FY 2018-2019 LLAD.

BUDGET IMPACT:

Per the Engineer's Report, the total LLAD operations and maintenance costs for FY 2018-2019 are estimated at $412,992. The proposed LLAD levy is estimated to be $331,181 and represents the maximum assessment rates as approved by property owners in 2003.

Consequently, the General Fund must provide a subsidy to the LLAD to cover the shortfall of $81,810. The cost of the LLAD is driven primarily by energy and maintenance costs. The City is in the queue to have all Southern California Edison owned streetlights converted from High Pressure Sodium to Light Emitting Diode (LED) technology later in FY 2018-2019. Over the long term, this should serve to reduce LLAD costs.

CONCLUSION:

The Engineer's Report prepared by Willdan Financial Services for FY 2018-2019 is acceptable to City staff, and it is therefore recommended that the City Council adopt the Resolution ordering the continued maintenance of the City's streetlights and confirming the annual assessment.

The Engineer's Report and Summary Listings (parcel number, address, and assessment amounts) are on file with the City Engineer for public review. The projected revenues and

expenditures are also summarized in the Engineer's Report and the appropriate budget amounts have been incorporated into the preliminary FY 2018-2019 budget.

ATTACHMENTS:

A. Public Hearing Order of Procedure
B. Resolution No. 7862
C. Resolution No. 7863

ATTACHMENT "A"

CITY OF SAN FERNANDO
LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT
DATE OF PUBLIC HEARING – JUNE 18, 2018

ORDER OF PROCEDURE

CITY CLERK	Announce that this is the time and place for the hearing of protests, objections or comments to the levy of assessments for Fiscal Year 2018-2019 for the City of San Fernando Landscaping and Lighting Assessment District.
CITY CLERK	Announce that notice of this Hearing has been given pursuant to the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California, and that the "Affidavit of Publication" is on file in the City Clerk's office.
MAYOR AND COUNCIL	Motion to receive and file the affidavit.
ENGINEER	Presentation of Engineer's Report and explanation as to method of assessment for the annual levy.
CITY CLERK	Announce the number of written protests received, if any, then announce that copies have been delivered to each member of the City Council, OR Summarize the contents thereof.
MAYOR	First ask to hear from those who have filed a written protest. Next ask to hear from those who wish to speak against the proceedings. Then ask to hear from anyone who wishes to speak in favor of the proceedings.

OPPORTUNITY FOR REBUTTAL.

MAYOR AND COUNCIL	Discussion.
MAYOR AND COUNCIL	Declare the Public Hearing CLOSED.
MAYOR AND COUNCIL	By Motion, rule on all protests.
MAYOR AND COUNCIL	Adopt the RESOLUTION ORDERING ASSESSMENTS.

ATTACHMENT "B"

RESOLUTION NO. 7862

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ORDERING THE CONTINUED MAINTENANCE OF CERTAIN STREETLIGHTS IN THE CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT AND CONFIRMING AN ANNUAL ASSESSMENT FOR FISCAL YEAR 2018-2019

WHEREAS, this City Council has previously ordered the formation of a district pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the Streets and Highways Code of the State of California known and designated as the CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT (hereinafter referred to as the "District"); and

WHEREAS, this City Council has initiated proceedings to levy an annual assessment within the District for the 2018-2019 Fiscal Year and ordered the preparation of an Engineer's Report in connection therewith, and the City Engineer has prepared and filed with the City Clerk an Engineer's Report adopted as Resolution No. 7854 pursuant to law for its consideration. Subsequently thereto this City Council did approve said report and adopt its Resolution of Intention to Levy and Collect Assessments within the City of San Fernando Landscaping and Lighting Assessment District and to carry on all other proceedings necessary for the levy of annual assessment for the District, and further, did proceed to give notice of the time and place for a Public Hearing on the question of the levy of the proposed assessment; and

WHEREAS, at this time this City Council has heard all testimony and evidence and is desirous of proceeding with the levy of annual assessments for said District.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDERS AS FOLLOWS:

SECTION 1: That the above recitals are all true and correct.

SECTION 2: That based upon its review of the Engineer's Report and other reports and information, the City Council hereby finds and determines that the land within the District will be benefited by the improvement described in the Report and that the net amount to be assessed upon the land within the District for Fiscal Year 2018-2019, in accordance with the Report, is apportioned by formula and method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

SECTION 3: That this City Council hereby orders the maintenance work be performed as set forth in the Engineer's Report and hereby orders the levy of an annual assessment for Fiscal Year 2018-2019 as shown, set forth, and described in the Report.

SECTION 4: That the diagram and assessment as set forth and contained in said Report are hereby confirmed and adopted by this City Council.

SECTION 5: That the adoption of this Resolution constitutes the levy of the assessment for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019.

SECTION 6: That the Cost Estimates, the Diagram of the District, the assessments, and all other matters as set forth in the Engineer's Report pursuant to said "Landscaping and Lighting Act of 1972," as submitted, are hereby approved and adopted by the City Council and hereby confirmed.

SECTION 7: That the works of improvement and maintenance contemplated by the Resolution of Intention shall be performed pursuant to law, and the County Auditor shall enter on the County Assessment Roll the amount of the assessment, and said assessment shall then be collected.

After collection by said County, the net amount of the assessment shall be paid to the City Treasurer of the City.

SECTION 8: That the City Treasurer has established a special fund known as the "CITY OF SAN FERNANDO LANDSCAPING AND LIGHTING ASSESSMENT DISTRICT FUND" into which the City Treasurer shall place all monies collected by the Tax Collector pursuant to the provisions of this Resolution and law, and said transfer shall be made and accomplished as soon as said monies have been made available to said City Treasurer.

SECTION 9: That the City Clerk is hereby ordered and directed to file a certified copy of the diagram and assessment roll with the County Auditor, together with a certified copy of this Resolution upon its adoption.

SECTION 10: That a certified copy of the assessment and diagram shall be filed in the Office of the City Engineer, with a duplicate copy on file in the Office of the City Clerk and open for public inspection.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council on the 18th day of June, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

ATTACHMENT "C"

RESOLUTION NO. 7863

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, APPROVING THE FINAL ENGINEER'S REPORT FOR FISCAL YEAR 2018-2019

WHEREAS, the City Council, pursuant to the provisions of *Part 2 of Division 15 of the California Streets and Highways Code,* did by previous Resolution order the Engineer, Willdan, to prepare and file a report in accordance with *Article 4 of Chapter 1 of Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22565,* in connection with the levy and collection of assessments for the San Fernando Landscaping and Lighting Assessment District (hereafter referred to as the District) for the Fiscal Year commencing July 1, 2018 and ending June 30, 2019; and,

WHEREAS, The Engineer has prepared and filed with the City Clerk of the City of San Fernando and the City Clerk has presented to the City Council such report entitled "Engineer's Annual Levy Report, San Fernando Landscaping and Lighting Assessment District, Fiscal Year 2018-2019" (hereafter referred to as the Report); and,

WHEREAS, The City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and finds that the levy has been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1: The above recitals are all true and correct.

SECTION 2: The Report as presented, consists of the following:

a) A Description of the District and Improvements.

b) The Annual Budget (Costs and Expenses of Services, Operations and Maintenance)

c) A Description of the Method of Apportionment resulting in an Assessment Rate per Levy Unit within said District for Fiscal Year 2018-2019.

SECTION 3: The Report as presented, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 4: The City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation and final approval of the Report.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

_____
Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 18th day of June, 2018 by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

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14

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Nick Kimball, Deputy City Manager/Director of Finance

Date: June 18, 2018

Subject: Consideration to Adopt a Resolution Approving the Fiscal Year 2018-2019 City Budget

RECOMMENDATION:

It is recommended that the City Council:

a. Conduct a Public Hearing;

b. Review and discuss the Fiscal Year (FY) 2018-2019 Proposed Budget; and

c. Adopt Resolution No. 7869 (Attachment "A") approving the Fiscal Year 2018-2019 Budget, subject to such modifications or amendments as may be stated by the City Council in its motion to approve the Resolution.

BACKGROUND:

1. On March 5, 2018, the City Council received a presentation of the FY 2016-2017 final audited financials, FY 2017-2018 Mid-year Budget update, and FY 2018-2019 Budget Outlook. This marked the kick-off of the FY 2018-2019 Budget season.

2. During the months of March and April 2018, the City Manager and Director of Finance met with each Department to develop the FY 2018-2019 Proposed Budget, which includes revenues and expenditures for the General Fund, Enterprise Funds, and all Special Revenue Funds.

3. On April 2, 2018, staff presented the prior years' City-wide Strategic Goals and City Council Priorities to the City Council and discussed the work program for FY 2018-2019.

4. On May 17, 2018, staff issued the FY 2018-2019 Proposed Budget to the City Council and posted it on the City's website: http://ci.san-fernando.ca.us/our-city/finance/financial-documents/

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

5. On May 29, 2018, the City Council held Budget Study Session No. 1 to present an overview of the FY 2018-2019 Proposed Budget, review and discuss the operating budget for each Department, and review and discuss the capital improvement program for FY 2018-2019.

6. On June 4, 2018, the City Council held Budget Study Session No. 2 to provide follow up information requested during Budget Study Session No. 1.

7. Pursuant to Section 2-647 of the City of San Fernando City Code, a Notice of Public Hearing was published in an adjudicated newspaper of general circulation published in the City (*San Fernando Valley Sun Newspaper*) on May 31, 2018 and June 7, 2018 to notify interested parties of the Public Hearing to adopt the FY 2018-2019 Budget on June 18, 2018.

ANALYSIS:

The FY 2018-2019 Proposed Budget is considered a Maintenance of Effort budget, which means it is based on providing the same level of service as FY 2017-2018. Departments were asked to continue to hold the line and develop their FY 2018-2019 operating budget requests assuming the same amount of funding as the current year. The Proposed Budget, includes $151,675 in ongoing General Fund enhancements, which are offset by increased ongoing revenue, and $172,500 in one-time General Fund enhancements.

After reviewing the budget with the City Council during two previous Budget Study Sessions, there are no changes to the Proposed Budget at this time, which is reflected in Attachment "A" Exhibit "1." The total Proposed City Budget for all funds is approximately $42.4 million, including the proposed General Fund budget of $19. 3 million.

<u>Budget Adoption Resolution</u>
Attachment "A" is the Budget Resolution, which includes a number of items that give staff authority to execute routine budget related items without requiring additional City Council action, including the authority to:

- Update the Department work programs based on direction received from City Council at the Budget Study Session.

- Carry over and re-budget encumbered operational accounts and unexpended account balances for Capital Improvement Projects from FY 2016-2017 to FY 2017-2018 with the approval of the City Manager.

- Transfer appropriations within departmental budgets (e.g., from one division to another within the same department) with the approval of the City Manager, provided it does not result in a net increase to the department's total appropriation.

- Increase revenue and expenditure appropriations provided the adjustment to revenues equals or exceeds the adjustment to expenditures. These types of adjustments typically occur during the year for items such as grants, services that are fully reimbursed by applicants, and tax audits that are conducted on a contingency basis.

- Open Blanket Purchase Orders for the purchase of routine goods and services provided the cost does not exceed the budget adopted by City Council.

BUDGET IMPACT:

Adoption of the FY 2018-2019 Budget sets the City's legal expenditure limit and provides a long-term plan to achieve the City's strategic goals. In accordance with the City's Budget Policy, the FY 2018-2019 General Fund Budget represents a balanced budget with revenues of $19.5 million and expenditures of $19.33 million. The total Proposed Budget, inclusive of the General Fund, is $42.4 million.

CONCLUSION:

The objective of the FY 2018-2019 Proposed Budget is three-fold: 1) address the operating budget deficit; 2) reduce the General Fund deficit fund balance; and 3) fund critical one-time needs to upgrade the City's infrastructure. With Measure A expiring in two (2) years, staff's focus is to reduce the General Fund's annual operating deficit and deficit fund balance as quickly as possible while balancing the need for critical infrastructure upgrades to the City's technology, streets, sewer system, and water system.

ATTACHMENTS:

A. Resolution No. 7869 w/ Exhibits:
    1. Adjustments to the Proposed Budget
    2. Summary of Revenues by Fund
    3. Summary of Appropriations by Fund – By Type
    4. Summary of General Fund Revenues by Type
    5. Summary of General Fund Appropriations by Division – By Type
    6. FY 2018-2019 Capital Improvement Program
    7. Summary of Blanket Purchase Orders

ATTACHMENT "A"

RESOLUTION NO. 7869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, ADOPTING A BUDGET FOR THE FISCAL YEAR 2018-2019 AND ESTABLISHING ESTIMATED REVENUES AND APPROPRIATIONS AS DESCRIBED HEREIN

WHEREAS, the City Council has received and considered a proposed budget for Fiscal Year 2018-2019, commencing July 1, 2018, and ending June 30, 2019; and

WHEREAS, the City Council has reviewed and modified the proposed budget and conducted a Public Hearing on the budget on June 18, 2018; and

WHEREAS, the City Council has determined that it is necessary for the efficient management of the City that certain sums raised from revenues, transfers, and reserves of the City be appropriated to the various departments, offices, agencies and activities of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:

Section 1: An annual budget for the City of San Fernando for the fiscal year beginning July 1, 2018 and ending June 30, 2019, a copy of which is on file in the City Clerk's Office (the "Annual Budget"), is hereby adopted; that Annual Budget being the proposed budget, as amended, modified and corrected in open study sessions before the City Council.

Section 2: The sums of money set forth in the Annual Budget are hereby appropriated from the revenues and the reserves of the City of San Fernando to the respective funds and accounts therein set forth for expenditure during Fiscal Year 2018-2019 for each of the several objects of Salaries and Wages, Operations and Maintenance, Capital Outlay and Public Improvements.

Section 3: The sums of money set forth in Exhibits "1", "2", "3", "4", "5", "6" and "7" are hereby appropriated to the following named departments, offices, agencies and activities of the City for expenditures during Fiscal Year 2018-2019 as shown in Exhibits "1", "2", "3", "4", "5", "6" and "7"

Section 4: Work programs in the published adopted budget shall be revised to reflect necessary updates and direction from the City Council on May 29, 2018, June 4, 2018, and June 18, 2018.

Section 5: Account balances that are encumbered as of June 30, 2018 may be carried over and re-budgeted in the fiscal year 2018-2019 budget with the approval of the City Manager or his/her designee.

Section 6: The unexpended account balances, as of June 30, 2018, for Capital expenditures, capital grants, and Capital Improvement Projects may be carried over and re-budgeted in the fiscal year 2018-2019 budget with the approval of the City Manager or his/her designee, provided it does not exceed the prior year adjusted budget.

Section 7: Appropriation transfers may be made within departmental budgets from one functional category to another or from one division or section to another with the approval of the City Manager or his/her designee, provided there is no net increase in the department's total appropriation.

Section 8: Appropriation transfers to cover retirement/termination related leave payoffs may be made from the non-departmental contingency account to accounts within the budget categories of the various departments, divisions and offices with the approval of the City Manager or his/her designee.

Section 9: The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs incurred in connection with tax audits that are incurred on a contingency fee basis, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

Section 10: The City Manager or his/her designee is authorized to increase revenues and appropriations to cover contract costs such as reimbursable planning services, recreation enrichment classes, youth sports programs or other services that will be reimbursed by an applicant, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

Section 11: The City Manager or his/her designee is authorized to increase revenues and appropriations for all grant funded programs and projects, provided the adjustment to revenues equals or exceeds the adjustment to appropriations.

Section 12: The Purchasing Officer is authorized hereunder to proceed with purchases of goods and services under Blanket Purchase Orders for vendors identified in Exhibit "7" provided the total cost for goods and services does not exceed the "not-to-exceed" amount for each vendor. The Purchasing Officer is authorized to increase each Blanket Purchase Order identified in Exhibit "7" in an amount not-to-exceed the Purchasing Officer's purchasing authority of $25,000 per Blanket Purchase Order.

Section 13: No such carry overs or transfers authorized pursuant to the foregoing paragraphs shall be construed as establishing additional regular positions without prior approval of the City Council.

PASSED, APPROVED, AND ADOPTED this 18th day of June, 2018.

_____

Sylvia Ballin, Mayor

ATTEST:

_____
Elena G. Chávez, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF SAN FERNANDO)

I HEREBY CERTIFY that the foregoing Resolution was approved and adopted at a regular meeting of the City Council held on the 18th day of June, 2018, by the following vote to wit:

AYES:

NOES:

ABSENT:

_____
Elena G. Chávez, City Clerk

City of San Fernando **EXHIBIT "1"**
Adjustments to Proposed Budget
Fiscal Year 2018-2019

001 - GENERAL FUND

Beginning Fund Balance:			**(1,351,716)**
Proposed Revenue Total			**19,519,280**
Account - Description	*Proposed Estimate*	*Revised Estimate*	*Change*
N/A	-	-	-
Total Revenue Adjustments	-	-	-
Revised Revenue Total			**19,519,280**

Proposed Expenditure Total			**19,343,226**
Account - Description	*Proposed Appropriation*	*Revised Appropriation*	*Difference*
N/A	-	-	-
Total Expenditure Adjustments	-	-	-
Revised Expenditure Total			**19,343,226**
Operating Surplus(Deficit)			**176,054**
Ending Fund Balance:			**(1,175,662)**

EXHIBIT "2"

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF REVENUES BY FUND
FISCAL YEAR 2018-2019

	Governmental Funds	2019 Projected
001	General Fund	19,519,280
	Total Governmental Funds	**19,519,280**

	Special Funds	2019 Projected
002	SLESF	110,000
007	Proposition A	505,758
008	Proposition C	398,032
009	Proposition C - Discretionary	-
010	Capital Grants	-
011	State Gas Tax	622,947
012	Measure R	306,655
013	Traffic Safety	10,000
014	Cash In-Lieu of Parking	-
015	Local Transportation	16,610
016	AQMD	30,000
017	Recreation Self Sustaining	168,634
018	Retirement	4,760,268
019	Quimby Act	-
020	State Asset Seizure	-
021	Federal Asset Seizure	-
022	STPL	-
024	Measure M	337,092
025	Road Maintenance and Rehab	406,616
026	CDBG	225,370
027	Street Lighting	377,250
029	Parking and Maintenance Operations	199,800
032	Capital Outlay	-
050	Pavement Fund	-
053	Community Investment Fund	10,000
101	AB109 Task Force Fund	-
103	Gridley Elementary Grant Fund	-
104	Morningside Elementary Grant	-
105	HUD - EDI Wayfinding Grant	-
107	State Farm Grant	-
108	California Arts Council	-
109	National Endowment for the Arts	-
111	DUI Avoid Campaign	-
112	Alliance for CA Traditional Arts	-
113	MTA TOD Planning Grant	-
115	Elderly Nutrition Program Income	-
118	Housing Related Parks (HRP) Program	-
119	Office of Traffic Safety	51,483
120	Alcohol Beverage Control Grant	-
	Total Special Funds	**8,536,515**

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF REVENUES BY FUND
FISCAL YEAR 2018-2019

	Proprietary Funds	2019 Projected
006	Self Insurance	1,850,000
041	Equipment Maint/Replacement	837,758
043	Facility Maintenance	1,420,000
070	Water	4,297,000
072	Sewer	3,445,000
073	Refuse	-
074	Compressed Natural Gas	140,000
	Total Proprietary Funds	**11,989,758**
	Total Citywide Revenues	**40,045,553**

EXHIBIT "3"

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2018-2019

The total budget for Governmental, Special and Proprietary Funds. This summary provides an overview of each fund's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	Governmental Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
001	General Fund	11,170,495	5,398,000	477,000	2,297,731	19,343,226
Total General Fund		**11,170,495**	**5,398,000**	**477,000**	**2,297,731**	**19,343,226**

	Special Funds	Personnel	Operating	Capital Expenses	Transfers Out	Total Budget
002	SLESF	-	-	-	125,000	125,000
007	Proposition A	27,543	478,215	-	-	505,758
008	Proposition C	65,598	168,026	325,000	-	558,624
	Proposition C - Discretionary	-	-	-	-	-
010	Capital Grants	-	-	-	-	-
011	State Gas Tax	-	269,054	175,000	254,642	698,696
012	Measure R	-	180,000	225,000	-	405,000
013	Traffic Safety	-	-	-	10,000	10,000
014	Cash In-Lieu of Parking	-	-	-	-	-
015	Local Transportation	-	-	16,611	-	16,611
016	AQMD	-	-	50,000	-	50,000
017	Recreation Self Sustaining	74,578	83,500	-	-	158,078
018	Retirement	3,930,849	454,564	-	-	4,385,413
019	Quimby Act	-	-	-	-	-
020	State Asset Seizure	-	-	-	-	-
021	Federal Asset Seizure	-	-	-	-	-
022	STPL	-	-	-	-	-
024	Measure M	-	-	250,000	-	250,000
025	Road Maintenance and Rehab Act	-	-	406,616	-	406,616
026	CDBG	-	-	225,370	-	225,370
027	Street Lighting	127,777	281,467	-	-	409,244
029	Parking and Maintenance Operatic	85,823	133,682	-	-	219,505
032	Capital Outlay Fund	-	-	-	-	-
050	Pavement Fund	-	-	13,300	-	13,300
053	Community Investment Fund	-	10,000	-	-	10,000
101	AB109 Task Force Fund	-	-	-	-	-
103	Gridley Elementary Grant Fund	-	-	-	-	-
104	Morningside Elementary Grant	-	-	-	-	-
108	California Arts Council	-	-	-	-	-
109	National Endowment for the Arts	-	-	-	-	-
112	Alliance for CA Tradition Arts	-	-	-	-	-
113	MTA TOD Planning Grant	-	-	-	-	-
115	Elderly Nutrition Program	-	-	-	-	-
118	Housing Related Parks (HRP)	-	-	-	-	-
119	Office of Comm. Oriented Policing	51,483	-	-	-	51,483
120	Alcohol Beverage Control Grant	-	-	-	-	-
	Total Special Funds	**4,363,651**	**2,058,508**	**1,686,897**	**389,642**	**8,498,698**

CITY OF SAN FERNANDO
GOVERNMENTAL, SPECIAL AND PROPRIETARY FUNDS
SUMMARY OF APPROPRIATIONS BY FUND - BY TYPE
FISCAL YEAR 2018-2019

	Proprietary Funds	Personnel	Operating	Capital Expenses	Internal Svs. Chrg.	Total Budget
006	Self Insurance Fund	-	1,850,000	-	-	1,850,000
041	Equipment Maint/Replacement	299,466	275,000	40,000	80,380	694,846
043	Facility Maintenance	583,531	715,500	-	120,177	1,419,208
070	Water	1,248,932	1,589,072	2,219,000	435,853	5,492,857
072	Sewer	880,580	2,164,514	1,663,959	253,526	4,962,579
073	Refuse	-	-	-	-	-
074	Compressed Natural Gas	-	144,000	17,000	-	161,000
	Total Proprietary Funds	**3,012,509**	**6,738,086**	**3,939,959**	**889,937**	**14,580,491**

Total Citywide Expenditures	**$ 18,546,655**	**$ 14,194,594**	**$ 6,103,856**	**$ 3,577,309**	**$ 42,422,414**

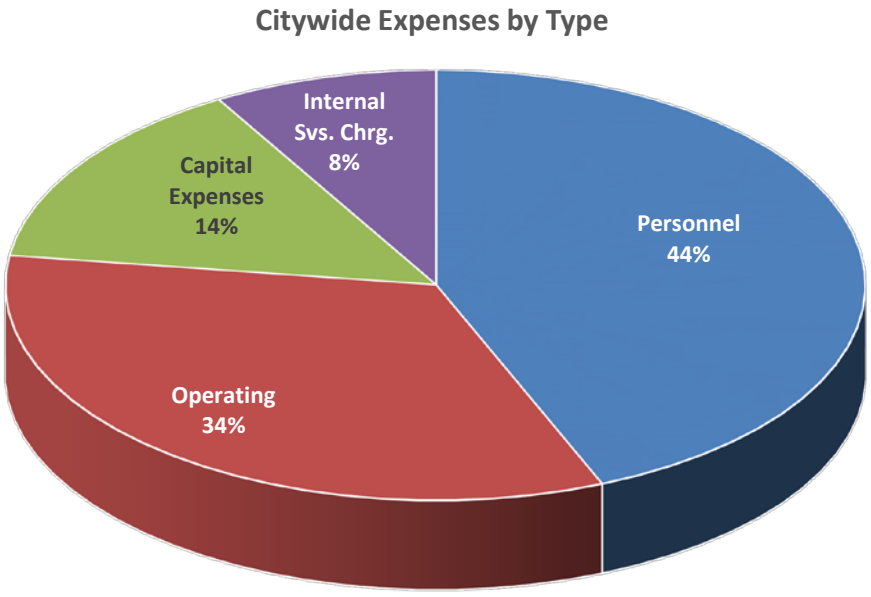


EXHIBIT "4"

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF REVENUE BY TYPE
FISCAL YEAR 2018-2019

General Fund Revenue	2019 Projected
Property Taxes	2,450,000
Sales and Other Taxes	10,320,000
Licenses and Permits	273,000
Fines and Forfeitures	607,800
Interest & Rental Income	265,000
From Other Agencies	2,499,882
Charges for Service	2,176,456
Miscellaneous Revenue	50,000
Other Revenue	877,142
Total Revenue	**19,519,280**

EXHIBIT "5"

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2018-2019

The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

	ADMINISTRATION	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-101	City Council	121,048	39,500	-	20,161	180,709
01-105	Administration	335,702	22,050	-	45,810	403,562
01-106	Personnel	295,022	43,905	-	51,263	390,190
01-110	City Attorney	-	250,000	-	-	250,000
01-112	Labor Attorney	-	100,000	-	-	100,000
01-500	Fire Services - Contract	-	3,000,000	-	-	3,000,000
	Total Administration Department	**751,772**	**3,455,455**	**-**	**117,234**	**4,324,461**

	CITY CLERK	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-115	City Clerk	194,879	31,285	-	31,022	257,186
01-116	Elections	1,000	39,000	-	-	40,000
	Total City Clerk Department	**195,879**	**70,285**	**-**	**31,022**	**297,186**

	FINANCE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-130	Finance Administration	491,994	142,150	-	81,101	715,245
01-131	Treasury	97,045	1,715	-	26,592	125,352
01-135	Information Technology	-	412,950	45,000	-	457,950
01-180	Retirement Health Premiums	925,000	-	-	-	925,000
01-190	Non-Departmental	85,000	323,600	380,000	-	788,600
	Total Finance Department	**1,599,039**	**880,415**	**425,000**	**107,692**	**3,012,146**

	COMMUNITY DEVELOPMENT	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-140	Building and Safety	152,328	9,710	-	31,793	193,831
01-150	Planning/Administration	338,008	64,995	-	39,414	442,417
01-152	Community Preservation	284,115	48,895	-	114,927	447,937
	Total Community Development	**774,451**	**123,600**	**-**	**186,133**	**1,084,184**

	POLICE	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-222	Police Admin	727,543	210,250	-	147,860	1,085,653
01-224	Detectives	883,519	19,615	-	229,588	1,132,722
01-225	Patrol	4,504,897	68,700	52,000	942,244	5,567,841
01-226	Reserves/Explorers	50,000	12,000	-	11,872	73,872
01-230	Community Service	226,325	400	-	33,905	260,630
01-250	Emergency Services	-	5,000	-	-	5,000
	Total Police Department	**6,392,284**	**315,965**	**52,000**	**1,365,468**	**8,125,717**

CITY OF SAN FERNANDO
GENERAL FUND
SUMMARY OF APPROPRIATIONS BY DIVISION - BY TYPE
FISCAL YEAR 2018-2019

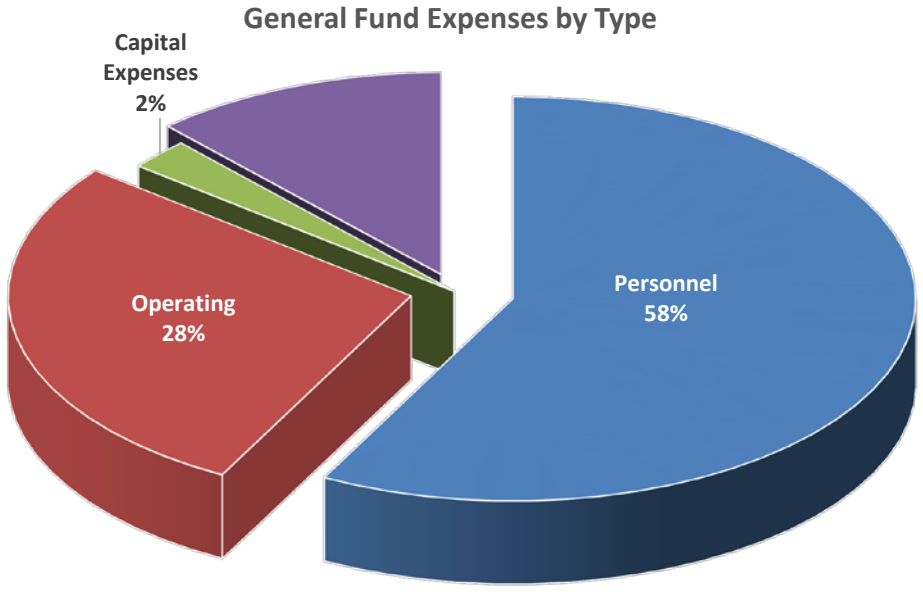
The total budget for each General Fund division, by department. This summary provides an overview of each division's budget in each of the four main categories: Personnel, Maintenance and Operating Expenses (M & O), Capital/Transfers, and Internal Service Charges.

PUBLIC WORKS*	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-310 PW Administration	394,465	193,930	-	57,094	645,489
01-311 Street Maintenance	66,293	117,550	-	70,799	254,642
01-341 Mall Maintenance	-	11,300	-	-	11,300
01-343 Street Sweeping	-	27,600	-	-	27,600
01-346 Streets, Trees, & Parkways	29,860	10,000	-	54,944	94,804
01-370 Traffic Safety	68,205	32,500	-	44,765	145,470
01-371 Traffic Signals	-	30,500	-	-	30,500
Total Public Works	**558,823**	**423,380**	**-**	**227,601**	**1,209,804**

RECREATION & COMM SERVICES	Personnel	Operating	Capital Expenses	Internal Svc. Chrg.	Total Budget
01-420 Administration	334,455	58,300	-	76,028	468,783
01-422 Community Services	127,056	8,000	-	30,311	165,367
01-423 Recreation	341,040	6,000	-	137,567	484,607
01-424 Cultural Arts and Special Events	95,696	56,600	-	18,674	170,970
Total Recreation & Comm Services	**898,247**	**128,900**	**-**	**262,581**	**1,289,727**

TOTAL GENERAL FUND	**$ 11,170,495**	**$ 5,398,000**	**$ 477,000**	**$ 2,297,731**	**$ 19,343,226**

*Excludes Special Revenue and Enterprise Funded expenditures.



THE CITY OF SAN FERNANDO

EXHIBIT "6"

Capital Improvement Program Fiscal Year 2018-2019

Capital Improvement Program
Existing Project Status

Project Number	Category	Project Name	Status
TBD	Traffic Signal Improvements	HSIP Cycle 8 Traffic Signal Improvements	Identifying Schedule Est. Completion: TBD
TBD	Parking Lot Improvements	Parking Lots Re-Surfacing Project	Ongoing
0159	Street and Sidewalk Improvements	San Fernando Road Resurfacing Project - CDBG	In Design Est. Completion: June 2019
0510	Traffic Signal Improvements	Citywide Traffic Signal Synchronization Project	Preparing RFP Est. Completion: June 2022
0551	Traffic and Pedestrian Safety	Pacoima Wash Bikeway Project	In Design Est. Completion: Oct. 2019
0552 0553	Traffic and Pedestrian Safety	Safe Routes to School Project-Cycles 1 and 2	In Design Est. Completion: April 2019
0560	Street and Sidewalk Improvements	Annual Street Resurfacing Project	RFP Process Est. Completion: Feb 2019
0763	Facility Improvements	San Fernando Recreation Park Infiltration System Project	In Design Est. Completion: Jan 2019
3661	Facility Improvements	Compressed Natural Gas (CNG) Fueling Station Improvements	Under Construction Est. Completion: July 2018
3699	Facility Improvements	Electric Vehicle Charging Stations	Complete
6673	Street and Sidewalk Improvements	Glenoaks Blvd Resurfacing Project	In Design Est. Completion: Feb 2020
6676	Street and Sidewalk Improvements	Truman Street Revitalization Project	Complete
TBD/0635	Water Improvements	Water Related Projects	Ongoing
TBD/6673	Sewer Improvements	Sewer Related Projects	Ongoing

Title: HSIP Cycle 8 Traffic Signal Improvements
Category: Traffic Signal Improvements
Project: TBD

SOURCES		
Fund	**Account Number**	**Allocation**
HSIP Grant		$ 1,096,000
		$
Total Sources:		**$**

USES		
Activity	**Account Number**	**Cost**
Design		$ 65,600
Construction Engineering		$ 93,700
Construction		$ 936,700
Project Administration		$
		$
Expenditures-to-Date (if applicable)		
Total Uses		**$ 1,096,000**

ACTIVITY	START	DURATION	MONTH J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		**210 Days**												
Design Period	TBD	72 Days												
Specs & Bidding	TBD	140 Days												
Construction Period	TBD	240 Days												

Project Description:

The project includes the installation of larger signal heads, additional street lighting and protected left turn signal phases where left turns currently exist and all appurtenant work necessary to have a fully functional system. A total of nine intersection form part of this project. The intersections include: First Street at Hubbard Avenue; First Street at N Maclay Avenue; San Fernando Road at N Brand Boulevard; San Fernando Road at N Maclay Avenue; San Fernando Road at Hubbard Avenue; Truman Street at Wolfkskill Street; Truman Street at N Brand Boulevard; Truman Street at N Maclay Avenue and Truman Street at Hubbard Avenue.

Requires City Council action to accept the grant award and appropriate the funds.

Title: Parking Lot Improvements
Category: Parking Lot Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Parking Meter Revenue- Streets	029-3850-0000	$ 88,300	$
Pavement Management	050-3800-0000	$ 13,300	$
Total Sources:		**$ 101,600**	**$**

USES			
Activity	**Account Number**	**Cost**	
Re-paving of City Owned Parking Lots	029/050	$ 101,600	$
Total Uses		**$ 101,600**	**$**

ACTIVITY	START	DURATION	J	A	S	J	F	M	A	M	J
Project Duration		**60 Days**									
Procurement Process	TBD	30 Days									
Construction	TBD	30 Days									

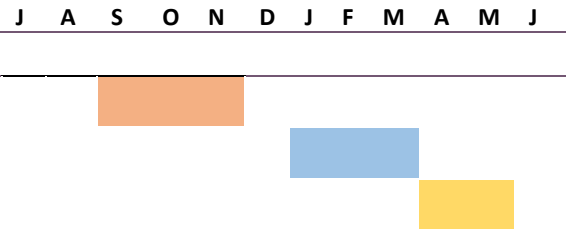
Project Description:
Re-surfacing of City owned parking lots.

Title: San Fernando Road Resurfacing Project - CDBG
Category: Street and Sidewalk Improvements
Project: 0159

SOURCES		
Fund	**Account Number**	**Allocation**
CDBG	026-3693-0159	$ 225,307
Total Sources:		**$ 225,370**

USES		
Activity	**Account Number**	**Cost**
Inspection	026-311-0159-4600	$ 10,000
Construction	026-311-0159-4600	$ 195,370
Contingency (10%)	026-311-0159-4600	$ 20,000
Expenditures-to-Date (if applicable)		
Total Uses		**$ 225,370**

ACTIVITY	START	DURATION
Project Duration		**240 Days**
Design Period	Sept	90 Days
Specs & Bidding	Jan	90 Days
Construction Period	Apr	60 Days



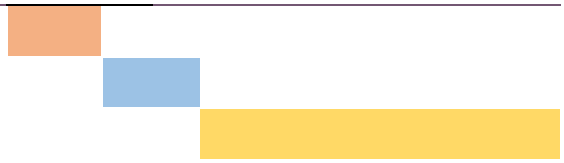
Project Description:
Resurfacing San Fernando Road from S. Huntington Street to Kalisher Street; includes removing and replacing sidewalk, curb and gutter and trees.

Title: Citywide Traffic Signal Synchronization Project
Category: Traffic Signal Improvements
Project: 0510

SOURCES			
Fund	**Account Number**	**Allocation**	
Prop C 25% Grant	009-3686-0510	$	775,376
Measure M	024-3210-0510	$	193,844
Total Sources:		**$**	**969,220**

USES			
Activity	**Account Number**	**Cost**	
Design	009/024-371-0510-4600	$	414,000
Construction Engineering	009/024-371-0510-4600	$	97,684
Construction	009/024-371-0510-4600	$	360,614
Project Administration	009/024-371-0510-4600	$	96,922
Expenditures-to-Date (if applicable)			
Total Uses		**$**	**969,220**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**210 Days**	
Design Period	Jul	60 Days	
Specs & Bidding	Sep	60 Days	
Construction Period	Nov	1,305 Days	



Project Description:

The proposed project will improve the flow of traffic along two major north-south arterials and four major east-west arterials within the City as well as improve the efficiency of LACMTA bus line operations by providing bus speed improvements that will reduce traffic queuing.

The project consists of the synchronization of 35 signalized intersections along the following arterials within the City of San Fernando: Truman Street, Hubbard Street, Maclay Avenue, Glenoaks Boulevard, Brand Boulevard and San Fernando Mission Boulevard.

Title: Pacoima Wash Bikeway Project
Category: Traffic and Pedestrian Safety
Project: 0551

SOURCES		
Fund	**Account Number**	**Allocation**
ATP Cycle 3	010-3686-0551	$ 973,000
AQMD/MSRC AB2766	010-XXXX-0551	$ 354,000
Total Sources:		**$ 1,327,000**

USES		
Activity	**Account Number**	**Cost**
Engineering	010/012/016-311-0551-4600	$ 361,000
Construction	010/012/016-311-0551-4600	$ 1,200,000
Contingency (10%)	010/012/016-311-0551-4600	$ 120,000
Expenditures-to-Date (if applicable)		
		$ 0
Total Uses		**$ 1,681,000**

ACTIVITY	START	DURATION	MONTH J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		**270 Days**												
Design Period		Complete												
Specs & Bidding	Jan	90 Days												
Construction Period	18/19	180 Days												

Project Description:

Construct bike path that extends the full 1.6-mile length of the Pacoima Wash within the City of San Fernando, from roughly San Fernando Road to Foothill Boulevard. It will also connect with the City's existing rail-with-trail bike path that runs between San Fernando Road and the Metrolink railroad tracks.

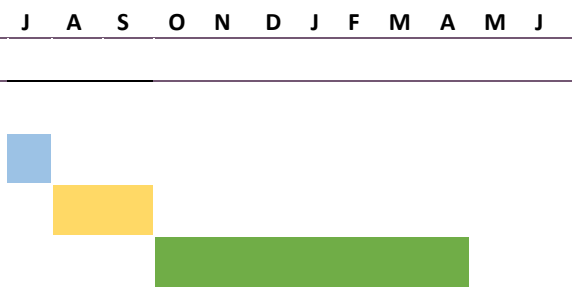
May require additional appropriation to complete the project.

Title: Safe Routes to School Project – Cycles 1 and 2
Category: Traffic and Pedestrian Safety
Project: 0552 (Cycle 1);
0553 (Cycle 2)

SOURCES		
Fund	**Account Number**	**Allocation**
Safe Routes to School (Cycle 1)	010-3686-0552	$ 994,124
Safe Routes to School (Cycle 2)	010-3686-0553	$ 999,850
Measure R (Match)	012-3946-0000	$ 1,137,165
		$
Total Sources:		**$ 3,131,139**

USES		
Activity	**Account Number**	**Cost**
Inspection	010/012-311-0552/0553-4600	$ 60,500
Engineering/Design	012-311-0552/0553-4600	$ 307,185
Construction	010/012-311-0552/0553-4600	$ 1,940,414
Contingency (15%) + Local Match	012-311-0552/0553-4600	$ 823,040
Expenditures-to-Date (if applicable)		
Preliminary Planning/Design		$
Total Uses		**$ 3,131,139**

ACTIVITY	START	DURATION
Project Duration		**480 Days**
Design Period	Nov	Complete
Specs & Bidding, Caltrans Approval	Jan	210 Days
Construction Procurement	Aug	60 Days
Construction Period	Oct	210 Days



Project Description:

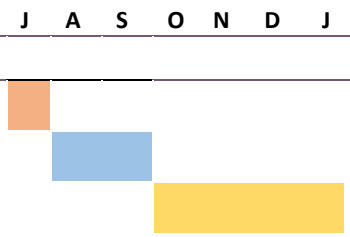
Safe Routes to School Project - Cycles 1 and 2 - consist of safety improvements around the vicinities of three elementary schools and one middle school. The improvements include perpendicular curb ramps, raised crosswalks, chicanes, chokers, pedestrian refuge islands, medians, bulb outs, lane reductions for drop-off/pick-up loading zones, high visibility crosswalks, bicycle lanes, advanced stop bars and legends, solar flashers, countdown signals and signage. The City was awarded a grant for $994,124 for the Federal Cycle 1 Safe Routes to School (SRTS) Program in 2007 and $999,850 for Federal Cycle 2 SRTS in 2009. The City's combined required match for both projects is $525,758.

Title: Annual Street Resurfacing Project
Category: Street and Sidewalk Improvements
Project: 0560

SOURCES		
Fund	**Account Number**	**Allocation**
SB1	025-3623-0560	$ 406,616
Gas Tax	011-3210-0560	$ 175,000
Measure R	012-3210-0560	$ 225,000
Measure M	024-3210-0560	$ 250,000
Prop C	008-3210-0560	$ 385,130
Water Fund	070-3810-0560	$ 550,000
Sewer Fund	072-3745-0560	$ 185,000
Total Sources:		**$ 2,176,746**

USES		
Activity	**Account Number**	**Cost**
Street Construction	025/011/012/08/024-311-0560-4600	$ 1,153,397
Utilities Construction	070/072-311-0560-4600	$ 588,000
Contingency (20%)	012/008-311-0560-4600	$ 435,349
Expenditures-to-Date (if applicable)		
		$
Total Uses		**$ 2,176,746**

ACTIVITY	START	DURATION
Project Duration		**210 Days**
Design Period	Jul	30 Days
Specs & Bidding	Aug	60 Days
Construction Period	Oct	120 Days



Project Description:

The project will consist of: street repaving; repairs to sidewalks; drive approaches and curb and gutter; installation of access ramps; striping and pavement markings; water/sewer upgrades and repairs. The streets that make up the project include:

- Alexander Street between Library Street and Lucas Street
- N Workman Street between Glenoaks Boulevard and Seventh Street
- Lazard St between Fourth Street and Glenoaks Boulevard
- Lucas Street between N Workman Street and Orange Grove Avenue

Title: San Fernando Recreation Park Infiltration System Project
Category: Facility Improvements
Project: 0763

SOURCES		
Fund	**Account Number**	**Allocation**
Prop 1 Grant	010-3686-0763	$ 425,000
LADWP	010-3686-0764	$ 130,000
Water Fund	070-3810-0763	$ 224,800
City In-Kind	Various Accounts	$ 70,200
Total Sources:		**$ 850,000**

USES		
Activity	**Account Number**	**Cost**
Project Management/ Preliminary Design	010/070-0763-4600	$ 114,429
Plans, Specifications, Estimates, Outreach	010/070-0763-4600	$ 262,104
Permits, Authorizations, and CEQA	010/070-0763-4600	$ 50,573
Support Services, O&M Manual	010/070-0763-4600	$ 52,158
Contingency	070-385-0763-4600	$ 47,926
Expenditures-to-Date (if applicable)		
Total Uses		**$ 527,190**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**270 Days**	
Design Period	Jul	90 Days	
Specs & Bidding	Oct	180 Days	
Construction Period	TBD	TBD	

Project Description:
This phase of the infiltration project includes: design development, geotechnical investigations, environmental permitting, project outreach and development of plans/specifications/estimates for construction phase of project. All design plans will be presented to community members, stakeholder groups and the City Council. The Project will be designed to filter approximately 423 acres of water run-off and help to recharge groundwater sources with approximately 200 acre-feet of storm water annually. The design will include a below-ground retention/infiltration basin situated beneath open space and baseball field areas of the Park.

THE CITY OF SAN FERNANDO

Title: Compressed Natural Gas (CNG) Fueling Station Improvements
Category: Facility Improvements
Project: 3661

SOURCES		
Fund	**Account Number**	**Allocation**
FTA Grant	010-3940-3661	$ 1,339,460
AQMD/MSRC Grant	010-3686-3697	$ 387,091
AB 2766	016-3605-0000	$ 35,000
Total Sources:		**$ 1,761,551**

USES		
Activity	**Account Number**	**Cost**
Project Management	010/016-310-3661-4600	$ 25,000
Staff	010/016-310-3661-4600	$ 55,000
Construction	010/016-310-3661-4600	$ 1,436,000
Contingency (15%)	010/016-310-3661-4600	$ 220,400
Expenditures-to-Date (if applicable)		
Planning/Design	010/016-310-3661-4600	$ 25,151
Total Uses		**$ 1,761,551**

ACTIVITY	START	DURATION	MONTH J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		**30 Days**												
Design Period		Complete												
Specs & Bidding		Complete												
Construction Period		30 Days												

Project Description:

CNG fueling station upgrades at the City facility located at 120 Macneil Street. Project includes design, engineering, fabrication, installation, commissioning, testing and training associated with the CNG station equipment upgrades. This project is financed in part with Federal funds and requires compliance with applicable laws and regulations.

THE CITY OF SAN FERNANDO

Title: Electric Vehicle Charging Stations
Category: Facility Improvements
Project: 3699

SOURCES		
Fund	**Account Number**	**Allocation**
AQMD/MSRC Grant	010-3686-3699	$ 100,000
Parking Lot Fund	029-	$ 100,000
Total Sources:		**$ 200,000**

USES		
Activity	**Account Number**	**Cost**
Electrical	010/029-335-3699-4600	$ 17,479
Trenching	010/029-335-3699-4600	$ 7,000
Equipment & Installation	010/029-335-3699-4600	$ 47,300
Contingency (10%) + Additional Funds Available	010/029-335-3699-4600	$ 128,221
		$
Expenditures-to-Date (if applicable)		
Total Uses		**$ 200,000**

ACTIVITY	START	DURATION	MONTH J A S O N D J F M A M J
Project Duration		**60 Days**	
Design Period		Complete	
Specs & Bidding		Complete	
Construction Period		Complete	

Project Description:

The project consists of installing a total of five, "Level II" type dual port EV stations with the capacity to charge a total of 10 vehicles; two vehicles per station. Each station will display signage with relevant contact information in the event of service malfunction and meet all current Society of Automotive Engineers J1772 standards. All energy costs related to operating the EV stations will be funded through user fees associated with vehicle charging. The stations will be located at the following locations: 1) City Hall Parking Lot, 2) Downtown Parking Lot/Structure No. 2, 3) Downtown Parking Lot No. 4, 4) Downtown Parking Lot No. 5, and 5) Downtown Park Lot Nos. 8/10.

Title: Glenoaks Blvd. Resurfacing Project
Category: Street and Sidewalk Improvements
Project: 6673

SOURCES		
Fund	**Account Number**	**Allocation**
Measure R	012-3946-6673	$ 1,461,773
HSIP Cycle 7	010-3686-6673	$ 1,380,000
Cal Recycle Grant*	010-3686-6673	$ 44,000
Total Sources:		**$ 2,885,773**

USES		
Activity	**Account Number**	**Cost**
Design	012-311-6673-4600	$ 229,994
Construction	010/012/-311-6673-4600	$ 2,458,279
Contingency (15%)	12-311-6673-4600	$ 197,500
Expenditures-to-Date (if applicable)		
		$
Total Uses		**$ 2,888,573**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**270 Days**	
Design Period			
Specs & Bidding, Caltrans Approval	May	90 Days	
Construction Procurement	Aug	90 Days	
Construction Period	Oct	90 Days	



Project Description:

Asphalt improvements and re-pavement of Glenoaks Boulevard from East City Limit to West City Limit; including water and sewer repair, construction of median islands and traffic signal upgrades.

THE CITY OF SAN FERNANDO

Title: Truman Street Revitalization Project
Category: Street and Sidewalk Improvements
Project: 6676

SOURCES		
Fund	**Account Number**	**Allocation**
TCSP	010-3686-6676	$ 236,154
Prop C	008-3686-6676	$ 71,064
Total Sources:		**$ 307,218**

USES		
Activity	**Account Number**	**Cost**
Construction	010/008-311-6676-4600	$ 233,510
Alternative Work	010/008-311-6676-4600	$ 15,000
Contingency (15%)	008-311-6676-4600	$ 49,702
Expenditures-to-Date (if applicable)		
Grant Administration		$ 9,006
Total Uses		**$ 307,218**

ACTIVITY	START	DURATION	MONTH J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		**30 Days**												
Design Period		Complete												
Specs & Bidding		Complete												
Construction Complete		Complete												

Project Description:

Resurfacing Truman Street from Brand Boulevard to San Fernando Mission Road; includes removing and replacing sidewalk, curb and gutter and trees.

THE CITY OF SAN FERNANDO

Water System Capital Improvement Program

Fiscal Year 2018-2019 & Fiscal Year 2019-2020

THE CITY OF SAN FERNANDO

Title: Water Main Replacement Project
Category: Water Improvements
Project: 0635

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 569,000	$ 1,140,000
Total Sources:		**$ 963,350**	**$ 1,140,000**

USES			
Activity	**Account Number**	**Cost**	
Main Replacement Various Streets	070-385-0635-4600	$ 569,000	$ 1,140,000
Total Uses		**$ 569,000**	**$ 1,140,000**

ACTIVITY	START	DURATION	MONTH J A S O N D J F M A M J
Project Duration		**Continuous**	
Design Period	Various	90 Days	
Specs & Bidding	Various	60 Days	
Construction Period	Various	120 Days	

Project Description:
Annual and emergency water main replacement projects FY 18-19 & 19-20.

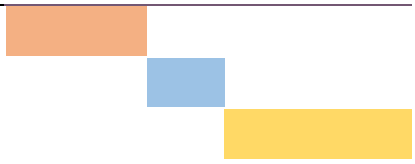
THE CITY OF SAN FERNANDO

Title: Water Master Plan Project
Category: Water Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 80,000	$
Total Sources:		**$ 80,000**	**$**

USES			
Activity	**Account Number**	**Cost**	
Water Master Plan	070-385-0000-4600	$ 80,000	
Total Uses		**$ 80,000**	**$**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**270 Days**	
Design Period	Oct	90 Days	
Specs & Bidding	Jul	60 Days	
Construction Period	Sep	120 Days	



Project Description:
Annual and emergency water main replacement projects and needed equipment FY 18-19 & 19-20.

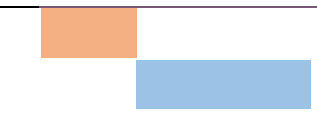
THE CITY OF SAN FERNANDO

Title: Water Network/GPS Data Conversion
Category: Technology Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 80,000	
Total Sources:		**$ 80,000**	

USES			
Activity	**Account Number**	**Cost**	
Water Network/GPS Data Conversion	070-385-0000-4600	$ 80,000	
Total Uses		**$ 80,000**	

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**280 Days**	
Procurement	Oct	60 Days	
Data Conversion	Dec	120 Days	



Project Description:
Water Network/GPS Data Conversion for entire water network.

Title: Water Vehicle Replacement Project
Category: Vehicle Replacement
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 157,000	$
Total Sources:		**$ 157,000**	**$**

USES			
Activity	**Account Number**	**Cost**	
Chevy 2500HD - Vehicle # 8095	070-385-0000-4500	$ 90,000	$
Utility Van- Vehicle #4470	070-385-0000-4500	$ 67,000	
Total Uses		**$ 157,000**	**$**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**150 Days**	
Design/Specs	Aug	60 Days	
Procurement Process	Oct	90 Days	

Project Description:
Purchase of two new utility vehicles.

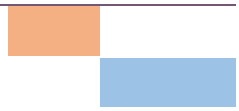
THE CITY OF SAN FERNANDO

Title: Wrought Iron Fence Replacement: Upper Reservoir
Category: Water Facility Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 136,000	$
Total Sources:		**$ 136,000**	**$**

USES			
Activity	**Account Number**	**Cost**	
Wrought Iron Fence: Upper Reservoir	070-385-0000-4600	$ 136,000	$
Total Uses		**$ 136,000**	**$**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**150 Days**	
Procurement Process	Feb	60 Days	
Construction Period	Apr	90 Days	



Project Description:
Installation of Wrought Iron Fence around Upper Reservoir for security purposes.

THE CITY OF SAN FERNANDO

Title: Wrought Iron Fence Replacement: Lower Reservoir
Category: Water Facility Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	070-3810-0000	$ 135,000	$
Total Sources:		**$ 135,000**	**$**

USES			
Activity	**Account Number**	**Cost**	
Wrought Iron Fence: Lower Reservoir	070-385-0000-4600	$ 135,000	$
Total Uses		**$ 135,000**	**$**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**150 Days**	
Procurement Process	Oct	60 Days	
Construction Period	Dec	90 Days	

Project Description:
Installation of Wrought Iron Fence around Lower Reservoir for security purposes.

THE CITY OF SAN FERNANDO

Sewer System Capital Improvement Program

Fiscal Year 2018-2019 & Fiscal Year 2019-2020

THE CITY OF SAN FERNANDO

Title: Sewer Main Replacement Project
Category: Sewer Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sewer Service Charges	072-3745-0000	$ 985,000	$ 1,091,629
Total Sources:		**$ 985,000**	**$ 1,091,629**

USES			
Activity	**Account Number**	**Cost**	
Sewer Rehabilitation Various Streets	072-365-0000-4600	$ 250,000 735,000	$ 1,091,629
Total Uses		**$ 985,000**	**$1,091,629**

ACTIVITY	START	DURATION	MONTH J A S O N D J F M A M J
Project Duration		**360 Days**	
Design Period	TBD	Open	
Specs & Bidding	TBD	Open	
Construction Period	TBD	Open	

Project Description:
Annual and emergency sewer main replacement projects FY 18-19 & 19-20.

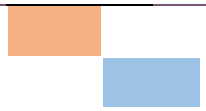
THE CITY OF SAN FERNANDO

Title: Citywide Closed Circuit Video Project
Category: Sewer Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sewer Service Charges	072-3745-0000	$ 150,000	$ 150,000
Total Sources:		**$ 150,000**	**$ 150,000**

USES			
Activity	**Account Number**	**Cost**	
Citywide CCTV of Sewer System	072-365-0000-4600	$ 150,000	$ 150,000
Total Uses		**$ 150,000**	**$ 150,000**

ACTIVITY	START	DURATION	MONTH
			J A S O N D J F M A M J
Project Duration		**90 Days**	
Procurement	July	60 Days	
CCTV service	Sept	30 Days	



Project Description:
Citywide sewer system CCTV two phases; conducted every five years.

THE CITY OF SAN FERNANDO

Title: Storm Water Master Plan Project
Category: Sewer Improvements
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sale of Water	072-0745-0000	$ 80,000	$
Total Sources:		**$**	**$**

USES			
Activity	**Account Number**	**Cost**	
Stormwater Master Plan	072-365-0000-4600	$ 80,000	
Total Uses		**$ 80,000**	**$**

ACTIVITY	START	DURATION	MONTH J	A	S	O	N	D	J	F	M	A	M	J
Project Duration		**240 Days**												
Procurement Process	TBD	60 Days												
Plan Creation	TBD	180 Days												

Project Description:

Update Stormwater Master Plan: The purpose of the Storm Water Management Plan (SWMP) is to revise, implement, and enforce a plan designed to reduce the discharge of pollutants from the Municipal Separate Storm Sewer (MS4), protect water quality, and satisfy water quality requirements.

Title: Sewer Vehicle Replacement
Category: Vehicle Replacement
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sewer Service Charges	072-3745-0000	$	$ 400,000
Total Sources:		**$**	**$ 400,000**

USES			
Activity	**Account Number**	**Cost**	
Ford LNT-8000-Guzzler - Vehicle # 1258	072-365-0000-4500	$	$ 400,000
Total Uses		**$**	**$ 400,000**

ACTIVITY	START	DURATION	J	A	S	M
Project Duration		**90 Days**				
Design/Specs	July	30 Days				
Procurement Process	August	60 Days				

Project Description:
Purchase of new sewer Guzzler during FY 2019-2020.

THE CITY OF SAN FERNANDO

Title: Sewer Vehicle Replacement
Category: Vehicle Replacement
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sewer Service Charges	072-3745-0000	$ 70,000	$
Total Sources:		**$ 70,000**	**$**

USES			
Activity	**Account Number**	**Cost**	
Ford F-150 - Vehicle # 0597	072-365-0000-4500	$ 70,000	$
Total Uses		**$ 70,000**	**$**

ACTIVITY	START	DURATION	J	A	S	J	F	M	A	M	J
Project Duration		**60 Days**									
Procurement Process	TBD	60 Days									

Project Description:
Purchase of new utility vehicle in FY 2018-2019.

Title: Sewer Vehicle Replacement
Category: Vehicle Replacement
Project: TBD

SOURCES		FY 18-19	FY 19-20
Fund	**Account Number**	**Allocation**	**Allocation**
Sewer Service Charges	072-3745-0000	$	$ 70,000
Total Sources:		**$**	**$ 70,000**

USES			
Activity	**Account Number**	**Cost**	
Ford F-150 - Vehicle # 0597	072-365-0000-4500	$	$ 70,000
Total Uses		**$**	**$ 70,000**

ACTIVITY	START	DURATION	J	A	S	J	F	M	A	M	J
Project Duration		**60 Days**									
Procurement Process	TBD	60 Days									

Project Description:
Purchase of new utility vehicle in FY 2019-2020.

EXHIBIT "7"

CITY OF SAN FERNANDO
SUMMARY OF BLANKET PURCHASE ORDERS
FISCAL YEAR 2018-2019

VENDOR NAME	BLANKET ORDER NOT TO EXCEED	SUMMARY OF GOODS TO BE PROVIDED UNDER BLANKET ORDER
ADVANCED AUTO REPAIR	38,000	VEHICLE REPAIR AND BODY WORK
ARROYO BUILDING MATERIAL	30,000	MISC LOCAL HARDWARE SUPPLIES
AUTONATION SSC	50,000	VEHICLE MAINTENANCE AND REPAIR
BLUE TARP CREDIT SERVICES	30,000	VEHICLE MAINTENANCE AND REPAIR
BONANZA CONCRETE INC	50,000	CONCRETE FOR STREETS AND SIDEWALKS
COOPER HARDWARE	30,000	MISC SUPPLIES
CORE & MAIN LP	100,000	WATER METERR, FIRE SERVICE MATL'S, FIRE HYDRANT SERVICE LINES
DUTHIE POWER SERVICES INC	30,000	GENERATOR MAINTENANCE AND REPAIRS
GRAINGER INC	50,000	SUPPLIES FOR BLDG AND LANDSCAPE PROJECTS
HI WAY SAFETY RENTALS INC	30,000	TRAFFICE DELINEATORS AND BARRICADES
INTERSTATE BATTERY	30,000	VARIOUS TYPES OF BATTERIES FOR CITY FLEET
IRRIGATION EXPRESS	30,000	MISC IRRIGATION SUPPLIES
J.Z. LAWNMOWER	30,000	SMALL EQUIPMENT REPAIR
LINGO INDUSTRIAL ELECTRONICS	50,000	TRAFFICE SIGNAL PARTS AND EQUIPMENT
MIKE'S TIRE MAN INC	30,000	TIRES FOR CITY FLEET
NATIONAL METER & AUTOMATION	100,000	BADGER WATER METERS
O'REILLY AUTOMOTIVE STORES INC	30,000	VEHICLE SERVICE. MAINTENANCE AND REPAIR MATL'S & SUPPLIES
P.F. SERVICES INC	30,000	EMERGENCY CNG STATION REPAIRS
ROYAL INDUSTRIAL SOLUTIONS	30,000	ELECTRICAL PARTS AND MATL'S
TETRA MECHANICAL SERVICES	30,000	EMERGENCY MAINT AND REPAIRS TO A/C UNITS
VALLEY LOCKSMITH	30,000	LOCKSMITH SERVICES FOR ALL FACILITIES
VULCAN MATERIALS COMPANY	30,000	UTILITY TRENCH AND POTHOLE REPAIR

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15

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Alexander P. Meyerhoff, City Manager
By: Anthony Vairo, Police Chief
Yazdan T. Emrani, P.E., Director of Public Works/City Engineer
Nick Kimball, Deputy City Manager/Director of Finance
Irwin Rosenberg, Sergeant

Date: June 18, 2018

Subject: Consideration to Approve an Agreement to Purchase Single Space Smart Parking Meters from IPS Group, Inc.

RECOMMENDATION:

It is recommended that the City Council:

a. Waive formal bid requirements and piggyback on the terms and pricing offered to City of Berkeley for IPS smart parking meters through a competitive bid process;

b. Approve an Agreement to Purchase Parking Meter Equipment and Related Services (Attachment "A" – Contract No. 1885) with IPS Group, Inc. to purchase 100 single space smart parking meters and provide the related web-based Data Management System (DMS) software;

c. Authorize the City Manager to execute the Purchase Agreement with IPS Group, Inc.;

d. Authorize the City Manager to execute a 36 month Lease to Purchase Agreement with ROC Leasing LLC dba Real Lease (Attachment "B" – Contract No. 1890), including changes recommended by the City Attorney, provided there are no changes to the basic terms of the agreement and the lease interest rate does not change by more than 50 basis points (0.50%);

e. Authorize a continued minimum meter fee of $1.00 for credit card transactions; and

f. Direct staff to implement Phase One and install the Smart Meters throughout the Civic Center area, which includes areas surrounding the San Fernando Courthouse, City Hall, Police Department, and Public Works facility.

REVIEW: ☒ Finance Director ☒ Deputy City Manager ☒ City Manager

BACKGROUND:

1. The City has seen a steady decline in parking meter revenues over the past several years due to a number of factors, including lack of resources to replace broken/vandalized meters and properly enforce parking restrictions. In Fiscal Year (FY) 2009-2010, parking meter revenues were approximately $270,000 and have steadily declined to approximately $180,000 in FY 2016-2017.

2. Historically, approximately 60% of parking meter revenues are generated from the Mall area and 35% from the Civic Center/Courthouse Area.

3. In October 2016, Police and Public Works staff met with representatives of IPS Group, Inc. to explore the feasibility of replacing single user parking meters within the City with IPS M5 smart technology, single-space parking meters.

4. In January 2017, a follow-up meeting with IPS Group, Inc. and several key City staff was conducted and resulted in a proposal by IPS Group, Inc. to provide 30 IPS M5 meters to test within the City, at no cost for the equipment and minimal cost for the DMS web based reporting system to analyze the effectiveness of the program.

5. In April 2017, the City Council approved the implementation of a Trial Smart Meter Program ("Program") with IPS Group to test 30 IPS M5 meters. The meters were installed in July 2017 and have been operational and monitored through the IPS Group data management system. The results are favorable and have led to this recommendation.

ANALYSIS:

The City currently has 389 parking spaces identified as metered parking. Of that total, 190 currently have functioning parking meters, including 30 IPS meters used during the trial period. All meters throughout the City, with the exception of the IPS Group M5 meters, operate on coins only and do not include smart technology. The IPS M5 meters accept coins and credit cards and are also capable of accepting smart card technology.

A majority of the City parking meters are located in the Courthouse/Civic Center and the Downtown/Mall areas. Please see the parking meter map (Attachment "C") for additional parking meter locations.

The trial Program was conducted in a portion of the Courthouse/Civic Center Area. The physical parameters of the Trial Area were Third Street (between Brand Boulevard and Macneil Street) and Macneil Street (between Third Street and Fourth Street). Staff tracked revenue generated in the Trial Area for 60-days prior to installing the smart meters to set a baseline measurement

for comparison purposes. In early July 2017, the smart meters were installed and fit easily into the existing meter housing on each City parking meter pole.

The smart meters operate on 3G and 4G technology that transmit revenue and operational data to a real-time web-based Data Management System. Staff has analyzed the data and provided key results as follows:

Key Findings:

- During the trial period, revenue per coin transactions averaged $0.64.
- Revenue per credit card transaction averaged $1.83, 285% higher revenue per transaction than coins.
- 65% of the meter transactions during the trial period were cash transactions and 35% were credit card transactions.
- The Data Management System allowed staff to monitor each smart meter and more efficiently use staff resources. The System reports meter malfunctions and sends alerts when the meter is almost at coin capacity. Currently, staff must empty every meter weekly to ensure the meters do not reach coin capacity. Using data from the management software allows staff to only empty meters that are nearing coin capacity.

IPS Group, Inc.
IPS Group, Inc. provides over 285,000 meters to municipalities and governmental entities around the country, including the cities of Los Angeles, San Francisco, Sacramento, San Diego, Pasadena, Hermosa Beach and Redondo Beach.

IPS Group, Inc. is offering the same terms and pricing offered to the City of Berkeley through a competitive bid process. Therefore, given the positive findings from the Trial Period, it is recommended that the City waive formal bid requirements and enter into an agreement with IPS Group, Inc. to purchase 100 meters for the Courthouse/Civic Center area.

Staff recommends the meters be implemented throughout the City in three phases:

- Phase One: Civic Area - First Street between Maclay Avenue and Brand Boulevard, Macneil Street between First and Fourth Streets, and Third Street between Maclay Avenue and Brand Boulevard, (100 meters).

- Phase Two: Mall Area - San Fernando Road between Chatsworth Street and San Fernando Mission Boulevard, Kittridge Street between San Fernando Road and Truman Street, Brand Boulevard between San Fernando Road and Pico Street, Chatsworth Drive between San Fernando Road and Celis Street (102 meters).

- Phase Three: Brand Boulevard between Pico and Hollister Streets, Maclay Avenue between Celis and Pico Streets, San Fernando Road between San Fernando Mission Boulevard and Kalisher Street (52 meters).

The remaining areas of the City with poles will be evaluated prior to Phase Three implementation to determine if additional meters are needed to be installed at locations with existing poles. In many of these locations, such as on Pico Street between Brand Boulevard and Chatsworth Drive, near Chase Bank and the Valley Family Center; there is adequate off-street free parking and the meters would not generate revenues.

Prior to implementation of Phase Two, staff will need to obtain authorization from the City Council to purchase and install additional smart meters. Additional data regarding the effectiveness of Phase One will also be presented at that time.

BUDGET IMPACT:

According to IPS Group, Inc. most cities implementing this technology have experienced as much as 20% increase in parking meter revenues due primarily to the increased use of credit cards. Although it was a small sample, the results of the trial program support that assertion. It should be noted that there are additional transaction fees associated with the use of credit cards that do not apply to cash transactions. In order to ensure that credit card transaction fees do not exceed the amount paid by the user, it is recommended that the City set a minimum credit card transaction of $1.00.

Additionally, there is a fixed per meter cost for access to the web-based data management system. Together, the total transaction and managements costs are projected to be approximately $14,000 per year, or $1,167 per month.

The cost of the initial purchase of 100 meters (plus replacement parts) is $53,070. IPS Group, Inc. offers lease to purchase financing through a partnership with ROC Leasing LLC dba Real Lease. By taking advantage of this financing, the City can spread the capital purchase over 36 months and pay the monthly lease payment from the projected increase in meter revenue. This is advantageous as it will provide the City the flexibility to evaluate the long-term ongoing net impact on revenue and may decide to pay the lease off early without a pre-payment penalty or fund future Phases from net new revenue rather than finance them. The cost of a three-year lease/purchase is $1,560 per month.

The total monthly cost to implement Phase One is $32,724, or $2,727 per month. The City currently generates approximately $45,000 in meter revenue from the Civic Center area. During the trial period, approximately 35% of the total transactions were by credit card, and

credit card transactions were more than 250% higher than cash transactions, on average. Therefore, the City could reasonably project that revenue will increase by $23,325[i].

During the three-year lease period, the additional revenue may not fully offset the cost to implement Phase One. Once the initial purchase is repaid, the City should generate at least $9,600, or $800 per month, in net new revenue. It is important to note that this is a conservative projection and there are a number of factors that may serve to increase the revenue generated with the new meter heads, including:

- Convenient payment options for users will decrease the number of customers that park without paying.

- New meters will have little to no down time for maintenance and lost revenue compared to current meters.

- Cost savings for staff emptying the meters. The data management system will ensure that staff will only need to visit meters that are at or near coin capacity, resulting in less time spent on meter collection activities.

- Increased use of street parking in the Civic Center area due to the construction of a new County Mental Health Facility on Macneil and First streets.

CONCLUSION:

Many cities throughout the country have transitioned to smart technology for metered parking, including the City of Los Angeles. The Trial Smart Meter Program provided an opportunity to test this technology with no obligation to purchase the devices at the end of the Program. The Program has proven successful and implementing the Phase One project will modernize parking meters and enhance parking meter revenue long-term, as well prepare San Fernando for the future in terms of growth and economic development.

ATTACHMENTS:

A. Contract No. 1885
B. Contract No. 1890
C. City-wide Parking Meter Map

[i] Calculation of projected meter revenue increase:
Step 1: $45,000*35% = $15,750 (proportion of current cash transactions projected to be credit transactions)
Step 2: $15,750*250% = $39,375 (increase in revenue for credit transactions based on trial data)
Step 3: $39,375 - $15,750 = $23,625 (net new revenue if 35% of current cash transactions were credit transactions)

ATTACHMENT "A"
CONTRACT NO. 1885

EQUIPMENT PROCUREMENT AGREEMENT
(Procurement: Parking Meter Equipment)
(Parties: IPS Group, Inc. and the City of San Fernando)

THIS EQUIPMENT PROCUREMENT AGREEMENT is entered into this ____ day of __ _____ 2018 ("Effective Date") by and between the City of San Fernando, a municipal corporation ("City") and IPS Group, Inc. a Pennsylvania corporation ("IPS"). For the purposes of this Agreement CITY and may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or interchangeably.

RECITALS

A. City is a municipal corporation and general law city duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California.

C. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").

D. City desires to purchase from IPS single space parking meters and related equipment in conjunction with the IPS Data Management System (DMS) to the City upon the terms and conditions set forth below.

E. Per subsections (1) and (2) of Section 2-802 (Cooperative, piggyback, and multiple awarded bid purchasing with other agencies) of the San Fernando Municipal Code (hereinafter, "Section 2-802"), the City Council, without competitive bidding or the solicitation of proposals, may authorize the award contracts valued at $25,000 or more for the purchase of equipment or supplies where the purchasing agent determines that it is in the City's best interest to purchase such equipment or supplies: (i) through a cooperative competitive bidding procedure prepared by and processed through another local, state or federal government agency; or (ii) by means of piggybacking onto or joining into an existing written purchase contract prepared by and awarded by another local, state or federal government agency.

F. In 2015, the City of Berkeley, California ("Berkeley") issued a request for proposals for multi-space parking meter upgrades entitled " Request for Proposals (RFP), Specification No. 15-10917-C, Multi-Space Parking Meters Upgrades" (hereinafter, the "Berkeley RFP").

G. The equipment and services solicited by Berkeley under the Berkeley RFP was awarded to IPS and on November 24, 2015, Berkeley and IPS executed an agreement entitled "IPS Pay Stations, Parking Meters and Management System Services Contract", Contract No. 10145 (hereinafter, the "Berkeley Contract")

H. The term of the Berkeley Contract was extended by the City Council of the City of Berkeley on _____20____ such that the term of the Berkeley Contract has been extended to _____20_____, Contract No. _____.

I. Section 25.11 (Purchases by other Public Agencies) of the Berkeley Contract provides in relevant part: [IPS] agrees to extend identical pricing for products and services provided to …[Berkeley], under the same terms and conditions specified hereunder, to all public agencies that can accept such cooperative purchasing agreements, and to the extent allowed by law. Each such independent public agency shall execute its own Contract with …[IPS] for its requirements and using its own sources of funding. [Berkeley] shall not incur any financial or any other liability in connection with [IPS's] contracting with other public agencies."

J. Authorized under Section 2-802 but such to certain terms and conditions set forth, the City wishes to avail itself of the opportunity to purchase certain equipment and services that meet the specifications of the Berkeley Contract at the same unit pricing and rates given to Berkeley under the Berkeley Contract.

K. This Agreement was approved by the San Fernando City Council at its Regular Meeting of _____2018 as Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and IPS agree as follows:

1. DESCRIPTION OF EQUIPMENT AND SERVICES

A. Subject to all the terms and conditions of this Agreement, IPS agrees to sell, deliver and install that certain equipment listed in IPS's quote dated May 25, 2018 (the "Written Quote"). (A true and correct copy of the Written Quote is attached and incorporated hereto as "A")(For purposes of this Agreement, the capitalized term "Equipment" shall refer to the equipment and materials listed in the Written Quote. The unit prices charged by IPS to City for the equipment listed in the Written Quote shall be no greater than the unit prices charged to Berkeley under the Berkeley Contract. Except as otherwise provided herein the Equipment shall in all respects meet the specifications for identical equipment set forth under the Berkeley Contract and shall be subject to all warranties set forth under the Berkeley Contract. For purposes of this Agreement the defined term "Berkeley Contract" is inclusive of all appendices attached to the Berkeley Contract and all subsequent amendments to the same. (A true and correct copy of the Berkeley Contract is attached and incorporated to this Agreement as Exhibit "B").

B. IPS's performance under this Agreement includes all transportation services, labor, material, tools and equipment necessary for IPS to complete its delivery and off-loading of the Equipment at the location(s) specified by the City Representatives in a good workmanlike manner. IPS shall not commence the delivery of the Equipment until such time as CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed") with the delivery, which notice shall specify the date, time and location of the delivery along with such other written instructions as may be provided by the City Representatives.

C. IPS shall perform all services and tasks contemplated under this Agreement continuously and with due diligence. IPS shall, among other things, be responsible for the delivery of the Equipment to City and shall also provide its delivery personnel with all equipment and tools necessary to move the Equipment from IPS's delivery vehicles to the location(s) specified by the City representatives. City shall in no way be responsible for undertaking the delivery of the Equipment with its own personnel or any other contracted third-party, nor shall City be responsible for providing IPS's personnel with training, tools or equipment required to deliver the Equipment. The Equipment shall be delivered to City within seven (7) calendar days from City's issuance of the written Notice to Proceed.

D. All Equipment shall be subject to inspection by City and may be rejected by City if the Equipment does not meet the specifications called for under this Agreement or is otherwise broken or defective. The Equipment shall be considered accepted upon City's issuance of a written Notice of Acceptance. At any time prior to the issuance of a Notice of Acceptance, City may reject, return and demand the replacement of any Equipment which does not meet the required specifications or is broken or defective and the cost of returning and replacing the Equipment shall be borne solely and exclusively by IPS. At City's option, Equipment that is rejected and returned by City shall be promptly replaced by IPS or the cost of such Equipment shall be credited or refunded to City. No payment shall be required until replacement is complete. IPS shall replace any and all Equipment lost during delivery. Prior to the issuance of such Notice of Acceptance, IPS,

at IPS's sole cost and expense, shall be required to make all such repairs, modifications or corrections to the Equipment as may be necessary to ensure that the Equipment will perform in accordance with the agreed specifications or replace any and all defective or incompatible parts as may be necessary to ensure that the Equipment will perform in accordance with the established specifications.

E. City's acceptance of the Equipment shall be conditioned upon the final inspection and performance testing of the Equipment by City, as specified under Section 5 of this Agreement, below, to ensure that the Equipment satisfies the requirements of the City and is capable of performing in accordance with performance standards set forth in the specifications of the Berkeley Contract. City reserves the right to direct to replace, at no additional cost to City, any Equipment which is determined to be damaged, defective or other non-compliant with such specifications. The final inspection and performance test shall be commenced within fourteen (14) calendar days from the date notifies City in writing that its installation of the Equipment is complete.

F. IPS shall also provide to City the license and supportive services (collectively, the "Related Services") more specifically described in Appendix A and Appendix G of the Berkeley Contract subject to the same rates of compensation applicable to Berkeley under the Berkeley Contract. IPS shall provide the Related Services defined above; all technical support services and training associated with the installation and pre-acceptance testing of the Equipment; and all other ongoing technical or software support services contemplated under the this Agreement for a term of five (5) years commencing from the Effective Date. City shall have the option to extend the term of IPS's performance of the Related Services as set forth under this Agreement for a maximum of two (2), one-year extension terms subject to the same terms and conditions set forth under this Agreement.

G. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City. Nothing in this subsection shall be construed to limit, restrict or otherwise modify the provisions of Section 5 of this Agreement.

H. Coordinated installation of all Equipment will take place during standard business hours.

I. Risk and Title. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment. Nothing in this subsection shall operate to restrict, limit or modify; (i) the right of City to reject or withhold acceptance of any Equipment that is damaged, defective or which otherwise fails to meet the specifications called for herein; or (ii) the right of City to purse any other remedies under this Agreement in the event the Equipment is defective or fails to meet specifications or upon IPS's breach of any ongoing duties or obligations set forth under this Agreement.

2. STANDARD OF CARE.

A. IPS represents, acknowledges and agrees as follows:

1. IPS hall perform all work and services contemplated under this Agreement skillfully, competently and to the highest standards applicable to the IPS's field;

2. IPS shall perform all work in a manner reasonably satisfactory to the CITY;

3. IPS shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);

4. IPS understands the nature and scope of the work to be performed under this Agreement as well as any and all schedules of performance;

5. All of IPS's employees and agents (including but not limited to IPS's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks contemplated under this Agreement; and

6. All of IPS's employees and agents (including but not limited to IPS's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that IPS's acceptance of any work performed by or on IPS's behalf shall not constitute a release of any defects or damage to the Equipment undetectable or otherwise unknown to City at the time of acceptance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of IPS, including but not limited to the representation that possesses the skills, training, knowledge and experience necessary to perform all services and task contemplated under this Agreement in a skillful and competent manner.

3. REPRESENTATIVES

A. City Representative. For the purposes of this Agreement, the contract administrator and City's representative shall be the City Manager, the Assistant City Manager and the Public Works Director (hereinafter the "City Representatives"). It shall be IPS's responsibility to assure that the City Representatives are kept informed of the progress of the performance of the services, and shall refer any decisions which must be made by City to the City Representatives. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representatives.

B. Representative. For the purposes of this Agreement, _____ is hereby designated as the principal and representative of authorized to act on its behalf with respect to the services specified herein and make all decisions in connection therewith (the "Responsible Principal"). The Responsible Principal may not be changed by without the prior written approval of City which shall not be unreasonably withheld or delayed.

4. IPS'S PERSONNEL

A. IPS represents that it has, or will secure at its own expense, all personnel required to perform the services and tasks required under this Agreement. All such services will be performed by or under its supervision, and all personnel engaged in the work shall possess the qualifications, permits and licenses required by applicable law to perform such services.

B. IPS shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by CITY.

C. In the event that City, in its sole and absolute discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by to perform services pursuant to this Agreement, shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

D. IPS shall be responsible for payment of all employees' and subconsultants' wages

and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

E. Permits and Licenses. IPS shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a City of El Monte business license.

5. TESTING AND INSTRUCTION ON OPERATION AND MAINTENANCE

City's personnel in coordination with IPS's personnel shall have a period of thirty (30) calendar days from the date the Equipment is installed to run performance tests of the Equipment in order to determine whether or not the Equipment meets specifications, is not damaged and is functioning properly. IPS, during the testing and inspection period contemplated herein, shall also provide City personnel with instruction and training on the property operation and maintenance of the Equipment and shall supply City with true and correct copies of all technical specifications, operating manuals and other materials relating to the maintenance, upkeep and operation of the Equipment. The foregoing shall be in addition to and not in lieu of any training program specified under the Berkeley Contract. Unless otherwise notified in writing, the Equipment shall be deemed accepted following the end of the 30-day testing and instruction period. City's issuance of notification of conditions, circumstances or other factors which make the City unwilling to accept the Equipment shall toll, the expiration of the 30-day testing and instruction period as to all Equipment.

6. WARRANTIES

IPS shall extended to City all such warranties for the Equipment and Related Services provided to Berkeley under the Berkeley Contract subject to the same terms and conditions set forth therein, including but not limited to the warranties referenced under Article 12 (General Warranties, Limitations on Warranties) of the Berkeley Contract and Appendix F (IPS Limited and Extended Warranties) of the Berkeley Contract.

7. COMPENSATION

A. Compensation for Equipment. IPS shall sell, delivery and install the Equipment referenced in the Written Quote at unit pricing that is no greater than the unit pricing provided to Berkeley for identical equipment under the Berkeley Contract. For purposes of this Agreement, installation shall not only include the physical installation of the Equipment but all pre-acceptance testing and training provided to City as contemplated under this Agreement. The foregoing notwithstanding, in no event may IPS's total aggregate compensation for the sale, delivery and installation of the Equipment exceed the aggregate sum of **Fifty-Three Thousand, Sixty-Eight Dollars and Forty Cents ($53,068.40)**(the "Equipment Contract Price"). The Parties acknowledge, understand and agree that payment of the Equipment Contract Price to IPS by City shall be made through ROC Leasing LLC dba Real Lease ("Financing Entity"). The payment of any or all of the Equipment Contract Price by the Financing Entity to IPS shall not constitute acceptance of the Equipment by City and shall not operate to limit, restrict or otherwise modify any right of City to reject Equipment or to enforce its rights under this Agreement arising out of any Event of Default asserted by City.

B. Compensation for Related Services. The Related Services shall be provided to City by IPS in accordance with the rate schedule and compensation terms provided to Berkeley under the Berkeley Contract. Following the conclusion of each calendar month, IPS shall submit to City an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of IPS's monthly compensation is a function of hours worked by IPS's personnel, the invoice shall indicate the number of hours worked in the recently

concluded calendar month, the persons responsible for performing the service or task, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, City shall notify IPS in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to IPS.

10. PROHIBITED INTERESTS

IPS warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for IPS, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

11. INDEPENDENT CONTRACTOR

IPS will act hereunder as an independent contractor. This Agreement shall not and is not intended to constitute as an agent, servant, or employee of CITY and shall not and is not intended to create the relationship of partnership, joint venture or association between City and IPS.

12. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

A. City exclusively and solely owns all City Data and the intellectual property therein. IPS further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership rights in City Data. For purposes of this Agreement, "City Data" means all intellectual property of the City, including but not limited to occupancy data, financial records, programming configurations of the parking meters, GIS location and rates, and other operational data and tailored operational programming.

B. IPS may not provide or disclose any City Data to any third party without the City's prior written consent.

C. Any subcontract entered into by IPS relating to this Agreement, to the extent allowed hereunder, must include a like intellectual property provision to ensure that the City's ownership rights in City Data are preserved and protected as intended in this Agreement. Failure of IPS to comply with this requirement or to obtain the compliance of its subcontractors with such obligations constitutes a breach of this Agreement and will subject IPS to damages paid to the City and the imposition of all sanctions allowed by law, including but not limited to termination of this Agreement.

D. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.

E. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City.

F. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IPS.

G. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, the California Public Records Act, and the like. Accordingly, IPS acknowledges, understands and agrees that City may be required to produce non-exempt records concerning or related to this Agreement and IPS's performance under this Agreement without liability to IPS.

H. The provisions of this Section will survive expiration or termination of this Agreement.

13. CONFLICTS OF INTEREST

IPS hereby warrants for itself, its employees, and subcontractors that those persons presently have no interest and shall not obtain any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement. No person having such conflicting interest shall be employed by or associated with in connection with this project. IPS hereby warrants for itself, its employees, and subcontractors that no such person shall engage in any conduct which would constitute a conflict of interest under any City ordinance, state law or federal statute. IPS agrees that a clause substantially similar to this Section shall be incorporated into any sub-contract that executes in connection with the performance of this Agreement.

14. INDEMNIFICATION

IPS shall indemnify, defend and hold harmless the City, its elected and appointed officials, commissioners, officers, employees, agents and volunteers for the same types of loss, claims, suits, actions, damages and causes of action and to the same extent afforded the Berkeley, Berkeley's officials, commissioners, officers, agents, employees and volunteers as set forth under Article 10 (Indemnification) of the Berkeley Contract.

15. INSURANCE

IPS shall at all times during its period of performance under this Agreement maintain all policies of insurance at the same coverage levels and of the same type and scope as set forth under Article 9 (Insurance) of the Berkeley Contract.

16. MUTUAL COOPERATION

A. CITY shall provide with all pertinent data, documents and other requested information as is reasonably available for the proper performance of IPS's services.

B. In the event any claim or action is brought against City relating to IPS's performance in connection with this Agreement, IPS shall render any reasonable assistance that City may require.

17. RECORDS AND INSPECTIONS

IPS shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three (3) years. CITY shall have access, without charge, upon reasonable notice, during normal business hours to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities. This right inspection shall not extend to the makeup of lump sum prices, day rates, or profit margins.

18. TERMINATION FOR CONVENIENCE; TERMINATION FOR CAUSE

A. Termination for Convenience. Prior to the issuance of City's written Notice to Proceed, City may immediately terminate this Agreement, inclusive of the purchase of the Equipment and the Related Services, without cause, without liability and free of any charge or cost to City. After the City's issuance of a written Notice to Proceed, City may immediately terminate this Agreement for convenience and without cause or liability. Such termination for convenience shall be made in writing signed by the City Representative specifying the effective date of such termination. IPS may only terminate this Agreement for cause. Except as otherwise provided herein, in the event of City's termination of this Agreement for convenience, IPS shall be compensated for such Equipment delivered to and accepted by City and for such services performed up to the effective date of the termination.

B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under subsection 18(B)(2) below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) IPS's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) IPS's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to IPS, whether voluntary of involuntary; (iv) IPS's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) City's discovery that a statement representation or warranty by relating to this Agreement is false or erroneous in any material respect.

C. IPS shall cure the following Events of Defaults within the following time periods:

i. Within ten (10) calendar days of City's issuance of a Default Notice for any failure of to timely provide City or its agents with any information and/or written reports, documentation or work product which IPS is obligated to provide to City or its agents under this Agreement. Prior to the expiration of the 10-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 10-day cure period; or

ii. Within fifteen (15) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 15-day cure period, may submit a written request for additional time to cure the Event of Default upon a showing that has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, City shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds fifteen (15) calendar days from the end of the initial 15-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in the Equipment Specifications that is not susceptible to a cure, City in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by City.

D. Except as otherwise specified in this Agreement, City shall cure any Event of Default asserted by within forty-five (45) calendar days of IPS's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 30-day cure period, City may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to shall be cured by City within thirty (30) calendar days from the date of IPS's Default Notice to City.

E. City, in its sole and absolute discretion, may also immediately suspend IPS's performance under this Agreement (or the performance of any specific task or function performed by under this Agreement) pending IPS's cure of any Event of Default by giving written notice of CITY's intent to suspend IPS's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, shall be compensated only for those services and tasks which have been rendered by to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

F. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

G. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

i. Upon written notice to IPS, the CITY may immediately terminate this Agreement in whole or in part;

ii. Upon written notice to IPS, the CITY may extend the time of performance;

iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for IPS's breach of the Agreement, obtain specific performance

from IPS or to terminate the Agreement; or

iv. The CITY may exercise any other available and lawful right or remedy.

IPS shall be liable for all reasonable attorney fees and costs plus other commercially reasonable, direct costs and expenses that City incurs as a result of IPS's breach of this Agreement or in the City's exercise of its remedies under this Agreement.

H. In the event City is in breach of this Agreement, IPS's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to under this Agreement for completed services and tasks. In no event shall IPS be entitled to receive more than the amount that would be paid to for the full performance of the services required by this Agreement.

I. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

19. FORCE MAJEURE

IPS shall not be liable for any failure to perform if presents acceptable evidence, in CITY's reasonable judgment, that such failure was due to causes beyond the control and without the fault or negligence of IPS. In the event that a FORCE MAJEURE event materially increases the IPS's costs of performance hereunder then CITY shall make an equitable contribution to all such increased costs of performance to the extent that such costs are not covered by IPS's insurances.

20. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during IPS's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

CITY:
City of San Fernando
117 Macneil Street
San Fernando, CA 91340
Attn: City Manager
Phone: (818) 898-1202
E-mail: ameyerhoff@sfcity.org

IPS:
IPS Group, Inc.
7737 Kenamar Court
San Diego, CA 92121
Attn: Chad Randall
Phone: _____
E-mail:_____

21. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

22. PROHIBITION AGAINST ASSIGNMENT

IPS shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, which shall not be unreasonably withheld or delayed and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than IPS.

23. ATTORNEY'S FEES

In the event either Party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

24. GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event of litigation between the parties, venue in State trial courts shall lie exclusively in Los Angeles County. In the event of litigation in a United States District Court, exclusive venue shall lie in the Central District of California.

25. SEVERABILITY

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

26. AMENDMENT; MODIFICATION

No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

27. CAPTIONS

The captions used in this Agreement are solely for reference and the convenience of the parties. The captions are not a part of the Agreement and in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

28. EXECUTION

This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 27, above. One fully executed original counterpart shall be delivered to and the two remaining counterparts shall remain with the CITY for archiving and day-to-day reference by the department responsible for administering the Agreement on the CITY's behalf.

29. AUTHORIZATION

Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

30. ENRTIRE AGREEMENT

All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement, including the Berkeley Contract. Except as expressly provided in this Agreement or its exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control but only to the extent of the conflict or inconsistency and no further. This instrument contains the entire Agreement between City and IPS with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by City and IPS.

31. SURVIVAL OF PROVISIONS AND OBLIGATIONS

Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SAN FERNANDO

_____
Alex Meyerhoff, City Manager

Date:_____

IPS GROUP, INC.

By:_____

Name:_____

Date:_____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT “A”
WRITTEN QUOTE



Quote

Date: June 14, 2018
Sales Quote #:
Customer ID:

Ship to:

IPS Group, Inc.
7737 Kenamar Ct
San Diego CA 92121
858-226-0867

Attn:
Address on file

Salesperson	Job	Shipping Method	Shipping Terms	Delivery D	Paymen	Due Date
	NA	Ground	FOB San Diego	TBD	Net 30	

Qty	Item #	Description	Unit Price	Line Total
100.00	M5	M5 Smart Meter (includes freight, installation and a 12 month warranty)	$475	$ 47,500.00
5.00		Keypad Assembly	$25	$ 125.00
3.00		Coin Validator	$69	$ 207.00
3.00		Hybrid Card Reader	$49	$ 147.00
1.00		Daisy Chain Charger	$115	$ 115.00
5.00		3 Cell Battery Pack	$30	$ 150.00
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal	$ 48,244.00
			Sales Tax	0.1000
			Total	**$ 53,068.40**

To accept this quote please sign and return:_____

Purchase Order:_____

Any additional costs for permitting/tax will be added to the final invoice cost

Thank you for your business!

5601 Oberlin Dr., Suite 100, San Diego, CA 92121 - Tel:858.404.0607 Fax:858.408.3352 - sales@ipsgroupinc.com

EXHIBIT "B"
BERKELEY CONTRACT

EXPENDITURE NON-CONSTRUCTION CONTRACT REVIEW FORM: NEW CONTRACT

CMS # D586T
(To be filled in by department)

Contract # 10145
(To be filled in by Auditor)

CONTRACTOR NAME: IPS Group Inc.

Subject of Contract: Parking Meter & Pay Station Contract

This contract package contains: **3 Original Contracts (Department, Vital Record and Vendor) in folders** ***The Vital Record contract MUST be in a folder.** ***Optional: In lieu of folders, Department and Vendor copies may be assembled with an Acco-fastener.**	**Attached**	**Waiver Attached**	**Not Required**
1. CONTRACT BOILERPLATE	☒		
2. Scope of Services (Appendix B)	☒		
3. Payment Provisions (Appendix C)	☒		
4. Evidence of Competitive Solicitation OR Waiver by CM or by Council Resolution	☒	☐	☐
5. CERTIFICATIONS			
a. Workforce Composition *(businesses with 5 or more employees)*	☒	☐	☐
b. Nuclear Free Berkeley Disclosure	☒		☐
c. Oppressive States Disclosure *(Exception: Community-based, non-profit organizations)*	☒	☐	☐
d. Certification of Compliance with Living Wage Ordinance (LWO): ***use current form on web****	☒	☐	☐
e. Certification of Compliance with Equal Benefits Ordinance: ***use current form on web****	☒	☐	☐
f. Community Agency: Certification of Anti-Lobbying	☒	☐	☒
g. Community Agency: Certification of Drug-Free Workplace	☒	☐	☒
6. Insurance Certificate/s AND Endorsement/s OR Insurance Waiver/s *(originals, not copies)*	☒	☐	☐
7. Authorizing Council Resolution # 67,093-N.S = 28 JUN 2015	☒		☐
8. Consultant Contracts: Form 700, Statement of Economic Interests	☐		☐
9. Federally Funded Project Requirement: Debarment status printout	☐		

Berkeley Business License # 15-00048082

Requisition # 188624 / 189264 *(Hard copy attached)*

Budget Code 840-4940-431-3038/840-4940-431-7141

Contract Amount ~~$515,511~~ $515,511.00

Council Approved Amount $ $5,604,170

Was there any advance payment? No ☒ Yes ☐ ..... **If Yes, Advanced Amount $** _____

If Yes, Purchase Order # _____

Routing and signatures:

All elements of the contract package, including information provided above, have been reviewed for completeness and accuracy and evidenced by the following signatures (Project Manager please print name):

1. DANETTE L. Perry — Public Works — 981-7057 — 10/22/15
   Project Manager (PRINT NAME) **& Department** **Phone No.** **Date**
2. _____ — _____
   Department Administrative Officer/Accounting **Date**
3. Farid Javandel for Phil Harrington — 11-12-15
   Department Head **Date**
4. _____ — 20 NOV 15
   Contract Administrator **Date**
5. _____ — 11/20/15
   Budget Manager **Date**

EXECUTED NOV 24 2015

RECEIVED NOV 24 2015 CITY AUDITOR

Routing continues to the following persons, *who sign directly on the contract*:

6. **City Manager** *(Will not sign unless all signatures and dates appear above)*

RECEIVED 11-4-15

* **For current vendor forms**, go to City of Berkeley website: http://www.cityofberkeley.info/ContentDisplay.aspx?id=5418

City of Berkeley

Contract Amendment Data Transmittal

(To be completed by Project Manager)

7. **City Auditor** *(Initial)* 4/29/15 8. **City Clerk**: CMS Login 4/30/15 Destruct_____ Review _____

ORIGINAL COPY

IPS PAY STATIONS, PARKING METERS AND MANAGEMENT SYSTEM SERVICES CONTRACT

THIS CONTRACT is between the CITY OF BERKELEY ("City"), a Charter City organized and existing under the laws of the State of California, and IPS Group Inc. ("Provider"), a corporation based in Pennsylvania, doing business at 5601Oberlin Drive, Suite 100, San Diego, California, 92121who agree as follows:

Article 1. CONTRACT APPENDICES

The Contract Appendices are as follows:

A	Software License and Escrow Agreement
B	Scope of Services
C	Payment Terms
D	Equipment Specifications
E	Training Outline
F	Warranty Agreement
G	Software Maintenance & Support Agreement
H	PCI Compliance for Third Party Service Provider (TPSP)
I	City's Responsibility Matrix – PCI for TPSP PCI DSS 3.0 Management
J	Equipment Acceptance Certificate
K	IPS MS1 Concrete Anchor Installation
L	Data Transfer Acceptable Format
M	City of Berkeley RFP Specification No. 15-10917-C Multi-Space Meter Upgrades
N	IPS RFP Response to Specification No. 15-10917-C Multi-Space Meter Upgrades

CMS#: D586T
AUTH# 67,093-N.S.

Article 2. SCOPE OF SERVICES

Contractor agrees to perform all services described in Appendix A, in accordance with its stated terms and conditions. Appendix A is attached to and made a part of this Contract.

In the event of any conflict, discrepancy or ambiguity between the general provisions found on pages 1 to 15 and any of the Appendices, the following order of precedence shall control: 1) the general provisions of this Contract (CMS# D586T), 2) Appendices A, B, C, D, E, F, G, H, I, J, K, L, and Appendix M – Request for Proposals Specification No. 15-10917-C dated March 9, 2015, save for any exceptions contained in Appendix N which shall take precedence, and Appendix N – IPS Response to RFP, dated March 26, 2015. The Provider has duly performed all prior work for the City regarding parking meters and related services, pursuant to Contract Number 9027, dated, May 21, 2012, which Contract was authorized by the Berkeley City Council by Resolution No. 65,466 - N.S., Contract 9027 and any amendments (collectively "prior contract") and there are no known claims related to the prior contract.

Article 3. TERM AND RENEWAL

3.1 This Contract shall be for a period of (3) years with an option to extend the Agreement for two (2) one-year terms at the city's sole discretion. This contract shall begin on June 24, 2015 and end on June 30, 2018 The City Manager of the City may extend the term of this contract by giving written notice.

3.2 Either party may terminate this Contract for default upon thirty (30) days' written notice to the other if the other party has substantially failed to fulfill any of its obligations under this Contract in a

timely manner. City may terminate this Contract at its convenience and without cause upon thirty (30) days written notice to Contractor. Except as provided in this Contract, in no event shall City be liable for costs incurred by or on behalf of Contractor thirty (30) days after the effective date of a notice of termination.

3.3 A written notice is deemed served when a party sends the notice in an envelope addressed to the other party to this Contract and deposits it with the U.S. Postal Service, first class mail, postage prepaid. For purposes of this Contract, all notices to City shall be addressed as follows:

City Manager
City of Berkeley
2180 Milvia Street
Berkeley, California 94704

For purposes of this Contract, all notices to Contractor shall be addressed as follows:

Chad Randall, COO
IPS Group Inc.
5601 Oberlin Drive Suite 100
San Diego, California 92121

3.4 If City terminates this Contract for convenience before Contractor completes the services in Appendix B, Provider shall then be entitled to recover its costs expended up to that point plus a reasonable profit, but no other loss, cost, damage, expense or liability may be claimed, requested or recovered.

3.5 IPS Group Inc. warrants and represents that its officials, including its officers and employees in their official capacity, presently have no interest and agrees that officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

Article 4. PAYMENT TERMS

For services referred to in Article 2 (Scope of Services), City will pay Provider a total amount not to exceed $5,519,917. City shall make payments to Provider in accordance with the provisions described in Appendix C, which is attached to and made a part of this Contract.

Article 5. PROVISIONS OF PARKING METER EQUIPMENT AND DATA MANAGEMENT SYSTEM PURCHASES

5.1 The parking meter and pay station implementation will occur in accordance with the terms specified in Article 2 (Scope of Services).

5.2. Provider shall for the term of the Contract provide all required hosting and operations support for the Secure Gateway and the Web-Based Data Management System (DMS) at costs identified in Appendix C.

5.3. Provider shall provide City a non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation and in accordance with the terms set forth in Appendix A for the term of this Contract at a cost identified in Appendix C.

5.4. Provider shall deliver and install "Parking Equipment" (such as single-space meters, multi-space pay-stations, and related equipment), which is defined in Appendix D in conjunction with the IPS Data Management System (DMS) – (also referred to as "Software") to the City and provide all necessary City employees training as set forth in Appendix E to maintain this equipment for the term of this Contract.

5.5. Provider shall provide and perform the services for the term of the Contract in full compliance with all applicable laws, codes and standards (both public and private), including, but not limited to, the standards included in Appendix B and warranties expressed in Appendix F.

5.6. Provider shall provide goods for the term of this Contract as set forth in Appendix B.

5.7. Provider shall provide City technical support for the term of this Contract as set forth in Appendix B and Appendix F.

Article 6. CITY'S RESPONSIBILITIES

6.1. In connection with the performance of this Contract and the provision of services, City shall be responsible for the following:

6.1.1 City shall be responsible for ensuring that City's use of the services and the performance of City's other obligations hereunder comply with all laws applicable to City.

6.1.2 City shall be responsible for the accuracy and completeness of all records and databases provided by City in connection with this Contract for use on Provider's system.

6.1.3 City shall make available to IPS any currently existing documents, data or information required for the performance of the services, including any material updates therein.

6.1.4 City shall provide first line of preventative maintenance for all parking equipment for the term of this Contract as set forth in Appendix B and Appendix F.

6.1.5 City shall designate a representative authorized to act on behalf of the City. City shall keep the Parking Equipment in good repair, condition and working order. The City will notify the Provider of any need for warranty repair work and will coordinate the return process with the Provider.

6.16 City shall be solely responsible for Parking Equipment hardware maintenance, including but not limited to meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws, pay-station cabinets, including removal of graffiti.

6.1.7 City shall be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

Article 7. SUBCONTRACTING

7.1. Provider is prohibited from subcontracting this Contract, or any part of it, unless such subcontracting is approved by City in advance in writing.

Article 8. PROVIDER'S REPRESENTATIONS AND WARRANTIES

In order to induce the City to enter into this Contract, Provider makes the following representations and warranties:

8.1. Provider has the expertise, manufacturing, management and maintenance capabilities, and financial capabilities to perform and complete all of its obligations contained in this Contract.

8.2. Provider is and shall at all times be fully qualified and capable of performing its obligations under this Contract and possesses or will timely obtain all necessary licenses and/or permits required to perform such obligations.

8.3. Provider represents and agrees that the Services shall be performed in a professional manner and shall conform to established industry best practices.

8.4. Provider shall deliver all obligations undertaken in this Contract free and clear of all liens, rights of conditional vendors, encumbrances, and claims of copyright, patent or license holders, and in conformance with the requirements of this Contract.

8.5. Provider shall provide a full 12-month warranty on all Parking Equipment as described in Attachment A, Provider Limited Warranty, on all installed equipment.

8.6. Provider shall provide technical support via telephone Mondays through Fridays from 7:00 AM to 5:00 PM. Provider shall provide on-site technical support within 24 hours Mondays through Fridays from 8:00 AM to 5:00 PM. Provider shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services.

8.7. The Provider shall bear risk of loss of the Parking Equipment, including any damage sustained during transportation to the delivery site. Risk of loss shall pass to the City upon delivery. Transfer of title to Parking Equipment shall pass to the City upon receipt of payment by the Provider.

8.8 Nothing in this Contract shall constitute any form of real or implied parking meter or parking ticket revenue guarantee by Provider.

Article 9. INSURANCE

9.1. Provider shall furnish to City satisfactory proof that Provider has taken out for the entire period of this Contract the following insurance in a form satisfactory to City and with an insurance carrier satisfactory to City, authorized to do business in California and rated by A.M. Best & Company A or better, which will protect those described below from claims described below which arise or are alleged to

have arisen out of or result from the services of Provider, for which Provider may be legally liable, whether performed by Provider, its subcontractors or sub consultants of any tier or by those employed directly or indirectly by them or any of them, or by anyone for whose acts any of them may be liable. All insurance, except professional liability insurance and Workers Compensation, shall name the City, its officers, agents, volunteers and employees as additional insured's and shall provide primary coverage with respect to the City, and there shall be a waiver of subrogation as to each named and additional insured.

9.1.1 **Commercial general liability insurance:** Comprehensive or Commercial General Liability Insurance with limits not less than two million dollars ($2,000,000.00) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations. If the Comprehensive or Commercial General Liability Insurance is written on a Claims Made Form then, following termination of this Contract, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this Contract.

9.1.2 **Professional liability insurance:** If any licensed professional performs services under this Contract, a professional liability insurance policy in the minimum amount of one million dollars ($1,000,000.00) each occurrence to cover any claims arising out of Provider's performance of services under this Contract.

9.1.3 **Business automobile liability insurance:** Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 or its equivalent including symbol 1 (Any Auto), if applicable. Limits shall be not less than one million dollars ($1,000,000.00) each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than ten thousand dollars ($10,000.00) payable by Provider.

9.1.4 **Full workers' compensation liability insurance** for all persons whom Provider may employ in furnishing and providing the Services hereunder, in accordance with California law. Workers' compensation policy shall include Employer Liability Insurance with limits not less than one million dollars ($1,000,000.00) each accident or occurrence. There shall be a waiver of subrogation as to the City and each named and additional insured under such policy.

9.2 Certificates of Insurance and Endorsements shall have clearly typed thereon the City contract number and title of contract, shall provide that the insurance carrier shall not cancel or terminate said policies except upon thirty (30) days written notice to City's Contract Administrator, except (10) ten days' notice will be given for cancellation for non-payment. Endorsements naming the City as additional insured shall be attached to the Certificate of Insurance.

9.3 Nothing contained herein shall be construed as limiting in any way the extent to which Provider or any of its subcontractors or sub consultants may be held responsible for payment of damages resulting from their operations.

9.4 After reasonable notice, if Provider fails to maintain insurance, the City may take out insurance to cover any damages of the above mentioned classes for which the City and others to be insured referenced above might be held liable on account of Provider's failure to pay such damages, or compensation which the City might be liable under the provision of the Worker's Compensation Insurance and Safety Act, by reason of employee of Provider being injured or killed, and deduct, and in addition to any other remedy, retain amount of premium from any sums due Provider under this Contract.

9.5 Provider shall forward all insurance documents to:

Department Name: **Public Works Administration**
CMS#: **D586T**
Department Address: **2180 Milvia Street Berkeley, CA 94704**

Article 10. INDEMNIFICATION

10.1 Provider shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, commissioners, officers, agents, employees and volunteers from and against any and all loss, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Provider or its employees, subcontractors, or agents, or by acts for which they could be held strictly liable, or by the quality or character of their work.

10.2 The foregoing obligation of Provider shall not apply in instances when (a) the injury, loss of life, damage to property or violation of law arise from the negligence or willful misconduct of the City or its officials, commissioners, officers, agents, employees and volunteers;(b) the actions of Provider or its employees, subcontractors, or agents have contributed in no part to the injury, loss of life, damage to property or violation of law; (c) City changed, modified or altered the services rendered or tasks performed by Contractor such that, absent City's actions, no such claims would have been brought against Provider and/or City;. It is understood that the duty of Provider to indemnify and hold harmless includes the duty to defend as set forth in California Civil Code section 2778. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Provider agrees to the provisions of this Section and acknowledges that it is a material element of consideration.

10.3 NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY CONTRACTOR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE INSURANCE COVERAGE REQUIRED BY THIS CONTRACT.

Article 11. CANCELLATION AND TERMINATION

11.1 **Termination of Provider for Default.** In the event Provider fails to perform one or more of its material obligations under this Contract and has failed within thirty (30) days of receiving notice from City to (a) cure the default or (b) if the default cannot be cured within thirty (30) days, provide the written assurances and plan as specified in subsection

11.1.1. This Contract may be terminated and all of Provider's rights hereunder ended. Termination will be effective after thirty (30) days written notice to Provider. No new work will be undertaken after the date of receipt of any notice of termination, or ten (10) days after the date of the notice, whichever is earlier. In the event of such termination, Provider will be paid for those services performed under this Contract up to the date of termination and for reasonable direct costs incurred up to the date of termination, and any annual fees will be pro-rated. However, City may offset from any such amounts due Provider any damages or other costs City has or will incur due to Provider's non-performance. Any such offset by City will not constitute a waiver of any other remedies City may have against Provider for financial injury or otherwise.

11.1.2. If the City at any time reasonably believes that Provider is or may be in default under this Contract, the City may in its sole discretion notify Provider of this fact and request written assurances from Provider of performance of the Contract and a written plan from Provider to identify and attempt to remedy any failures to perform the terms of the Contract which the City may advise the Provider of in writing. Failure of the Provider to provide written assurances of performance as required herein will constitute a separate material breach of this Contract sufficient to invoke paragraph 11.1 above.

11.1.3. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with subsection 11.2, save for the Provider in such circumstances to claim direct costs or damages specifically related to the wrongful termination.

11.2 **Termination of Provider for Convenience.** Termination of this Agreement for convenience shall be in accordance with 49 C.F.R. 18.44.

11.2.1 City may terminate this Contract for City's convenience and without cause at any time by giving Provider thirty (30) written notice of such termination. In the event of such termination, Provider will be paid for those services performed and products delivered, pursuant to this Contract, up to the date of termination in accordance with Appendix C (Payment Terms). In no event will City be liable for costs incurred by Provider after the date of termination. Such non-recoverable costs include, but are not limited to, post-termination anticipated profits of this Contract, post-termination employee salaries, post-termination administrative expenses, or any other cost which is not reasonable or authorized under this section. The City shall automatically waive any and all current and future claims against Provider related to this Contract when terminating for convenience.

11.3 **Obligations of Provider Upon Termination**. Upon termination of this Contract, Provider will submit an invoice to City for an amount which represents the value of its work or services actually performed prior to the effective date of termination and for direct costs for which Provider is entitled under this Contract to be compensated, except that with respect to reimbursement for Provider's services, in no event will the compensation paid for the month in which the termination occurs be greater than the charges for the services delivered prior to the notice. Upon approval and payment of this invoice by City, City shall be under no further obligation to Provider monetarily or otherwise.

11.4 **Termination of City for Default**. City shall be in default of this Contract thirty (30) days after written notice of City's failure to comply in any respect with any material terms and conditions of this Contract and City fails to cure such breach within such thirty (30) day period. Notwithstanding the above, City shall be in default hereunder upon ten (10) days written notice in the event the breach is due

to non-payment by the City and City fails to cure such breach due to non-payment within such ten (10) day period.

11.5 **Return of City Data.** Within thirty (30) days of notification of termination of this Contract, Provider shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software (e.g., MS-Access or MS-SQL). The dedicated data files will be comprised of City's data contained in Provider's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Provider's database.

Article 12. GENERAL WARRANTIES, LIMITATIONS ON WARRANTIES

12.1 **Compliance with Specifications**. Provider's computer programs, files, hosted services, documentation and all other work product will strictly comply with the descriptions and representations made in Appendix D (Equipment Specifications) and including performance capabilities, completeness, specifications, configurations, and function that appear therein.

12.2 Provider may lawfully grant the license set forth in Section 5.3 and Appendix A.

12.3 Provider is neither aware that the licensed software or use of the hosted services, including all subsequent versions, updates, enhancements and/or releases, not licensed materials, or the use thereof within the scope of the License, infringes a patent, trademark or copyright or is claimed to be a trade secret of any person who has not consented to the granting of the License.

12.4 During the Initial Term, and any Renewal Term thereafter, the hosted services and software, including all subsequent versions, updates, enhancements and/or releases, will conform to the applicable printed documentation (i.e., all reference materials or manuals) delivered by Provider to City.

12.5 Provider is neither aware that the software, including all subsequent versions, updates, enhancements and/or releases, nor the licensed materials or hosted services contain any virus, time bomb mechanism, or other software or code that can disable or adversely affect any and all of the software or the licensed materials or destroy any data or other software.

12.6. THE WARRANTIES CONTAINED IN THE CONTRACT DOCUMENTS ARE PROVIDER'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF THE PROVIDERS LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. PROVIDER AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE GOODS PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT THE PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Article 13. CONFORMITY WITH LAW AND SAFETY

a. Provider shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, and all other applicable federal, state, municipal and local safety regulations. All services performed by Provider must be in accordance with these laws, ordinances, codes and regulations. Provider shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws,

ordinances, codes or regulations.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Provider shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this Contract, Provider shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Provider's subcontractor, if any; 3) name and address of Provider's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste that cannot be controlled occurs in connection with the performance of this Contract, Provider shall immediately notify the Berkeley Police Department and the City's Health Protection office.

d. Provider shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

Article 14. NON-DISCRIMINATION

Provider hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this Contract, Provider agrees as follows:

a. Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Provider shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Provider shall fill-out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision Provider's records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents, that are considered proprietary and confidential by the Provider shall be redacted or prevented from public disclosure.

Article 15. INDEPENDENT PROVIDER

a. Provider shall be deemed at all times to be an independent provider and shall be wholly responsible for the manner in which Provider performs the services required of Provider by the terms of this Contract. Provider shall be liable for its acts and omissions, and those of its employees and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between City and Provider.

b. Direction from City regarding the subject of this Contract shall be construed as providing for direction as to policy and the result of Provider's Work only and not as to the means or methods by which such a result is obtained.

c. Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract.

d. Payment of any taxes, including California Sales and use Taxes, levied upon this Contract, the transaction, or the services or goods delivered pursuant hereto, shall be the obligation of the City.

Article 16. CONFLICT OF INTEREST PROHIBITED

a. In accordance with Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64, neither Contractor nor any employee, officer, director, partner or member of Contractor, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Contract.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Contractor, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Contractor.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

Article 17. NUCLEAR FREE BERKELEY

Provider agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act, as amended from time to time.

Article 18. OPPRESSIVE STATES CONTRACTING PROHIBITION

a. In accordance with Resolution No. 59,853-N.S., Provider certifies that it has no contractual relations with, and agrees during the term of this Contract to forego contractual relations to provide personal services to, the following entities:

(1) The governing regime in any Oppressive State.
(2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
(3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this Contract, the Tibet Autonomous Region and the provinces of Ado, Kham, and U-Tsang shall be deemed oppressive states.

c. Provider's failure to comply with this section shall constitute a default of this Contract and City may terminate this Contract pursuant to Section 3. In the event that the City terminates Provider due to a default under this provision, City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

Article 19. RECYCLED PAPER FOR WRITTEN REPORTS

If Provider is required by this Contract to prepare a written report or study, Provider shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this Contract, recycled paper is paper that contains at least 50% recycled product. If recycled paper is not available, Provider shall use white paper. Written reports or studies prepared under this Contract shall be printed on both sides of the page whenever practical.

Article 20. BERKELEY LIVING WAGE ORDINANCE

a. Provider hereby agrees to comply with the provisions of the Berkeley Living Wage Ordinance, B.M.C. Chapter 13.27. If Provider is currently subject to the Berkeley Living Wage Ordinance, as indicated by the Living Wage Certification form, attached hereto, Provider will be required to provide all eligible employees with City mandated minimum compensation during the term of this Contract, as defined in B.M.C. Chapter 13.27, as well as comply with the terms enumerated herein. Provider expressly acknowledges that, even if Provider is not currently subject to the Living Wage Ordinance, cumulative contracts with City may subject Provider to the requirements under B.M.C. Chapter 13.27 in subsequent contracts.

b. If Provider is currently subject to the Berkeley Living Wage Ordinance, Provider shall be required to maintain monthly records of those employees providing service under the Contract. These records shall include the total number of hours worked, the number of hours spent providing service under this Contract, the hourly rate paid, and the amount paid by Provider for health benefits, if any, for each of its employees providing services under the Contract. These records are expressly subject to the auditing terms described in Section 17.

c. If Provider is currently subject to the Berkeley Living Wage Ordinance, Provider shall include the requirements thereof, as defined in B.M.C. Chapter 13.27, in any and all subcontracts in which Provider engages to execute its responsibilities under this Contract. All subcontractor employees who spend 25% or more of their compensated time engaged in work directly related to this Contract shall be entitled to a living wage, as described in B.M.C. Chapter 13.27 and herein.

d. If Provider fails to comply with the requirements of this Section, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Provider's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this Contract pursuant to Section 3. In the event that City terminates Provider due to a default under this provision, City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Provider may be responsible for liquidated damage in the amount of $50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Provider's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damage set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Provider's breach. City may deduct any assessed liquidated damages from any payments otherwise due Provider.

Article 21. BERKELEY EQUAL BENEFITS ORDINANCE

a. Provider hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Provider is currently subject to the Berkeley Equal Benefits Ordinance, as indicated by the Equal Benefits Certification form, attached hereto, Provider will be required to provide all eligible employees with City mandated equal benefits, as defined in B.M.C. Chapter 13.29, during the term of this contract, as well as comply with the terms enumerated herein.

b. If Provider is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Provider agrees to provide the City with all records the City deems necessary to determine compliance with this provision. These records are expressly subject to the auditing terms described in Section 17 of this contract.

c. If Provider fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or

equity.

Provider's failure to comply with this Section shall constitute a material breach of the Contract, upon which City may terminate this contract pursuant to Section 3. In the event the City terminates this contract due to a default by Provider under this provision, the City may deem Provider a non-responsible bidder for not more than five (5) years from the date this Contract is terminated.

In addition, at City's sole discretion, Provider may be responsible for liquidated damages in the amount of $50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Provider's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Provider's breach. City may deduct any assessed liquidated damages from any payments otherwise due Provider.

Article 22. AUDIT

Pursuant to Section 61 of the Berkeley City Charter, the City Auditor's Office may conduct an audit of Provider's financial, performance and compliance records maintained in connection with the operations and services performed under this Contract. In the event of such audit, Provider agrees to provide the City Auditor with reasonable access to Provider's employees and make all such financial, performance and compliance records available to the Auditor's Office. City agrees to provide Provider an opportunity to discuss and respond to any findings before a final audit report is filed. Information related to Provider's financial performance and compliance records, etc., that is considered proprietary and confidential by the Provider shall be redacted or prevented from public disclosure. In the City's sole discretion, the City may disclose such information if a request is made pursuant to the California Public Records Act unless the Provider seeks a court order to prevent such disclosure and agrees to defend, indemnify and hold harmless the City from any action to compel the disclosure of such information. The City shall provide Provider with reasonable notice of any request made pursuant to the California Public Records Act including a reasonable period to file the injunction in conformance with the requirements of the Act.

Article 23. AMENDMENTS

The terms and conditions of this Contract shall not be altered or otherwise modified except by a written amendment to this Contract executed by City and Contractor.

Article 24. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER

Provider has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Provider is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Provider shall pay all state and federal income taxes and any other taxes due, with the exception of sales/use tax, which shall by paid by the City. **Provider certifies under penalty of perjury that the taxpayer identification number written below is correct.**

Business License Number **1500048082**
B.M.C. § _____
Taxpayer ID Number **23-3028164**

Article 25. MISCELLANEOUS

25.1 **Governing Law.** This Contract shall be deemed to have been executed in Alameda County. The formation, interpretation and performance of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Contract shall be in Alameda County, California.

25.2 **Assignment.** Neither City nor Provider shall assign this Contract without the prior written consent of the other party and any purported assignment without the other party's consent shall be void.

25.3 **Compliance with Applicable Laws.** Provider and any subcontractors shall comply with all laws, including the Berkeley City Charter, the Berkeley Municipal Code, and all city policies, rules and regulations which are applicable to the performance of the Services hereunder.

25.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Contract is invalid, void, or unenforceable, the provisions of this Contract not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

25.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Contract does not constitute a waiver of any other breach of that term or any other term of the contract.

25.6 **Solicitation.** Provider agrees not to solicit business at any meeting, focus group, service call, or interview related to this Contract, either orally or through any written materials.

25.7 **Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Contract if such delay or failure arises by any reason beyond its reasonable control, including but not limited to any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, failures of public utilities (such as internet, cellular network, and electricity), riots, labor strikes or acts of terrorism, provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may be the cause of a delay in the performance of this Contract. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Contract without being liable for any claim from the other party.

25.8 **Integration, Incorporation:** This Contract, including all of the Appendices attached hereto, represents the entire and integrated Contract between City and Provider and supersedes all prior negotiations, representations, or Contracts, either written or oral. All Appendences attached hereto are incorporated by reference herein.

25.9 **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one Contract.

25.10 **Contract Administration.** This Contract shall be administered by Danette Perry, Parking Services Manager, Public Works Department, or her designee, who shall act as the City's representative. All correspondence shall be directed to or through Ms. Perry or her designee.

25.11 **Purchases by other Public Agencies.** Provider agrees to extend identical pricing for products and services provided to the City, under the same terms and conditions specified hereunder, to all public agencies that can accept such cooperative purchasing agreements, and to the extent allowed by law. Each such independent public agency shall execute its own Contract with the Provider for its

requirements and using its own sources of funding. The City shall not incur any financial or any other liability in connection with Provider's contracting with other public agencies.

25.12 **Section Headings.** The sections and other headings of this Contract are for convenience of reference only and shall be disregarded in the interpretation of this Contract

25.13 **Notices.** Any written notice to the City excluding Contract Term and Renewal pursuant to Article 3.3 shall be sent to:

Danette Perry
Public Works Department
City of Berkeley
1947 Center Street
Berkeley, California 94704

Any written notice to Provider shall be sent to:

IPS Group, Inc.
5601 Oberlin Dr., Suite 110
San Diego, CA 92121
Attn: Chad P Randall

IN WITNESS WHEREOF, City and Contractor have executed this Contract as of the date first mentioned above.

CITY OF BERKELEY

By: for Dee Williams-Ridley
INTERIM CITY MANAGER

Registered by:

Ann-Marie Hogan 11/29/17
CITY AUDITOR

~~Pre-approved as to form:~~ Lynne Brunault
CITY ATTORNEY
2/2015

Attest:

Rose Thernuse
DEP CITY CLERK

PROVIDER

IPS GROUP INC.
Provider Name (print or type)

Cee P. Rell
Signature

Chad P Randall
Print Name

Tax Identification # [redacted]
Berkeley Business License # 1500048082
Incorporated: Yes ✓ No ☐
Certified Woman Business Enterprise: Yes ☐ No ✓
Certified Minority Business Enterprise: Yes ☐ No ✓
If yes, state ethnicity:
Certified Disadvantaged Business Enterprise: Yes ☐ No ✓

TABLE OF APPENDICES

Appendix	Title
A	SOFTWARE LICENSE AND ESCROW AGREEMENT
B	SCOPE OF SERVICES
C	PAYMENT TERMS
D	EQUIPMENT SPECIFICATIONS
E	TRAINING OUTLINE
F	WARRANTY AGREEMENT
G	SOFTWARE MAINTENANCE & SUPPORT AGREEMENT
H	PCI COMPLIANCE for THIRD-PARTY SERVICE PROVIDER (TPSP)
I	CITY'S RESPONSIBILITY MATRIX – PCI for TPSP PCI DSS 3.0 MANAGEMENT
J	EQUIPMENT ACCEPTANCE CERTIFICATE
K	IPS MS1 CONCRETE ANCHOR INSTALLATION DIAGRAM
L	DATA TRANSFER ACCEPTABLE FORMAT
M	CITY OF BERKELEY RFP SPECIFICATION NO. 15-10917-C MULTI SPACE METER UPGRADES
N	IPS RESPONSE RFP SPECIFICATION NO. 15-10917-C MULTI SPACE METER UPGRADES

APPENDIX A

SOFTWARE LICENSE AND ESCROW AGREEMENT

This Appendix is attached to and incorporated by reference in the Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group, Inc., ("Provider"), providing for the licensing and services related to Parking Meter and Management System purchase.

1 GRANT OF LICENSE

1.1 Provider grants City a non-exclusive and non-transferable license for the term of this Contract to use the systems software that is hosted by Provider and described below in subsection 1.4.

1.2 **Licensed Content, Not City Owned**: All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the Contractor and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of the Contractor and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in Contractor Pre-Existing and Independently Developed IP.

1.3 **City Purchased Equipment:** Nothing in this agreement will be construed as assigning, selling, conveying, or otherwise transferring any intellectual property ownership rights in IPS Equipment including but not limited to pre-existing or independently developed intellectual property materials, software, methodologies, tools, or inventions, that are developed, conceived or created for any IPS business purpose, or any derivative works to any of the foregoing.

1.4 The license shall apply to Provider's Secure Gateway and Web-Based Management System (IPS Group, Inc. DMS Management System).

2 RESTRICTIONS ON USE

City is authorized to use the Software hosted by Provider only for City's internal purposes. City agrees that it will not use or permit the Software to be used by any other entity.

3 DATA OWNERSHIP AND RESPONSIBILITIES

3.1 Provider shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

3.2 Neither party shall at any time sell, assign, transfer or otherwise make available to, or allow use by the other party, agent of the other party or a third party any of the other party's Proprietary Information.

3.3 Both parties shall hold in confidence the other party's Proprietary Information and allow its employees access to the other party's data only for the purposes of complying with this Contract.

3.4 Provider will take all necessary measures to secure and protect City's data including, but not limited to, daily backups, offsite storage of backup media, graphics, physical security, software access controls, encryption and proper backup rotations. Provider acknowledges that City is entitled to copy, export or otherwise duplicate City's data at any time.

3.5 **Trademarks and Logos:** Provider grants to City a limited license during the term of this Contract to use and reproduce Provider's trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to City's standard guidelines and requirements for use of such trademarks and logos.

3.6 Provider understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. However, the City also understands that the Provider's Equipment and Software contains intellectual property, copyrights, and trade secrets that do not exist in the public domain. Therefore, the City agrees that it will not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, or documentation provided by IPS for the purposes of reverse engineering or evaluation without the prior written consent of the Provider, or as mandated by applicable law.

3.7 The provisions of this section (Data Ownership and Responsibilities) of this Contract shall survive expiration or termination of this Contract.

4 PCI COMPLIANCE

4.1 The Provider covenants and agrees to comply with Visa's Cardholder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations (generally "Association"), and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the "Security Guidelines").

4.2 Provider shall provide all required documentation as specified in Appendix H, PCI Compliance for Third-Party Service Provider" (TPSP).

5 DATA TRANSFERS

5.1 Provider is responsible for maintaining data integration and communication between the Provider's system and the City's designated systems:

5.1.1 For the purposes of parking data collection, the Provider is responsible for the successful transfer of parking revenue transaction data between the Provider and the City's designated Automatic Data Collection system. The data transfers shall be in a format as shown in Appendix L.

END OF APPENDIX A

APPENDIX B

SCOPE OF SERVICES

This Appendix is attached to and incorporated by reference in this Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group, Inc., ("Provider"), providing for new Parking Equipment and Maintenance, Warranty, and Data Management System.

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of CALIFORNIA with the power to carry on its business as it is now being conducted under the statutes of the State of CALIFORNIA and the Charter of the City.

B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").

C. City seeks to renew ongoing services, spare parts, and related services for IPS Parking Equipment and DMS for use by the City's parking operations.

D. City and IPS desire to enter into this Agreement for IPS to deliver and install "Parking Equipment" (such as single-space meters, pay-stations, vehicle sensors and related equipment), which is defined in Attachment in conjunction with the IPS DMS (also referred to as "Software") to the City upon the terms and conditions set forth below.

1 Deliverables

Provider shall provide the City with complete product, installation, and training associated with delivering Single-Space Credit Card Enabled Parking Meters, Multi-space Pay Stations and Integrated Software Systems.

DEFINITIONS:

1.1. **PMMS**: The term "PMMS" shall mean "parking meter management system" is a complete, fully tested, and operational web-based, on-street parking management system, including, but not limited to, database management functions, report and recordkeeping functions, form report and notice generation functions, collection function with full City network compatibility. The parking management system shall otherwise perform; or provide all required services, products, and functions.

1.2. **SSPMS**: The term "SSPMS" or "single-space parking meter system" consists of the Single-Space parking meter mechanism and meter dome (top), and a meter management system that uses wireless communication technology, and is a complete, fully tested, and operational web-based, on-street parking management system, including, but not limited to, database management functions, report and recordkeeping functions, form, report, and notice generation functions, collection function with full City network compatibility. The Single-Space Parking Meter System shall otherwise perform; or provide all required services, products, and functions

1.3. **Functional Pay station**. The term "Functional Pay station" shall mean the Provider's Pay station functioning within the normal parameters of operation during the hours of enforcement. A Functional Pay station will accept all forms of payment, properly interface with end users, actively communicate with the parking meter management system at designated times, properly reports battery power, collection status, and coin count. Acceptance of the meter by the City shall be based on the meter being a fully Functional Pay station, communicating with the parking meter management system.

1.4. **Functional Meter**: The term "Functional Meter" shall mean shall mean any of the Provider's single-space meters functioning within the normal parameters of operation during the hours of enforcement. A Functional Meter will accept all forms of payment, properly interface with end users, actively communicate with the SSPMS at designated times, properly indicate payment status by illuminating light emitting diodes (red for non-paid meters, green for paid meters), properly reports battery power, collection status, and coin count. Acceptance of the meter by the City shall be based on the meter being a fully Functional Meter communicating with the parking meter management system.

1.5. **SSPMM**: The term "SSPMM" shall mean "Single-Space Parking Meter Mechanism", is the meter brain, and has the following primary features: capable of accepting payment via, coins, credit card or smart card in real-time transactions, uses solar –panel and a rechargeable/back-up battery pack to provide ongoing power and back-up power, wirelessly notifies parking operations staff, in real time, of any faults, such as a card reader or coin validator jam, via text message, email or both.

1.6. **RFID** Tag: The term "RFID" shall mean a Radio Frequency Identification Tag.

1.7. **RFID Tag System**: The term shall mean a physical RFID tag to be installed inside of each meter housing which will physically identify the pole address via electronic means both inside the meter housing as well as within the Provider's database. This feature allows meters to automatically know where they are located and the required operating parameters for that pole address. This is a maintenance feature to streamline the process of swapping meter mechanisms when necessary and maintaining the operating parameters for each pole address.

1.8. **Days**: The term "Day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.

1.9. **Contract Manager**: The term "Contract Manager" shall mean the City employee responsible for the coordination with the Provider for the implementation, operation and management of the SSPMS, pay stations and for the City's day-to-day administration and coordination of City responsibilities for the parking meter management system pursuant to this Contract.

1.10. **Acceptance**: The term "Acceptance" shall mean the point at which the City assumes responsibility for payment of merchandise provided by the Provider.

a. Single-space Meters: Acceptance shall occur after the City has successfully installed the equipment and the equipment is properly integrated and communicating with the parking meter management system. Meters must meet the definition of Functional Meter at the time of acceptance.

b. Pay Stations: Acceptance shall occur after the Vendor has successfully installed the equipment and the equipment is properly integrated and communicating with the PMMS. Pay stations must meet the definition of Functional Pay station at the time of acceptance.

2 PROVIDER'S RESPONSIBILITIES

2.1. Provider shall deliver and install new, fully-tested, Parking Equipment and products, and provide a wirelessly networked web-based system to which the equipment connects and provide services to the City of Berkeley in accordance with the terms of this Agreement. No used or previously owned Parking Equipment will be allowed without the prior written approval of the City. All prices are FOB destination – Prepay and Add Shipping Berkeley, CA, excluding sales tax, unless otherwise specified. The items, and descriptions that IPS will provide under this Contract are listed in Section 2.4.

2.2. Provider will deliver complete meter mechanisms, install the meter mechanisms, provide and maintain the meter management system, assist with setting up the SSPMS, conduct training, troubleshoot problems as they arise, all under the terms of this contract.

2.3. The Provider's technology shall conform to the following standards:

Global System for Mobile Communications (GSM) or Code-Division Multiple Access (CDMA).
Supplier must be (PCI DSS) certified.
Microsoft SQL Server 2012 is the City's present standard and preferred Relational Database Management System.
All applicable local, state and federal guidelines and laws.

2.4. Provider shall deliver and install MS1 Multi-space Pay Stations, M5 single-space enhanced meters and equipment and provide products and services to the City of Berkeley in accordance with the terms of this Agreement.

Products and Description

2.4.1	MS1 - Multi-Space Pay Station. (Includes 12-month warranty, FOB, San Diego, CA)
2.4.2	M5 Single-Space Credit Card Enabled Meter. (Includes 12-month warranty, FOB, San Diego, CA)
	Pay Station Optional Features
2.4.3	Electronic Medeco Locks - for Vault doors
2.4.4	Multi-Space Pay-by-Space Keyboard - payment option
2.4.5	Multi-Space Pay-by-Plate Keyboard - payment option
2.4.6	Multi-Space Pay EMV Contact Reader
2.4.7	Multi-Space Pay EMV Contactless Reader
	Fees
2.4.8	MS1 - Multi-Space Pay Station Data & Management Fees
2.4.9	M3 and M5 Single-Space Meters Wireless Data Fees
2.4.10	M3 and M5 Single-Space Meters Management License Fees
2.4.11	M3 and M5 Single-Space Meters Credit Card Transaction Fees
2.4.12	Multi-Space annual extended warranty for each 12- month period beginning month 13 continuing for the duration of this Contract,
2.4.13	Single-Space Meter annual extended warranty for each 12- month period beginning

month 13 and including all existing City owned IPS Single-Space meters for the duration of this contract.

2.4.14 Single-Space meter escrow source code agreement (annual)

2.4.15 Multi-Space pay station escrow source code agreement (annual)

Meter Management System Customization & Upgrades

2.4.16 Firmware changes w/customer driven customization

Services

2.4.17 MS1 - Multi-Space Pay Station Shipping and Installation

2.4.18 Remove old pay stations from street/lot locations

Supplies and Parts

2.4.19 Pay Station Receipt Paper rolls

2.4.20 Spare Parts for M5 and MS1 Meters

3 SUPPORTIVE SERVICES

3.1 Provider shall provide the following additional services in conjunction with this Agreement:

3.1.1 Pre- and post-delivery, training and preparation of City's staff as required for the following:

3.1.2 Installation of meter and pay station elements and parts;

3.1.3 Maintenance activities (not including standard City maintenance);

3.1.4 Troubleshooting problems;

3.1.5 Operations- programming, inventory, etc.:

3.2 A Level 1 PCI-DSS secure gateway services system for the Provider's entire system. Provider is to maintain these certifications without lapse throughout the term of this Contract (see Appendix H).

3.3 Maintenance tracking capability to log all technician maintenance activity through a maintenance menu accessed through each meter and populated with repair codes provided by the City and updated from time to time.

3.4. Meter expiration notification and reporting activities. Provider will provide data for paid and non-paid meter status, paid meter time, and major meter failures.

3.5 A fully-functional web-based management system, which meets the functionality of the current system described in Appendix D, with upgrades to be provided at no cost to the City. However, City customization requests may incur additional costs that will be quoted and approved by the City prior to commencement of such project.

3.6 Provider will offer all available meter/pay station software upgrades, including those developed for other customers, at no additional charge to the City. City shall retain the sole authority to determine when and where such upgrades will be implemented. However, any data costs associated with downloading such software upgrades to parking meters/pay stations will apply. Additional charges may apply for new software that requires new or upgraded hardware.

3.7. All data related to the parking meter system will be maintained by the Provider and replicated on one or more duplicate servers with hourly backups. Further redundancy will be provided by replicating the data daily on a secure server located within the continental United States. Data will be removed from the active database and archived after a minimum of three years with long-term archives available for up to five years. Prior to being purged, all archived data will be provided to the City for retention beyond five years.

4 REPORT REQUIREMENTS

4.1 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

4.1.1 Disaster Recovery/Backup Plan. It is the responsibility of the Provider to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the Provider must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The Provider shall provide documentation to City with its disaster recovery and back-up plan, which at a minimum should address the following:

4.1.2 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

4.1.3 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

4.1.4 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

4. 1.5 alternate processing arrangements to meet business resumption requirements; and

4.1.6 proposed annual and comprehensive testing of emergency procedures; and

4.1.7 alternate processing arrangements in the event of a lack of access to the Provider's main processing site.

4.1.8 If the management system goes down for any reason, the system should be configurable to allow/disallow credit cards or smart cards to be used at meters. Credit card/smart card numbers shall never be stored in the meter mechanism in a manner that is inconsistent with PCI-DSS or PA-DSS guidelines. In the event that a meter is configured to disallow card use, the meter shall default to accepting coins only and shall notify customers that only coins are accepted.

4.2 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

4.2.1 The Provider shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The Provider shall also maintain the financial information and data used by the Provider in the preparation or support of cost

estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The Provider shall provide proper facilities for such access. The Provider shall not charge the City for time spent assisting the City in reviewing said documents.

4.2.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The Provider agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the Provider, the City's representative shall afford the Provider an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the Provider.

4.2.3 The Provider shall maintain copies of the complete records of the execution of this Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

4.2.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

4.2.5 The City shall audit reports provided by the management system against the money collected by the City and against third-party reports.

4.2.6 The Provider shall make any general software system enhancements available to the City at no additional charge. General enhancements shall include the addition, modification, or upgrade of any reporting or configuration feature compatible with the SSPMM. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware.

The Provider shall provide all reasonable and necessary assistance for establishing the language, transition, and general configuration of the meter screen. This assistance shall count as a standard software enhancement and shall not include any custom programming.

Any new product developments, hardware or services not currently available and not deemed by the Provider to fall under the definition of a general software system enhancement, which may be added to the system in the future, will be quoted to the City at the time they are commercially available.

5 PARKING METER EQUIPMENT DELIVERY AND INSTALLATION

5.1. Coordinated installation of all Parking Equipment will take place according to a pre- defined deployment plan created by City and Provider, during standard business hours, and will be based on mutual agreement of staffing, dates, and locations.

5.2. Provider shall deliver new, fully-tested equipment, installed in specified site locations at mutually agreed upon time(s) and date(s) under the supervision of the City.

5.3. Installation and Removal of Pay stations

5.3.1 In coordination with the Provider, City staff will install Pay station anchor mountings as specified in IPS MS1 concrete Anchor Installation (Appendix K).

5.3.2 Provider will install all of the IPS pay stations and supplied unit graphics.

5.3.3 Provider will remove all existing Pay stations under City of Berkeley supervision once IPS pay station is installed as a Functional Pay station.

5.4. City staff, in conjunction with Provider staff, will inspect Parking Equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, system acceptance will take place at the time of installation of the Parking Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5.5. Standard IPS credit card and parking policy decals will be provided and installed by Provider at the time of equipment installation.

6 CITY'S RESPONSIBILITIES

6.1 City staff, in conjunction with Provider's staff, shall inspect meter equipment following installation to ensure proper installation and operation.

6.2 City shall evidence its acceptance of the equipment under the Agreement by delivery to the Provider of an Equipment Acceptance Certificate, similar to Appendix J of this Agreement, with respect thereto.

6.3 City shall perform preventative maintenance on the primary meter equipment elements: working battery, card reader, and coin validator as set forth in Appendix F.

6.4 The City will be responsible for determining:

- Which coins will be accepted by the meter equipment.
- Which credit cards will be accepted by meter equipment.
- The parking rate structure for the meter equipment.
- The periods of operation of the meter equipment.

End of Appendix B

APPENDIX C

PAYMENT

This appendix is attached and incorporated by reference in this Contract made June 24, 2015 between the CITY OF BERKELEY ("City") and IPS Group ("Provider"), providing for the licensing and services related to Meter Equipment and Management System.

TOTAL CONTRACT PRICE:

1 Contract Price for the furnishing of all Licenses, Services and Equipment shall not exceed $5,519,917 (Five million, five hundred nineteen thousand, nine hundred seventeen dollars). For the convenience of the parties, this Contract price includes the following expenses as noted in the price chart below:

ITEM NO.	QTY	ITEM	UNIT PRICE	EXTENDED COST
		PAY STATIONS		
	1	IPS MS1 Pay Station – Pay-and-Display (Includes 12-month warranty, FOB, San Diego, CA)	$5,250.00	
	1	Electronic Locks (Vault doors)	$125.00	
1	231	IPS MS1 Pay Station	$5,375.00	$1,241,625.00
2	231	Shipping and Installation per unit	$300.00	$69,300.00
3	1	MS1 Installation contingency	$9,000.00	$9,000.00
4	226	Remove old pay stations from field locations per unit	$200.00	$45,200.00
		ON-GOING FEES		
5	231	Annual extended warranty for each 12- month period (per unit) beginning month 13	$240.00	$110,880.00
6	231	Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (monthly)	$55.00	$457,380.00
		Optional Features for MS1 PAY STATIONS		
7	231	EMV Contact Card Reader (optional 1x)	$449.00	$103,719.00
8	231	EMV Contactless Card Reader (optional 1x)	$169.00	$39,039.00
	ea	Add for Pay-by-Space payment option	$75.00	
	ea	Add for Pay-by-Plate payment	$165.00	

SPARE PARTS for MS1 PAY STATIONS				
	ea	Card Reader Only	$49.00	
	ea	Card Reader Assy with PCBA	$129.00	
	ea	Coin Validator	$69.00	
	ea	Solar Panel Replacement Kit	$500.00	
	ea	Main Operating Board (w/LCD and modem	$700.00	
	ea	Main Operating Board (w/modem, w/o LCD)	$575.00	
	ea	LCD Display Only (with armored glass)	$125.00	
	ea	Thermal Printer	$615.00	
	ea	4 Button Horizontal Keypad	$69.00	
	ea	4 button Vertical Keypad	$69.00	
	ea	Pay-by-Space Keyboard Assembly	$165.00	
	ea	Pay-by-Plate Alphanumeric Keyboard Assembly	$249.00	
	ea	Battery 10Ah	$99.00	
	ea	Additional Large Coin Canister	$199.00	
	ea	Additional Small coin Canister	$75.00	
	ea	Coin Shutter	$199.00	
9	NTE	Combined Pay Station spare parts		$25,000.00
10	23	(23) Additional pay stations		$158,796.00
		Paper Rolls (sticky back) approx 2400 2.75" tickets (.004" thick)	$29.50	
11	12,000	Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	$24.50	$294,000.00
SINGLE-SPACE METERS				
12	1690	M5 Single-Space Credit Card Enabled Meter. (Includes 12-month warranty, FOB, San Diego, CA	$475.00	$802,750.00
ON-GOING FEES				
13	2177	Single-Space Meters Wireless Data & Licenses Fees (monthly)	$5.75	$450,639.00
14	7,420,364	Single-Space Meter Credit Transaction Fee. Estimated 7,420,364 transactions	$0.13	$964,647.00
15	2177	Annual extended warranty for each 12- month period (per unit) beginning month 13	60	$391,860.00

SPARE PARTS for SINGLE-SPACE METERS				
		Complete Dome with Anti-Fog Lexan 147 (#14-506)	$69	
		Lexan (with Anti Fog) for Dome (#147-404)	$15	
		Validator Connector Board (#555-706-PCBA)	$15	
		RFID Tag 147 (#147-009)	$15	
		Card Entry Die Casting (#147-305)	$15	
		M3 Complete Top Cover 147 Model (#147-002)	$69	
		Maintenance Diagnostic Card		
		Collection Card		
		M3 Lexan for 147/132 Top Cover (#147-400)	$29	
		M3 Validator Connector Board (#107-0503-003-PCBA)	$15	
		M3 RFID Tag for Model 147 & 132 (#147-009)	$15	
		Card Entry Slot Model 147 (#147-302)	$39	
16	NTE	Combined Single-Space Meter spare parts		$40,000.00
17		Contingency for a) PCI Standards upgrades to meter equipment and b) credit transaction fees in excess of estimated 7,420,364	$115,000.00	$115,000.00
18	9.75%	TAX		$201,082

		TOTAL		$5,519,917

1.1. Total cost for up to 231 (two hundred thirty-one) MS1 Multi-Space Pay Stations shall be $1,241,625 (one million, two- hundred forty-one thousand, six hundred, twenty-five dollars). **Item #1.**

1.2. Total cost for shipping, installation and installation contingency of up to 231(two hundred thirty-one) MS1 Multi-Space Pay Stations shall be $78,300 (seventy-eight thousand three hundred dollars). **Item #2 and Item #3**

1.3. Total cost to remove 226 (two hundred twenty-six) existing Pay Stations shall be $45,200 (forty five thousand, two hundred dollars). **Item #4**

1.4. Total cost for up to 1690 (sixteen hundred ninety) M5 Single-Space Meters shall be $802,750 (eight hundred two thousand, seven hundred fifty dollars). **Item #12**

1.5. Total fees for Secure Wireless Gateway, including hosting, maintenance and support for the term of this Contract, and Web-Based Management System License shall be $908,019 (Nine hundred eight thousand, nineteen dollars). **Item #6 and Item #13 combined.**

1.6. Total fees for Extended Warranty shall be $502,740 (five hundred and two thousand, seven hundred forty dollars). **Item #5 and Item #15 combined.**

1.7. For each Single-Space meter transaction involving a credit or debit card, Provider will bill City at the rate of $.13 (thirteen cents) per transaction. The Provider shall agree to accept, as full compensation, the $.13 (thirteen cents) amount per credit card transaction processed for supplying a secure communications gateway for credit card processing. The vendor shall invoice the City monthly for the total number of secure transactions administered by the vendor during the previous month. The City shall be responsible for paying all fees associated with use and maintaining merchant account for the purposes of this Agreement. This fee is estimated at $964,647 (nine hundred sixty-four thousand, six hundred forty-seven dollars). **Item #14**

1.8. Contingency for Payment Card Industry (PCI) Standards upgrades shall be $75,000 (seventy-five thousand dollars). **Item #17**

1.9. Total cost for receipt paper shall be $294,000 (two hundred ninety-four thousand dollars). **Item # 11**

1.10. City reserves the right to purchase optional EMV Card Readers for Payment Card Industry (PCI) payment feature options in Pay Stations shall be $142,758 (one hundred forty-two thousand, seven hundred fifty-eight dollars). **Item #7 and Item #8.**

1.11. Contingency for additional Credit Card transaction fees in excess of 7,420,364 transactions annually shall be $40,000 (Forty thousand dollars). **Item #17**

1.12. Allowance for meter equipment spare parts shall be $40,000 (Forty thousand dollars). **Item #16**

1.13. If the City fails to pay the foregoing over a consecutive three-month period, IPS shall not be required to provide ongoing operating connectivity services without ongoing payment.

TIMING OF PAYMENTS

2 Monthly service fees for a Secure Gateway and Web based Management System (price chart items # 6 and #13) and credit transaction fees (price chart item # 14) will be paid in monthly installments. Items #6 and #13 shall be proportionally prorated based upon the number of installed meter/pay station-days per month during the installation process or in case of meter/ pay stations are removed from service. Invoiced monthly amounts will be payable on a Net 30 day basis with a one (1%) discount if paid within seven (7) days following the first day of each month thereafter (or the date the invoice is received, whichever is later) throughout the term of this Agreement. Payment of any invoice shall not be deemed a waiver of any dispute.

2.2.1 City agrees that it shall promptly notify Provider in writing of any dispute with an invoice, and that invoices for which no such notification is made shall be deemed accepted by the City.

END OF APPENDIX C

APPENDIX D

EQUIPMENT SPECIFICATIONS

A. SINGLE-SPACE METERS

When the on-street parking meter is configured with the new Single-Space parking meter system (SSPMS), the customer will park, go to the single-space meter, and insert the payment required to purchase the desired amount of time up to the maximum time limit. The customer will not be required to perform any additional steps. The single-space meters shall accept payment by coin, credit card, debit card (with Visa or Master Card logo) and smart cards. The single-space meters shall be wirelessly networked and connected to a web-based management system. The single-space meters shall utilize solar power to provide long-lasting power and battery life. The single-space meters shall use the existing poles, housings, cash containers and collection techniques.

The single-space meters are to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate with the Provider's parking management system without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the single-space meter shall be capable of operating in a stand-alone mode until the network environment is restored. In addition, for the purposes of security of credit card holder information, all card readers shall be integrated into the meter mechanism housing itself and not secured externally nor protrude externally to the meter housing. Additionally all meter products shall be PA-DSS compliant and all service providers shall be PCI-DSS Level 1 certified.

1.1 The Single-space parking meter mechanisms (SSPMM) shall have the following primary features:

1.1.1 Shall be capable of accepting payment via United States coins (nickels, dimes, and quarters only), credit card, and smart card. Credit cards shall at a minimum include Visa, and MasterCard, payment capabilities.

1.1.2 Credit card, debit card and smart card transactions shall be real time and not batched.

1.1.3 Shall be wirelessly networked via the cellular network, Global System for Mobile (GSM) communications and connected to a web-based management system such that no additional software other than an Internet browser shall be required to manage, monitor, and operate the meter mechanism.

1.1.4 Shall use solar panel and a rechargeable/back-up battery pack to provide ongoing power and backup power. The solar panel and rechargeable/back-up battery pack shall be integrated into each SSPMM.

1.1.5 Shall wirelessly notify parking operations staff, in real time, of any faults, such as a card reader or coin validator jam, via a text message, email, or both.

2.1 OPERATION AND RATES: SSPMMs shall be capable of being remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require City staff to interface with the meters in the field to accomplish such a rate update. The

following rate and operating characteristics shall apply to all SSPMMs.

2.1.1 FIXED RATE – same rate all day, for select/every day of the week.

2.1.2 MULTIPLE-RATES – change rates throughout the day, for a minimum of 6 times. The SSPMM shall be capable of displaying "TOW-AWAY DO NOT PARK", "NO PARKING" or "FREE PARKING" on the display screen, in addition to hourly parking rates for normal metering time.

2.1.3 PRE-PAY – SSPMMs shall allow a motorist to pay for parking prior to the beginning of enforcement hours if parking is not restricted prior to enforcement hours, up to the maximum duration period once enforcement begins. However, metered time shall only begin at the beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 9AM if parking is not restricted prior to 9AM. In such an example, metered time would only begin at 9AM and expire at 11AM.

2.1.4 SSPMM shall be capable of being programmed to enforce defined tow-away zones and display "TOW AWAY DO NOT PARK" on the LCD screen. During these tow-away times, the SSPMM shall not accept credit card/smart card payment and no time shall be given for coins. In such a configuration, motorists shall only be able to pay for time up to the beginning of the tow-away period. SSPMMs shall also be capable of displaying "NO PARKING" or "FREE PARKING" on the LCD screen. During these configurations credit card/ smart card payments shall not be acknowledged and no time shall be given for coins.

2.1.5 The SSPMM shall be capable of displaying the rate per hour, date and time, hours of enforcement, maximum duration (time period), and other customized messages or graphics on the meter LCD screen.

2.1.6 Changes and updates to all rate structures, maximum duration (time limits), available payment methods, and hours of meter operations shall also be managed and updated via the web-based management system.

3.1 SOLAR POWER

3.1.1 The SSPMM shall incorporate the use of a solar panel to provide the ability to recharge the battery.

3.1.2 This solar panel shall be weather-proof, and shall be integral to the meter housing to prevent damage due to operating conditions or vandalism.

4.1 GRAPHICAL DISPLAY

4.1.1 The SSPMMs shall have a large 160 x 160 backlit graphical liquid crystal display (LCD screen) with a temperature operating range of -22 deg F to +158 deg F, which is capable of displaying metered time (in a format of two digits to show hours and two digits to show minutes, i.e. HH:MM, including negative time capability), parking rates, maximum stay period messages, current time of day, time when meter will expire, as well as other alpha- numeric messages programmable through the web-based management system depending on the status of the meter

4.1.2 The LCD screen shall be remotely programmable via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made.

4.1.3 For increased visibility in low-light conditions, the LCD shall be backlit. Backlight shall be enabled automatically, via light sensitivity, and shall require no additional settings to be adjusted by the customer. Additionally, backlight shall only be enabled during a transaction in order to conserve battery power.

4.1.4 In addition, an ultra violet (UV) resistant, non-yellowing, polycarbonate resin thermoplastic material (such as Lexan® or equivalent) shall protect the LCD screen.

4.1.5 In the event of a coin jam, the SSPMM shall continue to allow payment via credit card or smart card. During such a jam, the meter shall be capable of displaying "CARDS ONLY NO COINS" on the LCD screen. In the event of a card reader jam, the meter mechanism shall continue to allow payment via coins. During such a jam, meter shall be capable of displaying "COINS ONLY NO CARDS" on the LCD screen. In either event, the meter shall be able to wirelessly notify maintenance staff in real time of the location and type of jam via email, text message, or both. In the event that both a coin jam and card reader jam are present, the meter shall be capable of displaying "OUT OF ORDER DO NOT PARK". All of these messages shall be capable of being remotely updated and programmed via the web-based management system.

5.1 EXPIRATION INDICATION

5.1.1 Light-emitting diodes (LED's) with the capability to operate flashing and steady burning with millicandela ratings of 5000 mcd or greater and 30 degrees or greater viewing angle, shall be positioned on the back of the SSPMM.

5.1.2 The standard configuration shall be flashing RED during expired status, with the capability to program GREEN for paid status.

5.1.3 Meters shall have ability to be remotely programmed for an expiration grace period, duration, color, and frequency of flashing LEDs, and other LED operating parameters via web-based management system.

6.1 COIN VALIDATION

6.1.2 The SSPMM shall be fully electronic with solid state components and a straight down, free-fall coin chute. The SSPMM shall recognize each coin, and give the appropriate amount of time.
The meter shall also incorporate a feature that shall count invalid coins, such as washers, gaming tokens, etc., so that the City can monitor the areas where these activities take place. No time shall be given for these fraudulent coins.

6.1.3 The coin validator shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coins or other types of coin validator jams. The coin chute shall have a clear casing to allow complete visibility of the coin pathway in order to identify and easily clear jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault, when the mechanism is properly installed in the upper housing. In the event of a jam, the meter shall have the ability to notify City staff of a jam via email, text message, or both.

7.1 CREDIT CARD AND SMART CARD PAYMENT

7.1.2 The SSPMM shall utilize a hybrid card reader which is integrated into the unit.

The hybrid card reader shall allow for both the use of a magnetic stripe credit card or smart card, and also a contact smart card. The parking customer will insert a smart card or insert/remove a credit card to start the payment process. The parking customer shall then have the ability to select the amount of time to be purchased, by pressing the "+" button for more time, or the "-" button for less time, up to the maximum time allowed and down to a minimum metered time. Users shall then select "OK" to purchase, or select "CANCEL" to stop the transaction.

7.1.3 A weather-proof capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad shall be modular, to allow in-field replacement if necessary.

7.1.4 The keypad shall be color coded, labeled, and provide a minimum of 4 buttons, to allow users to select (1) More time "+", (2) Less time "-", (3) CANCEL, and (4) "OK" for any card transactions.

7.1.5 PCI DSS Compliant. The Provider must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC. The Provider must comply with Payment Card Industry Data Security Standards (PCI DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: www.pcisecuritystandards.org.

8.1 SECURE GATEWAY FEE

The City shall agree to pay and the Provider shall agree to accept, as full compensation, the bid amount per credit card transaction processed for supplying a secure communications gateway for credit card processing. The Provider shall invoice the City monthly for the total number of secure transactions administered by the Provider during the previous month.

This secure gateway fee is separate from the fee charged by the City's credit card processing Provider, which shall remain the sole responsibility of the City.

9.1 RFID IDENTIFICATION

9.1.2 The SSPMM shall have the capability to communicate with a Radio Frequency Identification (RFID) tag mounted/adhered to the inside of the meter housing, such that the meter shall automatically know where it is located and be able to download its pole-specific location configuration (rates, display information, max stay period, etc.) from the host server, based upon information stored on the RFID tag.

10.1 METER DOME COVER (METER TOP)

10.1.1 The meter dome shall be made of durable material such as ductile iron or zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place at four corners using the same lock/key system on the City's current meters.

10.1.2 A window shall provide clear view of the digital display and shall be made of polycarbonate resin thermoplastic material (such as Lexan® or equivalent), that is UV stabilized to resist yellowing.

10.1.3 The outer surface of the meter dome cover shall be painted with an automotive grade material (the color to be determined by the City following the award of the bid), which again provides excellent resistance to weather and fading from sunlight, and shall provide a tough, scratch-resistant, and easily cleaned surface. The vendor shall provide the City with paint chips/paint samples at the vendor's expense.

11.1 SMART CARD AND SMART CARD SYSTEM

11.1.1 The Provider shall provide a bid for programmable magnetic stripe and contact smart cards (3 3/8 inches x 2 1/8 inches) that shall operate in the SSPMM.

11.1.2 The smart cards shall be personalized by the City. The City shall provide the artwork and text to the selected Contractor.

11.1.3 The Provider shall provide a bid for a magnetic stripe and contact smart card programmer (hardware and software) that shall allow the City to program the magnetic stripe and contact smart cards.

11.1.4 As there are many various forms of smart cards, if the City selects a card that requires any modification to the IPS meter, such cost will be quoted by IPS to the City as an additional cost for this service.

12.1 WIRELESS DATA AND MANAGEMENT SYSTEM CAPABILITIES

12.1.1 The SSPMM shall be capable of transmitting wireless data for the purposes of payment card processing, coin transactions, updates to the operating features, and rate configuration of the meter, as well as fault notification. The wireless capability shall be integral to the meter mechanism design, and shall not require a secondary connection to a wireless device. Such communication shall be accomplished without any additional networking equipment that would need to be installed on City street poles or any other location, such as buildings, etc.

12.1.2 Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this Contract, IPS shall provide the City the ability to upgrade or change carriers at the prices contained herein. Any such change shall be at the sole discretion of the City.

12.1.3 Updates to meter software, such as meter firmware and operating software, shall be performed wirelessly and shall not require City staff to interface with each individual meter to accomplish such an update. No additional software shall be required to access and update the meter system, other than access to an Internet browser.

12.1.4 The SSPMM management system shall not be dependent on the interaction of individual, handheld devices with each meter in the field. The management system shall be secure and completely web-based, and accessible to authorized personnel via the Internet. No additional software, other than an Internet browser, shall be required for the management system to be accessed and fully used in conjunction with the SSPMM.

Access to the meter management system by any authorized user shall be provided at all times (24 hours per day/ 7 days a week), via the Internet.

12.1.5 The management system shall provide a variety of reports and functions, including financial, technical, and administrative functions, via a single Internet-based portal. Reports and functions shall include, but are not limited to:
Credit card reconciliation (daily, weekly, monthly, annually).

a. Cash collection reports (by date, time, meter number, and collector).
b. Accumulative totals of all cash and card transactions (daily, weekly, monthly, or annually).
c. Revenue summary reports (daily, weekly, monthly, annually, by zone, route, street or meter number).
d. Coin box level (% full).
e. 4K-Individual transactions (cash or credit) by meter number.
f. GPS location of meters on a map, with statistical mouse-over feature.
g. Adjudication Reports.
h. Meter uptime (over time, by zone, street, and meter number).
i. Meter paid occupancy reports.
j. Exception reports for units not performing as required (communications or payment faults).
k. The management system shall be capable of exporting reports to a variety of common Microsoft file formats including, but not limited to, Excel, Access, and Word.
l. Ability to change rates and other operating parameters remotely via the Internet.
m. Maintenance software for logging service requirements over time.
n. Access to help materials and user manuals shall be available on-line.

13.1 ACCESS CARDS

13.1.1 The SSPMM shall allow for the use of additional cards, provided by the Contractor, to be used for the purposes of accessing meter diagnostics, cash collection, and allowing for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards shall be logged and presented as one of the report options in the web-based management system.

13.1.2 Diagnostics Card: With the use of a diagnostics card, and without opening the meter housing, the SSPMM shall provide the following minimum information relating to the current meter operating status.

13.1.3 View the current assigned meter configuration and software version.

13.1.3 View the battery level of the rechargeable battery, the non-rechargeable battery, and the solar panel charge level.

13.1.4 Test the operating condition of the card reader.

13.1.5 Test the operating condition of the coin validator.

13.1.6 Test the integrated wireless communications.

13.1.7 Allow for the meter to be turned off.

13.1.8 Coin Collection Card: With the use of a coin collection card, and without opening the meter housing, the SSPMM shall allow for parking meter collection staff to clear the coin box counter at the time of cash collection. This card shall provide to the web-based management system a cash audit feature that shall show the time of card use, the specific card used, the cash value collected, and a detailed summary of the coin types collected.

13.1.9 Meter Maintenance Card: With the use of a meter maintenance card, and without opening the meter housing, the SSPMM shall allow for maintenance staff to put time on the meter, to compensate a customer in the event of meter maintenance activity. The time put onto the meter shall not affect the revenue audit, and shall be logged and displayed in the web-based management system as an exception.

B. MULTI-SPACE METERS

All multi-space pay station installs must be integrated into one synonymous back-end system for ease of reporting and reference. All pay stations must accept payment by credit/debit card, smart card, coins, tokens, and provide options for contactless payments and pay-by-cell. Pay station equipment must be configurable in pay-by-space, pay-and-display and pay-by-plate modes, with the capability of changing from one mode to another without replacing the cabinet.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

All meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

a) Nashville (FDCN)
b) Cardnet
c) Vital (TYSY or Visanet)

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected Provider's technology shall conform to the following standards:

1.1.1 Global System for Mobile Communications (GSM).
1.1.2 Supplier must be (PCI DSS) certified.
1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
1.1.4 All applicable local, state, and federal guidelines and laws.

City staff will determine where pay stations will be deployed. The Contractor will deliver complete multi-space pay stations, install the mechanism, provide and maintain the meter management system, assist with setting up the meter rates and information messages, conduct staff training, troubleshoot problems as they

arise, all under the terms of this contract.

END OF APPENDIX D

Appendix E

Training Outline

Training Subject: Data Management System	
Element	**Description**
IPS will provide as much training (both on-site and web-based) as required by the City, including additional sessions, specialized sessions customized to the needs of the City, both before, during and after MS1 pay station deployment. Additionally, IPS can provide multiple trainers to conduct even more sessions if necessary. Most IPS training sessions are a combination of onsite classroom and hands on use of MS1 pay stations and management system, including manuals for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Below represents what IPS believes to be the primary training subject areas, but can be further customized to meet City needs.	
Training Subject: Pay Station Maintenance	
Element	**Description**
Subject Matter	Provide thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, as well as pay station configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Mangers, System Administrators
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	One week or more prior to installation and one week after installation
Location of Training	Onsite – Berkeley, CA
Training Provided By	Local Field Service Technician

Training Subject: Pay Station Maintenance	
Element	**Description**
Subject Matter	To introduce maintenance and operational staff with basic MS1 use and operating features, including primary construction & disassembly, installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A session.
Primary Audience	All maintenance and operations staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City meter shop
Training Provided By	IPS Group Project Manager/Local Field Service Technician

Training Subject: Finance / Accounting / Audit / Adjudication	
Element	**Description**

Subject Matter	To provide overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts, Finance & Accounting Managers
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	One week prior to installation and one week after installation
Location of Training	Onsite – Berkeley, CA
Training Provided By	IPS Group Project Manager and Local Field Service Technician

Training Subject: Enforcement	
Element	**Description**
Subject Matter	Demonstrate how IPS pay stations are operated by a user as well as how to perform visual enforcement. Training will also demonstrate pay station flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD
Training Provided By	Local Field Service Technician

Help Desk & Ongoing Support: IPS will providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). Additionally, IPS provides after hours service in the case of emergency, weekends, after hours and holidays which is 24/7 and 365 days a year. This answering service will notify IPS staff in the event of an emergency situation. Additionally, IPS will also provide contact information to all IPS senior staff should such an emergency arise.

Online Help & Manuals: IPS provides online help tools, such as access to all product manuals, frequently asked questions, as well as the ability to submit help tickets, and track the status of such tickets. IPS also offers the online ability to monitor and track RMA status.

On-Site Support: IPS will support the City with on-site project management, regional support, and technical support during the implementation phase of this contract.

END OF APPENDIX E

APPENDIX F

IPS Limited and Extended Warranties

1 Pay Stations and Meter Equipment

1.1 IPS Group, Inc. will provide a limited warranty for any new meter product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. The limited warranty shall begin from the point of equipment acceptance by the City, and end 12-months after that date. Purchased extended warranty shall begin in month 13 and end month 84 after that date.

1.2 The warranties shall include parts, labor, and shipping costs from the City to the Provider and from the Provider back to the City, as necessary, to repair any meter equipment during the warranty period.

1.3 Any meter equipment that fails within the warranty period shall be replaced/repaired by the Provider according the RMA Process below:

1.3.1. Upon the occurrence of a defect covered by warranty, City shall submit an RMA request via email to support@ipsgroupinc.com with the subject "RMA needed for Berkeley, CA";

1.3.2 Within 1 business day of receipt of the request from the City, the Company shall provide the City with an RMA number for those items, along with a FedEx ground shipping label via email, unless on-site visit is required. (FedEx ground is typically 3-5 business days); and

1.3.3 Company will process and ship received meters or components within 10-15 business days after receipt. Return shipment will be via FedEx Ground.

2 Components

1.2.1 The extended warranty for all other components (not including consumables, such as batteries or paper), including, but not limited to Pay stations, meter mechanisms, RFID tags, and access cards, shall be included in the warranty and compensated as stated in Appendix C of the agreement.

1.2.2 The IPS meter equipment battery is warranted for 3 years under normal operating conditions and with access to adequate sunlight. Provider shall provide a full twelve (12) month warranty on all batteries provided with original meter equipment when paired with a vehicle sensor and/or pay by cell phone option. In order to maximize battery life, City must allow Provider the ability to implement optimal power saving techniques. Absent this option, the warranty for Single-Space meter batteries shall only be for 6 months when pay-by-cell phone option is enabled. Replacement of batteries during the initial warranty period does not extend the warranty on that item.

1.2.2 IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors

contained as a part of the Force Majeure clause (section Exclusions "d") below.

Additional Provisions:

a. IPS must have the opportunity to assist in the initial deployment and system installation.
b. Repair or replacement under warranty of any defective product or sub-component does not extend the warranty period for that product or sub-component.
c. IPS will either repair or replace products, at our discretion, to replace parts that are found to be defective within the warranty period. IPS may repair a specific part/product up to three times before replacing the part/product.
d. Returns for credit will only apply once IPS has confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

a. Problems caused by the City's faulty installation of replacement components or damage due to inadequate packaging by the City for meter components retuned to the Provider for warranty repair.
b. Warranty voided by use of non-IPS replacement parts, un-authorized alterations to the equipment (hardware or software.
c. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.
d. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

3 Management System

The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

4. Term

After the initial Contract term, the City may negotiate a service contract for the Pay Stations, Single-space Meters, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

5. Obligations of City

5.1 Preventative Maintenance (Meters):

a. Meters surfaces should be kept clean with mild soap and water
b. The card reader heads (and Bill Note Reader, if applicable) should be cleaned with a cleaning card every 4-6 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
c. At 9-12 month increments, the coin validator and printer shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, printer and coin acceptor clear of debris.

d. Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
e. City, at their own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

END OF APPENDIX F

APPENDIX G

SOFTWARE MAINTENANCE & SUPPORT AGREEMENT

I. Scope of Agreement. During the term of this Agreement, as set forth in Section 2, Provider agrees to provide City standard maintenance, telephone support, on-site support, and custom enhancement as set forth in Sections 3, 4, 5, and 6, for computer programs this Agreement (collectively "Software").

II. Term.

A. *Effective Date.* This Agreement shall take effect upon Acceptance pursuant to Article 3.

B. *Termination Date.* This Agreement shall terminate upon the effective date of a subsequent agreement concerning maintenance services entered into between City and Provider.

III. Support & Maintenance Services.

A. *Scope of Services.* During the term of this Agreement, Provider will provide City the following Support & Maintenance Services for the Software:

1. Unlimited number of telephone support calls for software issues, during the term of this Agreement, as outlined in sub-section 2 & 3 below.

2. Customer Support shall be provided online and by telephone Monday – Friday (8:00 a.m. – 5:00 p.m. Pacific Time), excluding Provider holidays, for advice and consulting regarding other use of the Software.

3. Guaranteed 24-hour (weekdays) response to support issues.

4. Critical issues will receive the highest support priority with the objective of being resolved within 24 hours (weekdays).

5. Non-critical issues will receive priority with the objective of being resolved within 72 hours.

6. Periodic update releases of the Software that may incorporate (A) corrections of any substantial defects, (B) fixes of any minor bugs, and (C) at the sole discretion of Provider, enhancements to the Software.

B. *Critical Issues.* Critical issues are software malfunctions that prevent all system users from performing critical business processes including but not limited to:

- Program is not available
- Users cannot log in
- Screen crashes
- Meter status' are not updating
- Users cannot view reports

C. *Non-Critical Issues.* Non-critical issues are software malfunctions that do not limit users from carrying out critical business processes (as defined above) and are limited to when the

Software fails to perform as described in the documentation (as that term is defined in the License Agreement), or when clarification of the documentation is required or sue of specific aspects of the Software is not covered in standard training or documentation.

D. *Periodic Update Releases*. Upon the release of a software update, Provider will send notification of the update release to City's designee in writing via e-mail.

City is responsible for testing and validating updates within their specific environment.

E. *Support Exclusions*. Support & Maintenance Services do not include:

- Charged-far-Enhancements that are offered, at Provider's sole discretion, to customers upon payment of a license fee;
- Software Functionality Enhancement (customization) Services.
- On-site support.
- Third-Party product support

IV. Charged-For-Enhancements. From time to time, at Provider's sole discretion, Provider will make available to City Charged-for-Enhancements to the Software that City may license from Provider upon payment of the license fee established by Provider.

V. Software Functionality Enhancement Requests (Customizations). If software functionality as outlined on the system documentation does not meet City's requirements, City may contract Provider to provided system functionality enhancements (customizations).

Provider will evaluate customization requests and provide City with a written change order that includes a scope of work and cost estimate prior to the development of customization specifications. Upon the City's written approval of the change order, Provider will prepare detailed customization specification for City's review and written approval prior to development.

The City must notify the Provider of customization functionality deficiencies (if customization does not function as outlined in approved specifications) within 60 days of customization delivery. Provider will correct all customization functionality deficiencies at no charge if notified within 60 days of delivery.

At Provider's discretion customer customizations may be added to the software's standard feature set and provided to Provider's other customers.

VI. On-Site Support. Provider, will provide City On-Site Support as needed.

VII. Network Hardware & Software Support. Support & Maintenance services do not include: network support, monitoring, backup, installation or warranty on or of City's network hardware or software.

VIII. Management/Maintenance Fee.

A. *Contract duration.* Provider will charge City Management/Maintenance Fees as defined in Appendix "C" of this Agreement.

B. *Amount of Fee.* City agrees to pay Provider a Management System Fee, in the amount set forth in Appendix "C", Section 1, Support, Management & Maintenance Services provided

by Provider pursuant to this agreement.

IX. Obligations of City.

A. *City Contact*. City shall notify Provider of City's designee. To the maximum extent practicable, City's communications with Provider will be through the City's designee(s).

B. *Facility and Personnel Access*. City agrees to grant Provider access to City's facilities and personnel concerned with the meter operation to enable Provider to provide services.

END OF APPENDIX G

APPENDIX H

PCI Compliance for Third-Party Service Provider (TPSP)

1. Within 10 days of execution of this addendum, Provider shall provide an Attestation of Compliance (AOC) with scope verification that matches the type of service provided in this Contract or other PCI compliance document as acceptable to the City. Provider shall annually provide the AOC or other PCI compliance document acceptable to the City on the anniversary date of this addendum or the AOC renewal date. During this Contract term, Provider must provide the City with a valid PCI compliance document.

2. At the same time that the Provider provides its PCI compliance documents, Provider shall provide a written acknowledgement of responsibilities for PCI controls. The acknowledgement shall provide that Provider will maintain, on an on-going basis, all applicable PCI DSS requirements to the extent Provider handles, has access to, or otherwise stores, processes, or transmits City customers' cardholder data or sensitive authentication data or manages the City's cardholder data environment on behalf of the City. Provider shall sign the City's responsibility Matrix, attached hereto as **Appendix I**, acknowledging its role in PCI Compliance.

3. Within 30 days of any new Payment Card Industry Data Security Standards (PCI DSS) requirements, as issued by the PCI Security Standards Council, Provider shall provide an updated written acknowledgement of responsibilities to include the new PCI DSS requirements.

4. Within 30 days of this addendum, Provider shall provide a copy of the Provider's Incident Response Plan ("IRP") that will be implemented in the event of system and/or data breach/compromise. The IRP must be tested and updated at least annually. The IRP shall include but not be limited to:

   a) Roles, responsibilities, contact names and communication strategies in the event of a data breach/compromise, including notification to the City and the payment card brands (Visa and MasterCard).
   b) Specific incident response procedures.
   c) Business recovery and continuity procedures.
   d) Data back-up processes.
   e) Analysis of legal requirements for reporting compromises.
   f) Coverage and responses of all critical system components.
   g) Reference or inclusion of incident response procedures from the payment card brands (Visa and MasterCard).

5. Provider shall maintain an inventory of its system components, including, but not limited to: hardware, software, payment devices and locations which are part of its Cardholder Data Environment.

6. The City will review and verify Provider's written acknowledgement of responsibilities for PCI controls, as stated in #2 above, at least once a year.

END OF APPENDIX H

APPENDIX I

CITY'S RESPONSIBILITY MATRIX PCI for TPSP – PCI DSS 3.0 MANAGEMENT

	PCI DSS 3.0 Management Responsibility Matrix	
	The purpose of this spreadsheet is to satisfy PCI DSS Requirement 12.8.5: Maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by the entity.	This document is intended to meet the requirements for PCI DSS 3.0 Requirement 12.8.5 as it relates to the SSPM (Single-Space Parking Meter) service provided by IPS Group, Inc. As such, the following list of controls and applicable responsibilities only apply to the security of cardholder data which is accepted by the SSPM payment devices on behalf of City of Berkeley. This document does not apply to any cardholder data that City of Berkeley processes, stores, transmits, or otherwise uses for any other purpose, or on the behalf of any other entities.

	Control / Requirement	Responsibility	QSA Notes
	Requirement 1: Install and maintain a firewall configuration to protect cardholder data		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. From the parking meters to the backend processing and cardholder storage systems, IPS Group is responsible for all logical controls. This includes the placement, configuration, maintenance, and security of all firewalls, routers, switches, IPSec tunnels, and wireless (GSM) connectivity. No cardholder data traverses the client network, taking all card numbers accepted by the SSPM system out of scope for the majority of controls.
	1.1 Establish and implement firewall and router configuration standards that include the following:	**IPS Group**	
	1.1.1 A formal process for approving and testing all network connections and changes to the firewall and router configurations.	**IPS Group**	
	1.1.2 Current network diagram that identifies all connections between the cardholder data environment and other networks, including any wireless networks.	**IPS Group**	
	1.1.3 Current diagram that shows all cardholder data flows across systems and networks.	**IPS Group**	
	1.1.4 Requirements for a firewall at each Internet connection and between any demilitarized zone (DMZ) and the internal network zone.	**IPS Group**	
	1.1.5 Description of groups, roles, and responsibilities for management of network components.	**IPS Group**	
	1.1.6 Documentation and business justification for use of all services, protocols, and ports allowed, including documentation of security features implemented for those protocols considered to be insecure.	**IPS Group**	

	Examples of insecure services, protocols, or ports include but are not limited to FTP, Telnet, POP3, IMAP, and SNMP v1 and v2.		
	1.1.7 Requirement to review firewall and router rule sets at least every six months.	**IPS Group**	
	1.2 Build firewall and router configurations that restrict connections between untrusted networks and any system components in the cardholder data environment. *Note: An "untrusted network" is any network that is external to the networks belonging to the entity under review, and/or which is out of the entity's ability to control or manage.*	**IPS Group**	
	1.2.1 Restrict inbound and outbound traffic to that which is necessary for the cardholder data environment, and specifically deny all other traffic.	**IPS Group**	
	1.2.2 Secure and synchronize router configuration files.	**IPS Group**	
	1.2.3 Install perimeter firewalls between all wireless networks and the cardholder data environment, and configure these firewalls to deny or, if traffic is necessary for business purposes, permit only authorized traffic between the wireless environment and the cardholder data environment.	**IPS Group**	
	1.3 Prohibit direct public access between the Internet and any system component in the cardholder data environment.	**IPS Group**	
	1.3.1 Implement a DMZ to limit inbound traffic to only system components that provide authorized publicly accessible services, protocols, and ports.	**IPS Group**	
	1.3.2 Limit inbound Internet traffic to IP addresses within the DMZ.	**IPS Group**	
	1.3.3 Do not allow any direct connections inbound or outbound for traffic between the Internet and the cardholder data environment.	**IPS Group**	
	1.3.4 Implement anti-spoofing measures to detect and block forged source IP addresses from entering the network. (For example, block traffic originating from the Internet with an internal source address.)	**IPS Group**	
	1.3.5 Do not allow unauthorized outbound traffic from the cardholder data environment to the Internet.	**IPS Group**	
	1.3.6 Implement stateful inspection, also known as dynamic packet filtering. (That is, only "established" connections are allowed into the network.)	**IPS Group**	
	1.3.7 Place system components that store cardholder data (such as a database) in an internal network zone, segregated from the DMZ and other untrusted networks.	**IPS Group**	
	1.3.8 Do not disclose private IP addresses and routing information to unauthorized parties. *Note: Methods to obscure IP addressing may include, but are not limited to:* *- Network Address Translation (NAT)* *- Placing servers containing cardholder data behind proxy servers/firewalls,* *- Removal or filtering of route advertisements for private networks that employ registered addressing,* *- Internal use of RFC1918 address space instead of registered addresses.*	**IPS Group**	

	1.4 Install personal firewall software on any mobile and/or employee-owned devices that connect to the Internet when outside the network (for example, laptops used by employees), and which are also used to access the network. Firewall configurations include: - Specific configuration settings are defined for personal firewall software. - Personal firewall software is actively running. - Personal firewall software is not alterable by users of mobile and/or employee-owned devices.	**IPS Group**	
	1.5 Ensure that security policies and operational procedures for managing firewalls are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters		IPS Group parking meters are preinstalled with all the necessary firmware and software configured specific to each client. All vendor defaults are therefore changed as the configuration is different for every client. There is no system modification needed from the client or the installation technician to configure the parking meters once they are physically installed and powered on.
	2.1 Always change vendor-supplied defaults and remove or disable unnecessary default accounts before installing a system on the network. *This applies to ALL default passwords, including but not limited to those used by operating systems, software that provides security services, application and system accounts, point-of-sale (POS) terminals, Simple Network Management Protocol (SNMP) community strings, etc.).*	**IPS Group**	
	2.1.1 For wireless environments connected to the cardholder data environment or transmitting cardholder data, change ALL wireless vendor defaults at installation, including but not limited to default wireless encryption keys, passwords, and SNMP community strings.	**IPS Group**	
	2.2 Develop configuration standards for all system components. Assure that these standards address all known security vulnerabilities and are consistent with industry-accepted system hardening standards. Sources of industry-accepted system hardening standards may include, but are not limited to: - Center for Internet Security (CIS) - International Organization for Standardization (ISO) - SysAdmin Audit Network Security (SANS) Institute - National Institute of Standards Technology (NIST).	**IPS Group**	

	2.2.1 Implement only one primary function per server to prevent functions that require different security levels from co-existing on the same server. (For example, web servers, database servers, and DNS should be implemented on separate servers.) *Note: Where virtualization technologies are in use, implement only one primary function per virtual system component.*	**IPS Group**	
	2.2.2 Enable only necessary services, protocols, daemons, etc., as required for the function of the system.	**IPS Group**	
	2.2.3 Implement additional security features for any required services, protocols, or daemons that are considered to be insecure—for example, use secured technologies such as SSH, S-FTP, SSL, or IPSec VPN to protect insecure services such as NetBIOS, file-sharing, Telnet, FTP, etc.	**IPS Group**	
	2.2.4 Configure system security parameters to prevent misuse.	**IPS Group**	
	2.2.5 Remove all unnecessary functionality, such as scripts, drivers, features, subsystems, file systems, and unnecessary web servers.	**IPS Group**	
	2.3 Encrypt all non-console administrative access using strong cryptography. Use technologies such as SSH, VPN, or SSL/TLS for web-based management and other non-console administrative access.	**IPS Group**	
	2.4 Maintain an inventory of system components that are in scope for PCI DSS.	**IPS Group**	
	2.5 Ensure that security policies and operational procedures for managing vendor defaults and other security parameters are documented, in use, and known to all affected parties.	**IPS Group**	
	2.6 Shared hosting providers must protect each entity's hosted environment and cardholder data. These providers must meet specific requirements as detailed in *Appendix A: Additional PCI DSS Requirements for Shared Hosting Providers.*	**Not Applicable**	
	Requirement 3: Protect stored cardholder data		IPS Group accepts all card numbers on behalf of clients. As such, no PAN data ever traverses client-owned networks or systems. IPS Group does not store full PAN data within their databases and only stores truncated card numbers in addition to other information collected about the cardholder (name, expiration date, etc.).
	3.1 Keep cardholder data storage to a minimum by implementing data retention and disposal policies, procedures and processes that include at least the following for all cardholder data (CHD) storage: - Limiting data storage amount and retention time to that which is required for legal, regulatory, and business requirements - Processes for secure deletion of data when no longer needed - Specific retention requirements for cardholder data - A quarterly process for identifying and securely deleting stored cardholder data that exceeds defined retention.	**IPS Group**	

	3.2 Do not store sensitive authentication data after authorization (even if encrypted). If sensitive authentication data is received, render all data unrecoverable upon completion of the authorization process. *It is permissible for issuers and companies that support issuing services to store sensitive authentication data if:* *- There is a business justification and* *- The data is stored securely.* *Sensitive authentication data includes the data as cited in the following Requirements 3.2.1 through 3.2.3:*	**IPS Group**	
	3.2.1 Do not store the full contents of any track (from the magnetic stripe located on the back of a card, equivalent data contained on a chip, or elsewhere). This data is alternatively called full track, track, track 1, track 2, and magnetic-stripe data. *Note: In the normal course of business, the following data elements from the magnetic stripe may need to be retained:* *- The cardholder's name* *- Primary account number (PAN)* *- Expiration date* *- Service code* *To minimize risk, store only these data elements as needed for business.*	**IPS Group**	
	3.2.2 Do not store the card verification code or value (three-digit or four-digit number printed on the front or back of a payment card) used to verify card-not-present transactions.	**IPS Group**	
	3.2.3 Do not store the personal identification number (PIN) or the encrypted PIN block.	**IPS Group**	
	3.3 Mask PAN when displayed (the first six and last four digits are the maximum number of digits to be displayed), such that only personnel with a legitimate business need can see the full PAN. *Note: This requirement does not supersede stricter requirements in place for displays of cardholder data—for example, legal or payment card brand requirements for point-of-sale (POS) receipts.*	**IPS Group**	
	3.4 Render PAN unreadable anywhere it is stored (including on portable digital media, backup media, and in logs) by using any of the following approaches: - One-way hashes based on strong cryptography, (hash must be of the entire PAN) - Truncation (hashing cannot be used to replace the truncated segment of PAN) - Index tokens and pads (pads must be securely stored) - Strong cryptography with associated key-management processes and procedures. *Note: It is a relatively trivial effort for a malicious individual to reconstruct original PAN data if they have access to both the truncated and hashed version of a PAN. Where hashed and truncated versions of the same PAN are present in an entity's environment, additional controls should be in place to ensure that the hashed and truncated versions cannot be correlated to reconstruct the original PAN.*	**IPS Group**	

	3.4.1 If disk encryption is used (rather than file- or column-level database encryption), logical access must be managed separately and independently of native operating system authentication and access control mechanisms (for example, by not using local user account databases or general network login credentials). Decryption keys must not be associated with user accounts.	**IPS Group**	
	3.5 Document and implement procedures to protect keys used to secure stored cardholder data against disclosure and misuse: *Note: This requirement applies to keys used to encrypt stored cardholder data, and also applies to key-encrypting keys used to protect data-encrypting keys—such key-encrypting keys must be at least as strong as the data-encrypting key.*	**IPS Group**	
	3.5.1 Restrict access to cryptographic keys to the fewest number of custodians necessary.	**IPS Group**	
	3.5.2 Store secret and private keys used to encrypt/decrypt cardholder data in one (or more) of the following forms at all times: - Encrypted with a key-encrypting key that is at least as strong as the data-encrypting key, and that is stored separately from the data-encrypting key - Within a secure cryptographic device (such as a host security module (HSM) or PTS-approved point-of-interaction device) - As at least two full-length key components or key shares, in accordance with an industry-accepted method Note: It is not required that public keys be stored in one of these forms.	**IPS Group**	
	3.5.3 Store cryptographic keys in the fewest possible locations.	**IPS Group**	
	3.6 Fully document and implement all key-management processes and procedures for cryptographic keys used for encryption of cardholder data, including the following: *Note: Numerous industry standards for key management are available from various resources including NIST, which can be found at http://csrc.nist.gov.*	**IPS Group**	
	3.6.1 Generation of strong cryptographic keys	**IPS Group**	
	3.6.2 Secure cryptographic key distribution	**IPS Group**	
	3.6.3 Secure cryptographic key storage	**IPS Group**	
	3.6.4 Cryptographic key changes for keys that have reached the end of their cryptoperiod (for example, after a defined period of time has passed and/or after a certain amount of cipher-text has been produced by a given key), as defined by the associated application vendor or key owner, and based on industry best practices and guidelines (for example, NIST Special Publication 800-57).	**IPS Group**	
	3.6.5 Retirement or replacement (for example, archiving, destruction, and/or revocation) of keys as deemed necessary when the integrity of the key has been weakened (for example, departure of an employee with knowledge of a clear-text key component), or keys are suspected of being compromised. *Note: If retired or replaced cryptographic keys need to be retained, these keys must be securely archived (for example, by using a key-encryption key). Archived cryptographic keys should only be used for decryption/verification purposes.*	**IPS Group**	
	3.6.6 If manual clear-text cryptographic key-management operations are used, these operations must be managed using split knowledge and dual control.	**IPS Group**	

	Note: Examples of manual key-management operations include, but are not limited to: key generation, transmission, loading, storage and destruction.		
	3.6.7 Prevention of unauthorized substitution of cryptographic keys.	**IPS Group**	
	3.6.8 Requirement for cryptographic key custodians to formally acknowledge that they understand and accept their key-custodian responsibilities.	**IPS Group**	
	3.7 Ensure that security policies and operational procedures for protecting stored cardholder data are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 4: Encrypt transmission of cardholder data across open, public networks		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All card numbers in transit are protected by the use of IPsec VPN over GSM back to IPS Group's processing systems, after which they are transmitted
	4.1 Use strong cryptography and security protocols (for example, SSL/TLS, IPSEC, SSH, etc.) to safeguard sensitive cardholder data during transmission over open, public networks, including the following: - Only trusted keys and certificates are accepted. - The protocol in use only supports secure versions or configurations. - The encryption strength is appropriate for the encryption methodology in use. *Examples of open, public networks include but are not limited to:* *- The Internet* *- Wireless technologies, including 802.11 and Bluetooth* *- Cellular technologies, for example, Global System for Mobile communications (GSM), Code division multiple access (CDMA)* *- General Packet Radio Service (GPRS). · Satellite communications.*	**IPS Group**	
	4.1.1 Ensure wireless networks transmitting cardholder data or connected to the cardholder data environment, use industry best practices (for example, IEEE 802.11i) to implement strong encryption for authentication and transmission. *Note: The use of WEP as a security control is prohibited.*	**IPS Group**	
	4.2 Never send unprotected PANs by end-user messaging technologies (for example, e-mail, instant messaging, chat, etc.).	**IPS Group**	
	4.3 Ensure that security policies and operational procedures for encrypting transmissions of cardholder data are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 5: Use and regularly update anti-virus software or programs		IPS Group maintains and monitors all anti-virus software/programs and ensures they are up to date and running.

	5.1 Deploy anti-virus software on all systems commonly affected by malicious software (particularly personal computers and servers).	**IPS Group**	
	5.1.1 Ensure that anti-virus programs are capable of detecting, removing, and protecting against all known types of malicious software.	**IPS Group**	
	5.1.2 For systems considered to be not commonly affected by malicious software, perform periodic evaluations to identify and evaluate evolving malware threats in order to confirm whether such systems continue to not require anti-virus software.	**IPS Group**	
	5.2 Ensure that all anti-virus mechanisms are maintained as follows: • Are kept current. • Perform periodic scans. • Generate audit logs which are retained per PCI DSS Requirement 10.7.	**IPS Group**	
	5.3 Ensure that anti-virus mechanisms are actively running and cannot be disabled or altered by users, unless specifically authorized by management on a case-by-case basis for a limited time period. *Note: Anti-virus solutions may be temporarily disabled only if there is legitimate technical need, as authorized by management on a case-by-case basis. If anti-virus protection needs to be disabled for a specific purpose, it must be formally authorized. Additional security measures may also need to be implemented for the period of time during which anti-virus protection is not active.*	**IPS Group**	
	5.4 Ensure that security policies and operational procedures for protecting systems against malware are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 6: Develop and maintain secure systems and applications		All development, patching, security and critical updates to applications and operating systems are performed by IPS Group.
	6.1 Establish a process to identify security vulnerabilities, using reputable outside sources for security vulnerability information, and assign a risk ranking (for example, as "high," "medium," or "low") to newly discovered security vulnerabilities. *Note: Risk rankings should be based on industry best practices as well as consideration of potential impact. For example, criteria for ranking vulnerabilities may include consideration of the CVSS base score, and/or the classification by the vendor, and/or type of systems affected. Methods for evaluating vulnerabilities and assigning risk ratings will vary based on an organization's environment and risk assessment strategy. Risk rankings should, at a minimum, identify all vulnerabilities considered to be a "high risk" to the environment. In addition to the risk ranking, vulnerabilities may be considered "critical" if they pose an imminent threat to the environment, impact critical systems, and/or would result in a potential compromise if not addressed. Examples of critical systems may include security systems, public-facing devices and systems, databases, and other systems that store, process, or transmit cardholder data.*	**IPS Group**	

	6.2 Ensure that all system components and software are protected from known vulnerabilities by installing applicable vendor- supplied security patches. Install critical security patches within one month of release. *Note: Critical security patches should be identified according to the risk ranking process defined in Requirement 6.1.*	**IPS Group**	
	6.3 Develop internal and external software applications (including web-based administrative access to applications) securely, as follows: · In accordance with PCI DSS (for example, secure authentication and logging) · Based on industry standards and/or best practices. · Incorporating information security throughout the software-development life cycle *Note: this applies to all software developed internally as well as bespoke or custom software developed by a third party.*	**IPS Group**	
	6.3.1 Remove development, test and/or custom application accounts, user IDs, and passwords before applications become active or are released to customers.	**IPS Group**	
	6.3.2 Review custom code prior to release to production or customers in order to identify any potential coding vulnerability (using either manual or automated processes) to include at least the following: · Code changes are reviewed by individuals other than the originating code author, and by individuals knowledgeable about code-review techniques and secure coding practices. · Code reviews ensure code is developed according to secure coding guidelines · Appropriate corrections are implemented prior to release. · Code-review results are reviewed and approved by management prior to release. *Note: This requirement for code reviews applies to all custom code (both internal and public-facing), as part of the system development life cycle. Code reviews can be conducted by knowledgeable internal personnel or third parties. Public-facing web applications are also subject to additional controls, to address ongoing threats and vulnerabilities after implementation, as defined at PCI DSS Requirement 6.6.*	**IPS Group**	
	6.4 Follow change control processes and procedures for all changes to system components. The processes must include the following:	**IPS Group**	
	6.4.1 Separate development/test environments from production environments, and enforce the separation with access controls.	**IPS Group**	
	6.4.2 Separation of duties between development/test and production environments	**IPS Group**	
	6.4.3 Production data (live PANs) are not used for testing or development	**IPS Group**	
	6.4.4 Removal of test data and accounts before production systems become active	**IPS Group**	
	6.4.5 Change control procedures for the implementation of security patches and software modifications must include the following:	**IPS Group**	
	6.4.5.1 Documentation of impact.	**IPS Group**	
	6.4.5.2 Documented change approval by authorized parties.	**IPS Group**	
	6.4.5.3 Functionality testing to verify that the change does not adversely impact the security of the system.	**IPS Group**	
	6.4.5.4 Back-out procedures.	**IPS Group**	

	6.5 Address common coding vulnerabilities in software-development processes as follows: - Train developers in secure coding techniques, including how to avoid common coding vulnerabilities, and understanding how sensitive data is handled in memory. - Develop applications based on secure coding guidelines. *Note: The vulnerabilities listed at 6.5.1 through 6.5.10 were current with industry best practices when this version of PCI DSS was published. However, as industry best practices for vulnerability management are updated (for example, the OWASP Guide, SANS CWE Top 25, CERT Secure Coding, etc.), the current best practices must be used for these requirements.* *Note: Requirements 6.5.1 through 6.5.6, below, apply to all applications (internal or external):*	**IPS Group**	
	6.5.1 Injection flaws, particularly SQL injection. Also consider OS Command Injection, LDAP and XPath injection flaws as well as other injection flaws.	**IPS Group**	
	6.5.2 Buffer overflows	**IPS Group**	
	6.5.3 Insecure cryptographic storage	**IPS Group**	
	6.5.4 Insecure communications	**IPS Group**	
	6.5.5 Improper error handling	**IPS Group**	
	6.5.6 All "high risk" vulnerabilities identified in the vulnerability identification process (as defined in PCI DSS Requirement 6.1).	**IPS Group**	
	Note: Requirements 6.5.7 through 6.5.10, below, apply to web applications and application interfaces (internal or external):	**IPS Group**	
	6.5.7 Cross-site scripting (XSS)	**IPS Group**	
	6.5.8 Improper access control (such as insecure direct object references, failure to restrict URL access, directory traversal, and failure to restrict user access to functions).	**IPS Group**	
	6.5.9 Cross-site request forgery (CSRF)	**IPS Group**	
	6.5.10 Broken authentication and session management *Note: Requirement 6.5.10 is a best practice until June 30, 2015, after which it becomes a requirement.*	**IPS Group**	
	6.6 For public-facing web applications, address new threats and vulnerabilities on an ongoing basis and ensure these applications are protected against known attacks by either of the following methods: - Reviewing public-facing web applications via manual or automated application vulnerability security assessment tools or methods, at least annually and after any changes *Note: This assessment is not the same as the vulnerability scans performed for Requirement 11.2.* - Installing an automated technical solution that detects and prevents web-based attacks (for example, a web-application firewall) in front of public-facing web applications, to continually check all traffic.	**IPS Group**	
	6.7 Ensure that security policies and operational procedures for developing and maintaining secure systems and applications are documented, in use, and known to all affected parties.	**IPS Group**	

	Requirement 7: Restrict access to cardholder data by business need to know		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All access to cardholder data is restricted by business need to know through the portal application provided to customers to access transactional records and modify parking meter settings, such as rates and scheduling. No full PAN data is accessible or even stored by IPS Group nor their clients through the portal application.
	7.1 Limit access to system components and cardholder data to only those individuals whose job requires such access.	**IPS Group**	
	7.1.1 Define access needs for each role, including: - System components and data resources that each role needs to access for their job function - Level of privilege required (for example, user, administrator, etc.) for accessing resources.	**IPS Group**	
	7.1.2 Restrict access to privileged user IDs to least privileges necessary to perform job responsibilities.	**IPS Group**	
	7.1.3 Assign access based on individual personnel's job classification and function.	**IPS Group**	
	7.1.4 Require documented approval by authorized parties specifying required privileges.	**IPS Group**	
	7.2 Establish an access control system for systems components that restricts access based on a user's need to know, and is set to "deny all" unless specifically allowed. This access control system must include the following:	**IPS Group**	
	7.2.1 Coverage of all system components	**IPS Group**	
	7.2.2 Assignment of privileges to individuals based on job classification and function.	**IPS Group**	
	7.2.3 Default "deny-all" setting.	**IPS Group**	
	7.3 Ensure that security policies and operational procedures for restricting access to cardholder data are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 8: Assign a unique ID to each person with computer access		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All logical access including access to the IPS Group client portal,

			used for accessing transactional data and modifying parking meter settings, such as schedules and rate changes, is maintained by IPS Group.
	8.1 Define and implement policies and procedures to ensure proper user identification management for non-consumer users and administrators on all system components as follows:	**IPS Group**	
	8.1.1 Assign all users a unique ID before allowing them to access system components or cardholder data.	**IPS Group**	
	8.1.2 Control addition, deletion, and modification of user IDs, credentials, and other identifier objects.	**IPS Group**	
	8.1.3 Immediately revoke access for any terminated users.	**IPS Group**	
	8.1.4 Remove/disable inactive user accounts at least every 90 days.	**IPS Group**	
	8.1.5 Manage IDs used by vendors to access, support, or maintain system components via remote access as follows: - Enabled only during the time period needed and disabled when not in use. - Monitored when in use.	**IPS Group**	
	8.1.6 Limit repeated access attempts by locking out the user ID after not more than six attempts.	**IPS Group**	
	8.1.7 Set the lockout duration to a minimum of 30 minutes or until an administrator enables the user ID.	**IPS Group**	
	8.1.8 If a session has been idle for more than 15 minutes, require the user to re-authenticate to re-activate the terminal or session.	**IPS Group**	
	8.2 In addition to assigning a unique ID, ensure proper user-authentication management for non-consumer users and administrators on all system components by employing at least one of the following methods to authenticate all users: - Something you know, such as a password or passphrase - Something you have, such as a token device or smart card - Something you are, such as a biometric.	**IPS Group**	
	8.2.1 Using strong cryptography, render all authentication credentials (such as passwords/phrases) unreadable during transmission and storage on all system components.	**IPS Group**	
	8.2.2 Verify user identity before modifying any authentication credential - for example, performing password resets, provisioning new tokens, or generating new keys.	**IPS Group**	
	8.2.3 Passwords/phrases must meet the following: - Require a minimum length of at least seven characters. - Contain both numeric and alphabetic characters. Alternatively, the passwords/phrases must have complexity and strength at least equivalent to the parameters specified above.	**IPS Group**	
	8.2.4 Change user passwords/passphrases at least every 90 days.	**IPS Group**	
	8.2.5 Do not allow an individual to submit a new password/phrase that is the same as any of the last four passwords/phrases he or she has used.	**IPS Group**	
	8.2.6 Set passwords/phrases for first-time use and upon reset to a unique value for each user, and change immediately after the first use.	**IPS Group**	

	8.3 Incorporate two-factor authentication for remote network access originating from outside the network by personnel (including users and administrators) and all third parties, (including vendor access for support or maintenance). *Note: Two-factor authentication requires that two of the three authentication methods (see Requirement 8.2 for descriptions of authentication methods) be used for authentication. Using one factor twice (for example, using two separate passwords) is not considered two-factor authentication.* Examples of two-factor technologies include remote authentication and dial-in service (RADIUS) with tokens; terminal access controller access control system (TACACS) with tokens; and other technologies that facilitate two-factor authentication.	**IPS Group**	
	8.4 Document and communicate authentication procedures and policies to all users including: - Guidance on selecting strong authentication credentials - Guidance for how users should protect their authentication credentials - Instructions not to reuse previously used passwords - Instructions to change passwords if there is any suspicion the password could be compromised.	**IPS Group**	
	8.5 Do not use group, shared, or generic IDs, passwords, or other authentication methods as follows: · Generic user IDs are disabled or removed. · Shared user IDs do not exist for system administration and other critical functions. · Shared and generic user IDs are not used to administer any system components.	**IPS Group**	
	8.5.1 Additional requirement for service providers: Service providers with remote access to customer premises (for example, for support of POS systems or servers) must use a unique authentication credential (such as a password/phrase) for each customer. *Note: This requirement is not intended to apply to shared hosting providers accessing their own hosting environment, where multiple customer environments are hosted.* *Note: Requirement 8.5.1 is a best practice until June 30, 2015, after which it becomes a requirement.*	**IPS Group**	
	8.6 Where other authentication mechanisms are used (for example, physical or logical security tokens, smart cards, certificates, etc.), use of these mechanisms must be assigned as follows: - Authentication mechanisms must be assigned to an individual account and not shared among multiple accounts. - Physical and/or logical controls must be in place to ensure only the intended account can use that mechanism to gain access.	**IPS Group**	

	8.7 All access to any database containing cardholder data (including access by applications, administrators, and all other users) is restricted as follows: - All user access to, user queries of, and user actions on databases are through programmatic methods. - Only database administrators have the ability to directly access or query databases. - Application IDs for database applications can only be used by the applications (and not by individual users or other non-application processes).	**IPS Group**	
	8.8 Ensure that security policies and operational procedures for identification and authentication are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 9: Restrict physical access to cardholder data		IPS Group manages the physical security of the backend systems, including processing and database servers, firewalls, routers, wireless telecommunications devices over which they have ownership. IPS Group also takes precautions to provide meters that are hardened against substitution and tampering, including the use of conformal coating to protect PCBs and using mulitple layers of physical security within the meters themselves to prevent access to internal components. However, due to the infeasibility of protecting all of the SSPM devices installed across their client base, the responsibility of protecting the parking meters from tampering and substitution after installation must necessarily be that of the client.
	9.1 Use appropriate facility entry controls to limit and monitor physical access to systems in the cardholder data environment.	**IPS Group**	

	9.1.1 Use video cameras and/or access control mechanisms to monitor individual physical access to sensitive areas. Review collected data and correlate with other entries. Store for at least three months, unless otherwise restricted by law. *Note: "Sensitive areas" refers to any data center, server room or any area that houses systems that store, process, or transmit cardholder data. This excludes public-facing areas where only point-of-sale terminals are present, such as the cashier areas in a retail store.*	**IPS Group**	
	9.1.2 Implement physical and/or logical controls to restrict access to publicly accessible network jacks. *For example, network jacks located in public areas and areas accessible to visitors could be disabled and only enabled when network access is explicitly authorized. Alternatively, processes could be implemented to ensure that visitors are escorted at all times in areas with active network jacks.*	**IPS Group**	
	9.1.3 Restrict physical access to wireless access points, gateways, handheld devices, networking/communications hardware, and telecommunication lines.	**Shared**	For backend systems and telecommunications devices, IPS Group has responsibility over their owned systems. IPS Group also validates annually that service providers are properly restricting physical access to the telecommunications devices owned and operated by those service providers.
	9.2 Develop procedures to easily distinguish between onsite personnel and visitors, to include: - Identifying new onsite personnel or visitors (for example, assigning badges) - Changes to access requirements - Revoking or terminating onsite personnel and expired visitor identification (such as ID badges).	**IPS Group**	
	9.3 Control physical access for onsite personnel to the sensitive areas as follows: - Access must be authorized and based on individual job function. - Access is revoked immediately upon termination, and all physical access mechanisms, such as keys, access cards, etc., are returned or disabled.	**IPS Group**	
	9.4 Implement procedures to identify and authorize visitors. Procedures should include the following:	**IPS Group**	
	9.4.2 Visitors are identified and given a badge or other identification that expires and that visibly distinguishes the visitors from onsite personnel.	**IPS Group**	
	9.4.3 Visitors are asked to surrender the badge or identification before leaving the facility or at the date of expiration.	**IPS Group**	

	9.4.4 A visitor log is used to maintain a physical audit trail of visitor activity to the facility as well as computer rooms and data centers where cardholder data is stored or transmitted. Document the visitor's name, the firm represented, and the onsite personnel authorizing physical access on the log. Retain this log for a minimum of three months, unless otherwise restricted by law.	**IPS Group**	
	9.5 Physically secure all media.	**IPS Group**	
	9.5.1 Store media backups in a secure location, preferably an off-site facility, such as an alternate or backup site, or a commercial storage facility. Review the location's security at least annually.	**IPS Group**	
	9.6 Maintain strict control over the internal or external distribution of any kind of media, including the following:	**IPS Group**	
	9.6.1 Classify media so the sensitivity of the data can be determined.	**IPS Group**	
	9.6.2 Send the media by secured courier or other delivery method that can be accurately tracked.	**IPS Group**	
	9.6.3 Ensure management approves any and all media that is moved from a secured area (including when media is distributed to individuals).	**IPS Group**	
	9.7 Maintain strict control over the storage and accessibility of media.	**IPS Group**	
	9.8 Destroy media when it is no longer needed for business or legal reasons as follows:	**IPS Group**	
	9.8.1 Shred, incinerate, or pulp hard-copy materials so that cardholder data cannot be reconstructed. Secure storage containers used for materials that are to be destroyed.	**IPS Group**	
	9.8.2 Render cardholder data on electronic media unrecoverable so that cardholder data cannot be reconstructed.	**IPS Group**	
	9.9 Protect devices that capture payment card data via direct physical interaction with the card from tampering and substitution. *Note: These requirements apply to card-reading devices used in card-present transactions (that is, card swipe or dip) at the point of sale. This requirement is not intended to apply to manual key-entry components such as computer keyboards and POS keypads.* *Note: Requirement 9.9 is a best practice until June 30, 2015, after which it becomes a requirement.*	**Shared**	IPS Group ensures the protection of the devices against tampering and substitution as part of their supply chain processes. Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.
	9.9.1 Maintain an up-to-date list of devices. The list should include the following: - Make, model of device - Location of device (for example, the address of the site or facility where the device is located) - Device serial number or other method of unique identification.	**Shared**	IPS Group maintains an up-to-date list of devices as part of their PCI compliance efforts. IPS Group urges clients to maintain their own list of devices as well, but may make

			their internal inventory available to clients upon request.
	9.9.2 Periodically inspect device surfaces to detect tampering (for example, addition of card skimmers to devices), or substitution (for example, by checking the serial number or other device characteristics to verify it has not been swapped with a fraudulent device). *Note: Examples of signs that a device might have been tampered with or substituted include unexpected attachments or cables plugged into the device, missing or changed security labels, broken or differently colored casing, or changes to the serial number or other external markings.*	**City of Berkeley**	Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.
	9.9.3 Provide training for personnel to be aware of attempted tampering or replacement of devices. Training should include the following: - Verify the identity of any third-party persons claiming to be repair or maintenance personnel, prior to granting them access to modify or troubleshoot devices. - Do not install, replace, or return devices without verification. - Be aware of suspicious behavior around devices (for example, attempts by unknown persons to unplug or open devices). - Report suspicious behavior and indications of device tampering or substitution to appropriate personnel (for example, to a manager or security officer).	**City of Berkeley**	Once the parking meters are installed, the physical security of the meters, including protection against tampering and substitution, is the responsibility of the client.
	9.10 Ensure that security policies and operational procedures for restricting physical access to cardholder data are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 10: Track and monitor all access to network resources and cardholder data		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All logical access including access to the IPS Group client portal, used for accessing transactional data and modifying parking meter settings, such as schedules and rate changes, is maintained by IPS Group. Neither client nor IPS Group personnel are capable of accessing full PAN data. The only PAN data that can be accessed is truncated.
	10.1 Implement audit trails to link all access to system components to each individual user.	**IPS Group**	
	10.2 Implement automated audit trails for all system components to reconstruct the following events:	**IPS Group**	

	10.2.1 All individual user accesses to cardholder data	**IPS Group**	
	10.2.2 All actions taken by any individual with root or administrative privileges	**IPS Group**	
	10.2.3 Access to all audit trails	**IPS Group**	
	10.2.4 Invalid logical access attempts	**IPS Group**	
	10.2 5 Use of and changes to identification and authentication mechanisms—including but not limited to creation of new accounts and elevation of privileges—and all changes, additions, or deletions to accounts with root or administrative privileges	**IPS Group**	
	10.2.6 Initialization, stopping, or pausing of the audit logs	**IPS Group**	
	10.2.7 Creation and deletion of system-level objects	**IPS Group**	
	10.3 Record at least the following audit trail entries for all system components for each event:	**IPS Group**	
	10.3.1 User identification	**IPS Group**	
	10.3.2 Type of event	**IPS Group**	
	10.3.3 Date and time	**IPS Group**	
	10.3.4 Success or failure indication	**IPS Group**	
	10.3.5 Origination of event	**IPS Group**	
	10.3.6 Identity or name of affected data, system component, or resource.	**IPS Group**	
	10.4 Using time-synchronization technology, synchronize all critical system clocks and times and ensure that the following is implemented for acquiring, distributing, and storing time. *Note: One example of time synchronization technology is Network Time Protocol (NTP).*	**IPS Group**	
	10.4.1 Critical systems have the correct and consistent time.	**IPS Group**	
	10.4.2 Time data is protected.	**IPS Group**	
	10.4.3 Time settings are received from industry-accepted time sources.	**IPS Group**	
	10.5 Secure audit trails so they cannot be altered.	**IPS Group**	
	10.5.1 Limit viewing of audit trails to those with a job-related need.	**IPS Group**	
	10.5.2 Protect audit trail files from unauthorized modifications.	**IPS Group**	
	10.5.3 Promptly back up audit trail files to a centralized log server or media that is difficult to alter.	**IPS Group**	
	10.5.4 Write logs for external-facing technologies onto a secure, centralized, internal log server or media device.	**IPS Group**	
	10.5.5 Use file-integrity monitoring or change-detection software on logs to ensure that existing log data cannot be changed without generating alerts (although new data being added should not cause an alert).	**IPS Group**	
	10.6 Review logs and security events for all system components to identify anomalies or suspicious activity.	**IPS Group**	
	10.6.1 Review the following at least daily: - All security events - Logs of all system components that store, process, or transmit CHD and/or SAD, or that could impact the security of CHD and/or SAD - Logs of all critical system components - Logs of all servers and system components that perform security functions (for example, firewalls, intrusion-detection systems/intrusion-prevention systems (IDS/IPS), authentication servers, e-commerce redirection servers, etc.).	**IPS Group**	
	10.6.2 Review logs of all other system components periodically based on the organization's policies and risk management strategy, as determined by the organization's annual risk assessment.	**IPS Group**	
	10.6.3 Follow up exceptions and anomalies identified during the review process.	**IPS Group**	

	10.7 Retain audit trail history for at least one year, with a minimum of three months immediately available for analysis (for example, online, archived, or restorable from backup).	**IPS Group**	
	10.8 Ensure that security policies and operational procedures for monitoring all access to network resources and cardholder data are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 11: Regularly test security systems and processes		The Single-Space Parking Meter (SSPM) network is fully owned and operated by IPS Group. All external and internal systems are scanned for vulnerabilities at least quarterly and penetration testing activities are performed against all systems at least annually. Additional hardware penetration testing is performed by Tevora as part of IPS Group's PCI Assessment activities.
	11.1 Implement processes to test for the presence of wireless access points (802.11), and detect and identify all authorized and unauthorized wireless access points on a quarterly basis. *Note: Methods that may be used in the process include but are not limited to wireless network scans, physical/logical inspections of system components and infrastructure, network access control (NAC), or wireless IDS/IPS. Whichever methods are used, they must be sufficient to detect and identify both authorized and unauthorized devices.*	**IPS Group**	
	11.1.1 Maintain an inventory of authorized wireless access points including a documented business justification.	**IPS Group**	
	11.1.2 Implement incident response procedures in the event unauthorized wireless access points are detected.	**IPS Group**	
	11.2 Run internal and external network vulnerability scans at least quarterly and after any significant change in the network (such as new system component installations, changes in network topology, firewall rule modifications, product upgrades). *Note: Multiple scan reports can be combined for the quarterly scan process to show that all systems were scanned and all applicable vulnerabilities have been addressed. Additional documentation may be required to verify non-remediated vulnerabilities are in the process of being addressed. For initial PCI DSS compliance, it is not required that four quarters of passing scans be completed if the assessor verifies 1) the most recent scan result was a passing scan, 2) the entity has documented policies and procedures requiring quarterly scanning, and 3) vulnerabilities noted in the scan results have been corrected as shown in a re-scan(s). For subsequent years after the initial PCI DSS review, four quarters of passing scans must have occurred.*	**IPS Group**	

	11.2.1 Perform quarterly internal vulnerability scans and rescans as needed, until all "high-risk" vulnerabilities (as identified in Requirement 6.1) are resolved. Scans must be performed by qualified personnel.	**IPS Group**	
	11.2.2 Perform quarterly external vulnerability scans, via an Approved Scanning Vendor (ASV) approved by the Payment Card Industry Security Standards Council (PCI SSC). Perform rescans as needed, until passing scans are achieved. *Note: Quarterly external vulnerability scans must be performed by an Approved Scanning Vendor (ASV), approved by the Payment Card Industry Security Standards Council (PCI SSC). Refer to the ASV Program Guide published on the PCI SSC website for scan customer responsibilities, scan preparation, etc.*	**IPS Group**	
	11.2.3 Perform internal and external scans, and rescans as needed, after any significant change. Scans must be performed by qualified personnel.	**IPS Group**	
	11.3 Implement a methodology for penetration testing that includes the following: - Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115) - Includes coverage for the entire CDE perimeter and critical systems - Includes testing from both inside and outside the network - Includes testing to validate any segmentation and scope-reduction controls - Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5 - Defines network-layer penetration tests to include components that support network functions as well as operating systems - Includes review and consideration of threats and vulnerabilities experienced in the last 12 months - Specifies retention of penetration testing results and remediation activities results. *Note: This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.*	**IPS Group**	
	11.3.1 Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).	**IPS Group**	
	11.3.2 Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).	**IPS Group**	
	11.3.3 Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.	**IPS Group**	
	11.3.4 If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.	**IPS Group**	
	11.4 Use intrusion-detection and/or intrusion-prevention techniques to detect and/or prevent intrusions into the network. Monitor all traffic at the perimeter of the cardholder data environment as well as at critical points in the cardholder data environment, and alert personnel to suspected compromises. Keep all intrusion-detection and prevention engines, baselines, and	**IPS Group**	

	signatures up to date.		
	11.5 Deploy a change-detection mechanism (for example, file-integrity monitoring tools) to alert personnel to unauthorized modification of critical system files, configuration files, or content files; and configure the software to perform critical file comparisons at least weekly. *Note: For change-detection purposes, critical files are usually those that do not regularly change, but the modification of which could indicate a system compromise or risk of compromise. Change-detection mechanisms such as file-integrity monitoring products usually come pre-configured with critical files for the related operating system. Other critical files, such as those for custom applications, must be evaluated and defined by the entity (that is, the merchant or service provider).*	**IPS Group**	
	11.5.1 Implement a process to respond to any alerts generated by the change-detection solution.	**IPS Group**	
	11.6 Ensure that security policies and operational procedures for security monitoring and testing are documented, in use, and known to all affected parties.	**IPS Group**	
	Requirement 12: Maintain a policy that addresses information security for all personnel		IPS Group maintains their own information security policies and procedures, related to the development, configuration, and installation of their Single-Space Parking Meters. These information security policies and procedures do not in any way supplant the policies maintained and developed by IPS Group clients or customers for their own PCI DSS compliance.
	12.1 Establish, publish, maintain, and disseminate a security policy.	**IPS Group**	
	12.1.1 Review the security policy at least annually and update the policy when the environment changes.	**IPS Group**	
	12.2 Implement a risk-assessment process that: - Is performed at least annually and upon significant changes to the environment (for example, acquisition, merger, relocation, etc.), - Identifies critical assets, threats, and vulnerabilities, and - Results in a formal risk assessment. *Examples of risk-assessment methodologies include but are not limited to OCTAVE, ISO 27005 and NIST SP 800-30.*	**IPS Group**	
	12.3 Develop usage policies for critical technologies and define proper use of these technologies. *Note: Examples of critical technologies include, but are not limited to, remote access and wireless technologies, laptops, tablets, removable electronic media, e-mail usage and Internet usage.*	**IPS Group**	

	Ensure these usage policies require the following:		
	12.3.1 Explicit approval by authorized parties	**IPS Group**	
	12.3.2 Authentication for use of the technology	**IPS Group**	
	12.3.3 A list of all such devices and personnel with access	**IPS Group**	
	12.3.4 A method to accurately and readily determine owner, contact information, and purpose (for example, labeling, coding, and/or inventorying of devices)	**IPS Group**	
	12.3.5 Acceptable uses of the technology	**IPS Group**	
	12.3.6 Acceptable network locations for the technologies	**IPS Group**	
	12.3.7 List of company-approved products	**IPS Group**	
	12.3.8 Automatic disconnect of sessions for remote-access technologies after a specific period of inactivity	**IPS Group**	
	12.3.9 Activation of remote-access technologies for vendors and business partners only when needed by vendors and business partners, with immediate deactivation after use	**IPS Group**	
	12.3.10 For personnel accessing cardholder data via remote-access technologies, prohibit the copying, moving, and storage of cardholder data onto local hard drives and removable electronic media, unless explicitly authorized for a defined business need. Where there is an authorized business need, the usage policies must require the data be protected in accordance with all applicable PCI DSS Requirements.	**IPS Group**	
	12.4 Ensure that the security policy and procedures clearly define information security responsibilities for all personnel.	**IPS Group**	
	12.5 Assign to an individual or team the following information security management responsibilities:	**IPS Group**	
	12.5.1 Establish, document, and distribute security policies and procedures.	**IPS Group**	
	12.5.2 Monitor and analyze security alerts and information, and distribute to appropriate personnel.	**IPS Group**	
	12.5.3 Establish, document, and distribute security incident response and escalation procedures to ensure timely and effective handling of all situations.	**IPS Group**	
	12.5.4 Administer user accounts, including additions, deletions, and modifications.	**IPS Group**	
	12.5.5 Monitor and control all access to data.	**IPS Group**	
	12.6 Implement a formal security awareness program to make all personnel aware of the importance of cardholder data security.	**IPS Group**	
	12.6.1 Educate personnel upon hire and at least annually. *Note: Methods can vary depending on the role of the personnel and their level of access to the cardholder data.*	**IPS Group**	
	12.6.2 Require personnel to acknowledge at least annually that they have read and understood the security policy and procedures.	**IPS Group**	
	12.7 Screen potential personnel prior to hire to minimize the risk of attacks from internal sources. (Examples of background checks include previous employment history, criminal record, credit history, and reference checks.) *Note: For those potential personnel to be hired for certain positions*	**IPS Group**	

	such as store cashiers who only have access to one card number at a time when facilitating a transaction, this requirement is a recommendation only.		
	12.8 Maintain and implement policies and procedures to manage service providers with whom cardholder data is shared, or that could affect the security of cardholder data, as follows:	**IPS Group**	
	12.8.1 Maintain a list of service providers.	**IPS Group**	
	12.8.2 Maintain a written agreement that includes an acknowledgement that the service providers are responsible for the security of cardholder data the service providers possess or otherwise store, process or transmit on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment. *Note: The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.*	**IPS Group**	
	12.8.3 Ensure there is an established process for engaging service providers including proper due diligence prior to engagement.	**IPS Group**	
	12.8.4 Maintain a program to monitor service providers' PCI DSS compliance status at least annually.	**IPS Group**	
	12.8.5 Maintain information about which PCI DSS requirements are managed by each service provider, and which are managed by the entity.	**IPS Group**	
	12.9 Additional requirement for service providers: Service providers acknowledge in writing to customers that they are responsible for the security of cardholder data the service provider possesses or otherwise stores, processes, or transmits on behalf of the customer, or to the extent that they could impact the security of the customer's cardholder data environment. *Note: This requirement is a best practice until June 30, 2015, after which it becomes a requirement.* *Note: The exact wording of an acknowledgement will depend on the agreement between the two parties, the details of the service being provided, and the responsibilities assigned to each party. The acknowledgement does not have to include the exact wording provided in this requirement.*	**IPS Group**	
	12.10 Implement an incident response plan. Be prepared to respond immediately to a system breach.	**IPS Group**	
	12.10.1 Create the incident response plan to be implemented in the event of system breach. Ensure the plan addresses the following, at a minimum: - Roles, responsibilities, and communication and contact strategies in the event of a compromise including notification of the payment brands, at a minimum - Specific incident response procedures - Business recovery and continuity procedures - Data backup processes - Analysis of legal requirements for reporting compromises - Coverage and responses of all critical system components - Reference or inclusion of incident response procedures from the payment brands.	**IPS Group**	
	12.10.2 Test the plan at least annually.	**IPS Group**	

	12.10.3 Designate specific personnel to be available on a 24/7 basis to respond to alerts.	**IPS Group**	
	12.10.4 Provide appropriate training to staff with security breach response responsibilities.	**IPS Group**	
	12.10.5 Include alerts from security monitoring systems, including but not limited to intrusion-detection, intrusion-prevention, firewalls, and file-integrity monitoring systems.	**IPS Group**	
	12.10.6 Develop a process to modify and evolve the incident response plan according to lessons learned and to incorporate industry developments.	**IPS Group**	

APPENDIX J

EQUIPMENT ACCEPTANCE CERTIFICATE

The undersigned purchaser hereby acknowledges receipt of the equipment order described below. After confirmation of order fulfillment, and on-site product testing, we are now accepting the equipment as satisfactory for all purposes in accordance with the Agreement.

Quantity	Model Number	Equipment Description

The undersigned, as client and recipient of the above referenced equipment and associated services certifies:

1. The items of the Equipment, as such term is defined above and in reference to existing Agreement between the City of _____ ("the City") and IPS Group Inc., fully and accurately described on the list above have been received, delivered and installed at the location(s) set forth by the City.
2. The City has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
3. As of the Acceptance Date stated below and as between the City and IPS Group Inc., the City hereby agrees that: (a) the City has received and inspected all of the Equipment provided by IPS Group Inc.; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) the City waives any right to revoke such acceptance.

_____ _____

City of Berkeley Representative/Position Date

END OF SECTION

APPENDIX K

IPS CONCRETE ANCHOR INSTALLATION

See specification documents for Concrete Anchor Installation for MS1 Pay stations provided by Provider for City installations.

IPS MS1 Concrete Anchors Installation

Option with AC Power Provision

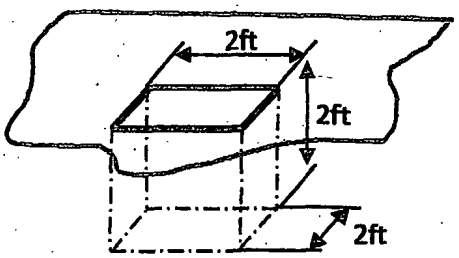
Step 1.

Identify location for installation of MS1.

Step 2.

Excavate a hole for concrete foundation of approximate size 2 ft. x 2 ft. x 2ft.

(Skip this step if suitable foundation is already in place)



Step 3.

Make provisions for AC power as applicable.

AC power cable



Step 4.

AC power cable shall be located near the center spot of meter installation. Other options available if AC power cannot be in-ground.

Pour in concrete.

Screed concrete to appropriate level e.g. ground level

The concrete needs to be cured to be ready for drilling. Depending on weather conditions it may take up to 7 days for full curing.

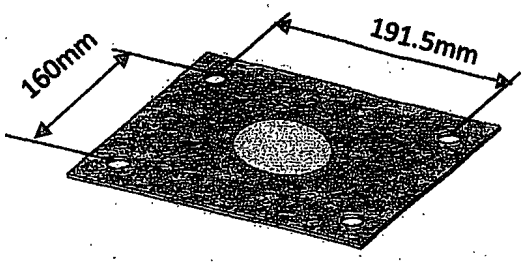
Step 5.

Drill 4 holes in concrete to the recommended diameter and depth using a template plate.

- 5/8" drill bit

Note:

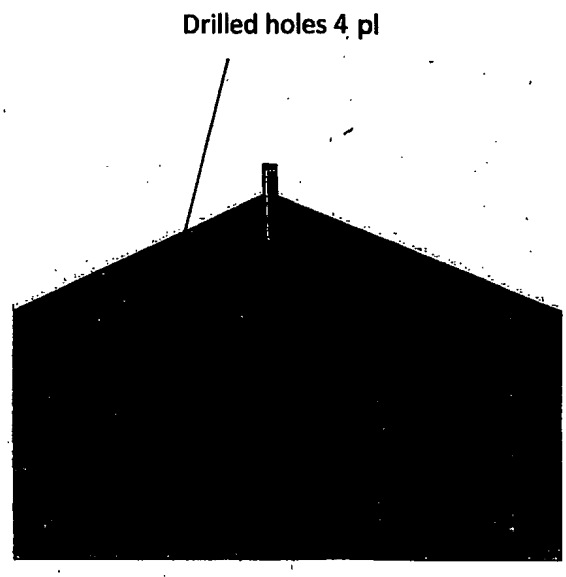
Drilling and installing anchors is usually done on the day of install with machines ready for installation at location.



Template plate

Step 6.

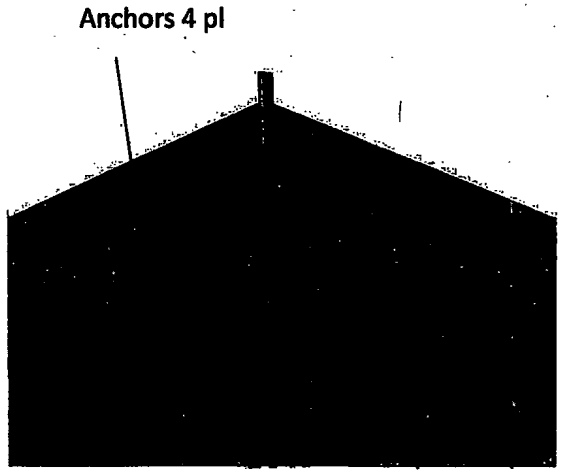
Clean thoroughly with a hole cleaning brush. Remove the debris with a hand pump, compressed air or vacuum



Step 7.

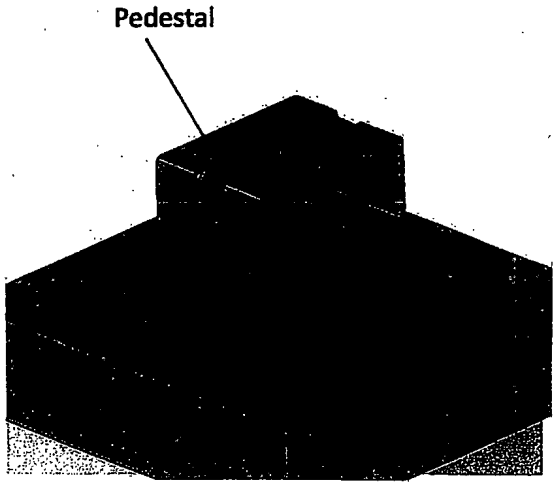
Drive in the anchors with a hammer.
Recommended anchors

- 4x Anchor Bolts 5/8" x 6"; male thread stud; SST316



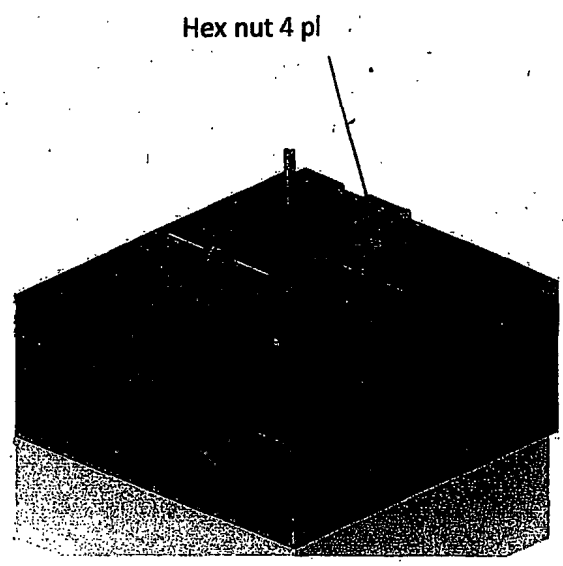
Step 8.

Install MS1 pedestal over 4 bolts.
Check top surface of pedestal for leveling.
If necessary, level the top surface of the pedestal by removing, adding washers, and re-check for leveling.



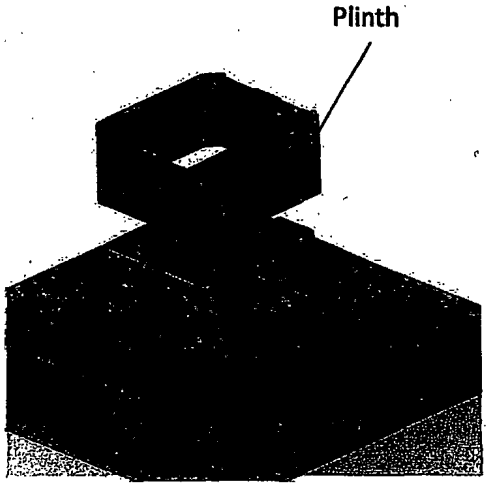
Step 9.

Secure the MS1 pedestal to the anchor bolts with 5/8" hex nuts.



Step 10.

Assemble the MS1 plinth over the MS1 pedestal.

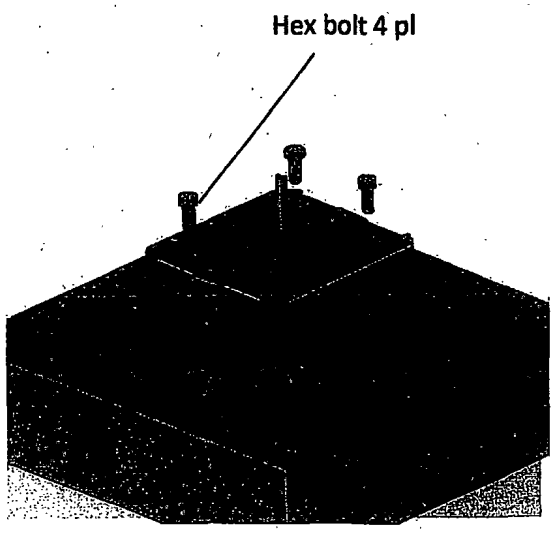


Step 11.

Install the MS1 paystation over the plinth and pedestal.

Position the paystation over the 4 mounting holes, such that the paystation can be secured in place using the 4 hex bolts.

Terminate the AC power cable with a junction box in the lower cabinet of the MS1 paystation.



END OF SECTION

APPENDIX L

DATA TRANSFER ACCEPTABLE FORMAT

Start Date	Time	Zone	Area	Sub Area	Pole	Parking End Time	Meter Type	Time Purchased	Coin($)	Credit Card($)	Smart Card($)	Total($)
09/05/2014	23:25:38	Tele	2GB TELE 8	2400 COLLEGE AVE - GB	CO2437	9/5/2014 23:25:38	M3	00:00:00	0.75	0.00	0.00	0.75
09/05/2014	23:25:11	Tele	2GB TELE 8	2400 COLLEGE AVE - GB	CO2437	9/5/2014 23:25:11	M3	00:00:00	0.25	0.00	0.00	0.25
09/05/2014	22:58:07	Tele	2GB TELE 2	2300 BOWDITCH ST - GB	BO2335	9/5/2014 22:58:07	M3	00:00:00	0.50	0.00	0.00	0.50

END OF APPENDIX L

APPENDIX M

REQUEST FOR PROPOSALS (RFP)
Specification No. 15-10917-C
FOR
Multi-Space Parking Meter Upgrades
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals that provide multi-space parking meters capable of integrated upgrades with the City's existing multi-space parking. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, March 27, 2015.** All responses must be in a sealed envelope and have **"Multi-Space Meter Upgrades"** and **Specification No. 15-10917-C** clearly marked on the **outer most mailing envelope.** Please submit one original and ***four (4)*** unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Danette Perry, Parking Services Manager**, via email at **dperry@cityofberkeley.info** no later than **March 16, 2015**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

from one mode to another without replacing the cabinet. The pay stations shall use the existing housings (with exception of the doors and locks), cash containers and collection techniques.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

Additionally, all meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

d) Nashville (FDCN)
e) Cardnet
f) Vital (TYSY or Visanet)

Contract Term
The term of the proposed contract shall be for a period of two (2) years, commencing July 1, 2015 through June 30, 2017 with three (2) year options to extend this Contract in the City's sole discretion.

Location of Services
The City plans to enter into a contract with a qualified vendor to provide multi-space pay station equipment, installation, and a software management system at designated meter zone areas in the City.

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected provider's technology shall conform to the following standards:

1.1.1 Global System for Mobile Communications (GSM).
1.1.2 Supplier must be (PCI DSS) certified.
1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
1.1.4 All applicable local, state, and federal guidelines and laws.

2.0 REQUIREMENTS

The City will upgrade existing multi-space pay stations in approximately 235 locations throughout the City. The multi-space retrofit priority will be deployed at pay stations that experience high demand citywide. It is anticipated the City will convert approximately 235 pay stations during the first (2) two years of this contract as well as purchase some new multi-space pay stations, although the City may elect to purchase more or less, depending upon funding availability and decisions on new meter locations.

The City's intent is for the retrofitted meter mechanisms to be retrofitted into the City's current pay station housings, without any changes to the coin vault, or cash collection operations, and for a wireless system to be connected to the meters to provide information and to manage the operation, maintenance, collections, and reports. The only anticipated changes are to the pay station mechanisms and doors that shall fit into the City's existing pay station housing base. The City's multi-space pay stations are Cale MP104 Compact, purchased from 2005 to 2014.

3.2 PRODUCT AND SERVICES REQUIREMENTS

3.2.1	Technical Requirements
3.2.1.1	**General Multi-space Pay station Requirements**
3.2.1.2	Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.
3.2.1.3	Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.
3.2.1.4	Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system
3.2.1.5	Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures
3.2.1.6	Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station
3.2.1.7	Provide real-time credit card processing through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted
3.2.1.8	Include standard solar panel for charging and maintain battery power.
3.2.1.9	Pay stations must meet current ADA compliant guidelines.
3.2.1.10	Provide real-time maintenance status updates.
3.2.1.11	The pay station must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
3.2.1.12	*The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:*
3.2.1.13	The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.
3.2.1.13.1	a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions , including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.
3.2.1.13.2	b) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.
3.2.1.13.3	c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.
3.2.2	**Cabinet/Security**
3.2.2.1	For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.
3.2.2.2	Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.
3.2.2.3	The pay stations must be vandal resistant and have recessed door hinges.
3.2.2.4	Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.
3.2.2.5	The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.
3.2.2.6	The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

3.2.4.9	The display shall have sufficient backlight so the pay station information can be seen at night.
3.2.5	**Coin Validation**
3.2.5.1	The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.
3.2.5.2	The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).
3.2.5.3	Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of $0.01, $0.05, $0.10, $0.25 and $1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.
3.2.5.4	The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault. In the event of a jam, the meter must have the ability to notify city staff of a jam via email, text message or both.
3.2.5.5	If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.
3.2.5.6	Coin validator must be easily removable for service or replacement.
3.2.5.7	Coin validator will detect and count the number of unacceptable or invalid coins.
3.2.6	**Card Reader/Credit Card Payments**
3.2.6.1	The pay station will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.
3.2.6.2	Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).
3.2.6.3	The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.
3.2.6.4	The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.
3.2.6.5	If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.
3.2.6.6	Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.
3.2.6.7	a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.
3.2.6.8	The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.
3.2.6.9	In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.
3.2.7	**Printer**

3.2.9.1.4	d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.
3.2.9.1.5	e) The clock will track the day of week, Monday through Sunday.
3.2.9.1.6	f) Time of day and day of week will be visible to maintenance staff on the front display screen.
3.2.10	**Communications**
3.2.10.1	Pay stations must operate on a 3G or 4G network.
3.2.10.2	Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.
3.2.10.3	When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.
3.2.10.4	Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.
3.2.10.5	Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.
3.2.10.6	Pay stations can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both.
3.2.11	**Payment Card Industry Data Security Standards (PCI)**
3.2.11.1	Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI).
3.2.11.2	The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.
3.2.11.3	The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA -DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf
3.2.11.4	The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.
3.2.11.5	The proposer must be able to demonstrate they meet the above requirements at the time of bid.
3.2.11.6	Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.
3.2.11.7	Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.
3.2.12	**Management System**
3.2.12.1	Login and access to the wireless based management system via the Internet.
3.2.12.2	The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.
3.2.12.3	Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.
3.2.12.4	Real time alarms and status reporting for maintenance via the wireless based management system.
3.2.12.5	The management system shall notify service technicians of fault and status issues via text or e-mail.
3.2.12.6	System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal
3.2.13	**Collections**
3.2.13.1	The pay station will deposit coins directly into a secure, locked coin box, holding a

3.2.14.7	Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.
3.2.14.8	Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.
3.2.14.9	Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.
3.2.14.10	Meters will remotely update and change rate schemes.
3.2.14.11	Meters will allow for rate scheme updates for special events via the Meter Management System.
3.2.14.12	When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.
3.2.14.13	Meters will display which forms of payment are available and unavailable to the customer.
3.2.14.14	All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.
3.2.15	**Pay Stations and Performance Requirements**
3.2.15.1	The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.
3.2.15.2	Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.
3.2.15.3	The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.
3.2.15.4	The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.
3.2.15.5	Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.
3.2.16	**Additional Desired Features**
3.2.16.1	Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. Any meter system installed must have the ability to push any time purchased from a remote payment device or smart phone directly to the meter such that the payment of the meter is transparent for the purposes of enforcement. Additionally, if so desired, a user may register for a service that would allow for delivery of a receipt after payment with a credit card as well as a notification prior to meter expiration for the purposes of adding additional time to the meter remotely, where public policy permits.
3.2.16.2	Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

Vendor shall confirm that the proposed equipment and software meet the technical specifications listed in all sections of the Techincal Requrements (sections 3.2.1 through 3.1.16).

Vendor must indicate any and all technical specifications that the proposed equipment and software do not meet as listed in all sections of 2.1 through 3.1.16 .

As part of their Proposal, the Contractor shall submit a flowchart diagram depicting the credit card processing subsystem architecture and the process for credit card transaction approvals.

3.4.1.1. The vendor shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

3.4.2 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

3.4.2.1 Disaster Recovery/Backup Plan. It will be the responsibility of the vendor to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the vendor must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The vendor shall thoroughly explain its disaster recovery and back-up plan, which at a minimum should address the following:

3.4.2.1.1 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.2 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.3 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

3.4.2.1.4 alternate processing arrangements to meet business resumption requirements; and

3.4.2.1.5 proposed annual and comprehensive testing of emergency procedures; and

3.4.2.1.6 alternate processing arrangements in the event of a lack of access to the vendor's main processing site.

3.4.2.2 If the management system goes down for any reason, the system must not allow credit cards or smart cards to be used at meters nor shall credit card/smart card numbers be stored in the meter mechanism. The meter shall default to accepting coins only and shall notify customers that only coins are accepted.

3.5 LIQUIDATED DAMAGES

The vendor and the City shall agree that the timely delivery and the substantial operation of the pay stations are of particular significance to the City and recognize that the retrofit features and software functionality are particular reasons for the selection of the vendor by the City. For those reasons, the parties shall agree that the City would suffer revenue loss if the vendor was not able to deliver the meters to the City as scheduled in this Contract or if the meters and the software did not operate at a certain level of functionality. For these reasons the City and vendor shall agree that in the event these requirements are not met, due to the fault of the vendor, that the vendor shall be liable to the City, in

3.5.4 Termination Option for Chronic Problems: If, in any single calendar month, three (3) or more events occur for which liquidated damages are applicable, then the City may terminate this Contract for cause and without penalty, by notifying vendor within five (5) days following the end of such calendar month.

3.5.5 Liquidated Damages Credit: To receive credits described in this section, the City will notify the vendor in writing. The credit will be applied to current or future invoices.

3.6 SOURCE CODE ESCROW

Additional Requirements:
Source Code Escrow: The City typically requires providers of enterprise systems to enter into a source code escrow agreement upon contract signing. The City uses Wells Fargo Bank as an agent but will consider other arrangements.

3.7 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

3.7.1 The selected vendor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The vendor shall also maintain the financial information and data used by the vendor in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The vendor shall provide proper facilities for such access. The vendor shall not charge the City for time spent assisting the City in reviewing said documents.

3.7.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The vendor agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the vendor, the City's representative shall afford the vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the vendor.

3.7.3 The selected vendor shall maintain copies of the complete records of the execution of the Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

3.7.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

regular business hours.

3.8.2 Components

3.8.2.1 The vendor shall state the warranty for all other components, including: pay station mechanisms (item 1), printers (item), coin validators (items), access cards (items 5-7) replacement parts (items 8-17)

3.8.2.2 On **Attachment I** Items #7-11, indicate the item, part number and the warranty for that item component as applicable. Itemize each item component on a separate line of Attachment I.

3.8.3 Management System

3.8.3.1 The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

3.8.3.2 The vendor shall correct major software problems immediately on a priority basis. Major software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of payment functionality, system instability, or database corruption.

3.8.3.3 After the initial Contract term, the City may negotiate a service contract for the pay station's parking management system, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

3.8.3.4 The vendor shall support upgrades to their application based on operating system patch and upgrade requirements (For example, if the runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, this Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system at no cost to the City).

3.8.3.5 The vendor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within 30 days of discovery.

3.9 EXTENDED WARRANTY *SOFTWARE* SUPPORT SERVICES – YEARS 3 THROUGH 8

3.9.1The vendor shall propose a scope of work to provide post-warranty Software Support Services similar to the services provided during the warranty period, and as described in Section 3.83, above. Services to be described in the scope of work include, but are not limited to:

3.9.1.1 . On-Site Software Support for both equipment/system and all 3rd party software applications

3.9.1.2. Remote Software Support for both equipment/system and all 3rd party

3.10.1.5 The Vendor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Vendor.

3.10.1.6 The City reserves the right to order additional parts and manage the equipment spare parts inventory as required to maintain the system.

3.10.1.7 All equipment and parts shall be newly manufactured within the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

3.10.1.8 When delivered to the City, an itemized list of manufacturer's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Vendor.

3.10.1.9 Preventive Maintenance and Emergency Support Agreement

3.10.1.10 Proposed scope of work shall be subject to modification and ultimate approval of the City.

3.10.1.11 The Vendor shall propose an annual cost to perform the preventive maintenance services contained within the scope of work as well as an hourly rate for various types of technical response during emergency support or response situations for the year following the warranty period as well as the subsequent three years (YEARS 2 THROUGH 10). These costs shall be clearly indicated in the Proposal as Additive/Alternate Proposal Items, and shall not be included in the Total Proposed Base Price. These prices shall be valid prices for the City to purchase the Maintenance Services through a service agreement between the City and the vendor. For emergency support services, the vendor shall provide Hourly Service Rates, by type, as defined below:

i. Regular Business Hours – 7:00 AM through 7:00 PM, 5 days a week
ii. Outside of Business Hours – 7:00 PM through 7:00 AM, 5 days a week

3.10.1.12 The City will not pay overtime charges.

4.0 ACCEPTANCE AND FUNCTIONALITY

4.1 ACCEPTANCE

4.1.1 Acceptance of the retro-fit pay station mechanisms and new pay stations shall occur after the vendor has successfully completed installation of the retro-fit mechanisms into the City's pay station housing in designated parking locations and the mechanisms are properly integrated and communicating with the Multi- Space Parking Meter System. Retro-fitted pay station mechanisms must meet the definition of a 'functional pay station'.

4.1.1.1 Functional Pay Station
A functional pay station is a multi-meter mechanism and related components

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. All Respondents should structure their proposals in the following manner:

1. Cover Letter:

A one page cover letter should contain the name of the firm, the firm's principal place of business, the name, email address, telephone and fax number of the primary contact person, the company tax identification number. The location of primary office providing services should be identified.

2. Company History and Client Satisfaction:

Each proposal shall include an overview of the history of the company and a comprehensive list of current clients preferably other California Cities. Specific reference information for three (3) clients relevant to the proposed work should be included (must have had the proposed system installed with 25 or more retrofitted pay stations for at least 12 months. One (1) of the references shall be of a difficult implementation. Provide the designated person's name, title, organization, address, telephone number, and a description of the work performed for that client. *Please include the daily work performed and the correlation of employees performing work relative to the employees that would be providing the services under this RFP response.*

3. Functional Qualifications
Proposers should provide a detailed response to each of the desired Product and Services requirements in Section 3.2. Responses should indicate if proposed offering is in compliance with the requirements (response by subsections is allowed if applicable) and describe any part of the offering not in compliance and the extent of the noncompliance. Proposers should provide additional information as necessary to fully explain their offering and technical and service requirements. Proposals should follow the organization of the functional requirements in the Request for Proposals. Proposers should also outline their strategy for product innovation and developing future product and service offerings.

4. Support Strategy
Each proposal shall include an explanation of the maintenance and support offered after the product is implemented and the respondent's overall support strategy for the on-going maintenance and operation of the proposed system *(see sections 3.8 and 3.9)*. Respondents shall describe how they will respond to operational issues including expected response times and identifying support resources and their location. Proposals shall describe on-site support to be provided by the City as well as recommended inventories of spare parts on-site. Each proposal should also describe the availability of support resources and problem escalation procedures.

5. Implementation Plan
Each proposal shall include detailed information on the proposed transition and implementation plan. The implementation plan should describe in detail the steps that will be taken to mitigate disruptions to the parking system during the implementation and how the implementation will be staged to accommodate ongoing business operations. The proposal should describe any specific responsibilities of the City during the implementation. An implementation timeframe should also be included. A detailed description of the training program included in the proposed offering should describe the

A selection panel will be convened of staff qualified persons as determined by the Public Works Department. The panel will review and score all Proposals. The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best proposal for the City of Berkeley are listed below. The City of Berkeley shall be the sole judge as to which proposal best meets its needs. The city of Berkeley reserves the right to contract for any desired service or equipment whether in whole or in part.

CRITERIA	MAXIMUM POINTS
1. Quality of Proposal	40
2. References	20
3. Costs	40
TOTAL	100

1. **Quality of Proposal** – The City is seeking the most responsive and responsible proposal, including qualification and resource factors. The City's definition of **responsive** is a bid which conforms, in all material respects, to the requirements set forth in a bid proposal. The City's definition of **responsible** is a proposer who has the capability, facilities, equipment, and personnel needed to fully perform this Contract requirements, and the experience, integrity, and reliability. Evaluation for Quality of Proposals will include:

   a. Responsiveness to technical requirements, strategy for enhancing the offering in the future, and demonstrated capability of desired features, performance, user friendliness and overall system capabilities.

   b. Quality of the transition & implementation plan to retro-fit pay stations and the mitigation of disruptions to the parking system. The evaluation will also consider the quality of the proposed training program.

   c. Maintenance and support plan including responsiveness, available resources, on-site availability and available technical support.

   The past performance of proposers and delivery time will be considered in the evaluation of bids.

2. **References** – The references should be able to provide performance related information about the Proposer's Operations Team and be knowledgeable about the project the Proposer performed for their organization.

3. **Costs**- The City does desire to keep costs to a minimum. Proposals will be evaluated based upon the total cost of ownership including purchase costs, implementation costs and on-going operating costs. The lowest bid receives 40 points, other bid score rankings are based on percentage of lowest bid.

$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27.

under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be ***printed on both sides of the page*** whenever practical.

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal — Attachment A
- Non-Discrimination/Workforce Composition Form — Attachment B
- Nuclear Free Disclosure Form — Attachment C
- Oppressive States Form — Attachment D
- Living Wage Form — Attachment E

Attachment H

Attachment I
Multi-Space Parking Meter & Upgrades
Cost Proposal Form

ITEM NO.	EST. QTY.	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
			HARDWARE			
1	230		Multi-Space Pay Station Retro-fit Mechanism with Credit card Capability*	$		$
2	10-30		Multi-space Pay station**	$		$
			SUPPLIES			
3	*Up to 50*		Diagnostic Cards	$		$
4	*Up to 50*		Coin Collection Cards	$		$
5	*Up to 50*		Meter Maintenance Cards	$		$
6			Receipt Rolls	$		$
			Vendor Recommended List – Add suggested items as appropriate- fill in below			
			SPARE PARTS			
7			Card Reader	$		$
8			Function Buttons	$		$
9			Coin Verifier	$		$
10			Printer	$		$
11			Keypad	$		$
a)				$		$
b)				$		$
c)				$		$
d)				$		$
			TRAINING			
12			Technical Training	$		$
13			Financial/ Administrative Training	$		$
			SERVICE FEES			
14			Charge per active unit per month for Secure Wireless Communication	$		$
15			Management System License Fee	$		$
16			Credit Card Transaction Fee	$		$
17			Year 1 and 2 Warranty Fee			
			OPTIONAL SERVICE FEES			
18			Extended Warranty Fees for Meters			

*item 1: includes complete pay station retro-fit kit, door, and locks, shipping, installation costs

**item24: includes complete new pay station, shipping, installation costs Does not include any permitting requirements to be charged back to the City at cost if required.

ATTACHMENT I

APPENDIX M

REQUEST FOR PROPOSALS (RFP)
Specification No. 15-10917-C
FOR
Multi-Space Parking Meter Upgrades
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals that provide multi-space parking meters capable of integrated upgrades with the City's existing multi-space parking. As a Request for Proposal (RFP) this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Tuesday, March 27, 2015.** All responses must be in a sealed envelope and have **"Multi-Space Meter Upgrades"** and **Specification No. 15-10917-C** clearly marked on the **outer most mailing envelope.** Please submit one original and ***four (4)*** unbound copies of the proposal as follows:

Mail or Hand Deliver To:
City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please **contact Danette Perry, Parking Services Manager**, via email at **dperry@cityofberkeley.info** no later than **March 16, 2015**. Answers to questions will **not** be provided by telephone. Rather, answers to all questions or any addenda will be **posted** on the City of Berkeley's site at http://www.cityofberkeley.info/ContentDisplay.aspx?id=7128. It is the vendor's responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi
General Services Manager

from one mode to another without replacing the cabinet. The pay stations shall use the existing housings (with exception of the doors and locks), cash containers and collection techniques.

Pay stations shall be wirelessly networked and connected to a web-based management system. The City desires that the meters operate in an independent network environment, meaning that each pay station or retrofitted pay station is wirelessly enabled to communicate without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, meters should be capable of operating in a stand-alone mode until network environment is restored.

Additionally, all meter products and card processing systems shall be PA-DSS compliant and all service providers shall be certified according to the most current Payment Card Industry (PCI) Data Security Standard (PCI-DSS Level 1 certified). The multi-space pay stations must be conforming to a compatible network platform with the City's designated Bank Merchant, Wells Fargo Merchant Services LLC. The most common are:

d) Nashville (FDCN)
e) Cardnet
f) Vital (TYSY or Visanet)

Contract Term
The term of the proposed contract shall be for a period of two (2) years, commencing July 1, 2015 through June 30, 2017 with three (2) year options to extend this Contract in the City's sole discretion.

Location of Services
The City plans to enter into a contract with a qualified vendor to provide multi-space pay station equipment, installation, and a software management system at designated meter zone areas in the City.

1.0 STANDARDS AND APPLICABLE PUBLICATIONS

1.1 The selected provider's technology shall conform to the following standards:

1.1.1 Global System for Mobile Communications (GSM).
1.1.2 Supplier must be (PCI DSS) certified.
1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.
1.1.4 All applicable local, state, and federal guidelines and laws.

2.0 REQUIREMENTS

The City will upgrade existing multi-space pay stations in approximately 235 locations throughout the City. The multi-space retrofit priority will be deployed at pay stations that experience high demand citywide. It is anticipated the City will convert approximately 235 pay stations during the first (2) two years of this contract as well as purchase some new multi-space pay stations, although the City may elect to purchase more or less, depending upon funding availability and decisions on new meter locations.

The City's intent is for the retrofitted meter mechanisms to be retrofitted into the City's current pay station housings, without any changes to the coin vault, or cash collection operations, and for a wireless system to be connected to the meters to provide information and to manage the operation, maintenance, collections, and reports. The only anticipated changes are to the pay station mechanisms and doors that shall fit into the City's existing pay station housing base. The City's multi-space pay stations are Cale MP104 Compact, purchased from 2005 to 2014.

3.2 PRODUCT AND SERVICES REQUIREMENTS

3.2.1	Technical Requirements
3.2.1.1	**General Multi-space Pay station Requirements**
3.2.1.2	Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.
3.2.1.3	Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.
3.2.1.4	Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communication hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system
3.2.1.5	Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures
3.2.1.6	Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station
3.2.1.7	Provide real-time credit card processing through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted
3.2.1.8	Include standard solar panel for charging and maintain battery power.
3.2.1.9	Pay stations must meet current ADA compliant guidelines.
3.2.1.10	Provide real-time maintenance status updates.
3.2.1.11	The pay station must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.
3.2.1.12	*The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:*
3.2.1.13	The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.
3.2.1.13.1	a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions , including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.
3.2.1.13.2	b) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.
3.2.1.13.3	c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.
3.2.2	**Cabinet/Security**
3.2.2.1	For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.
3.2.2.2	Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.
3.2.2.3	The pay stations must be vandal resistant and have recessed door hinges.
3.2.2.4	Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.
3.2.2.5	The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.
3.2.2.6	The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

3.2.4.9 The display shall have sufficient backlight so the pay station information can be seen at night.

3.2.5 **Coin Validation**

3.2.5.1 The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.

3.2.5.2 The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

3.2.5.3 Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of $0.01, $0.05, $0.10, $0.25 and $1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.

3.2.5.4 The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault. In the event of a jam, the meter must have the ability to notify city staff of a jam via email, text message or both.

3.2.5.5 If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.

3.2.5.6 Coin validator must be easily removable for service or replacement.

3.2.5.7 Coin validator will detect and count the number of unacceptable or invalid coins.

3.2.6 **Card Reader/Credit Card Payments**

3.2.6.1 The pay station will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.

3.2.6.2 Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).

3.2.6.3 The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.

3.2.6.4 The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.

3.2.6.5 If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.

3.2.6.6 Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.

3.2.6.7
a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.

3.2.6.8 The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.

3.2.6.9 In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.

3.2.7 **Printer**

3.2.9.1.4	d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.
3.2.9.1.5	e) The clock will track the day of week, Monday through Sunday.
3.2.9.1.6	f) Time of day and day of week will be visible to maintenance staff on the front display screen.
3.2.10	**Communications**
3.2.10.1	Pay stations must operate on a 3G or 4G network.
3.2.10.2	Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.
3.2.10.3	When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.
3.2.10.4	Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.
3.2.10.5	Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.
3.2.10.6	Pay stations can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both.
3.2.11	[redacted]
3.2.11.1	Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI).
3.2.11.2	The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.
3.2.11.3	The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA -DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI -DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf
3.2.11.4	The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.
3.2.11.5	The proposer must be able to demonstrate they meet the above requirements at the time of bid.
3.2.11.6	Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.
3.2.11.7	Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.
3.2.12	**Management System**
3.2.12.1	Login and access to the wireless based management system via the Internet.
3.2.12.2	The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.
3.2.12.3	Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.
3.2.12.4	Real time alarms and status reporting for maintenance via the wireless based management system.
3.2.12.5	The management system shall notify service technicians of fault and status issues via text or e-mail.
3.2.12.6	System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal
3.2.13	**Collections**
3.2.13.1	The pay station will deposit coins directly into a secure, locked coin box, holding a

3.2.14.7	Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.
3.2.14.8	Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.
3.2.14.9	Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.
3.2.14.10	Meters will remotely update and change rate schemes.
3.2.14.11	Meters will allow for rate scheme updates for special events via the Meter Management System.
3.2.14.12	When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.
3.2.14.13	Meters will display which forms of payment are available and unavailable to the customer.
3.2.14.14	All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.
3.2.15	**Pay Stations and Performance Requirements**
3.2.15.1	The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.
3.2.15.2	Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.
3.2.15.3	The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.
3.2.15.4	The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.
3.2.15.5	Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.
3.2.16	**Additional Desired Features**
3.2.16.1	Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. Any meter system installed must have the ability to push any time purchased from a remote payment device or smart phone directly to the meter such that the payment of the meter is transparent for the purposes of enforcement. Additionally, if so desired, a user may register for a service that would allow for delivery of a receipt after payment with a credit card as well as a notification prior to meter expiration for the purposes of adding additional time to the meter remotely, where public policy permits.
3.2.16.2	Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

Vendor shall confirm that the proposed equipment and software meet the technical specifications listed in all sections of the Techincal Requrements (sections 3.2.1 through 3.1.16).

Vendor must indicate any and all technical specifications that the proposed equipment and software do not meet as listed in all sections of 2.1 through 3.1.16 .

As part of their Proposal, the Contractor shall submit a flowchart diagram depicting the credit card processing subsystem architecture and the process for credit card transaction approvals.

3.4.1.1. The vendor shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Berkeley. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

3.4.2 DISASTER RECOVERY PLAN AND SYSTEM RECOVERY

3.4.2.1 Disaster Recovery/Backup Plan. It will be the responsibility of the vendor to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the vendor must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The vendor shall thoroughly explain its disaster recovery and back-up plan, which at a minimum should address the following:

3.4.2.1.1 procedures for back-up of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.2 off-site duplication of all software and computer programs, files, computerized procedures, etc.; and

3.4.2.1.3 repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service; and

3.4.2.1.4 alternate processing arrangements to meet business resumption requirements; and

3.4.2.1.5 proposed annual and comprehensive testing of emergency procedures; and

3.4.2.1.6 alternate processing arrangements in the event of a lack of access to the vendor's main processing site.

3.4.2.2 If the management system goes down for any reason, the system must not allow credit cards or smart cards to be used at meters nor shall credit card/smart card numbers be stored in the meter mechanism. The meter shall default to accepting coins only and shall notify customers that only coins are accepted.

3.5 LIQUIDATED DAMAGES

The vendor and the City shall agree that the timely delivery and the substantial operation of the pay stations are of particular significance to the City and recognize that the retrofit features and software functionality are particular reasons for the selection of the vendor by the City. For those reasons, the parties shall agree that the City would suffer revenue loss if the vendor was not able to deliver the meters to the City as scheduled in this Contract or if the meters and the software did not operate at a certain level of functionality. For these reasons the City and vendor shall agree that in the event these requirements are not met, due to the fault of the vendor, that the vendor shall be liable to the City, in

3.5.4 Termination Option for Chronic Problems: If, in any single calendar month, three (3) or more events occur for which liquidated damages are applicable, then the City may terminate this Contract for cause and without penalty, by notifying vendor within five (5) days following the end of such calendar month.

3.5.5 Liquidated Damages Credit: To receive credits described in this section, the City will notify the vendor in writing. The credit will be applied to current or future invoices.

3.6 SOURCE CODE ESCROW

Additional Requirements:
Source Code Escrow: The City typically requires providers of enterprise systems to enter into a source code escrow agreement upon contract signing. The City uses Wells Fargo Bank as an agent but will consider other arrangements.

3.7 AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

3.7.1 The selected vendor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under this Contract, in accordance with generally accepted accounting practices. The vendor shall also maintain the financial information and data used by the vendor in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying. The vendor shall provide proper facilities for such access. The vendor shall not charge the City for time spent assisting the City in reviewing said documents.

3.7.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The vendor agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the vendor, the City's representative shall afford the vendor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the vendor.

3.7.3 The selected vendor shall maintain copies of the complete records of the execution of the Contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under this Contract.

3.7.4 Accounting records as above shall be maintained and made available during performance of the work under this Contract for three years from date this Contract ends. In addition, those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

regular business hours.

3.8.2 Components

3.8.2.1 The vendor shall state the warranty for all other components, including: pay station mechanisms (item 1), printers (item), coin validators (items), access cards (items 5-7) replacement parts (items 8-17)

3.8.2.2 On **Attachment I** Items #7-11, indicate the item, part number and the warranty for that item component as applicable. Itemize each item component on a separate line of Attachment I.

3.8.3 Management System

3.8.3.1 The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

3.8.3.2 The vendor shall correct major software problems immediately on a priority basis. Major software problems are defined as those causing erroneous financial transactions, revenue loss, reporting errors, loss of payment functionality, system instability, or database corruption.

3.8.3.3 After the initial Contract term, the City may negotiate a service contract for the pay station's parking management system, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

3.8.3.4 The vendor shall support upgrades to their application based on operating system patch and upgrade requirements (For example, if the runs on a Microsoft operating system, the software shall be able to be patched according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, this Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system at no cost to the City).

3.8.3.5 The vendor shall commit to provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered within 30 days of discovery.

3.9 EXTENDED WARRANTY *SOFTWARE* SUPPORT SERVICES – YEARS 3 THROUGH 8

3.9.1The vendor shall propose a scope of work to provide post-warranty Software Support Services similar to the services provided during the warranty period, and as described in Section 3.83, above. Services to be described in the scope of work include, but are not limited to:

3.9.1.1.. On-Site Software Support for both equipment/system and all 3rd party software applications

3.9.1.2. Remote Software Support for both equipment/system and all 3rd party

3.10.1.5 The Vendor shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award. These prices shall be valid prices for the City to purchase the spare parts through a service agreement between the City and the Vendor.

3.10.1.6 The City reserves the right to order additional parts and manage the equipment spare parts inventory as required to maintain the system.

3.10.1.7 All equipment and parts shall be newly manufactured within the past 6 months and never installed in any other operational system other than for factory test purposes for this contract.

3.10.1.8 When delivered to the City, an itemized list of manufacturer's part numbers, model numbers, pricing, supplier's address, supplier's telephone numbers, and any single source components shall be identified by the Vendor.

3.10.1.9 Preventive Maintenance and Emergency Support Agreement

3.10.1.10 Proposed scope of work shall be subject to modification and ultimate approval of the City.

3.10.1.11 The Vendor shall propose an annual cost to perform the preventive maintenance services contained within the scope of work as well as an hourly rate for various types of technical response during emergency support or response situations for the year following the warranty period as well as the subsequent three years (YEARS 2 THROUGH 10). These costs shall be clearly indicated in the Proposal as Additive/Alternate Proposal Items, and shall not be included in the Total Proposed Base Price. These prices shall be valid prices for the City to purchase the Maintenance Services through a service agreement between the City and the vendor. For emergency support services, the vendor shall provide Hourly Service Rates, by type, as defined below:

i. Regular Business Hours – 7:00 AM through 7:00 PM, 5 days a week
ii. Outside of Business Hours – 7:00 PM through 7:00 AM, 5 days a week

3.10.1.12 The City will not pay overtime charges.

4.0 ACCEPTANCE AND FUNCTIONALITY

4.1 ACCEPTANCE

4.1.1 Acceptance of the retro-fit pay station mechanisms and new pay stations shall occur after the vendor has successfully completed installation of the retro-fit mechanisms into the City's pay station housing in designated parking locations and the mechanisms are properly integrated and communicating with the Multi- Space Parking Meter System. Retro-fitted pay station mechanisms must meet the definition of a 'functional pay station'.

4.1.1.1 Functional Pay Station
A functional pay station is a multi-meter mechanism and related components

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point. All Respondents should structure their proposals in the following manner:

1. Cover Letter:

A one page cover letter should contain the name of the firm, the firm's principal place of business, the name, email address, telephone and fax number of the primary contact person, the company tax identification number. The location of primary office providing services should be identified.

2. Company History and Client Satisfaction:

Each proposal shall include an overview of the history of the company and a comprehensive list of current clients preferably other California Cities. Specific reference information for three (3) clients relevant to the proposed work should be included (must have had the proposed system installed with 25 or more retrofitted pay stations for at least 12 months. One (1) of the references shall be of a difficult implementation. Provide the designated person's name, title, organization, address, telephone number, and a description of the work performed for that client. *Please include the daily work performed and the correlation of employees performing work relative to the employees that would be providing the services under this RFP response.*

3. Functional Qualifications

Proposers should provide a detailed response to each of the desired Product and Services requirements in Section 3.2. Responses should indicate if proposed offering is in compliance with the requirements (response by subsections is allowed if applicable) and describe any part of the offering not in compliance and the extent of the noncompliance. Proposers should provide additional information as necessary to fully explain their offering and technical and service requirements. Proposals should follow the organization of the functional requirements in the Request for Proposals. Proposers should also outline their strategy for product innovation and developing future product and service offerings.

4. Support Strategy

Each proposal shall include an explanation of the maintenance and support offered after the product is implemented and the respondent's overall support strategy for the on-going maintenance and operation of the proposed system *(see sections 3.8 and 3.9)*. Respondents shall describe how they will respond to operational issues including expected response times and identifying support resources and their location. Proposals shall describe on-site support to be provided by the City as well as recommended inventories of spare parts on-site. Each proposal should also describe the availability of support resources and problem escalation procedures.

5. Implementation Plan

Each proposal shall include detailed information on the proposed transition and implementation plan. The implementation plan should describe in detail the steps that will be taken to mitigate disruptions to the parking system during the implementation and how the implementation will be staged to accommodate ongoing business operations. The proposal should describe any specific responsibilities of the City during the implementation. An implementation timeframe should also be included. A detailed description of the training program included in the proposed offering should describe the

A selection panel will be convened of staff qualified persons as determined by the Public Works Department. The panel will review and score all Proposals. The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best proposal for the City of Berkeley are listed below. The City of Berkeley shall be the sole judge as to which proposal best meets its needs. The city of Berkeley reserves the right to contract for any desired service or equipment whether in whole or in part.

CRITERIA	MAXIMUM POINTS
1. Quality of Proposal	40
2. References	20
3. Costs	40
TOTAL	100

1. **Quality of Proposal** – The City is seeking the most responsive and responsible proposal, including qualification and resource factors. The City's definition of **responsive** is a bid which conforms, in all material respects, to the requirements set forth in a bid proposal. The City's definition of **responsible** is a proposer who has the capability, facilities, equipment, and personnel needed to fully perform this Contract requirements, and the experience, integrity, and reliability. Evaluation for Quality of Proposals will include:

   a. Responsiveness to technical requirements, strategy for enhancing the offering in the future, and demonstrated capability of desired features, performance, user friendliness and overall system capabilities.

   b. Quality of the transition & implementation plan to retro-fit pay stations and the mitigation of disruptions to the parking system. The evaluation will also consider the quality of the proposed training program.

   c. Maintenance and support plan including responsiveness, available resources, on-site availability and available technical support.

   The past performance of proposers and delivery time will be considered in the evaluation of bids.

2. **References** – The references should be able to provide performance related information about the Proposer's Operations Team and be knowledgeable about the project the Proposer performed for their organization.

3. **Costs**- The City does desire to keep costs to a minimum. Proposals will be evaluated based upon the total cost of ownership including purchase costs, implementation costs and on-going operating costs. The lowest bid receives 40 points, other bid score rankings are based on percentage of lowest bid.

$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants. **Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal**

B. Nuclear Free Berkeley Disclosure Form:

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.**

C. Oppressive States:

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution No. 59,853-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work. **Bidders must submit the attached Oppressive States Disclosure Form with their proposal.**

D. Conflict of Interest:

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

E. Berkeley Living Wage Ordinance:

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27.

under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

B. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

C. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (see B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

D. Recycled Paper

All reports to the City shall be on recycled paper that contains at least 50% recycled product when such paper is available at a cost of not greater than ten percent more than the cost of virgin paper, and when such paper is available at the time it is required. If recycled paper is not available the Contractor shall use white paper. Written reports or studies shall be ***printed on both sides of the page*** whenever practical.

Thank you for your interest in working with the City of Berkeley for this service. We look forward to receiving your proposal.

Attachments:

- Check List of Required items for Submittal — Attachment A
- Non-Discrimination/Workforce Composition Form — Attachment B
- Nuclear Free Disclosure Form — Attachment C
- Oppressive States Form — Attachment D
- Living Wage Form — Attachment E

Attachment H

Attachment I
Multi-Space Parking Meter & Upgrades
Cost Proposal Form

ITEM NO.	EST. QTY.	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
			HARDWARE			
1	230		Multi-Space Pay Station Retro-fit Mechanism with Credit card Capability*	$		$
2	10-30		Multi-space Pay station**	$		$
			SUPPLIES			
3	*Up to 50*		Diagnostic Cards	$		$
4	*Up to 50*		Coin Collection Cards	$		$
5	*Up to 50*		Meter Maintenance Cards	$		$
6			Receipt Rolls	$		$
			Vendor Recommended List – Add suggested items as appropriate- fill in below			
			SPARE PARTS			
7			Card Reader	$		$
8			Function Buttons	$		$
9			Coin Verifier	$		$
10			Printer	$		$
11			Keypad	$		$
a)				$		$
b)				$		$
c)				$		$
d)				$		$
			TRAINING			
12			Technical Training	$		$
13			Financial/ Administrative Training	$		$
			SERVICE FEES			
14			Charge per active unit per month for Secure Wireless Communication	$		$
15			Management System License Fee	$		$
16			Credit Card Transaction Fee	$		$
17			Year 1 and 2 Warranty Fee			
			OPTIONAL SERVICE FEES			
18			Extended Warranty Fees for Meters			

*item 1: includes complete pay station retro-fit kit, door, and locks, shipping, installation costs

**item24: includes complete new pay station, shipping, installation costs Does not include any permitting requirements to be charged back to the City at cost if required.

APPENDIX N
IPS GROUP Response to Specification No. 15-10917-C

(next 67 pages)

Table of Contents

Chapter 1 | Company History & Client Satisfaction 4
Corporate History 4
Awards 4
IPS Timeline 5
Detailed References 8
City of Berkeley Project Team 9
Chapter 2 | Functional Qualifications 12
Product Innovation & Future Product Offerings 31
Chapter 3 | Support Strategy 33
Maintenance & Ongoing Support 33
Maintenance Training Overview 33
Additional Training Resources 33
Electronic Maintenance Manuals 33
Preventative Maintenance 34
Recommended Spare Parts 34
Warranty Repair Services 34
Technical Support 35
Potential Connectivity Issues 35
Chapter 4 | Implementation Plan 36
Implementation Plan 36
Installation and Testing: 37
MS1 Pay Station Installation 37
Training 38
Chapter 5 | Price Proposal 41
Capital Cost – MS1 Multi-Space Pay Station and Revolution Retrofit Kits 41
Standard Ongoing IPS Data and Management System Fees 42
Multi-Space Pay Station Ongoing Fees 42
Meter and Management System Customizations & Upgrades 42
Optional Pay-By-Cell ..... **Error! Bookmark not defined.**
Spare Parts Listing 45
IPS Limited Warranty 46
Chapter 6 | Contract Terminations 47
Appendix A. | Required Forms 48
Appendix B. 49
Marketing/Public Relations 49
Corporate Social Responsibility 51
Sample Reports Available Through DMS (confidential and copyrighted content) 52

Visual Analytics 61

March 27, 2015

City of Berkeley
Finance Department/General Services Division
2180 Milvia Street, 3rd Floor
Berkeley, CA 94704

Re: RFP Spec. No. 15-10917-C for Multi-Space Meter Upgrades

Dear Ms. Perry:

Thank you for the opportunity to submit this response to the City of Berkeley's RFP Spec. No. 15-10917-C for Multi-Space Meter Upgrades. Our enclosed submission includes required forms, certifications, and detailed technical responses and pricing for our recommended solution.

IPS Group, Inc. is best known as the inventor of the world's first credit card enabled single space meter, which the City of Berkeley successfully deployed in 2012. Since then, IPS has continued to demonstrate this forward-thinking approach with the introduction of the company's latest on-street parking products, the MS1 Pay Station and the Revolution Retrofit Kits. These meters were designed specifically for the US market and are manufactured at our San Diego-based corporate headquarters which allows us to provide the level of support the City desires. IPS Pay Stations incorporate the hallmarks of the IPS single-space platform – enhanced payment options, intuitive backend system, and unparalleled power efficiency – while offering additional features such as IntelliTouch™, 3G wireless technology, armored glass and stainless steel cabinet as standard features. Similar to our single-space meters which easily retrofit existing housings, the Revolution Retrofit Kits offer the ability to modernize existing infrastructure in just minutes, right in the field. IPS is the only vendor that is offering the City a fully integrated back-end system which the City's existing single-space meters, the new retrofitted meters and new IPS pay stations will communicate to, wirelessly and in real time.

Project Approach

Our solution of new pay stations and retrofit kits provides Berkeley with the best possible solution for upgrading the entire park at a fraction of the cost of other potential products. The MS1, with its sleek design and robust cabinet made of stainless steel and armored glass, is ideally suited for the City of Berkeley. The City's diverse population of motorists, including locals and visitors, will benefit from the IntelliTouch™ technology, which enables the user to complete the parking transaction in any sequence. The intuitive nature of the machine is further enhanced by a large, graphical display which is capable of supporting graphics and text in any language.

IPS Revolution Retrofit Kits were designed with the service technician in mind and will alleviate the installation and maintenance burden on the City's personnel resources. With the retrofit kits, IPS has replaced all the electrical wiring harnesses and traditional complexities inside the cabinet box with ultra-reliable electronic components housed on a single PCBA (printed circuit board). This simplified design translates into lower maintenance costs for the City, decreases the inventory of spares required and provides the exact same capabilities of the MS1 Pay Station at a fraction of the cost of a new pay station. Both the MS1 Pay Station and Revolution Retrofit Kits print receipts, utilize solar power, provide two-way communications via 3G wireless network, and communicate wirelessly to the IPS Data Management System (DMS), a web-based portal from which the City can remotely configure the entire meter fleet, including its existing single-space assets.

We believe our proven track record, regional level of support, and truly integrated backend system makes IPS uniquely positioned to meet the needs of the City. We look forward to continuing our partnership with the City of Berkeley in the coming weeks and months.

Respectfully,

Chad Randall
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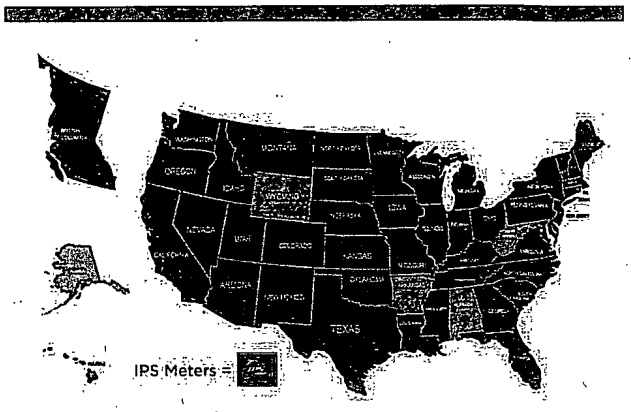
Chapter 1 | Company History & Client Satisfaction

Corporate History

IPS Group, Inc. has been in the parking and telecommunications business for nearly 20 years (starting in South Africa), with installations in the US, Canada, South Africa, United Kingdom, Australia and New Zealand. IPS began as a wireless telecommunications company, providing pay-phone solutions and telephone management systems to countries all over the world. In 1994, IPS Group South Africa entered the parking and telecommunications marketplace, as one of the first manufacturers of card and coin multi-space pay stations. Today, while our telecommunications experience sets IPS apart, our focus on designing, manufacturing, and supporting the best parking solutions on the market has become our focus. To date, IPS operates more than 140,000 credit card-enabled single-space parking meters across the US and Canada, in more than 200 cities.



IPS has more wireless devices deployed than our competitors combined.

We invite the City of Berkeley to contact our references who can attest to the level of service IPS provides.

Awards

We believe our experience in the technology and telecommunications industries has helped us create products that provide the best combination of convenience, user experience, enforceability and cost of ownership among any parking meter product in the industry today. As evidence of such, IPS has been recognized with many awards including:

- First place in the Deloitte Technology Fast 50 (an honor bestowed upon the fastest growing technology companies)
- International Design Award, 2009
- Clean Technology Award, 2009
- Connected Word Value Chain Award, 2012
- US Mayors for Excellence in Public/Private Partnership for Coin/Credit Parking Meter Technology Upgrade in the City of Los Angeles, CA January 2012
- Vic Kops Humanitarian Award, Alonzo Awards, 2012
- Smart City Parking System, GOOD DESIGN SELECTION®, Commercial and Industrial Category, 2014
- 2014 International Parking Institute Parking Matters Marketing & Communications Award

IPS Timeline

1994 — IPS Group South Africa established as one of the first manufacturers of card and coin multi-space parking pay stations

1998 — IPS pay-phone solutions and telephone management systems are deployed all over the world

1999 — Parking enforcement equipment, citations processing, and traffic services provided to municipalities

2000 — IPS Group, Inc. USA incorporated in Pennsylvania

2002 — Deloitte Fast 50 Award

2005 — "Smart" single space meter is invented

2007 — First credit card enabled, solar powered single-space parking meter installed

2009 — TechAmerica "Green Technology" Award Wireless vehicle detection sensors developed

2011 — Corporate Social Responsibility donation meter program begins

2012 — US Conference of Mayors Award for public/private partnership
Vik Kops Humanitarian Award
Connected World Award

2013 — IPS meters become CDMA certified Revolution pay station retrofit kits and MS1 multi-space meters designed

Project Reference #1

Jurisdiction/Customer: City of Los Angeles, CA
Population: 9,830,420
Make and Model: IPS Single Space Parking Meter – Models 147/ 795 and In-Ground Vehicle Detection Sensors.
Quantity of Meters/Sensors Installed: 33,000 in total (5,600 in Express Park™), 500 In-Ground Vehicle Detection Sensors.
Project Dates: Project implementation 2010-2012
Primary Contact: Ken Husting, LADOT Sr. Transportation Engineer, Email: ken.husting@lacity.org, Tel: (213) 473-8276
Address: 555 Ramirez Street, Los Angeles, CA 90012

Project Reference #2

Jurisdiction/Customer: City of Denver, CO
Population: 600,158
Make and Model: IPS Single Space Parking Meter – Model 795 and In-Ground Vehicle Detection Sensors, and Pay-station upgrade kits
Quantity of Meters Installed: 6,000 meters, 500 sensors and 2 pay-station upgrade kits
Project Dates: Project implementation 2010-2011, pay-stations 2014
Primary Contact: Bill Miles, Parking Administrator
Email: Bill.Miles@denvergov.org Tel: (720) 913-8509
Address: 201 W. Colfax Ave, Dept. 706, Denver, CO 80202

Project Reference #3

Jurisdiction/Customer: City of San Francisco, SFMTA
Population: 805,235
Make and Model: IPS Single Space Parking Meter – Model 147
Quantity of Meters Installed: 25,000 meters
Project Dates: Project implementation 2014-2015, IPS was originally the single-space provided for SFPark in 2009.
Primary Contact: Steven Lee, Manager, Financial Services/Contracts
Email: steven.lee@sfmta.com Tel: (415) 701-4592
Address: One South Van Ness Avenue, 8th Fl, San Francisco, CA 94103

Project Reference #4 – New Project

Jurisdiction/Customer: Seattle Department of Transportation
Population: 634,545
Make and Model: MS1 Pay Stations and IPS Upgrade Kits
Project Dates: Award July 2014, implementation starting March 2015-2016
Quantity of Meters Installed: 1,350 new MS1 pay stations, and upgrade 850 existing pay stations
Primary Contact: Margo Polley, Strategic Advisor SDOT
Email: margo.polley@seattle.gov **Tel.** (206) 684-8329

Project Reference #5

Jurisdiction/Customer: City of Huntington Beach, CA
Population: 194,708
Make and Model: IPS Single Space Parking Meters Model 132, and IPS Upgrade Kits for Luke 1 and Ventek pay-station units
Quantity of Meters Installed: 500 single-space meters and 25 pay-station upgrade kits, and more pay-stations currently order
Project Dates: Original contract award in 2008, pay-station implementation 2014, and ongoing new orders
Primary Contact: Dennis Thompson, Parking Meter Supervisor
Email: dthompson@surfcity-hb.org Tel: (714) 337-1918
Address: 2000 Main Street, Huntington Beach, CA 92648

Project Reference #6

Jurisdiction/Customer: City of Albuquerque, NM
Population: 556,495
Make and Model: IPS Single Space Parking Meters Model 795 and MS1 pay-stations
Quantity of Meters Installed: 450 single space meters and 4 MS1 pay-stations. 300 single-space on order.
Project Dates: Original project implementation 2014
Primary Contact: Mark Shepherd, Security & Parking Division Mgr.
Email: mshepherd@cabq.gov Tel: (505) 924-3944
Address: 600 2nd Street NW Suite 510, Albuquerque, NM. 87102

Project Reference #7

Jurisdiction/Customer: City of Colorado Springs, CO
Population: 439,886
Make and Model: IPS Single Space Parking Meter – Model 795
Quantity of Meters Installed: 900 single-space meters, 900 more currently on order
Project Dates: Original project implementation 2013
Primary Contact: Greg Warnke, Parking Director
Email: GWarnke@springsgov.com , Tel: (719) 385- 5682
Address: 30 S Nevada Ave Ste 201, Colorado Springs, CO 80903

Project Reference #8

Jurisdiction/Customer: City of Santa Fe, NM
Population: 69,976
Make and Model: IPS Single Space Parking Meter – Models 795
Quantity of Meters Installed: 200 single-space meters
Project Dates: Project implementation 2014
Primary Contact: PJ Griego, Enterprise Fund Accountant
Email: pjgriego@ci.santa-fe.nm.us, Tel: (505) 955-6857
Address: PO Box 909, Santa Fe, NM 87505-0909

Project Reference #9

Jurisdiction/Customer: City of Sacramento, CA
Population: 479,686
Make and Model: IPS Single Space Parking Meter – Models 147/ 795 and Stelio pay-station retrofits.
Quantity of Meters Installed: 3,600 meters and 11 pay-station upgrades, more MS1 and pay-station upgrades planned for 2015
Project Dates: Project implementation 2014-2015
Primary Contact: Mike King, Parking Technology & Infrastructure Manager
Email: MKing@cityofsacramento.org , Tel: (916) 808-1172
Address: 300 Richards Boulevard, Suite 213, Sacramento, CA 95811

Detailed References

Project Reference #1

Jurisdiction/Customer: Seattle Department of Transportation
Population: 634,545
Make and Model: MS1 Pay Stations and IPS Upgrade Kits
Project Dates: Contract award in July 2014
Quantity of Meters Installed: 1,350 new MS1 pay stations, and upgrade 850 existing pay stations
Primary Contact: Margo Polley
Email: margo.polley@seattle.gov **Tel.** (206) 684-8329

Project Description:

The City of Seattle has over 2,000 pay stations and is regarded as a pioneer in demand based pricing in the US. When the Seattle Department of Transportation (SDOT) decided to upgrade their entire park from a mixture of Parkeon Stelios and Stradas, the SDOT conducted exhaustive research on current products and technologies, developed a comprehensive Request for Proposals and solicited bids from qualified vendors. IPS emerged as the clear winner in the total solution, hardware, back office and financing. In addition to grading the bid, the SDOT also conducted a two month field trial amongst the four finalists of the qualification stage. During the first month of the pilot, Seattle set rainfall records. Once again, IPS prevailed in the field test and was ultimately chosen to provide 1,350 new MS1 multi-space pay stations and 850 IPS upgrade kits over the next three years.

Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Martin, Steve and Paul are also involved with the SDOT project.

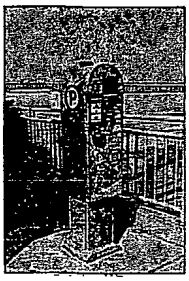
Project Reference #2

HUNTINGTON BEACH

Jurisdiction/Customer: City of Huntington Beach, CA
Population: 194,708
Make and Model: IPS Single Space Parking Meters, and IPS Upgrade Kits
Quantity of Meters Installed: 500 single-space meters and 3 upgrade kits
Project Dates: Contract award in 2008
Primary Contact: Dennis Thompson, Parking Meter Supervisor
Email: dthompson@surfcity-hb.org Tel: (714) 337-1918
Address: 2000 Main Street, Huntington Beach, CA 92648

Project Description:

IPS is the provider of the City's 500 single-space credit card accepting meters which govern the City's on-street parking spaces. The City uses multi-space pay stations in its Pier Plaza beach lots and Sports Complex Lots. However the meters were plagued with maintenance issues and slow processing times. The City looked to IPS upgrade kits to modernize its existing infrastructure with new technology. Both the single space meters and pay stations communicate to the IPS Data Management System.



Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Mike, Martin, Steve and Paul are also involved with the City of Huntington Beach project.

Project Reference #3

Jurisdiction/Customer: City of Denver, CO
Population: 600,158
Make and Model: IPS Single Space Parking Meter – Model 795 and In-Ground Vehicle Detection Sensors and 2 IPS Upgrade Kits
Quantity of Meters Installed: 6,000 meters and 500 sensors; 2 retrofit kits
Project Dates: Trial in 2008-2009, contract award in 2010
Primary Contact: Bill Miles, Parking Administrator
Email: Bill.Miles@denvergov.org Tel: (720) 913-8509
Address: 201 W. Colfax Ave, Dept. 706, Denver, CO 80202

Project Description:

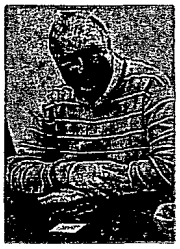
The City of Denver's move to accept credit card as a paid parking option is a cautionary tale for multi-space. To date, Denver has 6,000 single-space, credit card enabled meters. Initially, and prior to 2008 when the IPS meter was not yet on the market, the City of Denver began purchasing Parkeon multi-space meters. After customer and merchant backlash to the Parkeon pay stations, primarily in the Cherry Creek shopping district, the City began a trial of IPS meters. With great success in just a few months' time, the city decided to remove several Parkeon pay stations and replace them with the IPS single space meter. The remaining two pay stations have been retrofitted with IPS Revolution Pay Station Retrofit Kits. The City has since enjoyed great public support through the end users and merchants.

Relevant Team Members: Our proposed team members for the City of Berkeley Dave, Alex, Chad, Dario, Mike, Martin, Steve and Paul are also involved with the City of Denver project.

City of Berkeley Project Team

IPS Group, Inc. is based on the West Coast in San Diego and employs 80 local residents in our manufacturing, shipping, customer support, research and development, sales and marketing teams. Furthermore, all credit card processing and data hosting occurs in the US, and our Bay Area support team and close proximity to the City of Berkeley ensures the highest level of customer service that only a regional vendor can provide.

David W. King, IPS President & CEO
Role: Authorized to Bind and Negotiate



David King is the founder and Chief Executive Officer of IPS Group, Inc. A leader in telecommunications for over 20 years and the senior brainchild behind the solar powered single-space parking meter, King's responsibilities include leadership and oversight of all the Company's initiatives and operations.

As a business leader, King has had a far reach across the globe. In South Africa, King was an executive for Barlow Rand Limited, the largest industrial company in the country. King also served as President of Telkor Pty, a large high-tech telecommunications and military electronics company employing over 1,000 employees, half of which were highly skilled engineers. In 1994, King started IPS Group Pty and in 2001 DeLoitte and Touche named IPS as the fastest growing technology company in South Africa. In 2002, King relocated to the US to oversee the creation and commercial success of IPS Group, Inc., USA.

Chad P. Randall, IPS Chief Operating Officer
Role: Authorized to Bind and Negotiate



Chad Randall serves as Chief Operational Officer of IPS Group, Inc. As COO, Randall is responsible for the broad oversight of IPS Group's ongoing operations and maintains direct supervision of the Company's business development unit. Randall joined the Company in 2008 at his current position, bringing many years of Fortune 500 corporate experience in both the automotive and instrumentation industries. In addition to business management, Randall has functional experience in engineering, manufacturing, marketing and product line management. Prior to taking on the role of COO at IPS Group, Randall was responsible for a global product line

of $100M+ for a Fortune 250 Corporation. Randall holds a Bachelor of Science in Mechanical Engineering from Rose-Human Institute of Technology and a Masters in Business Administration from Harvard Business School.

Alexander M. Schwarz, IPS Chief Technical Officer
Role: All Meter and Back Office Technical Integration



Alex Schwarz serves as the Chief Technical Officer of IPS Group, Inc. As CTO, Schwarz has played a major role in the development of IPS' flagship product, the solar powered single-space parking meter and is responsible for the oversight of IPS Group's research and development efforts. Schwarz joined IPS Group in 1998 as a specialist in information technology and cellular telecommunications. Schwarz has comprehensive knowledge of the design and manufacturing of electronic peripherals, electronic parking meters and cellular interface technology (CDMA and GSM). As a telecommunications developer, he has worked extensively with all of the major cellular network providers, including *Verizon* and formerly *Cingular Wireless*. In 2002, Schwarz relocated to the US with David King to establish the technology platform for future IPS product development activities. Schwarz was awarded a Bachelor of Science in Electrical Engineering from the University of Witwatersrand, South Africa.

Dario Paduano, Chief Financial Officer
Role: Operations and Finance



Dario Paduano serves as Chief Financial Officer of IPS Group, Inc. Paduano was appointed chief financial officer of the company in 2011 and comes to IPS with 12 years of previous Fortune 500 and public accounting experience. Paduano brings to IPS a strong working knowledge in corporate financial reporting, operational and financial process, acquisitions and business integrations and implementation of lean manufacturing practices. Paduano holds a Bachelor's of Science in Accounting and Economics from Bryant University and is a Certified Public Accountant in the state of Connecticut.

Mike Chiodo, Director of Regional Sales
Role: City of Berkeley Primary Sales Contact



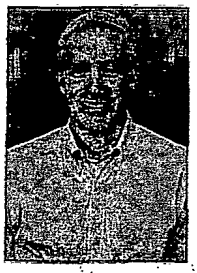
Mike comes to IPS with a proven track record of sales success. Prior to joining IPS Mike served as the National Accounts Manager for Jensen Distribution. Jensen is the leading distributor and importer of consumer product goods in the western region. Jensen sold thousands of consumer products with a strong emphasis on electronics, power equipment and construction goods. Mike managed the national accounts, the service teams and business development. Prior to Jensen, Mike served as the Key Accounts Director at Commerce Corporation overseeing all aspects of the Key Accounts Team. Additionally, Mike has a manufacturing background after spending several years with JB Plastics Inc. as the head of project management.

Enes Ceric, Project Manager
Role: City of Berkeley Project Manager



Most recently Ceric served as the technical lead for Serco for SFMTA and Port of San Francisco. In this role Ceric served as the liaison between external vendors and SFMTA throughout the installation process for the SF*park* project. He is certified by all current parking meter vendors. Ceric also provided customer support during the installation of the new IPS M5 meters in Berkeley, as well as the deployment of IPS sensors in Walnut Creek. He is currently working with the City of San Jose on a pilot program involving 62 meters and 20 sensors. In addition to his expertise in project management, Ceric has experience in logistics and product support, having previously served as the Product Support Technician for the San Francisco Department of Parking and Traffic.

Steve Smeenge, Customer Support Manager
Role: City of Berkeley Customer Support & Project Implementation Manager



Steve Smeenge joined IPS Group in July 2010 and comes to IPS with a strong background in sales and marketing. Smeenge has over 17 years of experience providing technology solutions to local government and businesses. As the Program Manager for IPS Group, Smeenge offers customers the best in installation and ongoing support with both hardware and software. Steve has worked with over 40 cities in similar size and scope to the City of Seattle and will bring valuable experience to the project. Steve holds a Bachelor of Science degree from Central Michigan University.

Paul Thomson, IPS Technical Support and Operations Manager
Role: City of Berkeley Technical Support Manager



Paul Thomson serves as the primary support technician and manager of the technical support team for IPS Group. As a former operations manager, Thomson has experience managing teams of 100+ remote technicians, establishing a successful RMA program, providing timely and efficient customer support, and creating field service quality metrics. Thomson has over 20 years' experience in the high-tech industry, including telecommunications, biometric security and video-based fleet vehicle telematics.

Martin Plaisance, IPS Help Desk
Role: City of Berkeley Techincal Support Contact



Martin Plaisance serves as IPS Group's lead product support engineer/technical support liaison to the engineering department, as well as the lead support engineer for resolving all cellular communication issues related to the IPS meter, working directly with IPS' cellular service provider. Starting with IPS in 2011 Plaisance began leading installations for the product support team, and over the years he has developed the experience and knowledge base to be the first point of contact for all customers who have any questions or require technical support.

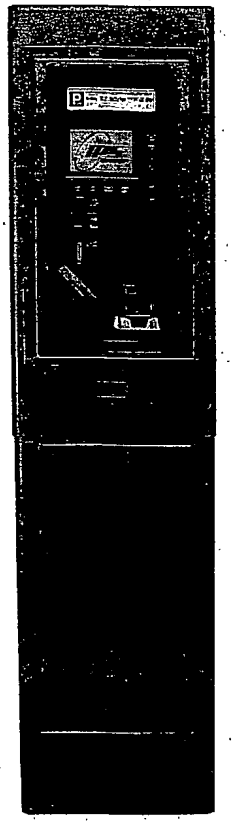
Plaisance joined IPS Group in the summer of 2011 and prior to working with IPS, was a lead Field support Engineer for one of the largest medical supply companies in the world. Plaisance received a Bachelor's of Science degree from Coleman University in 2007 and has a background in Computer Networking and Customer Support and has proven leadership skills in addition to his technical experience.

Chapter 2 | Functional Qualifications

3.2.1.1 General Multi-space Pay station Requirements

3.2.1.2 Pay Stations shall be capable of accepting payment via coins, tokens, credit card, debit card, smart card. Credit cards shall include Visa, MasterCard payment capabilities at a minimum.

IPS complies. IPS pay stations are capable of accepting coins, token, credit/debit cards, smart cards and pay-by-phone payments. All major credit cards are accepted.



3.2.1.3 Operate in Pay and Display, Pay by Space, or Pay by License Plate mode which can easily be converted to alternate modes without changing cabinets and be capable of managing at least twelve automobile parking spaces.

IPS complies. The standard model of the retrofit is pay-and-display mode. However, the machine can operate in pay-by-space or pay-by-plate mode with a simple keypad swap and software configuration. No modification to the cabinet is required.

3.2.1.4 Pay Stations shall be wirelessly networked via the cellular network and connected to a web-based management system. No wireless communications hardware is to be installed on street/utility/traffic light poles other than the meter itself. No additional customer software other than an Internet browser shall be required to access the management system.

IPS complies. IPS is the only vendor offering the City of Berkeley a truly integrated back-end system from which the City can effectively manage both its existing single-space parking meters and retrofitted multi-space parking meters. All IPS meters are wirelessly networked to one, synonymous Data Management System which is accessible on any web-enabled device.

3.2.1.5 Allow for variable rate structures, progressive rate structure, other flexible rate structures, and the ability for the City to modifications through parameter driven procedures

IPS complies. IPS meters can support variable and progressive rate structures as demonstrated in the SF*park* project. This project was the first of its kind to incorporate real-time data feeds from parking meters, sensors and other data sources in order to study the effect of changes in parking rates due to demand and to implement a dynamic rate structure accordingly. The IPS meters support this complex rate structure through two types of configurations which are stored in meter memory, including the current active configuration and one additional future configuration. Each configuration (both current and future) has the ability to provide 7 days Monday-Sunday of rates, with up to 15 rates per day.



3.2.1.6 Pay station shall provide communication of changing rate structures directly to the multi-space meter from a work station.

IPS complies. Modifications to the rate structure can be performed remotely via any web-enabled device and will be pushed to the multi-space meter.

3.2.1.7 Provide real-time credit card processing through the City approved Processor when communications is established and batch credit card processing when communication has been interrupted.

IPS complies. Credit card transactions are processed in real-time. In the event of any down time, the City has the ability to configure IPS meters to either decline the transaction or accept the transaction and retry authorization at the next available connection.

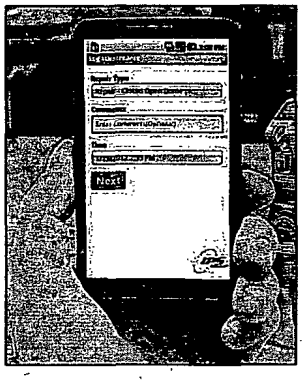
3.2.1.8 Include standard solar panel for charging and maintain battery power.

IPS complies. IPS meters features an integrated solar panel for charging and maintaining battery power.

3.2.1.9 Pay stations must meet current ADA compliant guidelines.

IPS complies. All IPS meters comply with current ADA guidelines. Retrofits or upgrade kits assume that the original cabinet meets such requirements.

3.2.1.10 Provide real-time maintenance status updates.



IPS complies. In the event that maintenance is required, an alert will be triggered and an email or text will be sent to the relevant personnel. In addition, IPS provides a mobile maintenance application which allows the City to log and track maintenance performed.

3.2.1.11 The pay station must be "tamper-proof" when secured so that program settings cannot be manipulated by probing or by use of unauthorized equipment.

IPS complies. The City can manage the level of access that each authorized user has to ensure that settings are not manipulated. Each user that securely logs into the DMS is required to provide a username and password. Each user will also be assigned to a defined user profile that defines which reports are visible and which ones are not accessible. Samples of these profiles include Administrator, Coin Collection, Customer Service, Manager, Financial Analyst, Utility Manager, and Technician.

3.2.1.12 The pay station will perform reliably under the harsh environment of normal on-street conditions as described below:

3.2.1.13 The pay station will be specifically designed to perform reliably in the rain, without any significant degradation in performance, by limiting water intrusion.

IPS complies. IPS meters have been designed to perform in a diverse range of environments and are currently deployed in climates such as Seattle, WA; Huntington, Beach, CA; San Diego, CA; Sacramento, CA; Minneapolis, MN; and Hollywood, FL to name a few which experience significant rainfall/snow.

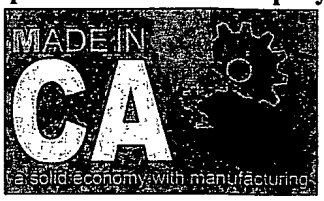
3.2.1.13.1 a) The pay station will operate within a temperature range of -20 to 140 degrees Fahrenheit and under varying environmental conditions , including but not limited to windblown grime, rain, fog, smog, air inversions, salt air, sun (including direct sunlight), and vibrations.

IPS complies. IPS meters have been independently certified to operate in all climate types including temperatures ranging from -40°F to 140°F.

3.2.1.13.2 b) Electronic components, including the entire circuit board, will be weather-proofed with a protective coating or equivalent.

IPS complies. The retrofit is water resistant and is protected from humidity, moisture, dust and other elements which may disturb operation. All PCBs and connectors are conformal coated to protect against moisture.

3.2.1.13.3 c) Buy America Preference: Multi-space pay stations shall be purchased from company performing final product assembly and providing back end data managements services based in the USA.



IPS complies. IPS manufacturing is conducted in San Diego, California and we have additional support staff based in the Bay Area. Our dedication to the region ensures that we not only meet the City's immediate needs, but are positioned to provide the very best ongoing support. Additionally, our engineering team, meter management systems, card processing systems and data storage are based in California, ensuring maximum security and the ability to quickly adapt to the future requirements of the City.

3.2.2 Cabinet/Security

3.2.2.1 For superior protection against weather and vandalism, pay stations must feature a stainless steel cabinet and armored glass as standard features.

IPS complies. With the retrofit kits, the existing cabinet is maintained. The IPS MS1 exterior is constructed of high grade corrosion-resistant stainless steel in a uni-body construction. The pay station is also available in cold rolled, corrosion resistant steel. The MS1 is treated and covered with a durable powder coating that is weather and graffiti resistant.

3.2.2.2 Pay station's exterior surface must have a powder coating for easy cleaning and graffiti removal.

IPS complies. The exterior of the MS1 is constructed of high grade corrosion-resistant stainless steel in a uni-body construction. The pay station is also available in cold rolled, corrosion resistant steel. The MS1 is treated and covered with a durable powder coating that is weather and graffiti resistant and well suited for Berkeley's climate.

3.2.2.3 The pay stations must be vandal resistant and have recessed door hinges.

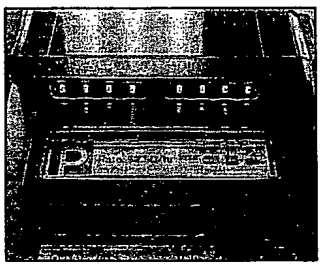
IPS complies. The MS1 cabinet door is composed of stainless steel which IPS offers as a standard feature. Stainless steel is highly vandal-resistant. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

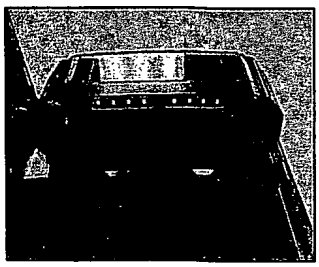
3.2.2.4 Pay stations must have separate compartments for maintenance and collections. There shall be no access to the money in the coin compartment when performing maintenance functions.

IPS complies. The MS1 features a separate maintenance compartment and collection vault. The cash box is housed in a secure vault which features a six-point locking system and high security lock. Additional security is provided by a standard outer cabinet door.

3.2.2.5 The pay station shall have LED lighting above the display to enhance visibility for motorists, technicians, and collections staff.

IPS complies. Blue LED lighting above the display provides increased visibility for drivers, technicians, and collections staff. The LED lighting is illuminated when sensors detect the presence of a customer or when a transaction is initiated. The parameters of the LED can be configured in the DMS in order to conserve battery life and to time out after a specified period.





3.2.2.6 The pay station shall feature proximity sensors to awaken the pay station upon a customer's arrival, thereby maximizing power efficiency.

IPS complies. The pay station features proximity sensors and will "awaken" the pay station upon customer's arrival or if payment is inserted into the machine.

3.2.2.7 All pay station doors must be equipped with sensors that will send notification, in real time to the back office software alerting the doors are being opened or closed and log information is report form.

IPS complies. The pay station will send an alert to the DMS when the door is opened or closed. This information will be recorded in the DMS.

3.2.2.8 For advanced protection against vandalism, the multi-space pay station shall be protected by a multiple point secure locking system. The outer vault door locks shall be protected by anti-drill spin disks.

IPS complies. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

3.2.2.9 All pay station doors (including maintenance access and cash vault) and coin box shall be equipped with switches/sensors to enable enabling remote monitoring.

IPS complies. The City will be able to monitor all pay station doors via the DMS.

3.2.2.10 All pay station doors must have locks (housing and vault) be at a minimum equal to or greater than the superior high security locks currently on the market with anti-vandalism protection.

IPS complies. The MS1 cabinet door is composed of stainless steel which IPS offers as a standard feature. Stainless steel is highly vandal-resistant. Both the service door and the outer vault door locks are protected by anti-drill spin disks. In addition, a separate set of keys is required to access the lower vault door, and a T-bar is required to unlock the main vault door.

3.2.2.10.1 a) No locks can be exposed beyond the flush mount of housing.

IPS complies. No locks are exposed beyond the flush mount of the housing.

3.2.2.10.2 b) Locks should be corrosive resistant and should not require regular cleaning or maintenance.

IPS complies. Locks are corrosive resistant and do not require regular cleaning or maintenance.

3.2.2.10.3 c) Must provide manual of vault locking system including description of security benefits, key and lock operation, maintenance and any safety requirements.

As this information is regarded as confidential, the requested information can be made available, on request, to an authorized entity, on a need to know basis, under a non-disclosure-agreement.

3.2.3 Keypads

3.2.3.1 Pay station keypads must be vandal resistant, weatherproof, and corrosive resistant.

IPS complies. The MS1's buttons are completely environmentally sealed to prevent moisture from affecting performance. Additionally, the labels on the buttons are cast (embedded) completely through the button so that wear and tear will not result in the label degrading overtime.

3.2.3.2 A weather-proof capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad shall be modular, to allow in-field replacement with basic tools if necessary.

The keypad is available in three different models: Pay-and-Display, Pay-by-Space, and Pay-by-Plate. The Pay-by-Plate station is equipped with a forty-two (42) button alphanumeric keypad, used to enter the license plate number. The Pay-by-Space pay station has a twelve (12) button numeric keypad. All keypads use mechanical buttons rated at more than 200,000 cycles, which translates into more than 10 years of use.

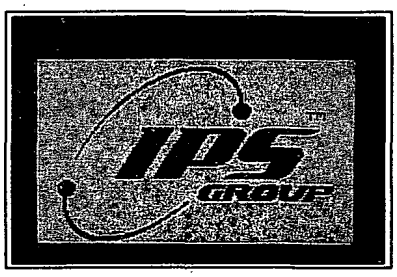
3.2.3.3 Pay station must feature buttons configurable for help screens, additional languages, maximum time, etc.

IPS complies. The retrofit features customizable buttons which can be used for max time, help or alternate languages.

3.2.4 Graphic Display

3.2.4.1 The display shall be protected by armored glass in order to provide superior protection against vandalism. Armored glass shall be included as a standard feature.

IPS complies. The retrofit features a backlit LCD graphical display that is automatically enabled in low light conditions or when payment is inserted in the pay station. The transflective monochrome display is one of the largest in the industry and has superior visibility in daylight conditions when compared with similar color displays. Transflective technology utilizes backlight in low ambient light conditions and reflected light in high ambient light conditions to provide optimum display readability under various light conditions.



MS1 Display Screen

3.2.4.2 Pay station display must be part of a plug-and-play designed main board module for easy servicing.

IPS complies. The display is plug-and-play and easy to service.

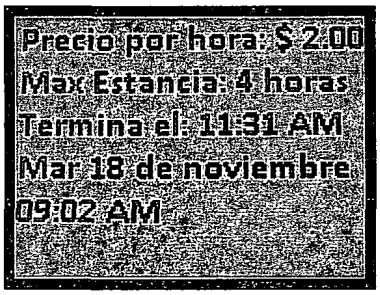
3.2.4.3 Pay station shall have a graphical liquid crystal display (LCD) with a temperature operating range of -22 deg F + 158 deg F (-30 deg C to +70 deg C), which is capable of displaying metered time (format of HH:MM), parking rates and maximum stay period messages, current time of day (including time when paid time will expire), as well as other alpha-numeric messages depending on the status of the transaction.

IPS complies. The LCD screen can display metered time, graphics and text in any language.

3.2.4.4 The pay station will have a backlit graphic display panel that is large enough to legibly display all necessary operating status and complex rate structure messages configured in the web-based management system to patrons and all diagnostic and maintenance information to technicians in English or other required languages.

IPS complies. The backlit display can support complex rate structure messages in any language.

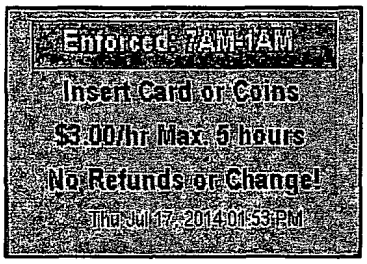






3.2.4.5 For increased visibility in low-light conditions, the LCD shall be backlit. Backlight will be enabled automatically via light sensitivity, and will require no additional settings to be adjusted. Additionally, backlight will only be enabled during a transaction in order to conserve battery power.

IPS complies. The LCD display is automatically enabled to provide easy viewing in bright or low light conditions. The City can configure the settings of the backlight as well as configure the backlight in order to conserve battery power via the DMS.



3.2.4.6 The LCD shall have the option for the user to increase/decrease the contrast of the LCD in order for the meter to adapt to the surrounding environmental conditions.

IPS complies. LCD settings can be managed remotely via the DMS.

3.2.4.7 In the event of a coin jam, meters will continue to allow payment via credit card, debit card and or smart card. During such a jam, meters will display "Cards only, No Coins" on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meters will display "Coins only, No Cards" on the LCD. In either event, the meters must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display "Out of Order". All of these messages can be remotely updated and programmed via web-based management system.

IPS complies. If the coin slot is inoperable, IPS meters will display a screen directing the motorist to alternate payment options, such as "Card Only" for payment and will accept credit/debit, smart cards, and pay-by-cell transactions. If the card reader is not functioning or there is loss of wireless connectivity, the meter will continue to accept payment by coin. In the event that the meter is inoperable, the meter will display "Out of Order" and an alert will be generated in the Data Management System (DMS) notifying the City.

3.2.4.8 The display will be designed to resist condensation that may occur when warmer weather follows cooler weather and or rain.

IPS complies. The display is treated with an anti-fog coating to prevent condensation.

3.2.4.9 The display shall have sufficient backlight so the pay station information can be seen at night.

IPS complies. The retrofit features a backlit LCD display for easy viewing at night or lowlight conditions. Additionally, blue LED lights provide enhanced visibility.

3.2.5 Coin Validation

3.2.5.1 The pay station will accept coins through a jam-resistant coin validator that detects both metallic and nonmetallic jams at key points in the coin path. It is desirable that the coin validator be made of clear plastic or be easily opened to clear jams and foreign objects.

IPS complies. IPS coin validators and card readers both have sensors that can detect any obstruction, whether metallic or non-metallic. In either case, any object that obstructs or triggers the sensors will set an alarm, in which case, the meter will notify the client based on a notification distribution list of the customer's choice. Such jams will also be displayed in the meter management system until the jam is removed.

3.2.5.2 The coin validator will include an anti-backup provision to prevent the retrieval of deposited coins (e.g., attached to strings, paddles, wires, etc.).

IPS complies. The IPS coin discriminator has two mechanical processes to prevent coin retrieval attempts. The first is pivoting arm that allows downward coin action for coin reading. If the coin is pulled back up into the coin entry

area, the arm position is pulled upward with the coin and blocks the coin path. In addition, if the coin is read and passes below the final sensor and then retrieved, a second set of fingers are activated much in the same manner as the upper pivoting arm to block the coin from re-entry into the coin discrimination area.

3.2.5.3 Pay stations shall be fully electronic with solid state components and straight down, free-fall coin chute. The meter shall be able to recognize and give time for both coins and/or custom tokens. Standard coin recognition shall include, but is not limited to, US denominations of $0.01, $0.05, $0.10, and $0.25 and $1.00 coins. The validator may also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the City.

IPS complies. IPS meters feature a fully electronic, straight down, free-fall coin chute. IPS meters accept all US denomination coins. The DMS allows the City to remotely program the acceptance of new coins and tokens as part of the payment options provided by the City.

3.2.5.4 The coin validator (also referred to as "coin acceptor") shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coin or other types of coin validator jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault. In the event of a jam, the meter must have the ability to notify city staff of a jam via email, text message or both.

IPS complies. IPS coin validators and card readers both have sensors that can detect any obstruction, whether metallic or non-metallic. In either case, any object that obstructs or triggers the sensors will set an alarm, in which case, the meter will notify the client based on a notification distribution list of the customer's choice. Such jams will also be displayed in the meter management system until the jam is removed.

3.2.5.5 If the coin slot is inoperable, unit must still accept credit card payment. There must be a message on the screen indicating that coin payment is not presently available. If coin selector is inoperable, unit must send an alarm to the back-office system to notify personnel of the malfunction.

IPS complies. In the event of a coin slot malfunction, the unit will continue to accept credit/debit card, smart card and pay-by-cell payments (if permitted). The unit will display which payment options are available and an alert will be generated to notify the City of the malfunction.

3.2.5.6 Coin validator must be easily removable for service or replacement.

IPS complies. The coin validator can be easily removed for service or replacement.

3.2.5.7 Coin validator will detect and count the number of unacceptable or invalid coins.

IPS complies. No time will be given for invalid coins and the DMS will record the use of such coins.

3.2.6 Card Reader/Credit Card Payments

3.2.6.1 The pay station will accept magnetic-stripe credit/debit cards and contact chip "smart" cards.

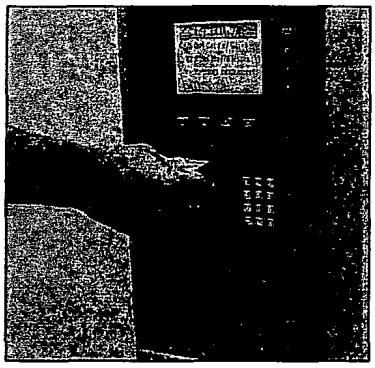
IPS complies. The pay station can accept magnetic-stripe credit/debit cards and contact chip "smart" cards.

3.2.6.2 Pay station will provide options for reading contactless credit cards (EMV chip embedded cards).

IPS complies. These are optional payment methods that the City can elect to use. Pricing is provided for such options.

3.2.6.3 The pay station's card reader will not retain cards and will always permit users to remove cards without damage, especially during a fault situation or power failure.

IPS complies. As shown in the image right, the customer retains control of the card at all times.



3.2.6.4 The pay station will clearly display the proper card orientation for insertion by the customer and will be designed to minimize customer confusion to the extent possible.

IPS complies. The pay station features a decal which clearly displays the proper card orientation for insertion.

3.2.6.5 If a card is inserted improperly, e.g., upside down or reversed, the card will be easily removed by the customer without the use of any tools.

IPS complies. If the card is inserted improperly, the customer may easily remove the card without the use of any tools.

3.2.6.6 Pay station will process card transactions in real-time when communications is established and batch credit card processing when communication has been interrupted.

IPS complies.

3.2.6.7 a) When real-time authorization is temporarily unavailable or cannot be completed within the configured time, the pay station will have off-line authorization capability that will verify that the card appears valid, is not on a local Blacklist. These transactions will be processed as soon as practical once real-time authorization is restored, but without affecting normal user operation.

Portions of this response are considered confidential: During any down time, the City has the ability to configure IPS meters to either decline the transaction or accept the transaction and retry authorization at the next available connection. If configured to accept during down-time, the meter will wait for a period of time to establish a connection for authorization. If it cannot, it will accept the transaction and allow time to be purchased on the meter. The meter will also make multiple attempts to reconnect and authorize the card. As a further preventative measure, IPS utilizes blacklists (hotlists) based on previously declined cards or cards manually added to the blacklist. This list is built over time and automatically downloaded to all meters in the City. Attempted use with a card on the blacklist will immediately result in a declined transaction without attempting communication to save battery life.

3.2.6.8 The pay station will support user-defined credit card amount settings, including minimum amount, maximum amount, default amount first displayed, and amount selection increment, and rounding increment. When charging credit card payments for the maximum permitted time, the pay station will round the selection to the next highest selection amount according to the user-defined rounding increment.

IPS complies.

3.2.6.9 In addition to PCI-DSS and PA-DSS requirements, for additional protection of cardholder security, no credit card information shall be authorized, transferred or stored outside of North America.

IPS complies. IPS was the first single-space credit card-enabled parking meter vendor to become PCI-certified in 2008. Today we process over 60 million credit card transactions each year, safely and securely. Please see the Appendix for copies of our PCI and PA-DSS certifications.

3.2.7 Printer

3.2.7.1 Pay station shall have high resolution thermal graphic printer where receipt is printed internally and advanced to customer.

IPS complies. High quality graphic thermal printers are standard and include a self-sharpening auto cutter blade.

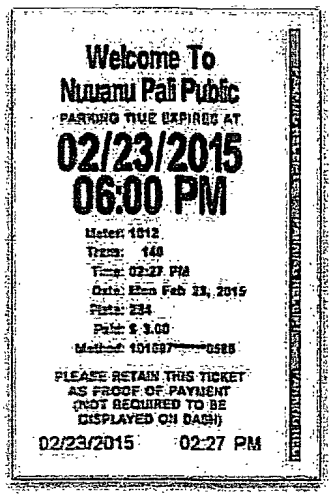
3.2.7.2 Printed and advanced receipts left behind by patrons must not create a paper jam for the next transaction.

IPS complies. The pay station includes a straight-eject printer. There is no receipt ejection into a bowl, cup or chute that may create jams or make the receipt difficult to see.

3.2.7.3 Printer must be removed and replaced with ease, minimal tool requirement.

IPS complies. The printer is removed and replaced with ease.

3.2.7.4 Shall be capable of printing in different fonts and sizes and at a minimum include:
3.2.7.4.1 a) Unique receipt number.
3.2.7.4.2 b) Transaction Date (MM/DDNYYY) and Time (HH:MM PM/ AM).
3.2.7.4.3 c) Expiration Date & Time
3.2.7.4.4 d) Amount paid.
3.2.7.4.5 e) Method of payment.
3.2.7.4.6 f) Pay station identification number


Welcome To
Nuuanu Pali Public
PARKING TIME EXPIRES AT
02/23/2015
06:00 PM
Meter: 1812
Trans: 140
Time: 02:27 PM
Date: Mon Feb 23, 2015
Plate: 234
Paid: $ 3.00
Method: 101697 0585
PLEASE RETAIN THIS TICKET AS PROOF OF PAYMENT (NOT REQUIRED TO BE DISPLAYED ON DASH)
02/23/2015 02:27 PM

IPS complies. Tickets can be designed in the DMS system via the ticket editor function or by the IPS service team. All changes are free of charge and are included in the monthly DMS license fees. All of the required information can be printed on the receipt as shown in the sample at right.

3.2.7.5 Shall have the ability to receive paper in roll form and print tickets at variable lengths. Paper shall not be proprietary. Proposal must indicate:
3.2.7.5.1 a) Average number of tickets per roll, based on specific ticket size assumption.

IPS complies. The receipt paper is provided in roll form and can print tickets at variable lengths. Ticket roll length is 1000 ft. (3in. ticket will equate to 4,000 tickets per roll). Ticket length is determined by the city. The paper width = 2.7" and paper weight = 50 to 250 g/m2.

3.2.7.5.2 b) Cost per roll.

Additional paper rolls are $24.50 per roll.

3.2.7.6 Pay station printer will have an automatic cutting mechanism.

IPS complies. The printer features a self-cutting blade.

3.2.7.7 Receipt generation
3.2.7.7.1 a) Receipts for pay station transactions shall be either auto issue or by request.

IPS complies. A receipt will be automatically generated once the payment has been accepted or the customer may request a receipt.

3.2.7.7.2 b) Upon successful payment, print a receipt that includes the pay station identification number, parking zone identification, time and date, amount paid, and transaction number.

IPS complies.

3.2.7.7.3 c) Pay stations must create an alarm when the receipt paper is low

IPS complies. An alert will be generated when the receipt paper is low, and an email or text message will be sent to the relevant personnel.

3.2.8 Power

3.2.8.1 Back-up batteries shall be located in an easily accessible storage area inside the unit.

IPS complies. The back-up battery is easily accessible inside the cabinet.

3.2.8.1.1 a) Primary power for all units shall be solar. Pay stations shall include a high quality rechargeable battery. Solar panel must be integrated into the top of the pay station, not placed on posts.

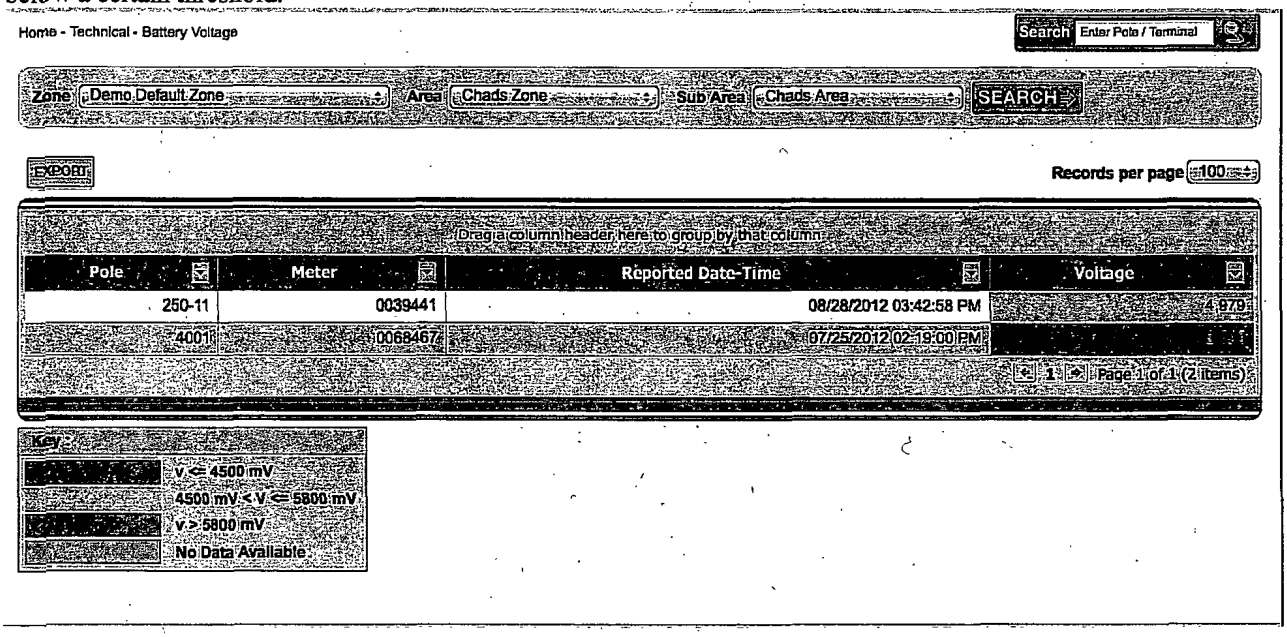
IPS complies. The MS1 features a fully integrated solar panel. The solar energy collection system maximizes the collection surface area for the given unit footprint, reduces solar angle dependency, is less susceptible to the accumulation of dust and other debris, and houses high efficiency solar cells. The power budget is such that more energy is collected than required and the surplus energy is stored in a power reservoir with adequate capacity to supply the system for extensive periods in times of low or no available solar energy. Energy demand is conserved by switching subsystems on only for the periods required. Power levels are continuously monitored and reported to the backend system.

3.2.8.1.2 b) Battery life under normal operating conditions shall be 48-60 months.

IPS complies. Depending upon features enabled, battery life under normal operating conditions can be 48-60 months.

3.2.8.1.3 c) When battery voltage falls below a minimum threshold; the pay station will generate an alert prior to going out of service.

IPS complies. Battery voltages can be monitored via the DMS and alert will be generated when the voltages fall below a certain threshold.



3.2.8.1.4 d) Battery connections will be designed to resist corrosion and to sustain a minimum of five years of service.

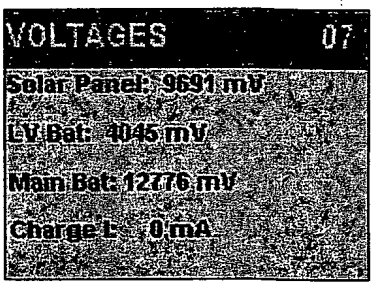
IPS complies. All PCBs and connectors are conformal coated to protect against moisture.

3.2.8.1.5 e) Power source will be designed to be replaced without tools or with a single tool in under two minutes.

IPS complies. The power source can be replaced in the field with simple tools in under two minutes.

3.2.8.1.6 f) A voltage check system must be integrated into the meters and the voltage of the battery must be determined in less than five seconds. The unit must communicate the battery's voltage to the back office system so that it can be monitored and viewed on the pay station's display for ease of maintenance.

IPS complies. Battery voltage check is available by accessing the MS1 pay station using the Diagnostic card or by accessing the backend DMS which provides real-time updates.



3.2.8.1.7 g) All locally-stored meter data will be retained during battery replacement and a battery failure of seven days or less.

IPS complies. All meter events and transactions are stored in non-volatile memory, so storage is indefinite, ensuring there will be no loss of data in the event of battery replacement or failure.

3.2.9 Pay Station Internal Clock and Time Management

3.2.9.1.1 a) The pay station will have at least a 365-day calendar real-time clock that will either retain the time settings during battery replacements or servicing, or will accurately reset the time settings without losing prior programming; reset will occur within 3 seconds of battery replacement or servicing. If back-up power built into the meter is used for this function, this back-up power must allow at least 15 minutes for a given battery change without losing the clock settings.

IPS complies. The pay station features a 365-day, real-time clock. All settings will be retained in the event of battery replacement or servicing.

3.2.9.1.2 b) The clock will be programmable at least one year in advance for automatic daylight savings time changes; Vendor must program daylight savings for the first 2 years of the agreement.

IPS complies. The clock can be programmed to automatically adjust for daylight savings time changes via the DMS.

3.2.9.1.3 c) The time-of-day clock will be accurate to within plus or minus two seconds per day (where a day is defined as any given 24-hour period).

IPS complies. The timer on the meter is synced to server time, which in turn is synced to a stratum 1 time server (atomic clock) to maximize accuracy of time throughout the entire network.

3.2.9.1.4 d) The clock will sync with the time on the Meter Management System a minimum of once per day, but ideally every time it communicates with the Meter Management System.

IPS complies. The timer on the meter is synced to server time, which in turn is synced to a stratum 1 time server (atomic clock) to maximize accuracy of time throughout the entire network.

3.2.9.1.5 e) The clock will track the day of week, Monday through Sunday.

IPS complies. The clock will track and display the day of the week on the meter.

3.2.9.1.6 f) Time of day and day of week will be visible to maintenance staff on the front display screen.

IPS complies. Time and day of the week will be visible to maintenance staff on the front display.

3.2.10 Communications

3.2.10.1 Pay stations must operate on a 3G or 4G network.

IPS complies. IPS meters feature integrated 3G Cellular Technology with ultra-reliable and fast connectivity.

3.2.10.2 Pay stations will manage spaces with different rates, lengths of stay, and parking restrictions.

IPS complies. The IPS pay station will manage spaces with varying rates, lengths of stay and parking restrictions.

3.2.10.3 When operation mode is applicable, pay stations will accept payments for any pay station space in the area, provided that the meter has an active wireless connection to the communicate the payment to the Meter Management System.

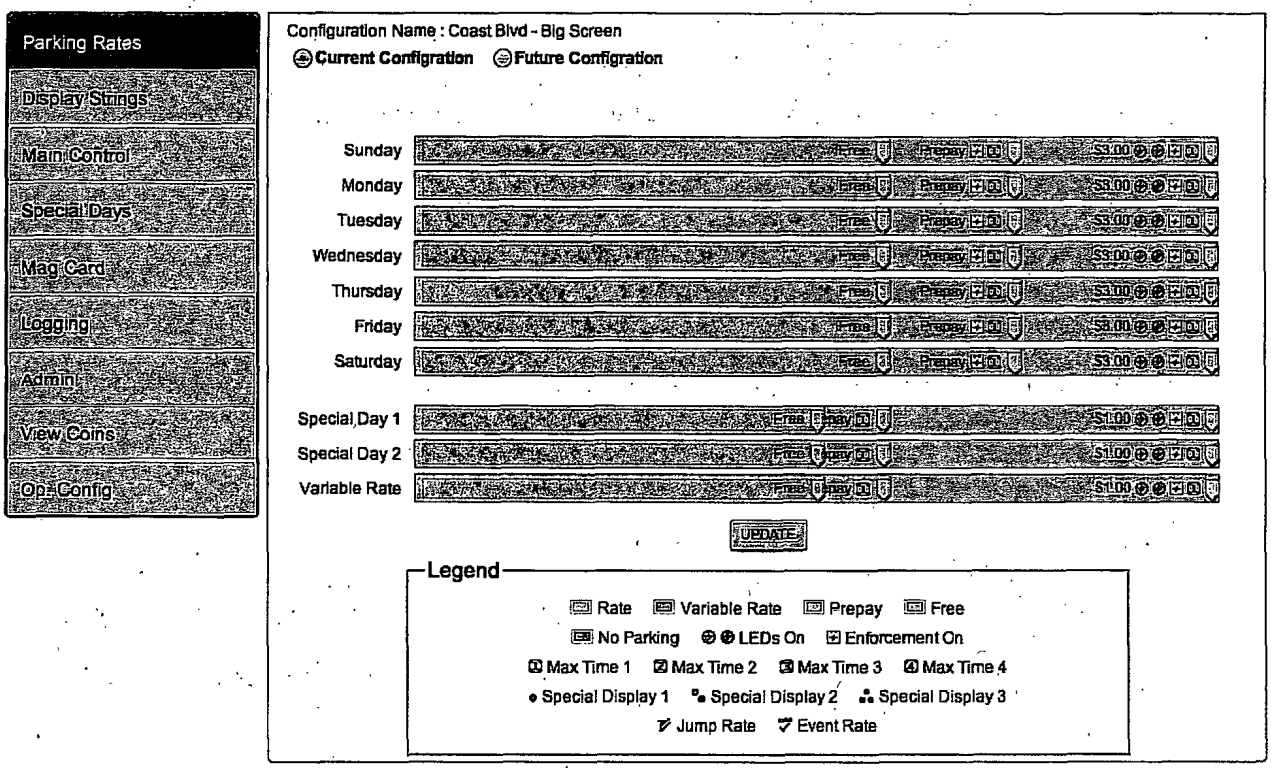
IPS complies.

3.2.10.4 Pay stations shall have secure wireless network capabilities enabling it to communicate to a central server and handheld meter maintenance and enforcement tools.

IPS complies. Each IPS meter is wirelessly networked via the cellular network to the DMS which allows the City to manage both their existing single-space and retrofitted multi-space parking assets from the same backend system from any web-enabled device.

3.2.10.5 Pay stations will be fully programmable, including firmware and configuration, wirelessly over the air and through a manual method at the meter.

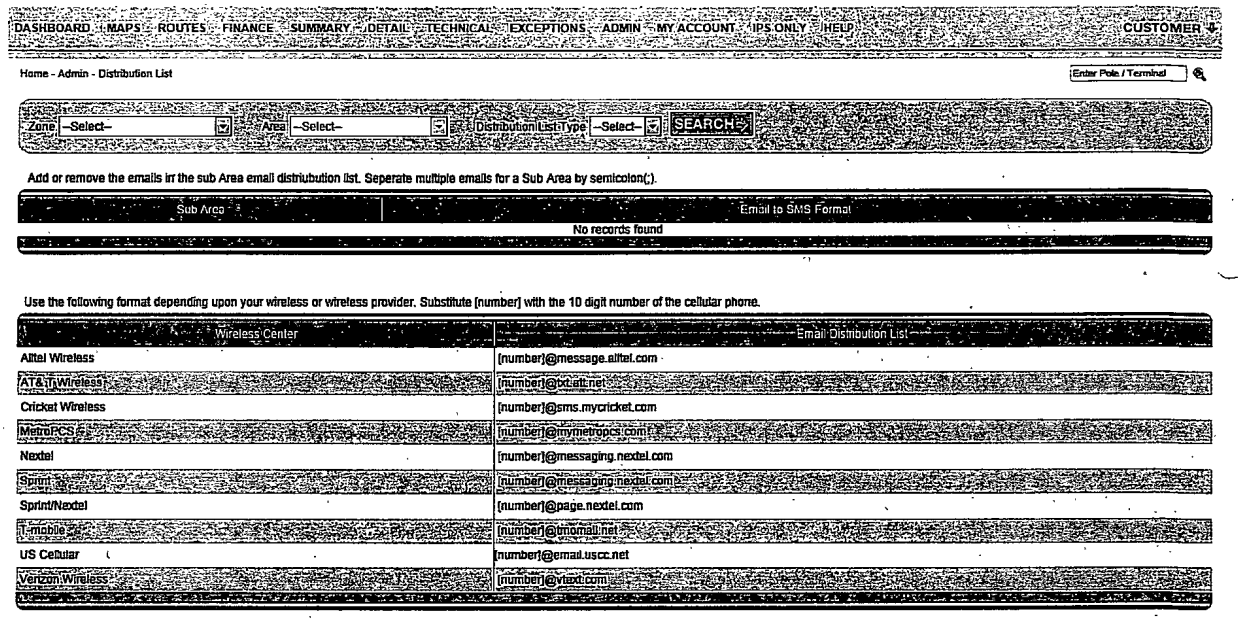
IPS complies. The pay stations are fully programmable either via the DMS as shown in the screenshot below, or manually at the pay station.



3.2.10.6 Pay stations can wirelessly notify parking operations staff of any faults, such as a card reader or coin validator jam, via a text message, email, or both.

IPS complies. When an alarm is triggered the IPS meter will establish a wireless connection to the DMS. The DMS can then relay the alarm message to a distribution list of the City's choosing, which allows for alerts to be sent to those with responsibility for a specific zone or area. Alerts can be sent using email, text message or both. A list of the most common alarms include: card blockage, coin blockage, battery low, oscillator fault, configuration error, card read error, coin box level alarm. Recipients of these reports can be modified by using the distribution list and the City has the ability to customize where alarms are sent (text message vs. email).

ALARM DISTRIBUTION LIST MANAGER:



3.2.11 Payment Card Industry Data Security Standard (PCI)

3.2.11.1 Pay stations, the associated communications system, and the backend server will all be compliant with the latest available security standards as defined by the Payment Card Industry Data Security Standard (PCI).

IPS complies. Please see the Appendix for copies of our PCI certification.

3.2.11.2 The software and the application shall be compliant with the most current Payment Card Industry (PCI) Data Security Standard.

IPS complies. Please see the Appendix for copies of our PCI certification.

3.2.11.3 The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS and PA -DSS). Visa and MasterCard aligned data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI - DSS) defines the requirements with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: https://www.pcisecuritystandards.org/documents/PCI_DSS_v3.pdf

IPS complies. IPS is listed as a valid service provider for the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs and is fully compliant with all PCI-DSS and PA-DSS guidelines.

3.2.11.4 The successful proposer must be a certified vendor of the City's merchant card processor. At this time, the City of Berkeley is in contract with Wells Fargo Merchant Services LLC.

IPS complies. We are a current City vendor for credit card parking meters.

3.2.11.5 The proposer must be able to demonstrate they meet the above requirements at the time of bid.

IPS complies.

3.2.11.6 Encryption: All data leaving pay station shall be encrypted. Describe encryption protocol.

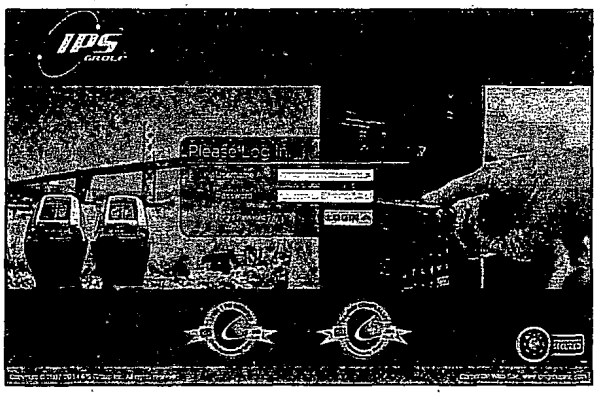
IPS complies. IPS utilizes an RSA 1024bit encrypted data stream.

3.2.11.7 Vendor must be listed on both Visa and MasterCard web sites as being PCI certified.

IPS complies.

3.2.12 Management System

3.2.12.1 Login and access to the wireless based management system via the Internet.



IPS complies. Only an Internet browser is required to access the DMS.

3.2.12.2 The management system shall track audit amounts by pay station ID, route, and any other selected pay station configuration thereof.

IPS complies.

3.2.12.3 Management system shall provide a full set of reports. These shall include revenues for all transactions, by meter, by route, or by zone, including, but not limited to, financial activity, usage, maintenance, and user trends.

IPS complies. Please see the Appendix for a comprehensive set of sample DMS reports.

3.2.12.4 Real time alarms and status reporting for maintenance via the wireless based management system.

IPS complies. Alerts and status reports are available in the DMS.

3.2.12.5 The management system shall notify service technicians of fault and status issues via text or e-mail.

IPS complies. The DMS will notify the relevant technician by email or text in the event of a fault or status issue.

3.2.12.6 System software shall provide a variety of reports. Vendor shall provide a list and examples of reports with the proposal.

IPS complies. IPS provides a full set of data and Management, Financial and Maintenance Reports, and the data can be exported into other software packages such as MS Excel, MS Access, CSV, etc. should the City have any specific requirements. Some of the most common management system reports include: Daily, Weekly, Monthly and Annual Total Revenue Reports from City level down to meter level, by payment type; Daily / Monthly credit card auditing and reconciliation, types used and searches; Coin collection by date, routes, collector; Monthly citywide statistics for meters, average number and value of transactions. Please see the Appendix for a comprehensive set of sample DMS reports.

3.2.13 Collections

3.2.13.1 The pay station will deposit coins directly into a secure, locked coin box, holding a minimum of 2,000 quarters that will provide no access to contents throughout the collection process and will indicate evidence of tampering.

IPS complies. IPS offers two different coin vaults. The larger, 3.5 liter vault has a coin capacity of 2,100-2,450 coins. The smaller, 1.0 liter vault has a coin capacity of 600-700 coins. The thickness of the coin vault is 5.25 mm and offers superior protection against vandalism and theft.

3.2.13.2 The pay station will include door sensors to register when any locked door is opened and closed.

IPS complies.

3.2.13.3 The pay station will include a cash box sensor to register when the coin box is inserted and removed.

IPS complies.

3.2.13.4 The pay station will communicate door opened and closed messages and coin box inserted and removed messages to the Meter Management System.

IPS complies. The DMS will track removal and replacement of the coin box and open and closed door messages.

3.2.13.5 The pay station will accept all other valid forms of payment except coins when the coin box is removed or full.

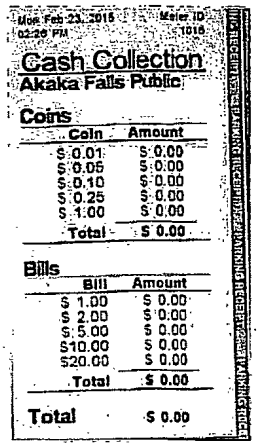
IPS complies. If the coin box is removed or full, the pay station will continue to accept debit/credit cards and pay-by-cell payments.

3.2.13.6 The pay station will be designed to permit the cash box to be removed and replaced by a collector in less than 30 seconds without any special tools.

IPS complies. The pay station features blue LED lighting which provides additional lighting for collectors. And the coin canister features an easy-to-grab handle for quick removal and replacement.

3.2.13.7 At the time of collection, the pay station will report total revenue since the last collection, by coin denomination, credit card, and smart card, either automatically based on can replacement or by inserting a collection card.

IPS complies. As shown in the sample receipt right, the pay station will report total revenue since the last collection by inserting a collections card.


Mon Feb 23, 2015 Meter ID
02:29 PM 1010
Cash Collection
Akaka Falls Public
Coins
Coin Amount
$ 0.01 $ 0.00
$ 0.05 $ 0.00
$ 0.10 $ 0.00
$ 0.25 $ 0.00
$ 1.00 $ 0.00
Total $ 0.00
Bills
Bill Amount
$ 1.00 $ 0.00
$ 2.00 $ 0.00
$ 5.00 $ 0.00
$10.00 $ 0.00
$20.00 $ 0.00
Total $ 0.00
Total $ 0.00

3.2.13.8 Audit information will be sent wirelessly to the Management System.

IPS complies. All audit information is sent wirelessly to the DMS.

3.2.13.9 The pay station will have storage capability to retain all transaction data for a minimum of thirty (30) days.

IPS complies. IPS meters use non-volatile flash memory for the secure storage of all meter event and transaction information as permitted by PA-DSS and PCI-DSS requirements. This includes payment transactions, maintenance events, diagnostic events, coin collections, meter faults, battery status, and all other event data within the meter. This information can be stored indefinitely, but for an active meter, this amounts to 60 days of operation without a connection to the meter management system.

3.2.13.10 Financial audit data will not be affected by the reading or retrieval of maintenance data, by resetting the meter, or by other such events.

IPS complies. There will be no loss of data in the event of a meter reset or other such events.

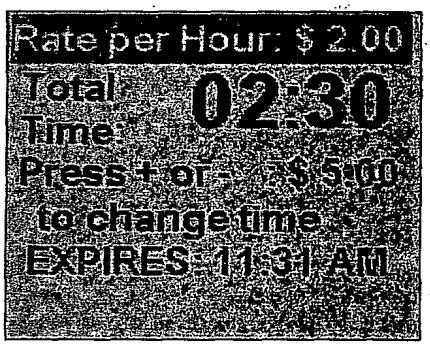
3.2.14 Meter Operations and Rates

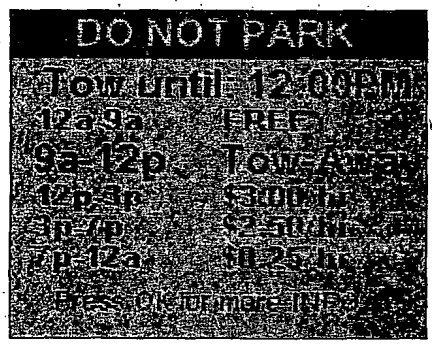
3.2.14.1 FIXED RATE – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with the meters to accomplish such a rate update.

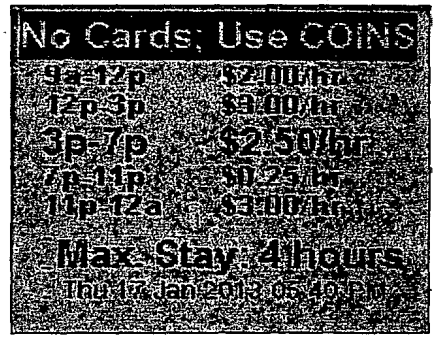
IPS complies. The IPS Data Management System allows the City to remotely program the meters with a fixed rate, as well as rates for holidays/special events. No direct interface with the meter is necessary.

3.2.14.2 MULTIPLE-RATES – varied rates throughout the day, with a minimum of 7 times and the ability to increase this up to 12 times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

IPS complies. IPS meters are currently deployed in both the SF*park* and LA Express Park programs which incorporate dynamic parking rate structures. Sample screenshots of varied rate structures are shown below.







3.2.14.3 PRE-PAY – allow a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

IPS complies. The City can configure a pre-payment period which will allow motorists to pay for parking prior to the beginning of enforcement hours.

3.2.14.4 TOW-AWAY – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters will not accept credit card payment and no time will be given for coins. Meters shall be capable of displaying "Tow-Away Do Not Park" on the LCD screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and will not require City staff to interface with each individual meter to accomplish such a rate update.

IPS complies. The City can program a tow-away period in the DMS during which time the meter will not accept payment.

3.2.14.5 EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, $15 for basketball

game, such that the rate begins at 5pm and the $15 results in the space being paid for the duration of the event. Meters shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter's LCD in English and other languages.

IPS complies. The meters can be programmed to accept event parking rates and are capable of displaying graphics and other languages.

3.2.14.6 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of parking operations (enforcement) shall also be managed and updated via a web-based management system, providing remote management capability.

IPS complies. All of the above can be configured remotely via the DMS.

3.2.14.7 Meters will support multiple rate schemes, including hourly, progressive, and long-term (jump) rates. It will support up to five rate changes per day. These rates will be configurable via the wireless network.

IPS complies. The IPS meter offers two types of configurations to be stored in meter memory, including the current active configuration and one additional future configuration. Each configuration (both current and future) has the ability to provide 7 days Monday-Sunday of rates, with up to 15 rates per day.

3.2.14.8 Meters will be able to accept pre-payments prior to start of regulated parking (e.g., pay at 6am for a session that begins at 7am) by showing the space as paid through the beginning of regulated parking.

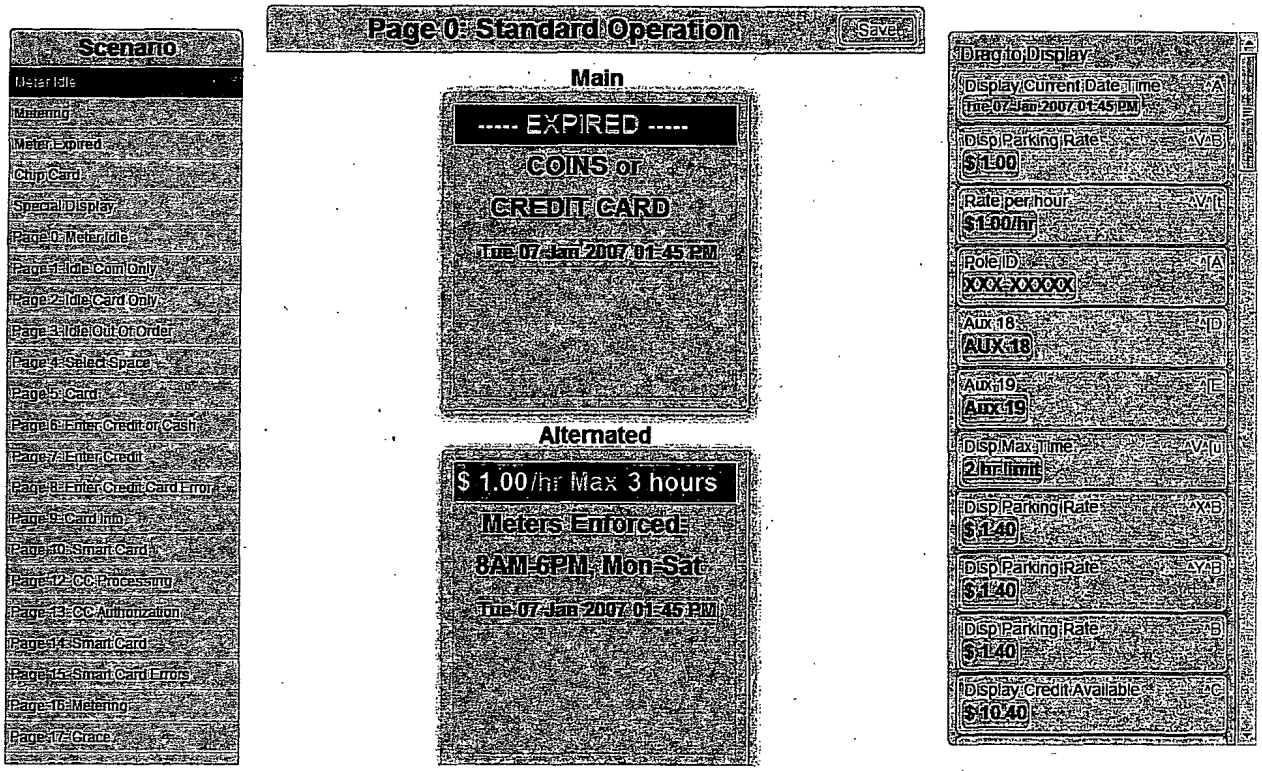
IPS complies. The meter can accept pre-payment prior to start of enforcement hours.

3.2.14.9 Meters will be programmable with all applicable parking restrictions affecting payment ability, including peak hour no stopping, street cleaning no parking, passenger and commercial loading zones, and free parking periods. Meters will alert the customer and prevent payment approaching and during any restricted period as applicable, notwithstanding the option to require payment for commercial loading zones.

IPS complies.

3.2.14.10 Meters will remotely update and change rate schemes.

IPS complies. All changes/updates can be managed via the DMS, providing remote management capability. In the configurations menu, the DMS allows the user to drag and drop the configuration (new feature). Using this allows the customer to see exactly how the screen is going to appear before doing a communications test on the meter.



3.2.14.11 Meters will allow for rate scheme updates for special events via the Meter Management System.

IPS complies. Rate change updates such as for special events can be performed via the DMS.

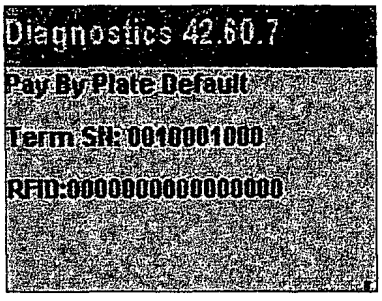
3.2.14.12 When one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.

IPS complies. If one or more forms of payment are unavailable, the meters will continue to accept all other forms of payment.

3.2.14.13 Meters will display which forms of payment are available and unavailable to the customer.

IPS complies. Available and unavailable forms of payment will be displayed on the meter.

3.2.14.14 All meter maintenance functions and diagnostics will be accessible through a series of maintenance menus.



IPS complies. All maintenance functions and diagnostics tests are accessible on the meter display.

3.2.15 Pay Stations and Performance Requirements

3.2.15.1 The pay station will be field serviceable for clearing coin jams and foreign objects, requiring no special tools, within three minutes from the time the repair person begins the removal process.

IPS complies. If a coin blockage does occur:
1. Pull down the validator holder from inside the pay station.
2. Pull out the coin validator by pressing on the spring loaded retention clip.
3. The jam will be visible due to the design of the clear validator cover. Any thin object (such as a screwdriver) can be used to remove the jam.
4. With the jam cleared, insert the validator into its original position, clipping into place.

3.2.15.2 Coin counts for each coin denomination deposited into the collection container (coin can or cash box) will be no less than 99% accurate per collection.

IPS complies. Coin count accuracy rates consistently average 99% or greater per collection.

3.2.15.3 The pay station will complete any payment type transaction within 20 seconds from the last user input (e.g. hitting an 'ok' button) to approval and completion.

IPS complies.

3.2.15.4 The pay station will post time loaded remotely within 30 seconds of completing the transaction no less than 95% of the time.

IPS complies.

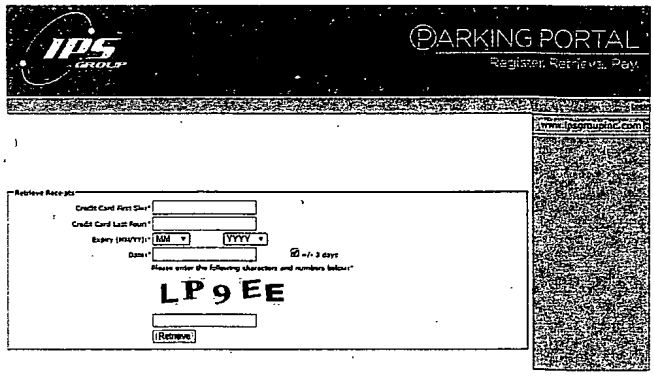
3.2.15.5 Pay station will report its change in status, e.g. outages, to server within 2 -minutes no less than 85% of the time, and within 3 minutes no less than 95% of the time.

IPS complies. Our experience with real time applications in San Francisco and Los Angeles proves our ability to meet such real time applications.

3.2.16 Additional Desired Features

3.2.16.1 Pay-by-Cell. Be compatible with pay-by-cell phone payment technology. The City would like the option to include a pay-by-cell phone option potentially in the future. Any meter system installed must have the ability to push any time purchased from a remote payment device or smart phone directly to the meter such that the payment of the meter is transparent for the purposes of enforcement. Additionally, if so desired, a user may register for a service that would allow for delivery of a receipt after payment with a credit card as well as a notification prior to meter expiration for the purposes of adding additional time to the meter remotely, where public policy permits.

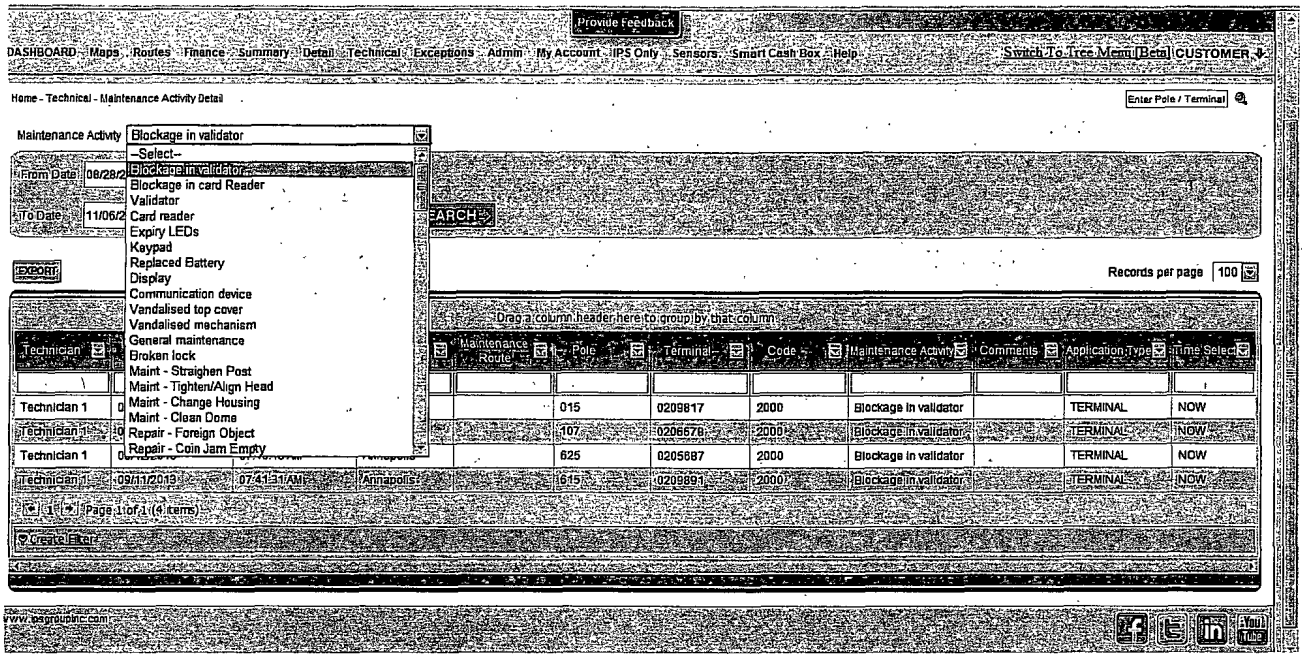
IPS complies. IPS meters have pre-existing integration with pay-by-cell providers PayByPhone, ParkMobile and ParkNow. This platform establishes a standard for any other 3rd party remote payment system which will allow motorists to make a payment via smart phone or remote payment device after which the payment will be pushed to the meter in real time.



IPS can provide a web-based Parking Portal which allows users to register their license plate and will allow the user to print receipts, manage their paid time and more.

3.2.16.2 Meter Maintenance Application: with the use of a mobile device application for meter maintenance, staff can easily log faults and repairs in the field from their cellular phone/tablet.

IPS complies. Maintenance logging can also be done using the IPS Meter Maintenance Application, which will log events in the maintenance activity reports.



Product Innovation & Future Product Offerings

Innovation is the cornerstone of the IPS foundation from which we have built parking solutions which are redefining the parking paradigm. As the pioneer of the solar powered, credit card-enabled single-space parking meter, we introduced enhanced payment options to Cities and wirelessly networked our meters to a state-of-the-art Data Management System in order to provide our clients with real-time data, remote configuration capabilities and a smarter and more efficient method to manage their parking operations. We were the first and currently the only single-space meter vendor to offer the capability to push pay-by-cell payment to the meter in real-time, and successfully integrate with third-party applications to deliver the latest applications and services to our customers.

We continue to drive the parking industry forward with products that meet the evolving needs of our customers. IPS currently operates more than 8,000 in-ground vehicle detection sensors with an average accuracy of 99% or more. The IPS sensor communicates directly with IPS meters and data is transferred using the available cellular link inside each IPS meter. IPS sensor technology allows Cities to employ several unique features such as meter reset and anti-meter feeding. IPS can also partner with third parties for enforcement and to provide parking guidance.

IPS continued to demonstrate this forward-thinking approach when it completed the portfolio of on-street meter products when it introduced the MS1 Pay Station and Revolution Retrofit Kits. These units were designed specifically for the US market and manufactured at our San Diego-based headquarters. The MS1 Pay Station incorporates the hallmarks of the IPS single-space platform – enhanced payment options, Data Management System, and unparalleled power efficiency – while offering additional features such as IntelliTouch™, and armored glass and stainless steel as standard features.

Complementing the MS1 Pay Station are the Revolution Retrofit Kits. The kit replaces outdated components of the old pay station with new IPS technology and features. Designed with the service technician in mind, the modular components can easily be removed, serviced and replaced with no more than a screwdriver. IPS replaced all the electrical wiring harnesses and traditional complexities inside the cabinet box with ultra-reliable electronic

components housed on a single PCBA (printed circuit board). Cities benefit from lower equipment upgrade costs, ease of maintenance and reduced overall cost of ownership.

As a technology company, IPS will continue to invest heavily in research and development with a view to continuing to deliver world-class parking solutions. The IPS development roadmap includes some of the following items:

- EMV Contactless Certification – waiting on certification
- EMV payment platforms
- Parking permit and validation pricing option
- Web based parking receipt portals – currently deployed in San Francisco, CA
- User account based systems allowing uses to register vehicles, plate numbers, and nicknames – in development
- Account based pricing options based on license plate number, permit number, or other identifier – in development
- Pay station based citation payment
- New payment protocols, including Google Wallet

Chapter 3 | Support Strategy

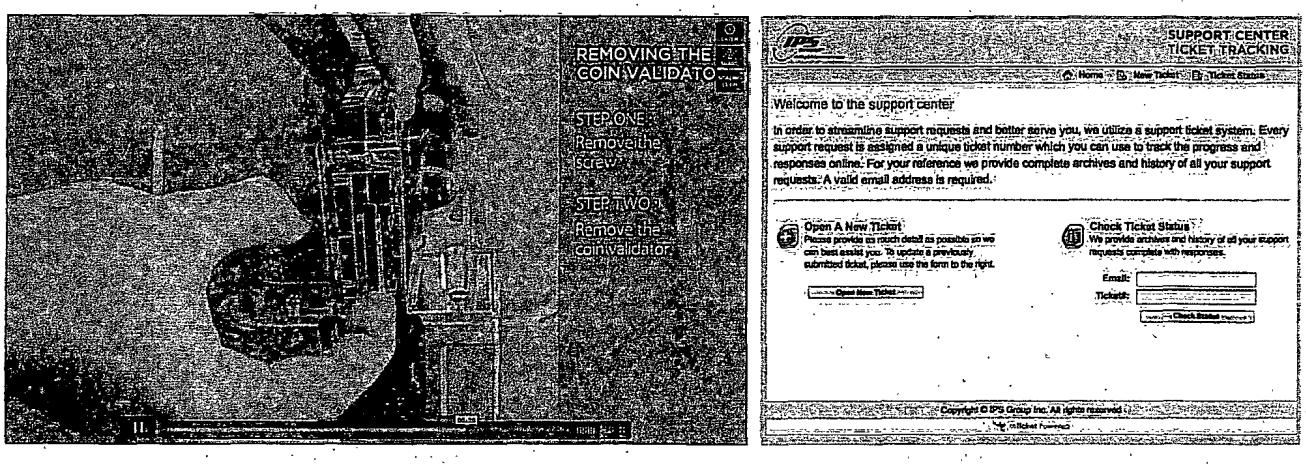
Maintenance & Ongoing Support

Maintenance Training Overview

IPS will provide as much training (both on-site and web-based) as required by the City, including additional sessions, specialized sessions customized to the needs of the City, both before, during and after deployment. Additionally, IPS has a team of Bay Area field technicians who can provide additional support throughout the life of the contract as required.

Additional Training Resources

IPS provides technical and user manuals, video tutorials, help documents, and a support ticketing system online through the DMS. These tools are available 24/7 and new support and education tools are continually being developed to ensure customers have direct access to service documentation. Below is a screen shot of the support ticket portal homepage, which logs questions from customers online and allows customers to follow up on progress until their question or RMA has been completed. In addition, IPS retains a library of video tutorials, providing assistance for common maintenance issues that may arise.



IPS video tutorials (left) and support ticketing system (right).

Electronic Maintenance Manuals

IPS maintains a library of maintenance manuals which are updated regularly and available for download at any time from the IPS DMS as shown in the sample screenshot below.



Preventative Maintenance

IPS meters have been designed to be maintenance-free. However, preventative maintenance can help extend the product life. Below is the recommended preventive maintenance schedule for the proposed IPS meters.

- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader and coin acceptor clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

Recommended Spare Parts

IPS provides all spare parts services and inventory based in San Diego, CA which translates into quick response times for the City of Berkeley. While we recommend that the City maintain an on-site inventory of spare parts, our San Diego based facility ensures that spare parts are immediately available for the City at any time. Ground shipments generally will take approximate one-two business days from San Diego to Berkeley, and our turnaround time upon receipt is 3-5 business days.

Please see the Pricing chapter for spare parts pricing.

Warranty Repair Services

The warranty repair process is very straight forward and monitoring the progress of these repair services, including services performed, is available within our management system software.
In the event that the pay station cannot be repaired by one of our local field technicians, the equipment will be returned to our San Diego offices. An overview of the RMA process is provided below.

Step 1: The City will notify the IPS project manager or help desk of RMA requirement via phone or email, or by submitting a help ticket from within the IPS DMS or submitting a form with associated RMA request details

RMA (Return Merchandise Authorization) PROCEDURE

Should you have an technical problems with any IPS Group INC parts, please call 1-858-404-0607 so that we can issue you an RMA number. We can issue RMA numbers between 8am and 5pm Pacific Standard Time, Monday through Friday.

You may also email us at techsupport@ipsgroupinc.com. Please be sure to include the following in your email serial #, part or part ID #, number of parts being returned, and as much detail as possible about the problem you are experiencing. A customer support representative will then contact you.

All parts should be returned to the following address:

IPS Group INC
Attn:RMA# XXXXX
5601 Oberlin Dr. Suite 100
San Diego, CA 92121

Please do not return parts without an RMA number. This could cause a significant delay in having your parts examined.

Please call the Help Desk at 1-858-404-0607 so we can answer any questions for you!

filled out.

Step 2: IPS project manager / field technician / customer service manager will issue an RMA number through the DMS within 2-3 business days, and schedule a pickup of the equipment for repair. Any additional documentation will be completed at this time.

Step 3: IPS will repair locally or return to San Diego for repairs.

Step 4: Repaired equipment will be returned to the Berkeley meter shop upon completion. RMA ticket will be closed.

Automated RMA tracking: RMA status, including work performed to repair meters, can be viewed at any time using IPS DMS. There is no need to go to another online system to view this information. RMAs are typically shipped back to the customer within 5-7 business days after receipt.

Technical Support

IPS will be providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). IPS provides after hours service in the case of emergency, weekends, after hours and holidays which is 24/7 and 365 days a year. This answering service will notify IPS staff in the event of an emergency situation.

Potential Connectivity Issues

IPS has achieved excellent connectivity with the 140,000 currently deployed wireless devices across the United States. However, on occasion, we have discovered weak signal / dead zones and have escalation policies in place to address this with the carrier. While a communication failure with IPS equipment is very rare, in the event of such a communication failure, IPS has many tools at its disposal.

- Meter connectivity logs – to determine a repeatable issue that may be due to signal
- Signal Strength Analyzers – although meter communications are tested at the point of installation to identify any issues with connectivity, IPS can provide additional services.
- Meter Diagnostics – ability to force a meter to make a connection with the IPS back office. This resolves 99% of all connectivity issues. Training will be provided as part of our solution.

Incident prioritization IPS has a process for wireless coverage incident prioritization, including target response times. Five levels of priority are available within the IPS process for problem management and the logging of incidents reported by customers or detected by surveillance teams. Below is a summary of the priority levels and response times.

Priority Level	Targeted Response*	Description
Priority 1	15 minutes	Affects more than 50% of user base
Priority 2	30 minutes	Affect significant proportion of user base (25%-50%)
Priority 3	1 hour	Affects a sizeable proportion of user base (0%-25%)
Priority 4	8 hours	Affecting multiple individual Customer end users and resulting in an intermittent, partial or total loss of one more services to these end users.
Priority 5	24 hours	Incident or problem affecting a single Customer end user and resulting in an intermittent, partial or total loss of one more services to that end user.

* After completion of initial diagnostics.

Chapter 4 | Implementation Plan

Implementation Plan

IPS will designate a Project Manager to be the single point of contact throughout the installation for the purpose of providing multi-space retrofits to the City as part of the contract. This includes a regular meeting schedule to set expectations, ensure proper ongoing communication, timeliness of meeting the implementation requirements, and ongoing support of all customer requirements. In support is a team of very experienced technical and customer support personnel to assist with training, installation, on-site support and ongoing support.

Below is an anticipated schedule of events based on the signing of a contract or approval to proceed from the City. The Target timeline listed below is relative to the Notice to Proceed ("NTP") that the City will give to IPS upon receipt of a fully executed contract. Many of these activities are happening in parallel. Below is a standard installation/implementation timeline. IPS will work with the City to meet their desired installation dates.

Task	Party	Target Timeline
Notice to Proceed (NTP)	City/IPS	<60 days
Public Outreach	City/IPS	Immediately
Define all Installation points	City/IPS	5-10 days
Complete Pay Station Configuration Data Sheets	City/IPS	10-20 days
Complete Credit Card Processing Information	City/IPS	20-30 days
Pay Station Programming Configuration Approved	City	20-30 days
Pay Station Locations Site Preparations	City/IPS	30-45 days
Pay Parking Solution Implementation/Pay Station Delivery, Installation & Testing	IPS	60-90 days
Training of City/Parking personnel (3-5) days	IPS	Prior to and during installation

Preparation

- City will provide all required pay station numbering, required credit card processing details, pay station operating configurations to ensure that the implementation runs as smoothly as possible.

Delivery of Product

- IPS guarantees delivery, installation of all pay stations and fully operational back-end system no later than 60-90 days from contract award or less of contract agreement. IPS is prepared to work with the City to meet deadlines associated with the kickoff project date. ***Any customization or modification to standard MS1/retrofit is subject to additional lead time.**
- City will provide shipping address and location such that pay stations or any other materials can be delivered and securely stored prior to installation. This should mean that pay stations in boxes should be stored indoors or at least have covering from rain or other weather.
- City will provide the means to receive and unload freight or shipped boxes from freight carrier or forwarder. If this is not possible, the City will notify Contractor so that alternate arrangements can be made.

Product Installation

- With all projects, IPS supervises and participates in the installation of IPS products. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in ongoing maintenance and operations of the MS1/retrofits) for the install.
- IPS will ensure that pay stations are installed correctly, functioning properly, and are approved by the appropriate City personnel.
- Installation will take place during business hours or as requested by the City.

Ongoing Customer Support

- The City of Berkeley's designated project manager, Steve Smeenge, will be the single-point-of-contact support contact for the City.
- A regional product support technician will also be assigned to the City, who will work closely throughout the partnership with the City's pay station pay station pay station pay station pay station technicians and administrators who work with the Data Management System. They will provide customer support to the City during the hours of 8:00am to 5:00pm PST.
- The public-private partnership between the City and IPS will continually be fostered by IPS Group's team of financial, sales and marketing, and administrative experts who will ensure the City is attaining all of their goals throughout the contract.
- Additional services and products that are continually being developed by the IPS research and development team will be introduced to the City as they become available.
- IPS has a 24/7/365 answering service that will allow the City to contact an IPS support representative at any time in an emergency at (1-877-630-6638).

Installation and Testing:

With all projects, IPS supervises and participates in the installation of IPS products. IPS will coordinate with the City to organize IPS Staff and City employees (those involved in ongoing maintenance and operations of the pay stations) for the install. Below is a summary of the steps taken by IPS Group and respective City staff for the installation of the retrofits/new pay stations. Prior to installation, IPS will provide the City with an installation manual and user's guide, which can also be found 24/7/365 online through the City's DMS portal.

MS1 Pay Station Installation

Preparation

1. Prepare the foundation area of 2ft x 2ft x 2ft cube for the concrete foundation
2. (optional AC) Install mains feed if required
3. Place concrete fixtures in the hole as per instructions
4. Pour concrete and allow to set as per instructions

Installation

1. Remove lower cover of the pay station
2. Locate and align unit with concrete fixtures
3. Insert and fasten four bolts at four corners
4. (optional AC) Connect AC main power feed as required
5. Close and secure lower cover of the pay station

Software Commissioning

1. IPS customer support managers use customer specific configurations to program rates and display strings

Hardware Commissioning

1. Install and connect backup battery

2. Install printer paper
3. After a successful initialization and self-test, the pay station will communicate with the DMS to download its final configuration to complete installation
4. Test all modes of payment to ensure all configurations are correct before deploying the unit

IPS will ensure that pay stations are installed correctly, functioning properly, and are approved by the appropriate City personnel. Installation will take place during business hours or as requested by the City.

Training

IPS will provide as much training (both on-site and web-based) as required by the City, including additional sessions, specialized sessions customized to the needs of the City, both before, during and after MS1 pay station deployment. Additionally, IPS can provide multiple trainers to conduct even more sessions if necessary. Most IPS training sessions are a combination of onsite classroom and hands on use of MS1 pay stations and management system, including manuals for reference material. As new features are deployed, additional training sessions can be established at mutually agreeable times to provide updates and refresher training. Below represents what IPS believes to be the primary training subject areas, but can be further customized to meet City needs.

Training Subject: Data Management System Usage	
Element	**Description**
Subject Matter	Provide thorough review of all financial, technical, administrative reporting capabilities, specific to each functional user group, in addition to more advanced training for system administrators who will use multiple reporting areas, as well as pay station configurations.
Primary Audience	Operations Supervisors/Managers, Adjudication Staff, Project Mangers, System Administrators
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	One week or more prior to installation and one week after installation
Location of Training	Onsite – Berkeley, CA
Training Provided By	Local Field Service Technician

Training Subject: Pay Station Maintenance	
Element	**Description**
Subject Matter	To introduce maintenance and operational staff with basic MS1 use and operating features, including primary construction & disassembly, installation & removal, coin and card transactions, primary diagnostics tools, standard operating parameters, first line troubleshooting, and basic repair. Session also includes FAQs and Q&A session.
Primary Audience	All maintenance and operations staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	5-10 per session, no limit to number of total students
Proposed Schedule	Prior to and during installation
Location of Training	City meter shop
Training Provided By	IPS Group Project Manager/Local Field Service Technician

Training Subject: Finance / Accounting / Audit / Adjudication	
Element	**Description**
Subject Matter	To provide overview of IPS meter management system reporting capabilities covering all financial reports, credit card settlement, coin reconciliation and transaction details.
Primary Audience	Operations Supervisors/Managers, Administration, Data Analysts,

	Finance & Accounting Managers
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	One week prior to installation and one week after installation
Location of Training	Onsite – Berkeley, CA
Training Provided By	IPS Group Project Manager and Local Field Service Technician

Training Subject: Enforcement	
Element	**Description**
Subject Matter	Demonstrate how IPS pay stations are operated by a user as well as how to perform visual enforcement. Training will also demonstrate pay station flexibility and configuration options that can be used to make enforcement as easy as possible.
Primary Audience	Enforcement Staff / Supervisors, Adjudication Staff
Training Hours per Student	1-2 hours per session
Students Eligible to Train	8-10 per session, no limit to number of total students
Proposed Schedule	Post-installation
Location of Training	Enforcement staff offices or location TBD
Training Provided By	Local Field Service Technician

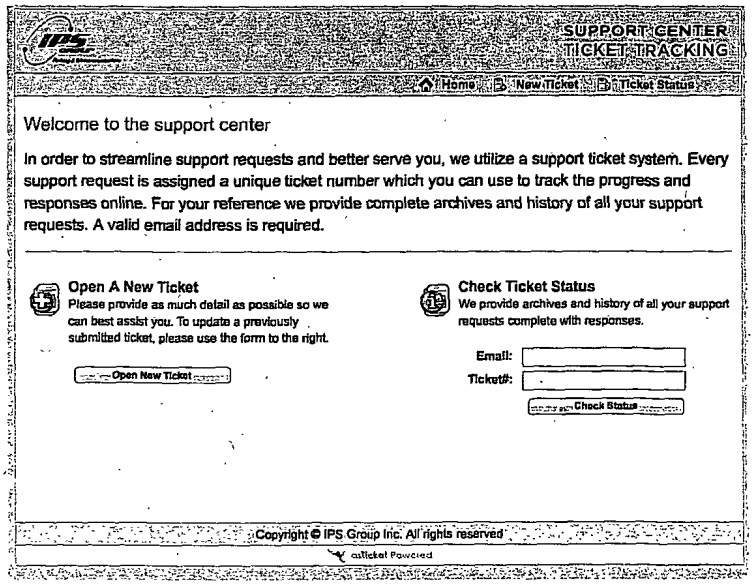
Comprehensive Support

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long term partnership.

Help Desk & Ongoing Support: IPS will be providing telephone based help desk support services during standard business hours from 8am – 5pm PST and a toll-free telephone option (877-630-6638). Additionally, IPS provides after hours service in the case of emergency, weekends, after hours and holidays which is 24/7 and 365 days a year. This answering service will notify IPS staff in the event of an emergency situation. Additionally, IPS will also provide contact information to all IPS senior staff should such an emergency arise.

Online Help & Manuals: IPS provides online help tools, such as access to all product manuals, frequently asked questions, as well as the ability to submit help tickets, and track the status of such tickets. IPS also offers the online ability to monitor and track RMA status. IPS is also in the process of deploying a video based training and help video library that can be accessed anytime, 24/7. If the City should have any specific input on the types of additional videos that would need to be included, IPS can provide those at no additional cost.

Shown right is a screenshot of the IPS Support Center Ticket Tracking portal. From here, customers can submit a ticket, check on the ticket status and manage their request.



On-Site Support: IPS will support the City with on-site project management, regional support, and technical support during the implementation phase of the contract.

Manufacturing Support: As both the designer and manufacturer, IPS is prepared to designate needed technical resources, with Alex Schwarz,

Chief Technical Officer, being the senior technical leader to direct technical resources to meet any request of the City. This includes a team of hardware/software engineers, database administration, web and data integration engineers. Ongoing support includes system and data security management, and backup/restoring systems in the case of a critical failure.

DMS Support: IPS will make available direct contact to IPS DMS support staff for reporting, programming, XML services, database services, etc.

Chapter 5 | Price Proposal

Capital Cost – MS1 Multi-Space Pay Station and Revolution Retrofit Kits

Capital Costs			
Product	**Number of Units**	**Unit Price**	**Total**
IPS Revolution Retrofit Kit – Pay-and-Display (Includes 12-month warranty, FOB San Diego, CA)	230	$1,650.00	$379,500.00
Shipping and Installation (per unit)	230	$150.00	$34,500.00
Additional 24 month warranty (per unit)	230	$240.00	$55,200.00
IPS Revolution Retrofit Kit – Pay-and-Display TOTAL	230	$2,040.00	$469,200.00
Product	**Number of Units**	**Unit Price**	**Total**
IPS MS1 Pay Station – Pay-and-Display (Includes 12-month warranty, FOB San Diego, CA)	10	$5,250.00	$52,500.00
Shipping and Installation (per unit)	10	$300.00	$3,000.00
Additional 24 month warranty (per unit)	10	$240.00	$2,400.00
IPS MS1 Pay Station – Pay-and-Display TOTAL	10	$5,790.00	$57,900.00
Optional Features for Retrofit Kit or MS1	**Number of Units**	**Unit Price**	**Total**
Additional warranty beyond 24 months (for each additional 12 month period)	-	$240.00	-
Add for Pay-by-Space Keypad (optional)	-	$75.00	-
Add for Pay-by-Plate Keypad (optional)	-	$165.00	-
EMV Contact Card Reader	-	$449.00	-
EMV Contactless Reader*	-	$169.00	-
Medeco Locks	-	$125.00	-

*Contactless option requires purchase of contact option.

Note: Price per pay station (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. All pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Optional Year 3-7 IPS Extended Machine and Parts Warranty	
IPS Extended Warranty (years 3-7)	$240.00/unit/year

Note: On-Site Services A-La-Carte or On-Site Post Warranty Services (Hardware or Software) are $150 per man-hour. Remote Software Warranty Services and 24/7 Hotline are at no additional cost.

IPS shall provide guaranteed component pricing for five (5) years inclusive of a maximum percentage increase not to exceed the published CPI index for all components following Contract Award.

Standard Ongoing IPS Data and Management System Fees

In order to facilitate credit card transaction growth IPS is offering the City a BEST RATE GUARANTEE. In order to provide the most economical plan available for the customer, upon customer request, IPS will move customer to least-cost plan shown above at no additional cost if another fee structure offered would be more beneficial to the customer. More details are provided below.

Multi-Space Pay Station Ongoing Fees

Ongoing Meter Data & Management System Fees		
Fee Type	Option 1	Option 2
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	$55.00	$25.00
Secure Credit Card Payment Gateway Fee (per transaction)	Included*	$0.13

Note: *Option 1 is currently unavailable for off-street pay stations

Meter and Management System Customizations & Upgrades

- IPS customizations will be evaluated and quoted at the time of request. Standard hourly fees for customizations are $150 per hour.
- Client may, from time to time, wish to implement available upgrades in meter hardware and software. Additional hardware costs will be paid by the Client as provided for in a quote by IPS separate from or by mutual written amendment to any agreement. The Client maintains the sole right to determine when and where such upgrades will be implemented.
- IPS will make available software upgrades at no additional charge to the City. However, any data costs associated with downloading such software upgrades to parking meters will apply. Additional charges may apply for new software that requires new or upgraded hardware. A meter firmware change will cost $5.00 data charge per meter if based on a customer driven customization.

Annual Software Agreement	
On-Call/Hourly	Included
Included in Licensing Fee	N/A

IPS Group software customer support is included in our monthly fees for meter management, software and communications.

Meter Installation & Training

- Initial installation, commissioning, and testing services costs are included in the pricing submitted.
- Additional costs associated with permitting will be added at cost to this proposal.
- Future fees will be quoted on an as-needed basis. Reimbursement for future travel expenses (food, transportation, hotel and flight accommodation) will also be included for all on-site personnel and will be submitted in line with the GSA Domestic Per Diem Rates along with additional labor rates based on $75 per hour.

Delivery Terms

- **Delivery** – Standard lead time is 60 days from order placement.
- **Freight** –Included

Payment Terms

- Net 30
- IPS will offer a 1% discount based on Net 7 payment
- A service charge of 1.5% per month or the lawful prevailing rate, whichever is lower, will be applied to all invoices which are past due

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Spare Parts Listing

Pay-station spare-parts description	MSI	Cale Pay-Station Upgrade Kit
Card Reader Only	$ 49.00	$ 49.00
Card Reader Assy with PCBA	$129.00	$129.00
Coin Validator Assy	$ 69.00	$ 69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	$ 1,250.00	N/A
Additional 500 note stacker cartridge	$350.00	N/A
Solar Panel Replacement Kit	$500.00	N/A
Main Operating Board (with LCD and modem)	$700.00	$700.00
Main Operating Board (with modem, without LCD)	$575.00	$575.00
LCD Display Only (with armored glass)	$125.00	$125.00
Thermal Printer	$615.00	$615.00
4 Button Horizontal Keypad	$ 69.00	$ 69.00
4 Button Vertical Keypad	$ 69.00	$ 69.00
Pay-by-Space Keypad Assembly	$165.00	$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	$249.00	$249.00
Battery 10Ah	$ 99.00	$ 99.00
Additional Large Coin Canister	$199.00	N/A
Additional Small Coin Canister	$ 75.00	N/A
Coin Shutter	$199.00	$199.00
Paper Rolls (sticky back) approx 2400 2.75" tickets (.004" thick)	$ 29.50	$ 29.50
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	$ 24.50	$ 24.50
Spare parts are FOB IPS Group Inc., San Diego, CA unless otherwise noted		

IPS Limited Warranty

IPS Group, Inc. will provide a limited warranty for any new meter product manufactured and supplied by IPS for 12 months against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products.

Additional Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product or sub-component does not extend the warranty period for that product or sub-component.
- IPS will either repair or replace products, at our discretion, to replace parts that are found to be defective within the warranty period.
- Returns for credit will only apply once IPS has confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.

Exclusions:

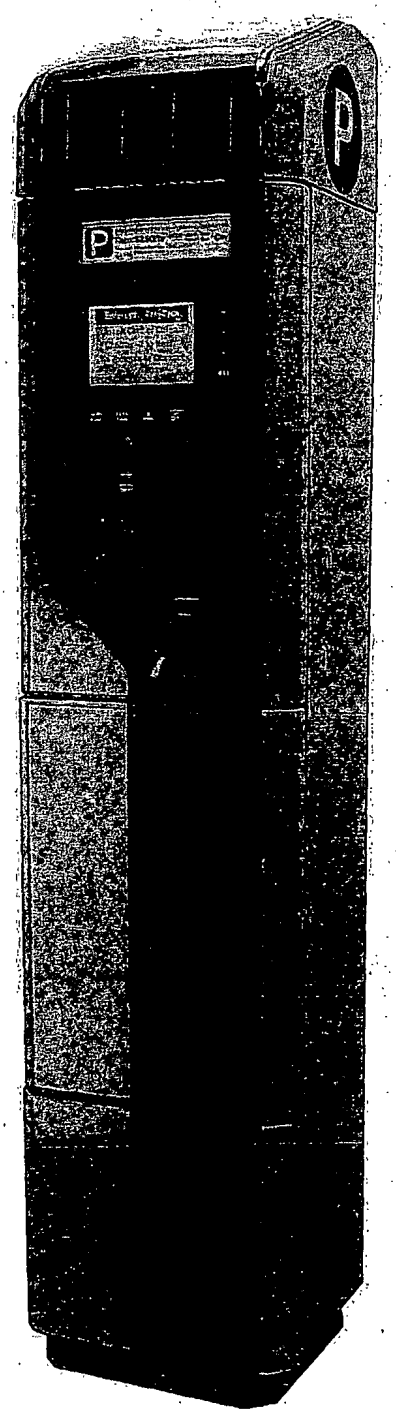
- Problems caused by faulty installation of replacement components or damage due to inadequate packaging for meter components retuned for warranty repair.
- Warranty voided by use of non-IPS replacement parts, un-authorized alterations to the equipment (hardware or software.
- IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above).

Preventative Maintenance (Meters):

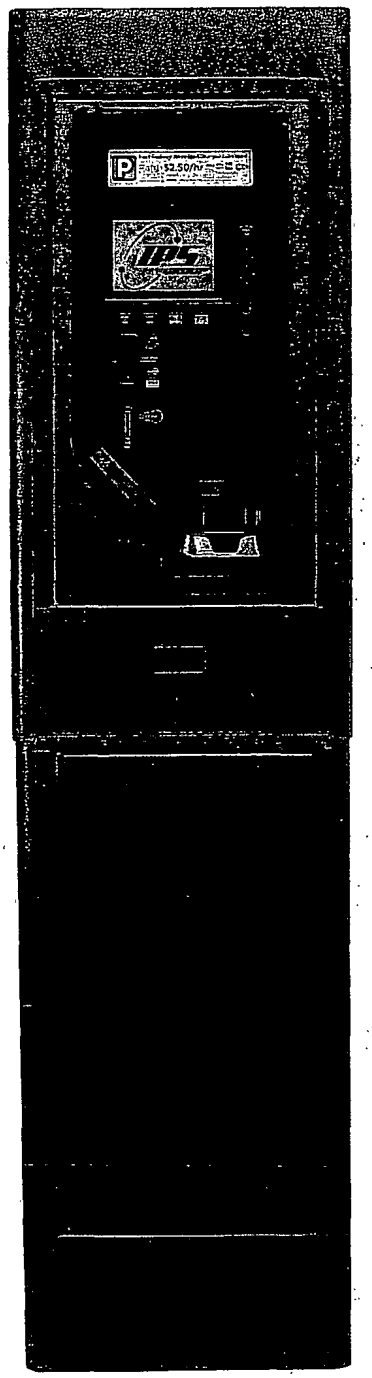
- Meters surfaces should be kept clean with mild soap and water
- The card reader heads (and Bill Note Reader, if applicable) should be cleaned with a cleaning card every 4-6 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator and printer shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, printer and coin acceptor clear of debris.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at their own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.

Chapter 6 | Contract Terminations

IPS Group, Inc. has never experienced termination for default or early termination on any contract in the past five (5) years.



Appendix A. | Required Forms



Appendix B.

Marketing/Public Relations

Tactics and Timeline: Upon award, IPS will work with the City of Berkeley to establish a more detailed outreach and awareness plan and timeline. Generally, however, the key components of the recommended activities include:

- Targeted Outreach List: IPS will work with the City to develop a list of targeted media outlets to distribute materials and share messaging with.

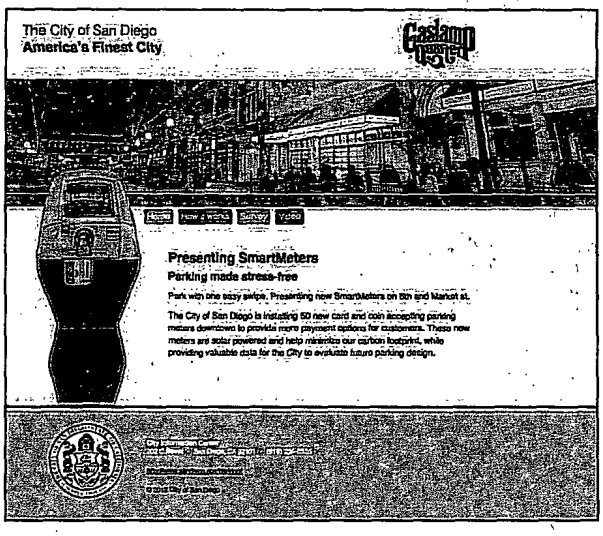
- Collateral Materials Development: Working with the City, we will develop collateral materials for public information including an informational flyer, customized website, Q&A document, how-to video, and other collateral materials as needed. An example of the MS1 Pay-by-Plate video can be seen here: https://vimeo.com/99759830

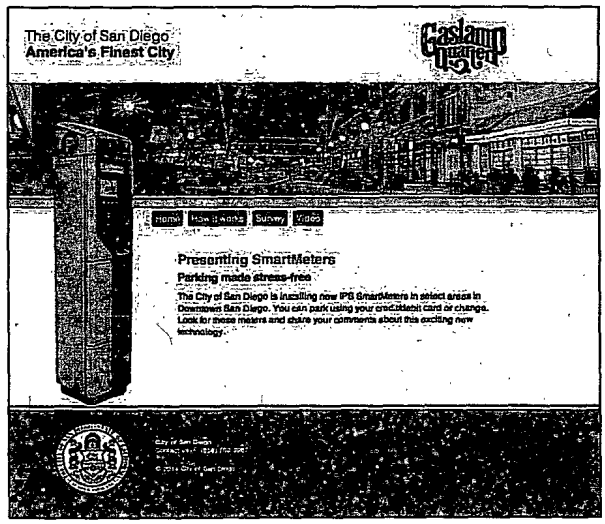
- Business and Association Outreach: IPS will assist in reaching out to local businesses, business associations, homeowners associations to work with them to share information on the new parking meters that they can distribute through email blasts, newsletters and their social media networks.

Social Media: This will be a cost effective way to reach a broad audience on a consistent level. We will work with Boone on messaging and tactics for reaching out to the City, Mayor, Council Members, to utilize their current network and followers on their Facebook and Twitter accounts to provide our targeted audiences key project information.

Customized Web Site: In order to help the City of Berkeley to introduce IPS Pay Stations to their parking public, IPS Group is offering the City a custom designed website for the public to:

1. Learn how to use the parking meter through written directions and a how-to video tutorial
2. Answer questions through an online survey tool regarding their experience with the meter
3. Better understand why the change has been implemented





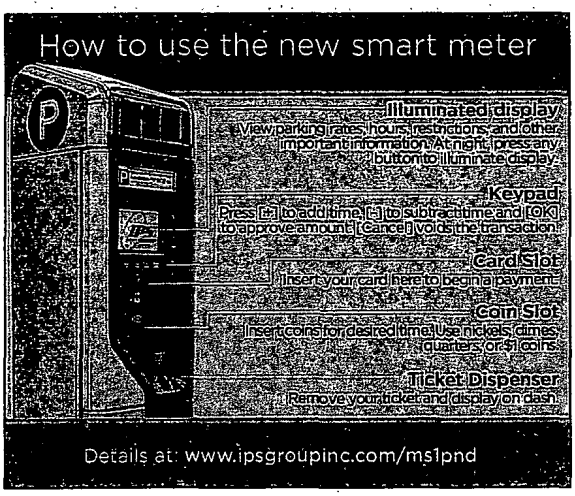
Customized Marketing Campaign and Materials for Berkeley: Formulating the right messaging and raising public awareness is a key element for the successful deployment of new parking initiatives. IPS will provide customized marketing and public awareness materials can be customized to the specific needs of the City's programs.

Design Collateral

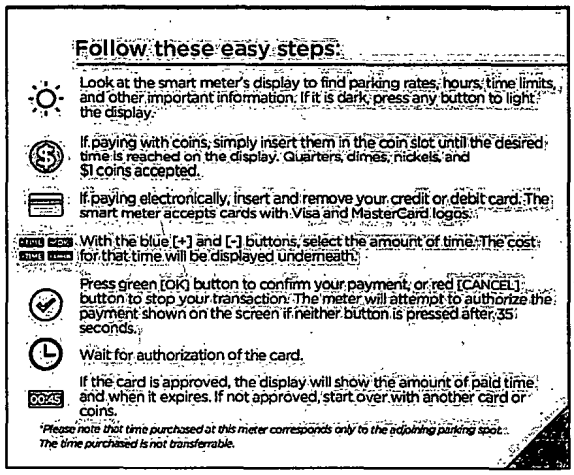
IPS Group will design posters, flyers, banners, and any other relevant print material for the City of Berkeley in order to assist with the public outreach initiative. Below you will find an example of a small trifold flyer that could be handed out by volunteers, police enforcement officers, and parking staff to hand out to motorists to inform them of the new machines. Also included is a how-to video with QR code, so motorists can watch the video on how-to-use the pay station from any internet enabled device, including mobile phones.



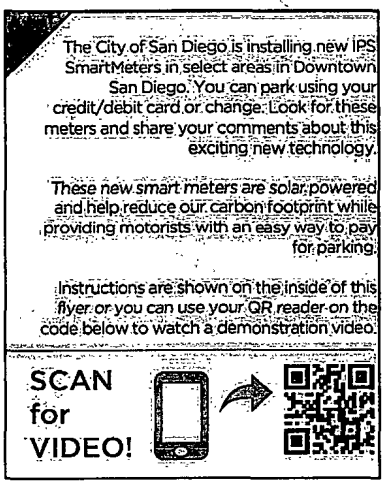
Front trifold cover



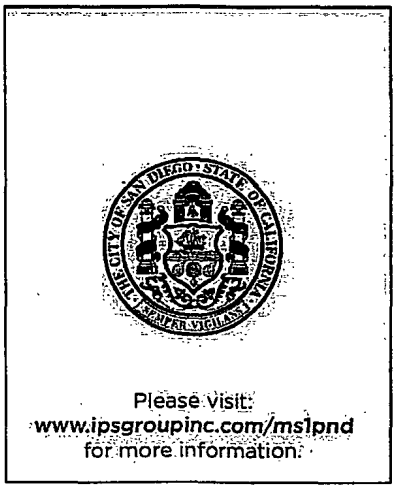
Inside left trifold



Inside right trifold



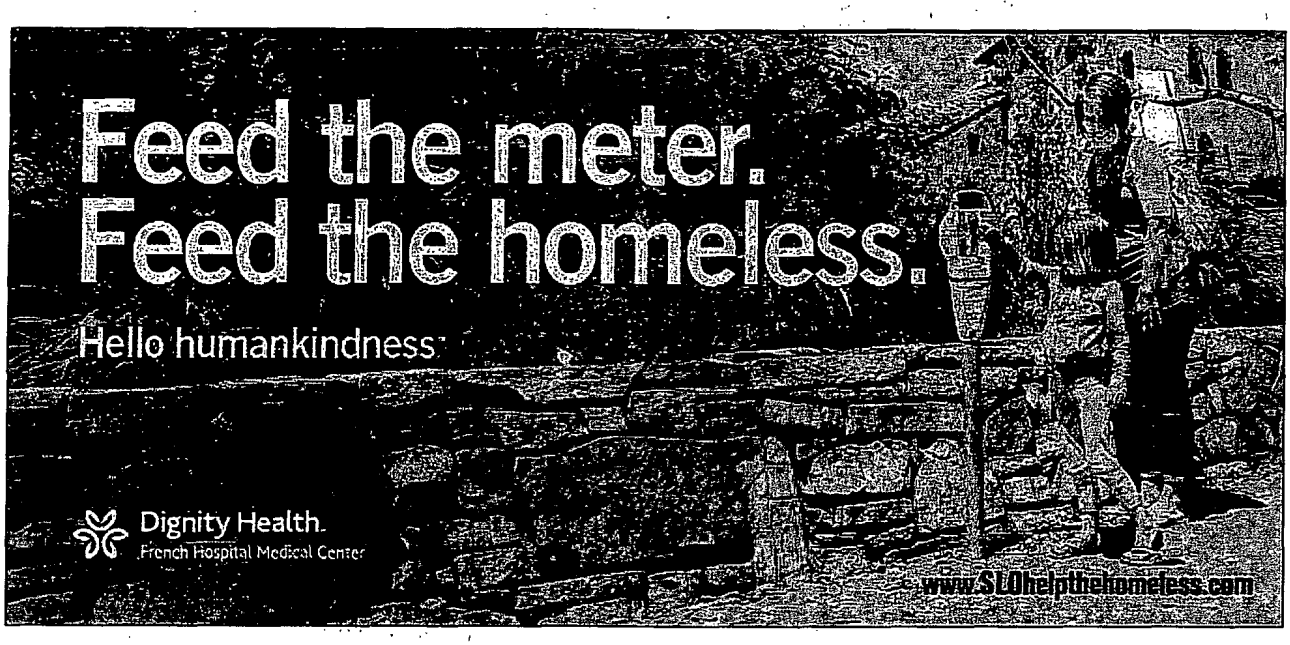
Back cover trifold



Back middle cover

Continued Support: Marketing and public relations support will continue throughout the life of the contact with the City of Berkeley.

Corporate Social Responsibility

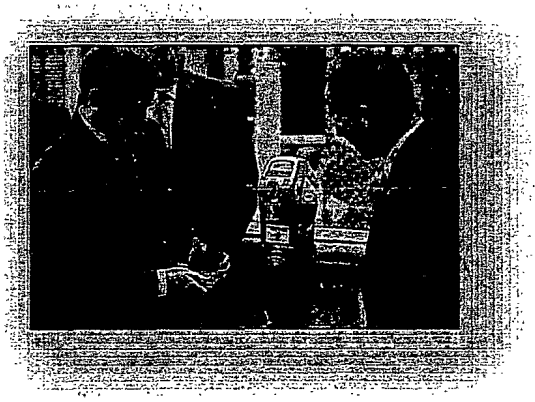


IPS Group, Inc. believes very strongly in making a positive impact in the world, and that includes making a difference to our cities' employees, community and constituents. With a focus on the triple bottom line (people, planet, and profit), IPS is ensuring that we remain mindful of the public's interest. As IPS achieves rapid growth, it is our goal to include the public's interest with our success.

To that end, IPS has woven a corporate social responsibility (CSR) goal into our mission statement. IPS is committed to offering our customers a public-private partnership as a means of giving back to the community through the profit of our parking meters. This approach is customized for each City.

Currently IPS Group has (or is in progress) partnered with the following Cities to offer donations for their preferred charitable programs:

- City of Denver, CO
- City of San Diego, CA
- City of , San Luis Obispo, CA
- City of Pasadena, CA



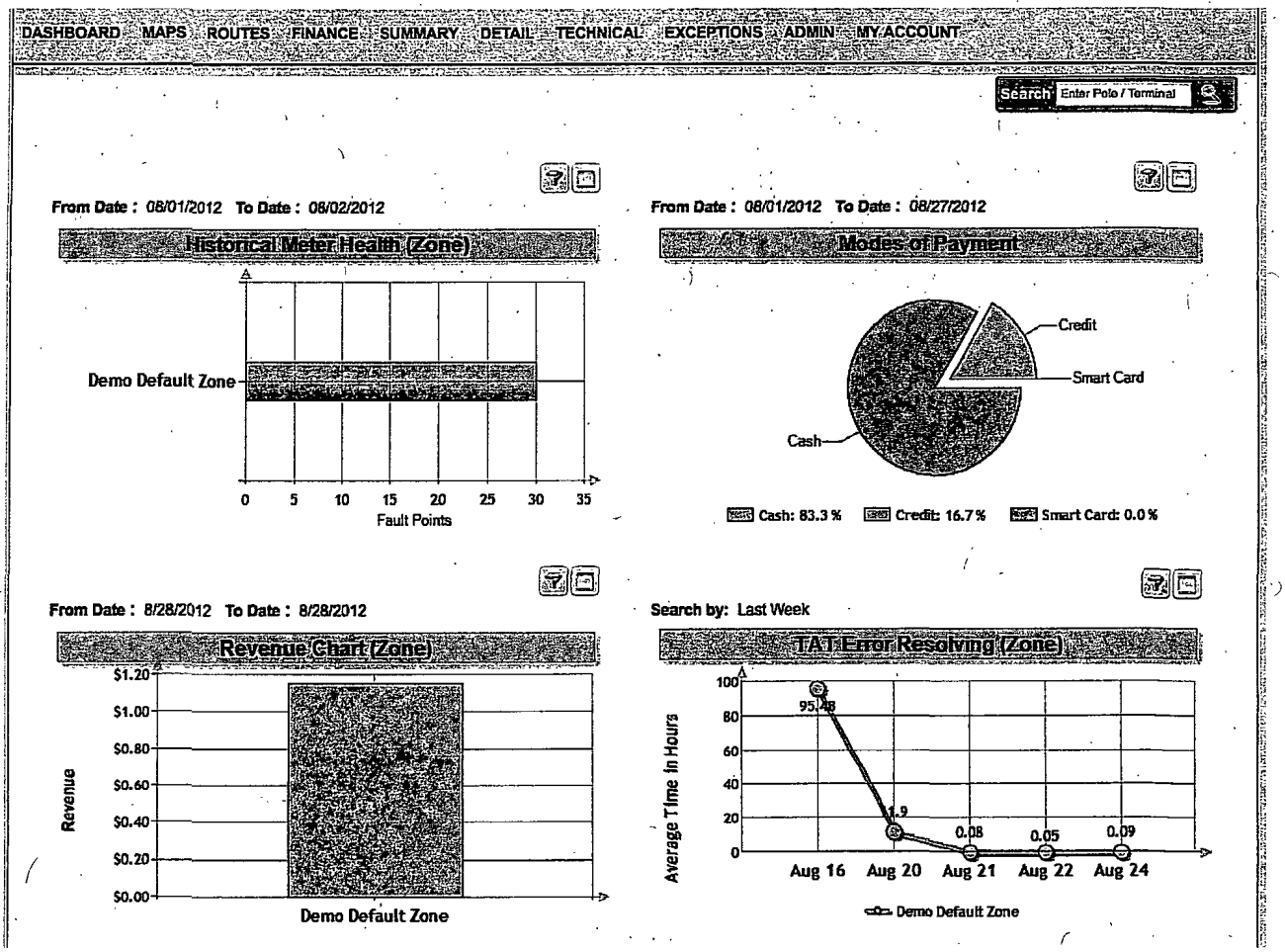
Upon bid award, IPS Group would be happy to work with the City of Berkeley to help fund their selected local charity by providing IPS meters to take donations at City designated location(s). The program garners widespread public support and offers the City a way to give back to the local community. Additional public relations and marketing support will be provided by IPS Group.

**IPS has recently won the prestigious *Vic Kops Humanitarian Award* for the donation of meters for the City of San Diego's Movin' Home campaign to end homelessness. We are very humbled and proud of this honor and hope to replicate the program in the City of Berkeley.

Sample Reports Available Through DMS (confidential and copyrighted content)

Homepage

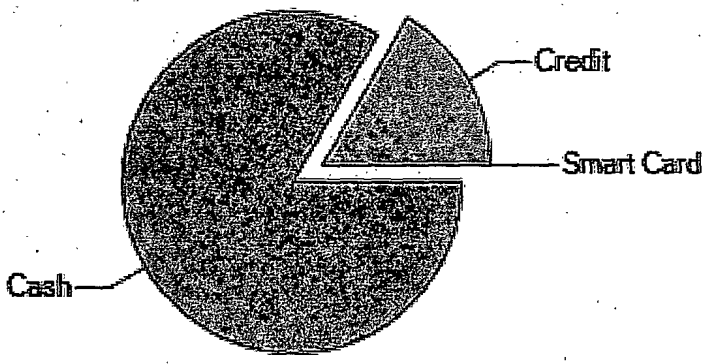
DMS Dashboard
(For example only)



DMS Dashboard Modes of Payment
(For example only)

From Date : 08/01/2012 To Date : 08/27/2012

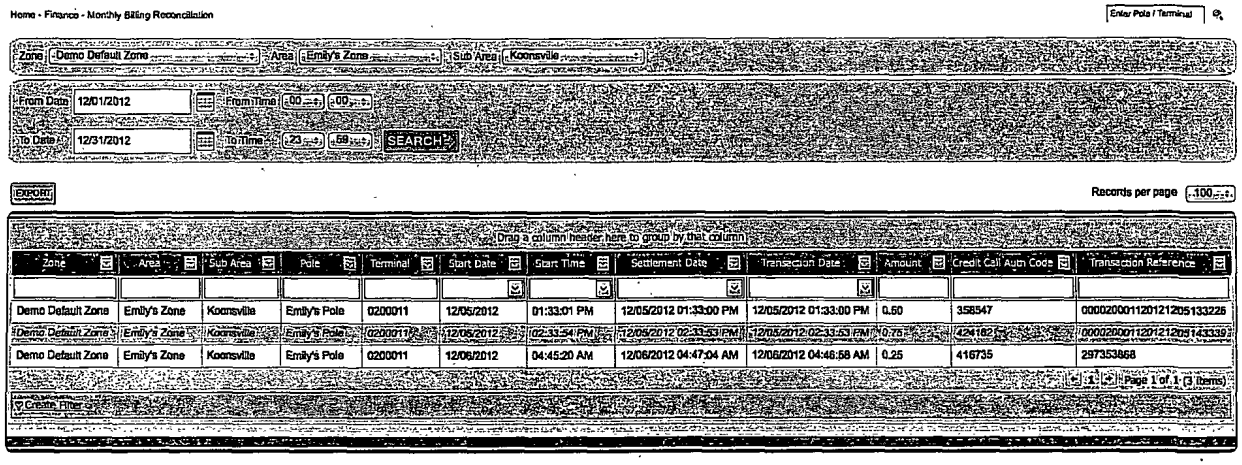
Modes of Payment



Cash: 83.3 % Credit: 16.7 % Smart Card: 0.0 %

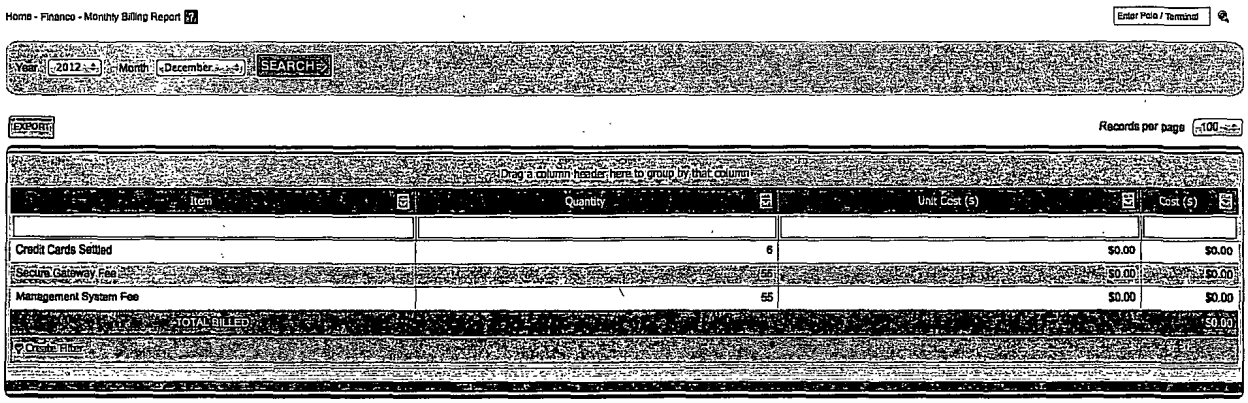
Monthly Billing Reconciliation

The monthly billing reconciliation demonstrates monthly billing information such as credit card transaction date and settlement date.



Monthly Billing Report

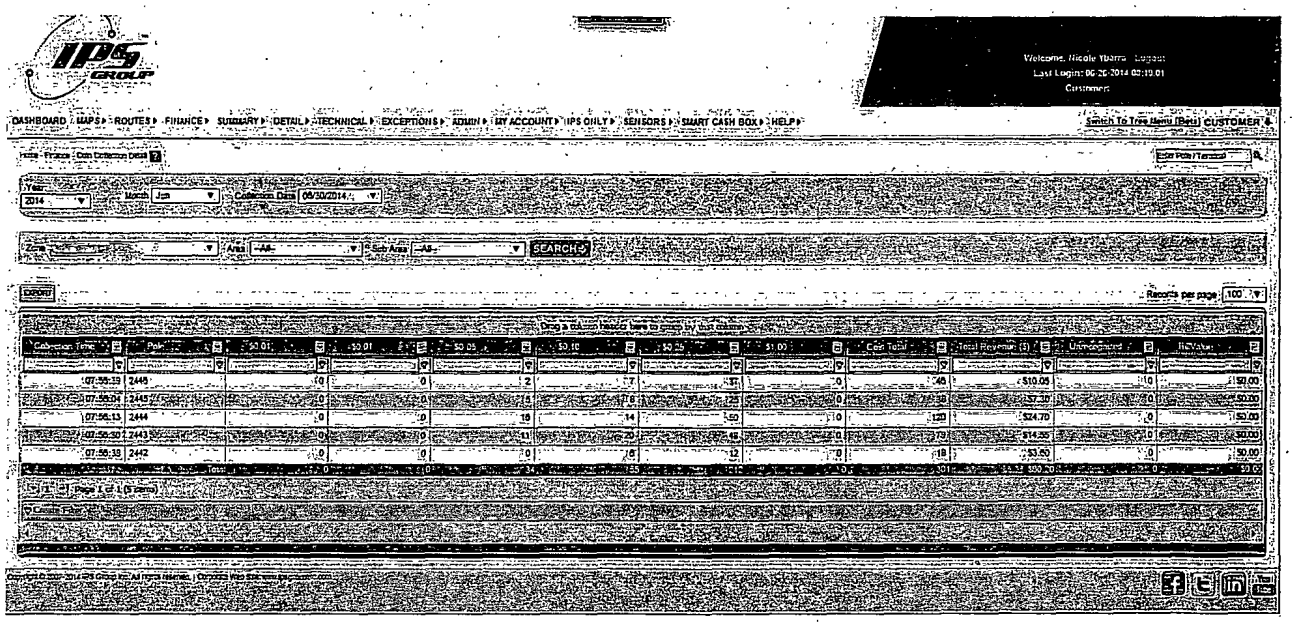
This report allows you to reconcile your monthly invoice received from IPS to the DMS details. The amount of credit card transactions, gateway fees, and DMS fees will correspond line by line to your IPS invoice.



Cash collection reports (by date, time and meter)

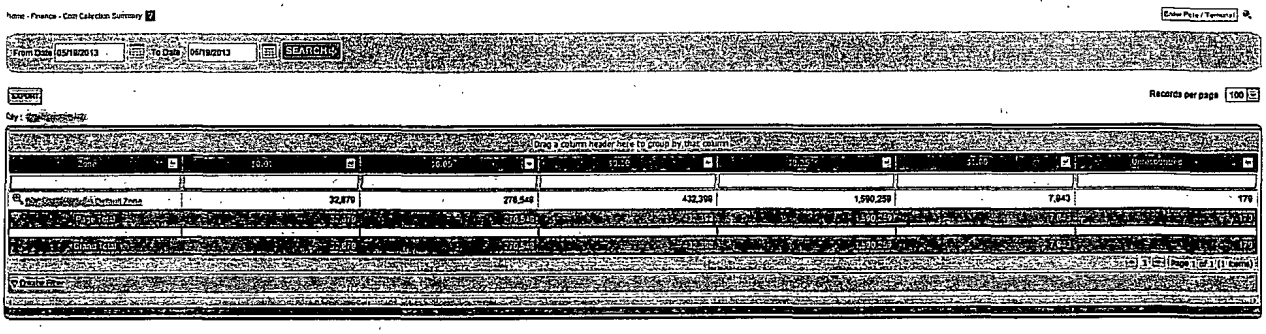
Coin Collection Detail

This report displays the coin collection information for each day in which a collection was performed. All available days for which a collection was performed will be displayed in the Collection Date drop-down list. The user can select a collection from a different month and year using the Year and Month drop-down list as well as sorting by zone, area and sub area. By default, all meters collected will be displayed. Similar to other reports, the coin collection detail report has the functionality to be sorted in ascending/descending order as well as sorting by specific information, similar to MS Excel Pivot Tables. This report gives the user the ability to see all the meters collected within specific routes, dates, etc.



Coin Collection Summary

This report generates the coin collection between two dates chosen by the user. Basically, this report determines how much money was collected at the meters during those dates. Within this report as well as others, the user has the ability to further segment the data by zone, area or sub area, including amounts collected from individual meters by clicking on the blue hyperlinks. This report shows the amount of coins broken down by the value.



Coin Collection Routes

Below is an example of collection broken into routes and coin collection detail given by pole (meter).

Home - Routes - Coin Collection Routes

Enter Pole / Terminal

Route: 101 Collection Date: 01/14/2013 SEARCH

EXPORT

Records per page 10

Drag a column header here to group by that column

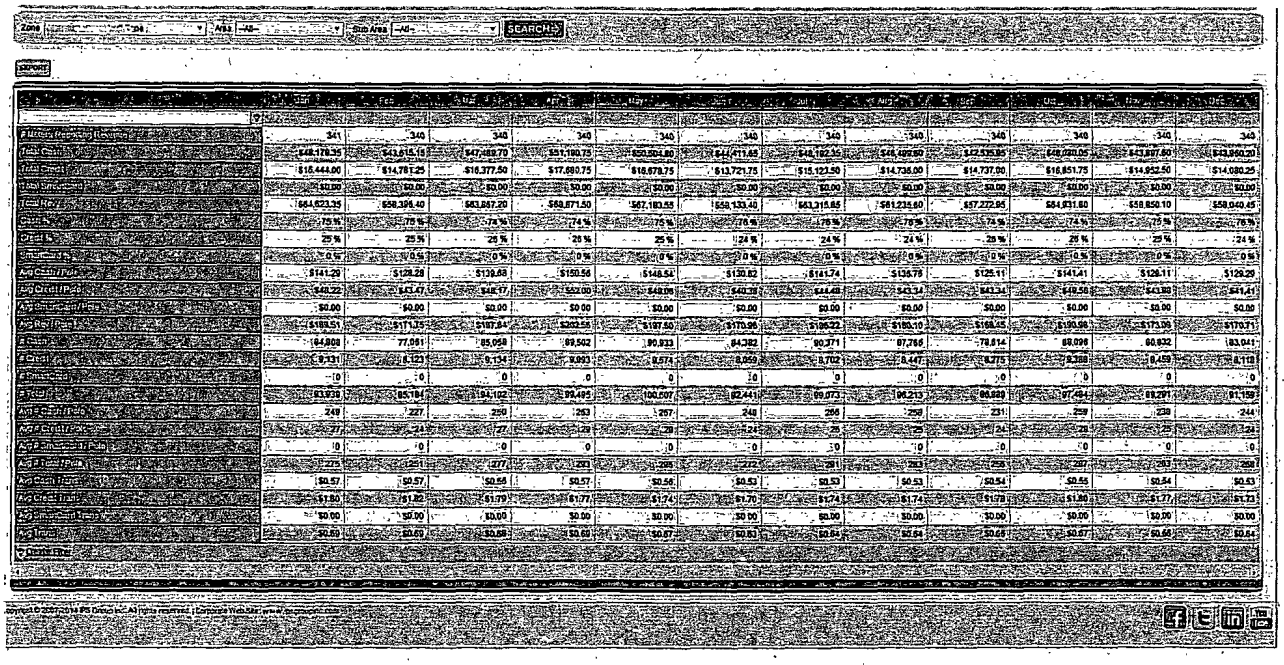
Pole	Collection Time	$0.05	$0.10	$0.25	$1.00	Coin Total	Total Revenue ($)	Unrecognized	Invalid Revenue
722-22080	07:22:18	2	9	49	0	61	13.25	0	0.01
722-22050	07:21:57	7	34	39	0	80	13.50	0	0.00
722-22030	07:21:47	24	29	74	5	132	27.60	0	0.00
722-22010	07:21:35	2	9	22	0	34	6.51	0	0.01
722-21270	07:36:25	2	0	4	0	6	1.10	0	0.00
722-21250	07:36:17	6	13	79	0	105	21.42	0	0.07
722-21230	07:36:05	7	21	26	0	54	8.95	0	0.00
722-21180	07:36:02	22	22	58	0	102	17.80	0	0.00
722-21170	07:35:40	9	9	41	0	59	11.60	0	0.00
722-21150	07:35:26	2	13	66	1	83	18.91	0	0.01
Page Total		83	159	458	6	716	$ 140.65	0	$ 0.10
Grand Total		2,202	3,595	13,409	80	19,438	$ 3,903.46	2	$ 1.51

1 2 3 4 5 6 7 ... 26 27 28 Page 1 of 28 (280 items)

Revenue summary reports (daily, weekly, monthly, annually, by meter and location)

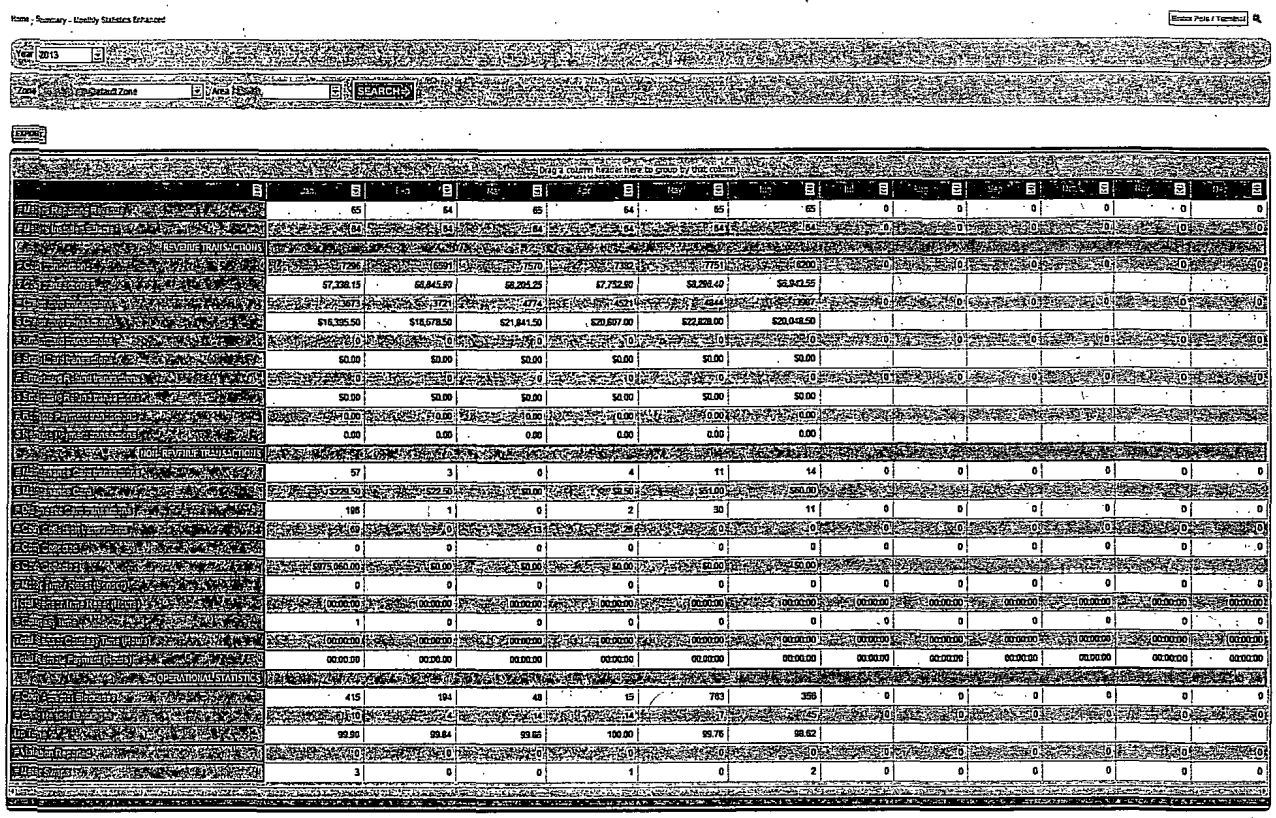
Monthly Statistics

This report displays various financial statistics by month in a selected year. Using this page is helpful to get a snapshot of financial instances in which customers would like to know the information. For example, in the month of January, the credit card usage percentage was 25% versus the cash percentage of 75%.



Monthly Statistics Enhanced

This report is a more detailed report of the monthly statistics page. This is broken down into revenue transactions, non-revenue transactions as well as operational statistics.

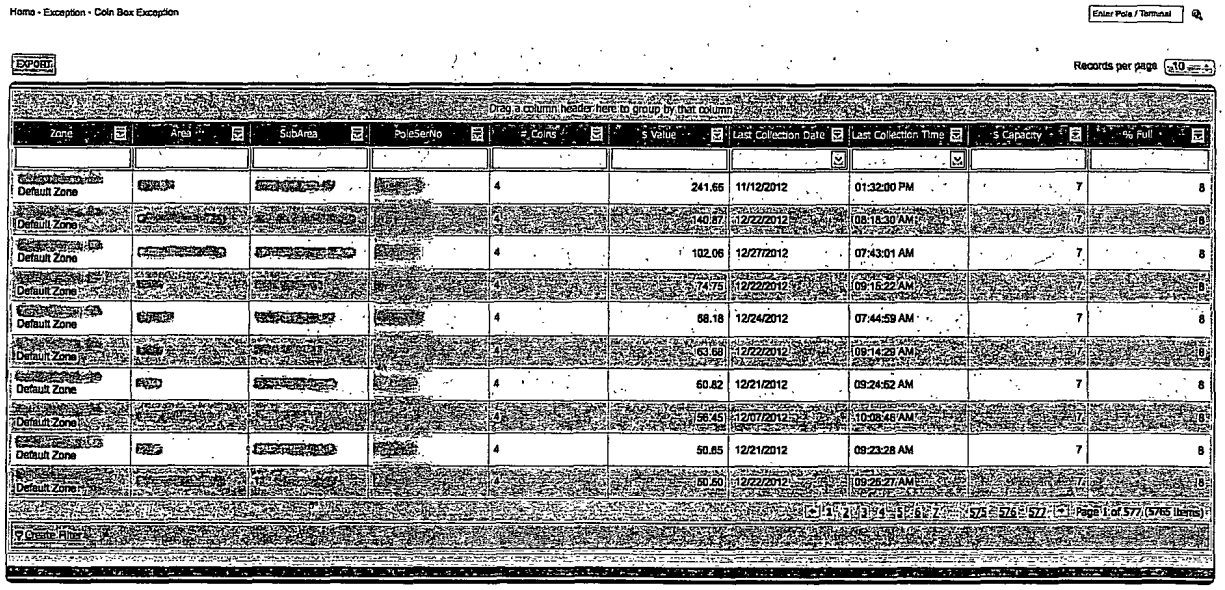


	65	64	65	64	65	65	0	0	0	0	0	0	0
	64	64	64	64	64	64	0	0	0	0	0	0	0
REVENUE TRANSACTIONS													
	7296	6991	7570	7392	7751	6200	0	0	0	0	0	0	0
	$7,338.15	$6,845.89	$8,204.25	$7,752.80	$8,298.40	$6,943.55							
	3673	3721	4774	4521	4444	3997	0	0	0	0	0	0	0
	$16,335.50	$16,678.50	$21,841.50	$20,607.00	$22,828.00	$20,048.50							
	0	0	0	0	0	0	0	0	0	0	0	0	0
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00							
	0	0	0	0	0	0	0	0	0	0	0	0	0
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00							
	0.00	0.00	0.00	0.00	0.00	0.00	0	0	0	0	0	0	0
	0.00	0.00	0.00	0.00	0.00	0.00							
NON-REVENUE TRANSACTIONS													
	57	3	0	4	11	14	0	0	0	0	0	0	0
	$228.50	$22.50	$0.00	$27.50	$51.00	$60.00							
	198	1	0	2	30	11	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0	0	0
	$975,060.00	$0.00	$0.00	$0.00	$0.00	$0.00							
	0	0	0	0	0	0	0	0	0	0	0	0	0
	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00
	1	0	0	0	0	0	0	0	0	0	0	0	0
	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00
	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00	00:00:00
OPERATIONAL STATISTICS													
	415	194	48	15	783	355	0	0	0	0	0	0	0
	110	74	14	11	117	45	0	0	0	0	0	0	0
	99.90	99.84	99.85	100.00	99.76	99.82							
	0	0	0	0	0	0	0	0	0	0	0	0	0
	3	0	0	1	0	2	0	0	0	0	0	0	0

Coin can level (% full)

Coin Box Exception

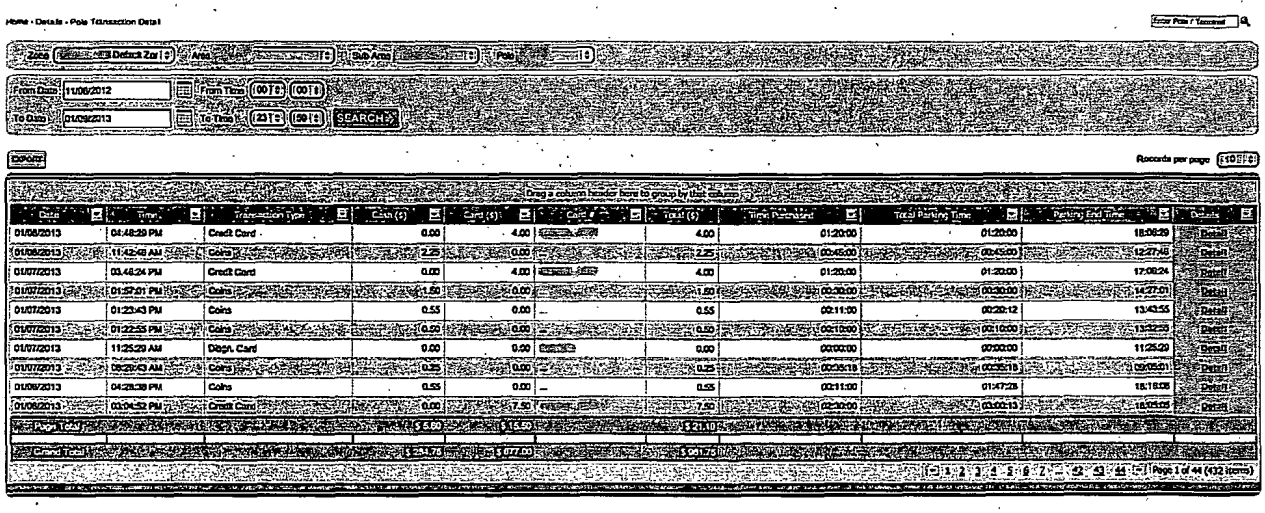
Below is an example of one report which demonstrates the coin box percentage full. Alerts will be set to designated staff when the coin box reaches customized capacity level (i.e. 80%).



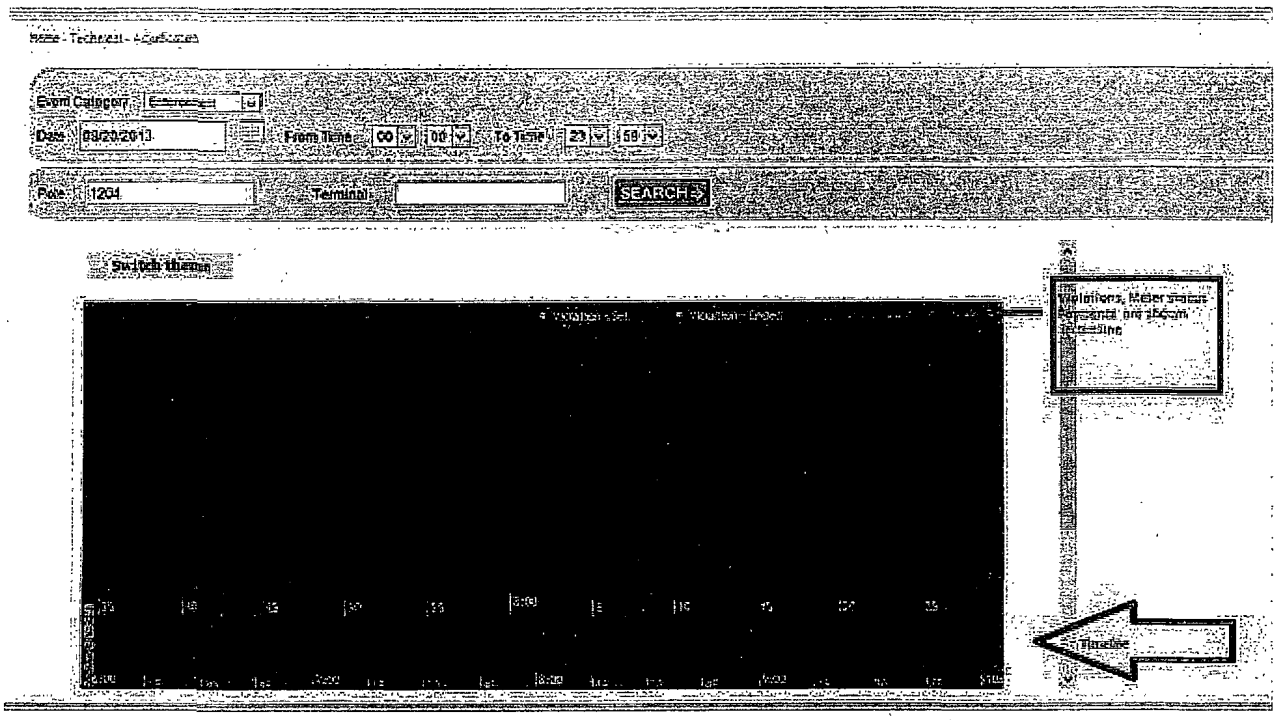
Individual transaction (cash or credit) by meter

Pole Transaction Detail

This report shows detailed transaction information for a specific pole location. The user enters the zone, area, subarea, pole and the date range.

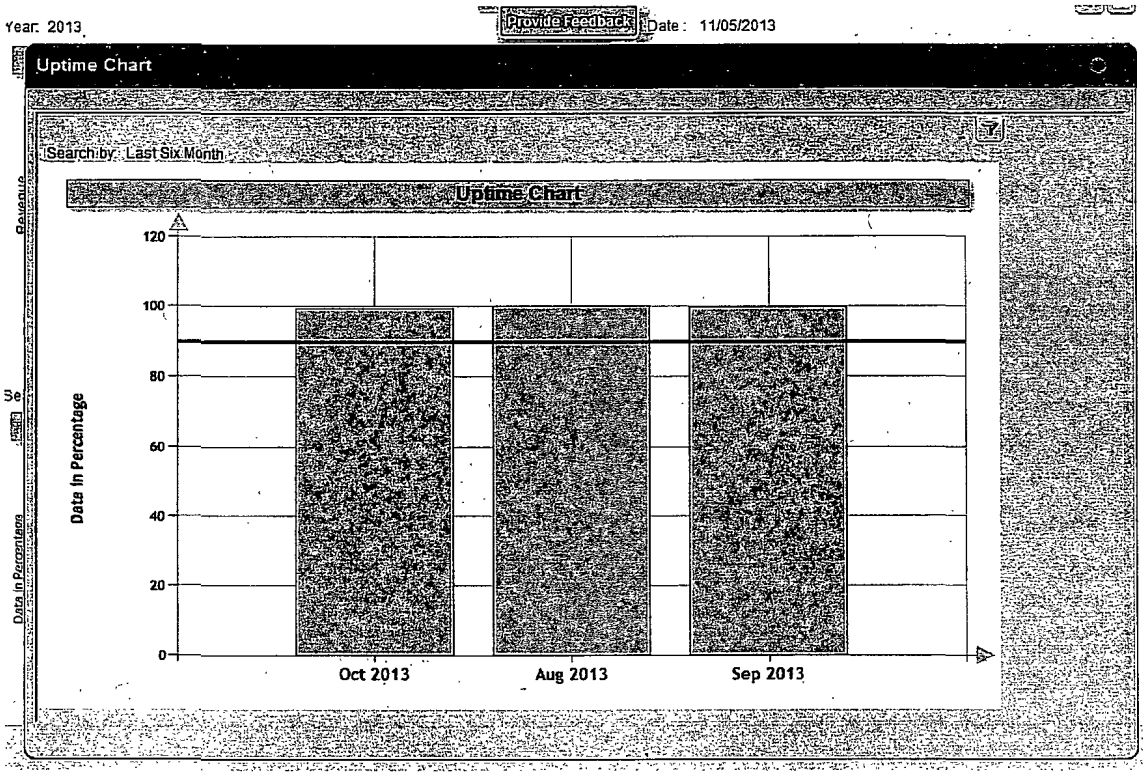


Adjudication reports



Meter uptime report

Meter uptime can be displayed in both reports and via the dashboard, as seen below.



Exceptio n reports for meters not performing as required.

Faults Report-Detailed

NON-DISCRIMINATION/WORKFORCE COMPOSITION FORM FOR NON-CONSTRUCTION CONTRACTS

To assist the City of Berkeley in implementing its Non-Discrimination policy, it is requested that you furnish information regarding your personnel as requested below and return it to the City Department handling your contract:

Organization: IPS Group Inc.

Address: 5601 Oberlin Drive, Suite 100, San Diego, CA 92121

Business Lic. #: 1100048082

Occupational Category: (See reverse side for explanation of terms)	Total Employees		White Employees		Black Employees		Asian Employees		Hispanic Employees		Other Employees	
	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
Official/Administrators	1	12	1	10				1				1
Professionals	7	21	3	13			3	8	1			
Technicians	2	18		4		1	1	7	1	6		
Protective Service Workers												
Para-Professionals												
Office/Clerical	3	1	1	1					1		1	
Skilled Craft Workers		4		1				2		1		
Service/Maintenance												
Other (specify) Laborers	8	27				1	7	23	1	3		
Totals:	21	83	5	29		2	11	41	4	10	1	1

Is your business MBE/WBE/DBE certified? Yes _____ No X If yes, by what agency? _____

If yes, please specify: Male: _____ Female: _____ Indicate ethnic identifications: _____

Do you have a Non-Discrimination policy? Yes: X No: _____

Signed: Pamela de la Torre Date: 3/16/2015

Verified by: _____ Date: _____

City of Berkeley Contract Compliance Officer

Attachment B

Revised December 2014

Occupational Categories

Officials and Administrators - Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy superintendents, unit supervisors and kindred workers.

Professionals - Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training that provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, and kindred workers.

Technicians - Occupations that require a combination of basic scientific or technical knowledge and manual skill that can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers and operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences) and kindred workers.

Protective Service Workers - Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police officers, fire fighters, guards, sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, and kindred workers.

Para-Professionals - Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually requires less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of a staff development and promotion under a "New Transporters" concept. Includes: library assistants, research assistants, medical aides, child support workers, police auxiliary, welfare service aides, recreation assistants, homemaker aides, home health aides, and kindred workers.

Office and Clerical - Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearings reporters, statistical clerks, dispatchers, license distributors, payroll clerks, and kindred workers.

Skilled Craft Workers - Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairpersons, electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, and kindred workers.

Service/Maintenance - Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial personnel, gardeners and groundskeepers, refuse collectors, and construction laborers.

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)

2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.

3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

   "Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

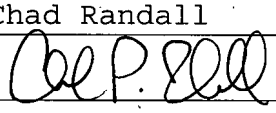
   "Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

   "Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature:  Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-CAttachment C**

CITY OF BERKELEY
Oppressive States Compliance Statement

The undersigned, an authorized agent of IPS Group, Inc. (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution No. 59,853-N.S. (hereafter "Resolution"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolution:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region and the Provinces of Ado, Kham and U-Tsang**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

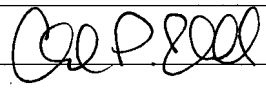
a. The governing regime in any Oppressive State.
b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature:  Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No.: **Multi Space Parking Meter Replacement 15-10917-C**

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Attachment D

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of $25,000.00 or more?
YES X **NO** ____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question **1(b)**.

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES X **NO** ____

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of $100,000.00 or more?
YES ____ **NO** ____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?
YES ____ **NO** ____

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE. ☒

THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE. ☐

Attachment E

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more or their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more or their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: Chad Randall Title: Chief Operating Officer

Signature: [signature] Date: March 27, 2015

Business Entity: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-C Section III**

- *** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ***

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract (IS) / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Public Works — Department Name

Keith Morin — Department Representative

Attachment E Page 2

To be completed by Contractor/Vendor

Form EBO-1
CITY OF BERKELEY
CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a ***contractor***, return this form to the originating department/project manager. If you are a ***vendor*** (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Name: IPS Group, Inc.			Vendor No.:
Address: 5601 Oberlin Drive	City: San Diego	State: CA	ZIP: 92121
Contact Person: Chad Randall		Telephone: 858.404.0603	
E-mail Address: chad.randall@ipsgroupinc.com		Fax No.: 858.408.3352	

SECTION 2. COMPLIANCE QUESTIONS

A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
☐ Yes ☒ No *(If "Yes," proceed to Section 5; if "No", continue to the next question.)*

B. Does your company provide (or make available at the employees' expense) any employee benefits?
☒ Yes ☐ No
If "Yes," continue to Question C.
If "No," proceed to Section 5. (The EBO is not applicable to you.)

C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee? ..... ☒ Yes ☐ No

D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee? ..... ☒ Yes ☐ No

If you answered "No" to both **Questions C and D, proceed to Section 5. (The EBO is not applicable to this contract.)** If you answered "Yes" to both **Questions C and D, please continue to Question E.**
If you answered "Yes" **to Question C and** "No" **to Question D, please continue to Section 3.**

E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee? ..... ☒ Yes ☐ No

If you answered "Yes," proceed to Section 4. (You are in compliance with the EBO.)
If you answered "No," continue to Section 3.

SECTION 3. PROVISIONAL COMPLIANCE

A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

☐ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor submits evidence of taking reasonable measures to comply with the EBO; or

☐ At such time that administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor's infrastructure, not to exceed three months; or

☐ Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?* ..... ☐ Yes ☐ No

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 27 day of March, in the year 2015, at San Diego (City), CA (State)

Chad Randall
Name (please print)

Signature

Chief Operating Officer
Title

[redacted]
Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

☐ Non-Compliant (The City may not do business with this contractor/vendor)

☐ One-Person Contractor/Vendor ☑ Full Compliance ☐ Reasonable Measures

☐ Provisional Compliance Category, Full Compliance by Date: _____

Staff Name(*Sign and Print*): [signature] Date: 11-4-15

Kate Morin

Attachment F

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: March 27, 2015

Print Name & Title: Chad Randall, Chief Operating Officer

Company: IPS Group, Inc.

Contract Description/Specification No: **Multi Space Parking Meter Replacement 15-10917-C**

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

Attachment G

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/19/2016 3/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC License #0F15767 4275 Executive Square, Suite 600 La Jolla CA 92037 (858) 587-3100	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1377909 IPS Group, Inc. 5601 Oberlin Drive, Ste. 100 San Diego CA 92121	INSURER A : National Fire Insurance Co of Hartford — 20478 INSURER B : American Casualty Company of Reading, PA — 20427 INSURER C : Continental Casualty Company — 20443 INSURER D : Indian Harbor Insurance Company — 36940 INSURER E : INSURER F :

COVERAGES IPSGR01 CERTIFICATE NUMBER: 12814003 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER	Y	N	4034952942	3/19/2015	3/19/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	N	N	6013847872	3/19/2015	3/19/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	4034952990	3/19/2015	3/19/2016	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N [N] ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	5093308451 (CA) 5093308496 (AOS)	3/19/2015 3/19/2015	3/19/2016 3/19/2016	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Tech E&O / Network / Privacy / Media	N	N	MTP9032003	3/19/2015	3/19/2016	Each Occ. 5,000,000; Agg.: 5,000,000; Ded.: 100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Single Space Parking Meter & Management System, Contract #8841/CMS#DL2FT. Certificate Holder is an Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER

12814003

City of Berkeley, its officers
agents, volunteers & employees
Public Works Admin, CMS#RW6RS
2180 Milvia Street., 3rd floor
Berkeley CA 94704

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CNA

G-144294-C99
(Ed. 12/06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

1. ADDITIONAL INSURED - BLANKET VENDORS
WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "properly damage" arising out of "your products" which are distributed or sold in the regular course of the vendors business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
b. Any express warranty unauthorized by you;
c. Any physical or chemical change in the product made intentionally by the vendor;
d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendors premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or
(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 1. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Coverage Part.

4. This provision 1. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Coverage Part or by endorsement.

2. MISCELLANEOUS ADDITIONAL INSUREDS
WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.h. below whom you are required to add as an additional insured on this policy under a written contract or agreement but the written contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. Additional Insured - "Your Work"
That person or organization for whom you do work is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the with premises you own, rent, or control and to which the insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
(b) The construction, erection, or removal of elevators; or

sole negligence of the additional insured.

The insurance provided to the additional insured is limited as follows:
(1) The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
(2) The coverage provided to the additional insured by this paragraph. 2.a., does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless:
(a) It is required by the written contract or written agreement; and

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard" is not excluded either by the provisions of the Coverage Part or by endorsement.
(3) The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services.

b. State or Political Subdivisions

A state or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection

e. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

f. Owners/Other Interests - Land is Leased
An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

g. Co-owner of Insured Premises

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their ability arising out of:
(1) Their financial control of you; or
(2) Premises they own, maintain or control while you lease or occupy these premises.
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

d. Managers or Lessors of Premises
A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease or be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

Any insurance provided to an additional insured designated under paragraphs b. through h. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV -

COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

3. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of Section II - Who Is An Insured is deleted and replaced by the following:
Coverage under this provision is afforded only until the end of

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

h. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of such additional insured.

B. The last paragraph of Section II - Who Is An Insured is deleted and replaced by the following:

Except as provided in 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

5. PARTNERSHIP OR JOINT VENTURES

Paragraph 1.b. of Section II - Who Is An Insured is deleted and replaced by the following:

b. A partnership (including a limited liability partnership) or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

6. EMPLOYEES AS INSUREDS - HEALTH CARE SERVICES

For other than a physician, paragraph 2.a.(1)(d) of Section II - Who Is An Insured does not apply with respect to professional health care services provided in the course of employment by you.

7. PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES

Paragraphs (3) and (4) of Exclusion j. Damage to Property of SECTION I - EXCLUSIONS do not apply to patterns, molds or dies in the care, custody or control of the insured if the patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per policy period applies to PROPERTY DAMAGE - PATTERNS, MOLDS AND DIES and is included within the General Aggregate Limit as described in SECTION III - LIMITS OF the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

4. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II - Who Is An Insured:

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of Section I - Coverage B - Personal and Advertising Injury Liability is amended to include the following:

p. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

q. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

C. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, EXPANDED

PERSONAL AND ADVERTISING INJURY COVERAGE

INSURANCE.

The insurance afforded by this provision 7. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

8. BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

9. EXPANDED PERSONAL AND ADVERTISING INJURY
A. The following is added to Section V - Definitions, the definition of "personal and advertising injury":

for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 10. (Medical Payments) does not apply if Section I - Coverage C Medical Payments is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(2) of Section I - Coverage C - Medical Payments, is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

11. SUPPLEMENTARY PAYMENTS

A. Under Section I - Supplementary Payments - Coverages A and B, Paragraph 1.b., the limit of $250 shown for the cost of bail bonds is replaced by $2,500:

B. In Paragraph 1.d., the limit of $250 shown for daily loss of earnings is replaced by $1,000.

12. PROPERTY DAMAGE - ELEVATORS

With respect to Exclusions of Section I - Coverage A, paragraphs (3), (4) and (6) of Exclusion j. and Exclusion k. do not apply to the use of elevators.

The insurance afforded by this provision 12. is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

13. LEGAL LIABILITY - DAMAGE TO PREMISES

A. Under Section I - Coverage A - Bodily Injury and Property Damage 2. Exclusions, Exclusion j. is replaced by the following.

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems) to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.
Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

B. Under Section I - Coverage A - Bodily Injury and Property Damage the last paragraph of 2. Exclusions is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner.

does not apply to policies issued in the states of New York or Ohio.

D. This provision 9. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE) does not apply if Section I - Coverage B - Personal And Advertising Injury Liability is excluded either by the provisions of the Coverage Part or by endorsement.

10. MEDICAL PAYMENTS

A. Paragraph 7. Medical Expense Limit, of Section III - Limits of Insurance is deleted and replaced by the following:

7. Subject to 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under Section - I - Coverage C

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(b) of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

(b) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 13. (LEGAL LIABILITY - DAMAGE TO PREMISES) does not apply if Damage To Premises Rented To You Liability under Section I - Coverage A is excluded either by the provisions of the Coverage Part or by endorsement.

14. NON-OWNED WATERCRAFT

Under Section I - Coverage A - Bodily Injury and Property Damage, Exclusion 2.g., subparagraph (2) is deleted and replaced by the following.

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

(b) Not being used to carry persons or property for a charge.

15. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I - Coverage A - Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III - Limits Of Insurance is replaced by the following:

16. BROAD KNOWLEDGE OF OCCURRENCE

You must give us or our authorized representative notice of an "occurrence," offense, claim, or "suit" only when the "occurrence," offense, claim or "suit" is known to :

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. NOTICE OF OCCURRENCE

The following is added to paragraph 2. of Section IV -

Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense Claim or Suit:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence," offense claim or "suit."

18. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

19. EXPECTED OR INTENDED INJURY

Exclusion a. of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

20. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage provided under this endorsement without an additional

premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_#4034952942 GL	National Fire Insurance of Hartford (CNA)	_3/19/16_____
#6013847872 Auto	American Casualty Co of Reading, PA (CNA)	_3/19/16_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is __IPS GROUP, INC._____.

2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
Multi Space Parking Meter Replacement 15-10917-C

_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.

4. Cancellation xxxxxxxx of this coverage will not be effective until thirty (30) days following written notice to _City of Berkeley_____, Department of _____, Berkeley, CA.

5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

_CNA_____
Insurance Company

Date: _3/19/15_____

By: _*Julie Werner, CIC* Lockton Insurance Brokers, LLC as Autorhized Representive_____
Signature of Underwriter's
Authorized Representative

ATTACHMENT "B"
CONTRACT NO. 1890

Real Lease
BUSINESS | MUNICIPAL | ENERGY
1387 Fairport Road, Ste. 1000B-1
Fairport, NY 14450
Phone: (585) 419-9190 / Fax: (585) 419-9110
RealLease.com

May 23, 2018

Nick Kimball, Deputy City Manager
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

Dear Nick:

ROC Leasing LLC dba Real Lease is pleased to present the following Lease Approval for the City of San Fernando, CA. The terms and provisions are subject to there being no material change in Lessee's financial condition and are pursuant to the following terms and conditions.

Lessee	City of San Fernando, CA
Vendor	IPS Group, Inc.
Leased Equipment Cost	**$53,068.40**
Leased Equipment	100 M5 Smart Parking Meters with assembly, coin validator, reader, charger and battery pack
Thirty-Six (36) Months	$1,590.25 per month
Rate:	4.98%
End of Lease Option	$1.00
Rate Adjustment	**The above quote is fixed and will be held until 6/6/2018.** If the transaction does not commence until after that time the rates will be adjusted in conjunction with the then corresponding U.S. Treasury Instruments as published in the Wall Street Journal. The Lease Agreement will provide for fixed lease payments for the term of the Lease.

We appreciate the opportunity to provide lease financing for your upcoming equipment needs. Please call our office at (585) 419-7911 with any questions.

Sincerely,

Patti Moore

Patti Moore, Partner
President

CA Small Ticket Non-App BQ

PLEASE NOTE: This Sample Contract, presented upon your request, may or may not contain the same language as the contract proposed after credit approval is obtained. As such, no negotiation of contract terms will occur until after credit approval and issuance of formal contract.

GOVERNMENT OBLIGATION CONTRACT

Obligor **Obligee**

, California ,

Dated as of

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
"Budget Year" means the Obligor's fiscal year.
"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
"Contract Term" means the Original Term and all Renewal Terms.
"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
"Obligee" means the entity originally listed above as Obligee or any of its assignees.
"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
"State" means the state in which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

(a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
(b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
(c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
(d) Obligor shall use the Equipment only for essential, traditional government purposes.
(e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
(f) In the event that the Internal Revenue Code of 1986, as currently amended (the "Code"), should be further amended or replaced: (i) to reduce corporate and/or individual income tax rates or (ii) to reduce or eliminate the extent to which the interest portion of the Contract Payments is excludable from gross income, then, at the written request of Obligee or its assigns, Obligor shall pay to Obligee or its assigns with each Contract Payment payable after the effective date of such amendment or replacement such additional amount as necessary to bring the after tax yield on each such Contract Payment to the same effective rate that Obligee or its assigns would have received had there occurred no such amendment to or replacement of the Code. Notwithstanding any other provision of this Agreement, Obligor shall have the right to exercise its option to purchase the Equipment pursuant to Section 3.04 hereof on the effective date of any such amendment or replacement.
(g) Obligor has never non-appropriated funds under a contract similar to this Contract.
(h) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
(i) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
(j) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
(k) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
(l) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
(m) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
(n) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

SAMPLE

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01,THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred. If Obligor non-appropriates under this section, then Obligor shall not purchase, lease or rent Equipment performing same or similar functions to those performed by the Equipment for a period of 360 days unless otherwise prohibited by public policy considerations.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.

(c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If any fees are required to be paid by the California Debt & Investment Advisory Commission then such fees shall be paid directly from the Obligor to the California Debt & Investment Advisory Commission. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

(a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B .

(b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.

(e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.

(f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.

(g) Obligor defaults on one or more of its other obligations.

(h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default . Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipmentand any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.

(c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

(a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.

(b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.

(c) Condition: When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.

(d) Storage: Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.
Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.
Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.
Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than $10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.
Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.
Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Signature	Signature
Printed Name and Title	Printed Name and Title

Attested By Authorized Individual:

Signature
Printed Name and Title

SAMPLE

Schedule (01)

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

SAMPLE

Physical Address of Equipment after Delivery : _____

Schedule (01)

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of , between (Obligee) and (Obligor)

Date of First Payment:
Original Balance:
Total Number of Payments:
Number of Payments Per Year:

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds :

SAMPLE

Form **8038-G** (Rev. September 2011)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► **Under Internal Revenue Code section 149(e)**
► **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ► ☐

1	Issuer's name	2	Issuer's employer identification number (EIN)
3a	Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b	Telephone number of other person shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address) Room/suite	5	Report number (For IRS Use Only) 3
6	City, town, or post office, state, and ZIP code	7	Date of issue
8	Name of issue	9	CUSIP number
10a	Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b	Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ►	18	
19	If obligations are TANs or RANs, check only box 19a ► ☐ If obligations are BANs, check only box 19b ► ☐		
20	If obligations are in the form of a lease or installment sale, check box ► ☑		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

SAMPLE

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ►			
c	Enter the name of the GIC provider ►			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:

b Enter the date of the master pool obligation ►

c Enter the EIN of the issuer of the master pool obligation ►

d Enter the name of the issuer of the master pool obligation ►

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐

41a If the issuer has identified a hedge, check here ► ☐ and enter the following information:

b Name of hedge provider ►

c Type of hedge ►

d Term of hedge ►

42 If the issuer has superintegrated the hedge, check box ► ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement. ►

b Enter the date the official intent was adopted ►

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

► Signature of issuer's authorized representative Date ► Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

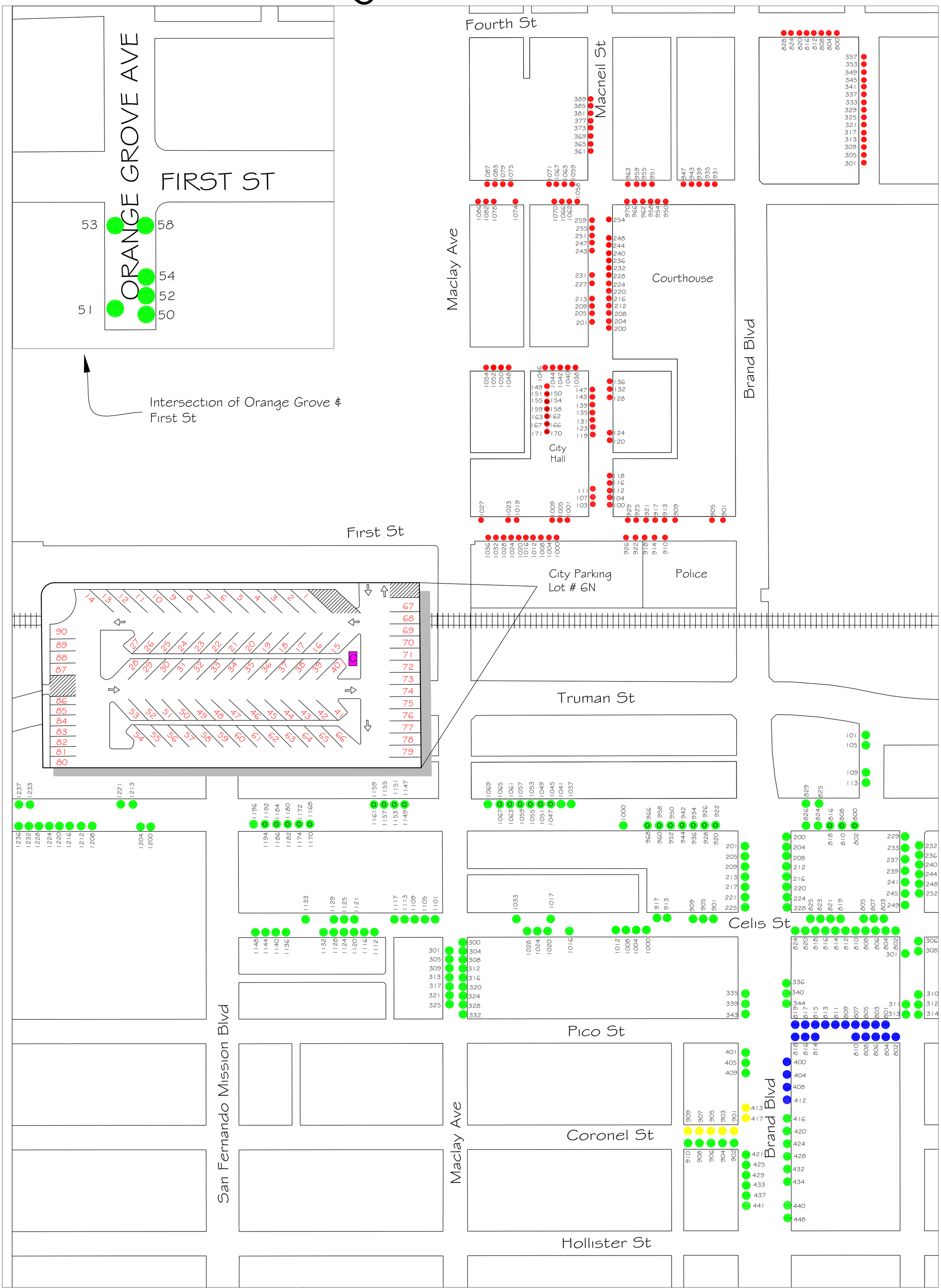
Firm's Name ►	Firm's EIN ►
Firm's Address ►	Phone no.

SAMPLE

City of San Fernando Parking Meters

ATTACHMENT "C"

NTS



Location	Total	Currency allowed	Max Time Limit	Rate per Time	Max Fee
C Custodian/Civic Center	(90) Spaces	C 5¢, 10¢, 25¢	C 10 Hrs	C $.25/12 min.	C $12.50
Civic Center Meters	(158)	5¢, 10¢, 25¢	2 Hrs	$.25/12 min.	$2.50
22 7 Business District	(244)	5¢, 10¢, 25¢	2 Hrs	$.25/20 min.	$1.50
Double Meters	(31)	5¢, 10¢, 25¢	30 Min.	$.25/6 min.	$1.25
Single Meter	(340)	25¢ ONLY	12 Min.	$.25/6 min.	$.50
(Civic & Business Districts) Total Counts →	(402)				

Mon - Sat 8:00am to 6:00pm
except Holidays and Sundays.
(SEC. 90-285)

City of San Fernando/PW Department
Prepared by: Manuel Fabian
Date: 01-28-14
Information provided by: Rudy Alfaro
Information last verified by: Ramiro Arias

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16

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THE CITY OF SAN FERNANDO

AGENDA REPORT

To: Mayor Sylvia Ballin and Councilmembers

From: Councilmember Joel Fajardo

Date: June 18, 2018

Subject: Discussion Regarding an Automatic Vote Recount Policy

RECOMMENDATION:

I have placed this on the agenda for City Council discussion and consideration.

BACKGROUND:

At the June 4, 2018 City Council meeting, staff was directed to report back with information and options with regard to the ability of the City to implement an automatic vote recount policy when the margin of victory in an election falls under some specified percentage.

ANALYSIS:

City staff (i) surveyed cities; (ii) reached out to the City Clerks Association; and (iii) discussed the matter with the office of the County Registrar Recorder/County Clerk ("County Registrar"). The County Registrar was only aware of one city that has an automatic recount policy: the Charter City of Long Beach. The County Registrar was unaware of any general law city having an automatic recount policy and speculated that this is likely attributable to the fact that Charter cities (like Long Beach) have powers that general law cities (like San Fernando) do not in terms organizing their elections and election procedures. Under the "general law" which general law cities like San Fernando are subject to, recounts may be undertaken at the behest of the election's official if he/she suspects there is error in the voting; by a voter, provided the voter pays the cost of the recount; or by court order on petition by the district attorney.

BUDGET IMPACT:

There is no impact to the budget by discussing this item. Additional future costs to be determined based on City Council direction.

REVIEW: ☐ Finance Department ☐ Deputy City Manager ☐ City Manager