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**AGREEMENT TO PURCHASE PARKING TECHNOLOGY  
AND RELATED SERVICES**

**This Agreement To Purchase Parking Technology And Related Services**

("Agreement") is made effective \_\_\_\_\_ (the "Effective Date"), by and between City of Emeryville, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

**RECITALS**

- A. City is a 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. On February 19, 2019 the City Council of the City of Emeryville authorized the Paid Parking Pilot Program in North Hollis and the Triangle commercial areas.
- C. On May 1, 2019, the Alameda County Transportation Commission amended the scope of work for the award to the City of Emeryville of \$930,000 with a required match of \$270,000 for the North Hollis Parking and Transportation Demand Management Program in accordance with the Pilot Program endorsed by the Council on February 19, 2019.
- D. On July 19, 2019, the City issued a Request for Proposals for Purchase, Installation, and Ongoing Maintenance and Operation of On-Street Paid Parking Equipment and Associated Systems ("RFP Installation").
- E. On July 19, 2019, the City issued a Request for Proposals for Parking Enforcement, Citations and Appeals ("RFP Enforcement").
- F. 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 variety of parking technologies, hardware, software and related services. IPS submitted a response to both the RFP Installation and the RFP Enforcement ("IPS Response").
- G. The City has determined that IPS is qualified to provide the services and equipment as prescribed in the RFP Installation and the RFP Enforcement.
- H. City and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software and program support services (the "Services", and collectively "Equipment and Services") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

## **TERMS AND CONDITIONS**

### **1. Term of Agreement.**

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 5 additional one (1) year increments, for a total period not to exceed ten (10) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

### **2. IPS Services.**

- 2.1 **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachments A through J as directed by the City. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein. IPS agrees to deliver the scope of services as described in the Attachments on the schedule set forth in Attachment J, unless otherwise modified in writing by the City Manager or designee and IPS.

### **3. City Services & Responsibilities.** The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
- 3.4. Comply with all national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.
- 3.5. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using the City designated third party provider. Accordingly, the City shall be the merchant of record (MOR), which may be modified as set forth in Attachment F for emerging payments.

### **4. Equipment Delivery, Installation and Acceptance.**

- 4.1. 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.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours.
- 4.3. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the City and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

### **5. Compensation**

- 5.1. As set forth in Attachment A, the City will compensate IPS in an amount not to exceed \$1,064,216 for the scope of services identified in Attachment A.1 and \$171,750 on an annual basis, subject to any increase in price as provided in Section 5.9 of this Agreement, for the scope of services identified in Attachment A.2 and \$232,517, on an annual basis, subject to any increase in price as provided in Section 5.9 of this Agreement, for the scope of services identified, in Attachment A.3. The actual amount paid is, based on actual numbers purchased and installed.
- 5.2. The City will compensate IPS for twice weekly maintenance services as described as Option 2 in Attachment C, in an amount not to exceed \$47,000 annually, subject to any increase in price as provided in Section 5.9 of this Agreement. Notwithstanding the foregoing, the City reserves the right to augment or modify the maintenance services as provided in Attachment C subject to the City providing not less than thirty (30) days-notice of its intention to do so and in the event of a cost implication for IPS that the City and IPS agree in writing to an amended cost structure.
- 5.3. The City will compensate IPS for the IPS Equipment, as set forth in Attachment A through J.
- 5.4. City further agrees to pay to IPS the amounts for Services specified in Attachments B through J within 30 days from the date of invoice, provided the invoice is submitted to the City electronically.
- 5.5. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the City.
- 5.6. City agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the City.
- 5.7. City shall pay interest on any invoices amounts with are unpaid after 30 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are not subject to dispute and are in excess of 90 days past due, City agrees to pay all costs incurred by IPS to collect any overdue amounts.
- 5.8. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing. The City indemnifies IPS against any claim of exemption for payment of any such taxes. Sales taxes and shipping charges will be added to the final invoice.
- 5.9. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After the Initial Term, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

## **6. Risk and Title.**

- 6.1. 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 only pass to City upon full payment for the Equipment.

## **7. Warranties.**

- 7.1. IPS shall provide the extended warranties as described in Attachment A and I.
- 7.2. Without any additional charge, IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. For an additional charge, IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City without any additional charge.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network but relies on third party carriers for this service. City agrees that it is not a 3<sup>rd</sup> party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the City and the carrier for this agreement, the wireless carrier shall have no liability of any kind created by this Agreement. 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 Agreement, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed to in writing. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. IPS warrants that the software Services will substantially conform to the RFP Purchase and RFP Enforce, and as modified by the applicable scope of work described. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the City software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or City data.
- 7.5. City warrants that it shall not share usernames or passwords to allow any 3<sup>rd</sup> party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. City further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY

WARRANTY OF ANY KIND WITH REGARDS TO 3<sup>RD</sup> PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS 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.

7.7. The provisions of this Section will survive expiration or termination of this Agreement.

## **8. Intellectual Property and Ownership.**

- 8.1. 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 Services being used by the City.
- 8.2. 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 Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the City's use for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property (including copyrights), 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 IP.
- 8.4. 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, Public Records Act(s), and the like. Should the City receive a request for disclosure of any data, information relating to this Agreement or with regard to any service or product supplied by IPS in terms of this Agreement, the City undertakes to advise IPS of such request in writing and not to release responsive records before the expiry of 48 hours from the time upon which IPS receives notification of such request. The City agrees that it shall not knowingly agree, whether directly or indirectly, sell, loan or rent any equipment or allow any third party to gain access to equipment, software,

back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.

8.5. The provisions of this Section will survive expiration or termination of this Agreement.

## **9. Confidential Information.**

- 9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential".
- 9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.
- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order, subpoena or law, including the California Public Records Act (Gov. Code sec. 6250, et seq.).
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.
- 9.5. If a Party is required to disclose the other Party's Confidential Information pursuant to applicable law, court order or subpoena, the disclosing Party will give to the other Party written notice of the order or request mandating disclosure of the Confidential Information to provide a reasonable opportunity for the other Party to object to such disclosure of its Confidential Information and to seek a protective order or other appropriate remedy. If, in the absence of a protective order, the disclosing Party

determines within 48 hours of notice being received by the other Party that it is required to disclose such information, it may disclose without breach of this Agreement only Confidential Information specifically required and only to the extent compelled to do so.

## **10. Dispute Resolution.**

10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

## **11. Termination of Agreement.**

11.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

## **12. Insurance.**

12.1. IPS agrees to obtain and maintain during the term of this Agreement the following minimum insurance. Certificates of Insurance: Prior to commencing work under the Agreement, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

12.2. Commercial General Liability.

- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000 each occurrence for bodily injury and property damage, \$4,000,000 general aggregate, \$1,000,000 products/completed operations aggregate, and \$1,000,000 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

- ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

12.3. Automobile Liability, including bodily injury and property damage coverage.

- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

12.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

12.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

12.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000 per claim. Coverage may be written on a claim-made basis.

12.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.

12.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

### **13. Indemnification**

- 13.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify and hold harmless City, and Alameda County Transportation Commission ("Alameda CTC"), and their respective elected and appointed officials, officers, agents, employees, contractors and volunteers (collectively, the "Indemnified Parties") from and against any and all losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the

Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism. This obligation to indemnify and defend the Indemnified Parties shall survive termination of this Agreement.

- 13.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (b) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 13.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; and (c) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third-party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 13.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 13.5. DUE TO THE NATURE OF INTERNET AND WIRELESS SERVICES AS PUBLIC UTILITIES FOR THE PURPOSES OF THIS AGREEMENT, CUSTOMER AGREES THAT NEITHER IPS, THE WIRELESS CARRIERS NOR INTERNET SERVICE PROVIDERS SHALL BE LIABLE FOR ANY LOSS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES 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, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.
- 13.6. Both Parties acknowledge that the Indemnification and Limitations of Liability set forth above are fundamental elements of this Agreement, without which the Parties would not have entered into this Agreement.

#### **14. Liens and Taxes.**

- 14.1. City shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

14.2. Prior to commencement of the services to be provided hereunder, IPS shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Agreement, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

## **15. Notices.**

15.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:  
IPS Group, Inc.  
7737 Kenamar Court  
San Diego, CA 92121  
Attn: Chad Randall  
chad.randall@ipsgroupinc.com  
Tel: 858-4040-0607

City:  
City of Emeryville  
1333 Park Avenue  
Emeryville CA 94608  
Attn: City Manager  
Email:  
cdaniel@emeryville.org  
Tel: 510-596-4371

## **16. Relationship of the Parties.**

16.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

16.2. IPS hereby covenants and declares that it is engaged in an independent business and agrees to perform the services as an independent contractor and not as the agent or employee of the City. IPS agrees to be solely responsible for its own matters relating to the time and place the services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the services; hiring of contractors, agents or employees to complete the services; and the payment of employees, including compliance with Social Security, withholding and all other regulations governing such matters. IPS agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Agreement.

## **17. Assignment.**

17.1. Should the City enter into an agreement with a third party for parking operations during

the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

- 17.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

## **18. Records, Reports and Audits**

18.1. Records. Records shall be established and maintained by IPS in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized, such records shall be maintained for a period of five years from the date that final payment is made under this Agreement. Furthermore, records that are the subject of audit findings shall be retained for five years or until such audit findings have been resolved, whichever is later. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

18.2. Audits and Inspections. At any time during normal business hours and as often as the City or Alameda CTC may deem necessary, there shall be made available to the City and/or Alameda CTC for examination all records with respect to all matters covered by this Agreement. IPS will permit the City and/or Alameda CTC to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Agreement.

## **19. City Labor Requirements**

19.1. Compliance. It is anticipated that compliance with the City's living wage ordinance will be required for this Agreement. If the Agreement provides for compensation to IPS of \$25,000 or more within a single fiscal year for providing Services to the City, then IPS shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) IPS is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws. In the event that compliance with the Living Wage Ordinance is not required, IPS may still be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

19.2. Applicability. Compliance with the Living Wage Ordinance, if applicable, shall be

required during the term of the Agreement for all employees of IPS who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). IPS shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

19.3. Non-Compliance. Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against IPS for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

19.4. Living Wage. IPS shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than **\$16.20 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

## **20. California Labor Requirements**

20.1. Prevailing Wage Requirements, IPS is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, IPS agrees to fully comply with such Prevailing Wage Laws. IPS shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon IPS and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- 20.2. Registration. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, IPS and all subcontractors performing such services must be registered with the Department of Industrial Relations. IPS shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- 20.3. Labor Compliance Oversight. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be IPS’ sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against IPS or any subcontractor that affect IPS’ performance of services, including any delay, shall be IPS’ sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered IPS caused delay and shall not be compensable by the City. IPS shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against IPS or any subcontractor.
- 20.4. Workers’ Compensation. Pursuant to the requirements of section 1860 of the [California Labor Code](#), IPS will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Agreement, Contractor certifies the following:
- “I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”
- 20.5. Event of Default. Failure by IPS to comply with any provision of this Section shall constitute a default of this Agreement and shall be grounds for termination as provided in this Agreement.

## **21. General Provisions.**

- 21.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party’s right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 21.2. Modification or Amendment. No oral modifications shall be effective, and nothing

shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

- 21.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 21.4. Injunctive Relief. The parties agree that a breach of the obligations in Section 8 (“Intellectual Property and Ownership”) and Section 9 (“Confidential Information”) may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 (“Dispute Resolution”), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.
- 21.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 21.6. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 21.7. Venue and Jurisdiction. The City and IPS agree that the venue shall be in Alameda County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Northern District of California, or the Superior Court of California, County of Alameda, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 21.8. Attorney’s Fees. If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the

court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.

- 21.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. 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 Agreement without being liable for any claim from the other party.
- 21.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 21.11. 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.
- 21.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Agreement, such determination shall be made in a reasonable and objective manner.
- 21.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 21.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 21.15. 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.

- 21.16. Conflicts of Interest. IPS covenants and declares that, other than this Agreement, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Agreement, in the event IPS or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, IPS will immediately notify the City of such holding, interest, contract, or agreement in writing.
- 21.17. Discrimination Prohibited. IPS covenants and agrees that in performing the services required under this Agreement, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.
- 21.18. Licenses, Certifications and Permits. IPS covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of IPS by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Agreement. All work performed by IPS under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

SIGNATURE PAGES WILL FOLLOW

In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

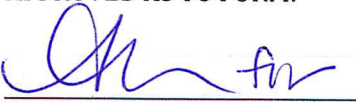
ATTEST:

CITY  
a municipal corporation


\_\_\_\_\_  
Sheri Hertz  
City Clerk

By: \_\_\_\_\_  
Christine Daniel  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael Guina  
City Attorney

IPS GROUP, INC.,  
a Pennsylvania corporation

By:   
\_\_\_\_\_  
~~CHAD P. RANDALL~~  
Chief Operating Officer  
**BRIAN W. WEBBER**  
**GENERAL COUNSEL**

## ATTACHMENT A

### A.1 Equipment

	Cost per Unit	Not to Exceed Units	Not to Exceed Total
Multi-Space Meters			
Kiosks (pay by plate and 24-month warranty)	\$ 5,745	70	\$ 402,150
Installation and Freight (for all meter products offered - excluding installation of poles)	\$ 400	70	\$ 28,000
Near Field Communication/ payment	\$ 399	70	\$ 27,930
Spare Parts including Coin Boxes			\$ 22,160
Single Space Meters			
Single head meter (includes housings and pole)	\$ 780	30	\$ 23,400
BLE	\$ 45	30	\$ 1,350
Near Field Communication/payment	\$ 65	30	\$ 1,950
Dome -mounted sensors	\$ 295	30	\$ 8,850
Dual head connector	\$ 90	10	\$ 900
Poles	\$ 45	20	\$ 900
Installation of Poles	\$ 200	20	\$ 4,000
Handheld Citation Devices			
2 Piece - Handhelds and Printers	\$ 2,499	3	\$ 7,497
Program Implementation - Handheld Misc. Parts/Supplies	\$ 4,075		\$ 4,075
ALPRs	\$ 19,163	3	\$ 57,489
Signage	Varies	210	\$ 77,000
Spare Parts including Coin Boxes			\$ 22,160
Extended Warranties (per Attachment I)	Varies	Varies	\$ 144,080
Program Implementation Permitting	\$ 4,000	1	\$ 4,000
Permit (Flat Fee \$202, plus hourly)	\$166	80	\$13,482
<b>Sub-Total</b>			<b>\$851,373</b>
<b>Contingency - 25%</b>			<b>\$212,843</b>
<b>Total</b>			<b>\$1,064,216</b>
			Not to exceed

Attachment A.2: Communication and Processing Fees

	<b>Annual Fee/unit</b>	<b>Not Exceed Number</b>	<b>Annual Cost</b>	<b>Notes</b>
Communication fees - Kiosks	\$ 660	70	\$46,200	Based on \$55 per month per kiosk, fewer will lower cost
Communication fees- Meters	\$ 96	30	\$2,880	Based on \$8 per month per meter
Gateway Fees - Meters	\$21.6	30	\$648	Based on 30 credit card transaction per meter per month \$1.80
Sensor Data Feed & Real Time reporting	\$ 75	30	\$ 2,250	Based on \$3.50 and \$2.75 per month per sensor per month per meter Assumes detection and real time reporting
Credit card fees	Mix of rates	267,752	\$52,908	Assumes: Annual revenue of \$836,640 with credit cards used for 80% of all transactions and average payment is \$2.50 per transaction
Citations	\$1,380	3	\$4,140	Handheld citation devices data and support
IVR Services	\$250/month		\$3,000	Phone calls expected to address 25% of all citation's questions and concerns
ParkMobile Pass thru Payments - Convenience Fee	\$0.30 per transaction paid by customer		\$25,099	Based on \$832,000 in revenue average transaction of \$2.5 with ParkMobile serving 25% of all transactions or 83,200 transactions/year – paid by customer
Integration with Vigilant and Park Mobile	\$500/month		\$6,000	Payment to IPS for integration with third party vendors including Vigilant, ParkMobile and any other vendors needing integration into EMS and DMS
<b>Sub-Total</b>			<b>\$143,125</b>	
<b>Contingency</b>			<b>\$28,625</b>	
<b>Total</b>			<b>\$171,750</b>	

Attachment A.3: Collection and Maintenance Fees

	<b>Monthly Fee</b>	<b>Months</b>	<b>Annual Cost</b>	
Maintenance Fees	\$ 3,917	12	\$47,004	Based on 2 days a week
Collection fees	\$ 5,520	12	\$66,240	Based on weekly collection
Citations	\$6,710	12	\$80,520	Assumes Online, IVR and Mail in Citation processing
<b>Sub-Total</b>			<b>\$193,764</b>	
<b>Contingency</b>			<b>\$38,753</b>	
<b>Total</b>			<b>\$232,517</b>	

# Emeryville Paid Parking Proposal: North Hollis Sub Area



**Exhibit A**

# Emeryville Paid Parking Proposal: Triangle Sub Area

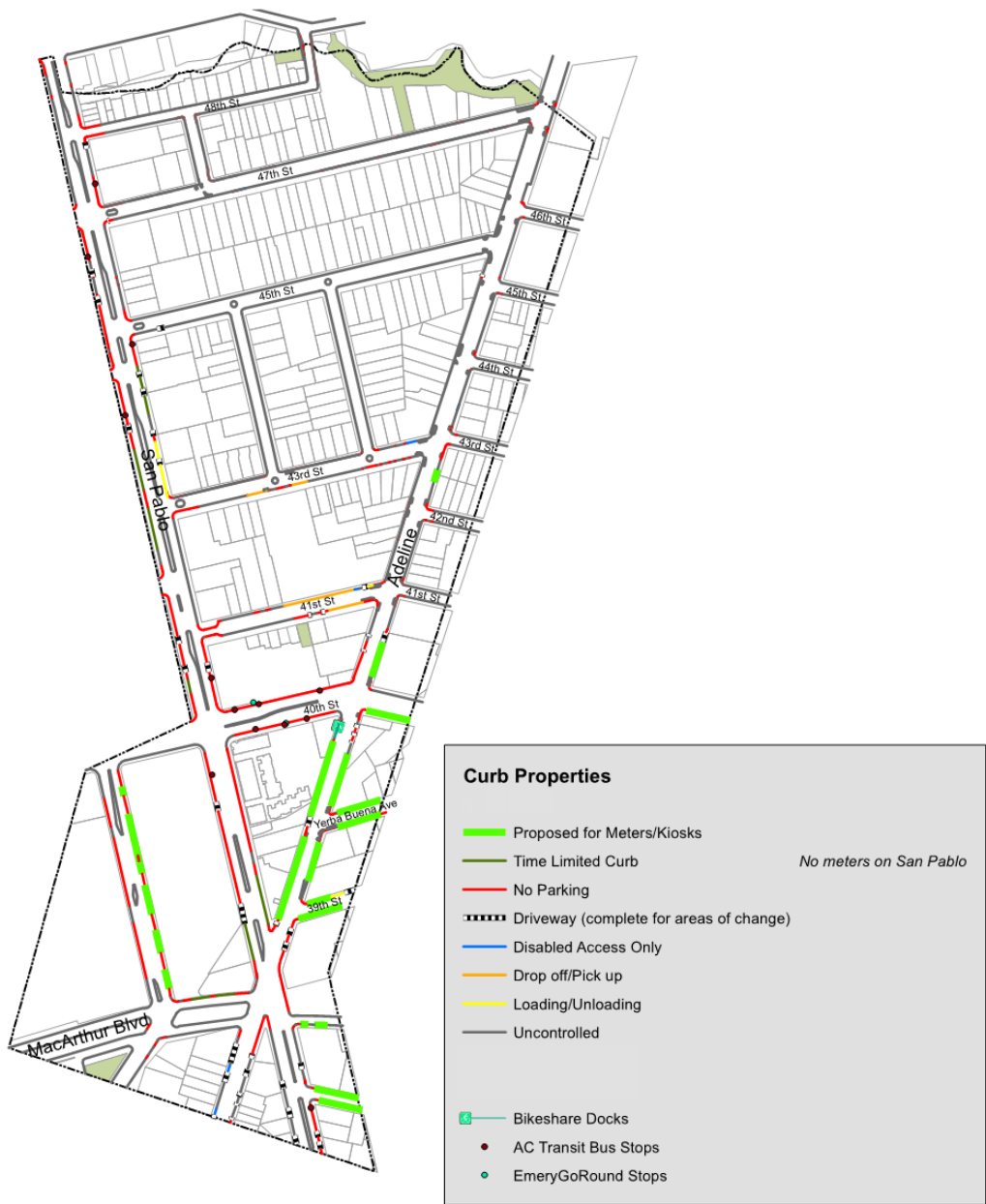


Exhibit B

**Attachment B**  
**Equipment and Installation**

IPS shall provide all goods and services up to the volumes enumerated in Sections B.b.1 – B.b.7 of this Attachment, at the prices and up to the quantities estimated within. These numbers may be altered per the task in this Attachment as described in section a below, with the actual purchase being based on field verification of site conditions and best practices in spacing payment infrastructure to assist customer access, without encumbering inefficiencies.

**a. Installation Plan**

Within 30 days of the effective date of this Agreement, contingent upon the City providing GIS files for curb conditions in installation areas upon execution of the Agreement, IPS shall provide to the City for its approval an installation plan (referred to herein as “Installation Plan”) for:

- Single space meters (to be used at “orphaned sites” where only one space can be accommodated between driveways and adjacent spaces do not total six or more spaces);
- Dual space meters (assuming installed where more than one space can be accommodated but less than six); and
- Kiosks (assuming one per six spaces without significant driveways or parking obstructs between spaces unless a block is nine spaces or less and a kiosk can be placed on the opposite block face reducing the possible distance traveled to pay by crossing a street assuming reasonable traffic conditions for easy and safe crossing (e.g. signal timing and traffic volumes at the nearest intersection))

In the event that IPS identifies that additional Kiosks would increase access to the users’ benefit, especially where traffic conditions reduce mobility across a street, while introducing operational inefficiencies, IPS shall seek City direction as to whether an additional Kiosk should be installed. City’s approval of the Installation Plan shall not be unreasonably withheld. The installation plan must be approved by the City prior to IPS installing any equipment.

**b. Equipment for Implementation of Paid Parking**

IPS shall provide and install as required by the Installation Plan the following: 1) MS1™ Pay Stations with NFC 2) M5™ Single and Dual Space Meters including poles, yokes, and NFC 3) Vehicle Detection Sensors In M5™ Single And Dual Space Meter 4) Handheld Citation Issuance Devices 5) Automated License Plate Readers as well as 6) Decals, 7) Spare parts and replacement stock and 8) Warranties. IPS will provide a two-headed meter, yoke-mounted on a single pole, with dome mounted sensors in each casing, where Pay Stations are inefficient for installation. IPS will install single space meters where there is inefficiency in kiosk use and only one space fit between driveways and other parking obstructions.

IPS will not be responsible for providing the following equipment and installation: 1.) Vehicles 2.) Electric charger for Electric car if needed 3) Vehicle Mounted Computers and install 1) Vehicle Mounted Computers and ALPR in vehicles and EV chargers on city property

### 1. MS1™ PAY STATIONS

IPS will provide and install MS1™ pay stations in accordance with the City approved Installation Plan. IPS will install pay stations with NFC. IPS will program parking rates, holidays, and hours and days of operation information to be displayed on screen of pay stations based upon the progressive parking rates, holidays, and hours and days of operation information established by the City.



### **MULTI-SPACE METERS PRICING**

MS1™ Multi-Space	Price Per Unit	Estimated Not to Exceed Units	Not to Exceed Price
IPS MS1™ Multi-Space Pay Station – Pay and Display, Pay-by-Space, or Pay-by-Plate (Solar powered, Includes 24-month warranty)	\$5,745	70	\$402,150
Installation Kiosk	\$400	70	\$28,000
Optional: Contactless Card Reader (NFC)	\$399	70	\$27,930
Optional: Spare parts	Misc.		\$12,410
Optional: Additional Coin Box	\$195	50	\$9,750
Subtotal			\$480,240

*NOTE: Housing, collection equipment, and poles sold separately. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below.*

## 2. M5™ SINGLE AND DUAL SPACE METER

IPS will provide and install M5™ single and dual space meters in accordance with the City approved Installation Plan. IPS single-space and dual space meters will offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

### Optional Features to be provided:

- Contactless payment
- Dome installed sensors
- Blue tooth Low Emission Capability



IPS will program parking rates, holidays, and hours and days of operation information based upon the progressive parking rates, holidays, and hours and days of operation information established by the City to be displayed on screen at the head, or crown, of the meter. IPS will install poles for meters as well as meter heads and pay stations.

## 3. VEHICLE DETECTION SENSORS IN M5™ SINGLE AND DUAL SPACE METER

**Dome Mount (M5 only)** - IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends within spaces managed by single space meters.

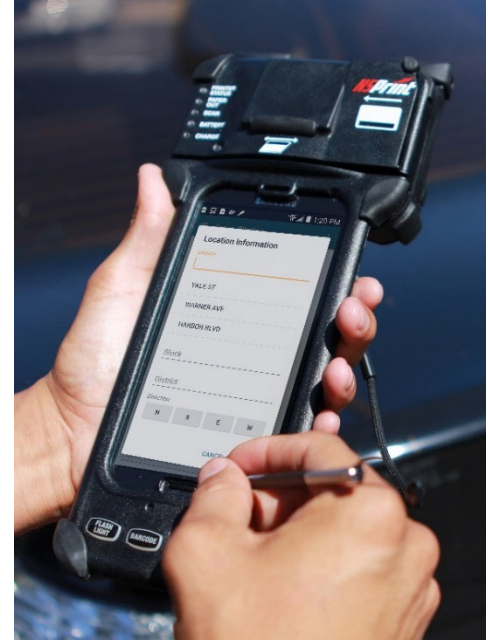
### Meter and Sensor Capital Costs

Product/Service	Price per unit	No to Exceed Units	Not to Exceed Price
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag)	\$780	30	\$23,400
Add BLE capability	\$45	30	\$1,350
Add NFC contactless payment capability	\$65	30	\$1,950
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295	30	\$8,850
Yoke	\$90	10	\$900
Pole	\$45	20	\$900
Installation Pole	\$200	20	\$4,000
Sub-Total			\$41,350

#### 4. **HANDHELD CITATION ISSUANCE DEVICES**

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back-office system for processing in real-time.

While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.



The Enforcement Solution is compatible with all Apple IOS devices and printer configurations.

IPS will provide the City with key specifications for the citation including the mailing address for remittance of tickets and instructions for Certification of Correction.

The City will provide IPS with business rules for citation and bail schedule for California Vehicle Code and Emeryville Municipal Code violations.

#### **ENFORCEMENT SYSTEMS PRICING**

Mobile Enforcement Solution	Units	Unit Price	Not to Exceed Units	Not to Exceed Price
2-piece Mobile Enforcement Solution iPhone 10, with ruggedized case, charger and cradle Zebra ZQ630 Printer	Per Set	\$2,499	3	\$7,497
Mobile Citation Paper (per roll) QTY 200	Per roll	\$8	175	\$1,400
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75	1	\$75
Estimated Travel Expenses for Installation	Per trip	\$2,000	1	\$2,000
On-site training and installation	Per day	\$600	1	\$600
Sub-Total				\$11,572



## 5. Mobile Enforcement Equipment

IPS shall supply citation issuance equipment and materials from Vigilant for up to three (3) three-camera ALPRs, capable of being mounted on the City's parking enforcement vehicles.

### Benefits of Vigilant Parking Solutions

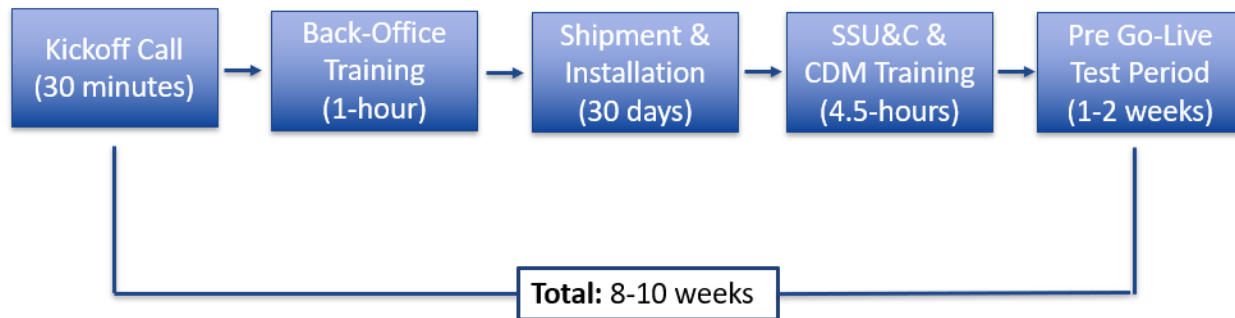
- Ability to detect license plates at any safe operating speed
- Efficiency increases of 4X or greater
- Immediate ROI with scofflaw recovery
- Data sharing and HIT notification to Law Enforcement to aid in public safety



- Perform time limit, permit, and scofflaw enforcement alone or concurrently

### Services Provided with LPR Program

- Vigilant Solutions will provide direct services and support through our Partnership with IPS Group.
- A Project Manager, Field Services Engineer, and Professional Trainer will support the deployment phase of the City's project
- Support for the LPR solution is available 24/7. Vigilant has full time support staff that operate around the clock to ensure maximum uptime. When you call support, you will get a live voice, and it will be a Vigilant technician that is trained and capable of immediate support.
- Deployment of your Parking Solution LPR is typically a 8 – 10 week process
- LPR Data Management and Analytics
- Unlimited LPR data retention in the cloud that is 100% controlled by the City.



City shall mount the ALPR in parking enforcement vehicles, procure vehicles and install any EV charging need for use of the vehicle mounted ALPR. Additionally, the City will procure vehicle mounted computers under separate solicitation.

License Plate readers	Units	Unit Price	Not to Exceed Units	Not to Exceed Price
ALPR	Per unit	\$19,163	3	\$57,489

### 6. Signage and Decals

IPS shall install decals for pay stations and meters including information regarding ParkMobile pay by cell process. IPS will manufacture, and install two signs (per City specifications) at each kiosk and at each location specified in the installation plan per Attachment A.a.

City shall provide specifications for the two signs including any regulations, instructions and wayfinding for users of paid parking in Emeryville. City signage shall incorporate both pay by cell options (ParkMobile). The City shall coordinate rights to any original art work that may be included in signage.

Signage and Decals	Units	Unit Price	Not to Exceed Units	Not to Exceed Price
Sign – Pay by License at Kiosk or App	2 Per sign	\$100	140	\$14,000
Sign – EmeryPark is 2+ Hours	Per unit	\$100	140	\$14,000

Sign – Pay Here	Per kiosk	\$100	70	\$7,000
Poles and Install	Per pole	\$200	\$210	\$42,000
Decals - ParkMobile	Per unit	\$0	\$0	\$0
Subtotal				\$77,000

## 7. Replacement Stock and Spare Parts:

IPS will provide an additional 5 % of the number of meters and pay stations installed at the same price to be stored at IPS facility in San Francisco, CA. Installation will be paid at an hourly basis and my replace demolished equipment or may be used to include key additional areas not initially considered in the Installation Plan.

IPS San Diego-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues with regular maintenance and will use good faith efforts to use regular maintenance staff to repair issues during the City's regularly scheduled maintenance time. For repair services not able to be first achieved on-site, these meters or pay stations will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. A replacement unit from the pre-purchase stock will be installed within 5 business days of the machine failure. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

Recommended list of Start Up Spare Parts for all Meters	Price per unit	Price per unit	Total
MS1 Card Reader Assy	\$129	5	\$645
M5 Card Reader Assy	\$52	5	\$260
Coin Validator Assembly (same as single space meter)	\$75	10	\$750
MS1 Solar Panel Replacement Kit	\$795	1	\$795
MS1 Main Operating Board (with LCD and modem)	\$995	4	\$3,980
MS1 Armored Glass Replacement	\$125	5	\$625
MS1 Thermal Printer	\$795	3	\$2,385
MS1 Pay-by-Plate Alphanumeric Keypad Assembly	\$225	5	\$1,125
MS1 Back up Battery	\$324	5	\$1,620
MS1 Additional Large Coin Canister (only needed if one for one collection is being done)	\$195	50	\$9,750
M5 Battery Pack (H5)	\$45	5	\$225
SUB-TOTAL			\$22,160

IPS shall provide warranty and non-warranty repair services based out of our office in San Diego, CA. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

**Pricing for additional Spare parts:**

**Meter Housings and Accessories**

Product/Service	Price per unit
IPS Zinc top over Iron Vault-M90 style (large vault, std. locks, std. black color)	\$205
IPS All Iron -M95 style (large vault, std. locks, std. black color)	\$225
High Capacity Coin Can with IPS locks (holds approx. \$65-fits M90 or M95 style housings)	\$45
Standard Capacity Coin Can with IPS locks (holds approx. \$45)	\$75
Standard IPS Locks	\$25
Standard IPS Keys	\$15
Yoke Assembly (Twin Mounting Adapter) std. black color	\$75
Meter Poles (Schedule 40 -2" ID -Galvanized)	\$45
Vintage Sleeve – std. black color	\$49
Vintage Base- std. black color	\$60
Collar for Vintage Sleeve – std. black color	\$30
Medeco E-Lock (lock only) (NOTE: additional Medeco accessories require separate quote)	\$185
<b>MS1™ &amp; Upgrade Kit Spare Parts List</b>	<b>Price per unit</b>
Standard Card Reader Assembly	\$199
AC power upgrade kit	\$150
Coin Validator Assembly	\$69
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250
Additional 600 note stacker cartridge*	\$230

Solar Panel Replacement Kit	\$795
Main Operating Board (with LCD and modem)	\$995
LCD Display (with armored glass) Assy	\$295
Thermal Printer	\$795
4-key Horizontal Keypad	\$69
4-key Vertical Keypad	\$69
6-key Horizontal Keypad	\$75
Pay-by-Space Keypad Assembly	\$195
Pay-by-Plate Alphanumeric Keypad Assembly	\$225
Coin Escrow	\$195
EMV chip card reader (no PIN)	\$399
E-lock	\$185
Contactless Payment Reader (NFC)	\$659
Battery 32Ah (rechargeable)	\$300
Additional Large Coin Canister	\$195
Additional Small Coin Canister	\$95
Paper Rolls (standard) approx. 2000 3" tickets (45" thick)	\$24.50
Single Space M3™ or M5™ Non-Warranty repair work (includes parts/labor)	\$95 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	
Single Space Electronic Meter Mechanism	\$495
Card Entry Keypad Assy	\$55
Hybrid Card Reader	\$49
Coin Validator	\$69
Complete Top Cover (with Lexan insert)	\$75
Lexan for Top Cover	\$19
Coin Entry Slot	\$2
M5 Battery Pack (H3)	\$35
M5 Battery Pack (H5) (available on the 147/247 models only)	\$45
Solar Panel / Communications Board	\$185
Main Board	\$185
Display Board	\$95
Display Board with NFC	\$140
BLE Beacon Upgrade	\$45

RFID Tag	\$10
MK5 Batter Charger (daisy chain charging unit)	\$125
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$25
<b>Sensor Spare Part Pricing</b>	<b>In-Dome</b>
IPS vehicle detection sensor	\$295
Meter Comms Board (for sensor)	NA
Battery Replacement (per D-cell)	\$20

**ATTACHMENT C**  
**Maintenance Systems**

**1. Maintenance Services**

- a) IPS shall provide meter shop facilities at no cost for the purposes of this Agreement.
- b) IPS shall provide a technician to perform the Services during the term of this agreement and supply a vehicle and tooling to enable the technician to perform the Services.
- c) Scope of Services as contracted amount of time allows:
  - i) Responding to all public inquires or back office alerts;
  - ii) Cleaning of card readers and keypads;
  - iii) Inspection of all meters to determine any need for repairs
  - iv) Help diagnose possible collection issues;
  - v) Shop Organization – help organize the shop inventory of all items and prepare recommended list of spare parts;
  - vi) Preventative Maintenance – consisting of inspection of the meter interiors, greasing the validator connector/s, lubricating the locks, checking the communications, checking the LCD's, keypads, expiry indicator and diagnostically checking the RFID reader, Near Field Contact and Dome Sensors.
  - vii) Removal of graffiti and replacement of any parts destroyed by vandalism – should excess damage time beyond that available regularly under this Agreement IPS shall notify the City that over time is required and provide an estimate of time and the applicable rates per hour.
  - viii) In the case of any act of Force Majeure including any act or omission beyond the reasonable control of IPS GROUP, INC. – should excess damage require maintenance time and time beyond that available regularly under this Agreement IPS shall notify the City that over time is required and provide an estimate of time and the applicable rates per hour.
- d) The City acknowledges and agrees that the Services performed by IPS in terms hereof cannot ensure or guarantee that faults/defects will not occur in the Equipment during or after the Term of the Sale Agreement.
- e) In addition to the above the IPS technician shall during the term of this agreement conduct any repairs or if necessary, return defective Equipment to the IPS manufacturing facility for repair or replacement in terms of the RMA procedures. The IPS technician shall in addition resolve any coin or card jams and replace batteries where required.

**2) Spare Parts and consumables.**

- a) Notwithstanding anything to the contrary contained herein the City shall be liable for the cost of all spare parts, factory repairs and consumables used by the IPS technician in respect of the repair or maintenance of the Equipment during the term of this agreement.

**3) Compensation:**

Pricing shall remain fixed during the first calendar year following the Effective Date. Thereafter IPS shall be entitled to adjust the price for the Services to increase that price by the greater of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) as

reported by the U.S. Bureau of Labor Statistics or 3% (THREE PER CENTUM) compounded annually.

<b>Options</b>	<b>Scope of Services</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
<b>Option 1</b>	IPS technician, benefits, taxes, insurance Vehicle, insurance, maintenance, fuel – based upon 1 day per week	\$1,958	\$23,500
<b>Option 2</b>	IPS technician, benefits, taxes, insurance Vehicle, insurance, maintenance, fuel – based upon 2 days per week	\$3,917	\$47,000
<b>Option 3</b>	IPS technician, benefits, taxes, insurance Vehicle, insurance, maintenance, fuel – based upon 3 days per week	\$5,875	\$70,500
<b>Option 4</b>	IPS technician, benefits, taxes, insurance Vehicle, insurance, maintenance, fuel – based upon 4 days per week	\$7,833	\$94,000
<b>Option 5</b>	IPS technician, benefits, taxes, insurance Vehicle, insurance, maintenance, fuel – based upon 5 days per week	\$9,792	\$117,500

\*Please note that Options 1 & 2 have a minimum of 3-month commitment. The city can move to any option with a 30-day notice

**4) Compensation for Emergency repairs**

Additionally, for repairs not covered by a warranty or by regular preventative maintenance, IPS will perform emergency repairs. IPS will perform emergency services with 24 hours-notice and at a rate of \$125 per hour unless works exceeds 8 hours in a day weekend then \$187.50 is paid per hour and if on a contractor holiday, \$375 per hour is paid.

**5) Performance Measures**

IPS will service meters and pay stations on a weekly basis, addressing vandalism within a week. Should a meter or pay station become disabled real time notification shall be made to the City and IPS. IPS will confirm the rate that would apply to address immediately versus on the next weekly visit and the City may request a repair within 48 hours at the rate IPS says will apply. Should a part be needed, repair will be made within 72 hours of the diagnosis of the problem.

**6) Preventative Maintenance:**

The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. 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. Batteries should be replaced when notified by the IPS Data

Management System. At 6-month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.

## ATTACHMENT D

### Collections

#### Cost Proposal

Below cost schedule outlines the monthly and annual cost for meter collection services based on a weekly collection cycle presented by IPS Group

Compensation Schedule Presented by IPS Group Inc.					
	Year1	Year 2	Year 3	Year 4	Year 5
Monthly Cost	\$ 5,520	\$ 5,685	\$ 5,855	\$ 6,031	\$ 6,212
Annual Cost	\$ 66,240	\$ 68,220	\$ 70,260	\$ 72,372	\$ 74,544

#### Scope of Work (SOW):

- Weekly collection of City of Emeryville parking meters.
- Meter collection will be performed by a two (2) person crew to ensure dual custody and security of meter revenue.
- Collection equipment will be provided by Serco. Meter keys to be provided by the City.
- Cost proposal includes direct labor costs, collection equipment, coin room equipment, deposit bags, armored service for money transfer to City's designated location at the Loomis Hub in Hayward, CA per required specifications of Mechanics Bank in Oakland, CA, collection van, fuel and uniforms. This designated location may be modified upon agreement in writing by the City Manager and IPS.
- Coin processing will be done at Serco San Francisco facility located at 2200 Jerrold Avenue, Unit M, San Francisco, CA 94124.
- Any special collection will be priced separately based on the proposed per trip rate.
- Data Collection will occur monthly. A Primary Audit Data report from all single space meters and pay stations will be collected and provided no less frequently than once per month and if the meter or station fails to reset contractor will report the failure to the City.

#### Performance Measures/Auditing

- City Emeryville may inspect sorting facility at any time during normal business hours. Reconciliation of the collection at meters and pay stations, sorting facility, secure truck and bank must be presented to City of Emeryville on demand.

## **Attachment E**

### **ENFORCEMENT MANAGEMENT SYSTEM**

#### **A. Trial Phase**

To ensure a successful initiation. IPS will provide Warning only citations tickets for the first 30 days after the Meters and Pay Stations Go-Live.

IPS shall: program Handheld Citation Devices for issuance of warnings only that will describe the pricing, citation rates and how to pay citations and find more information on the parking program. IPS will respond to calls regarding customer concerns and provide. At 15 days and at the end of 30 days IPS will seek the City's feedback on system function.

The City shall: provide IPS with the:

- Rates of pay by period
- Hours of operation and escalation periods
- Rates of citations

Additionally, the City shall enforce the Pilot Areas for the 30 days to ensure that the system is working, and customers understand how to use the equipment, aps, and systems.

#### **B. Post-Trial Phase**

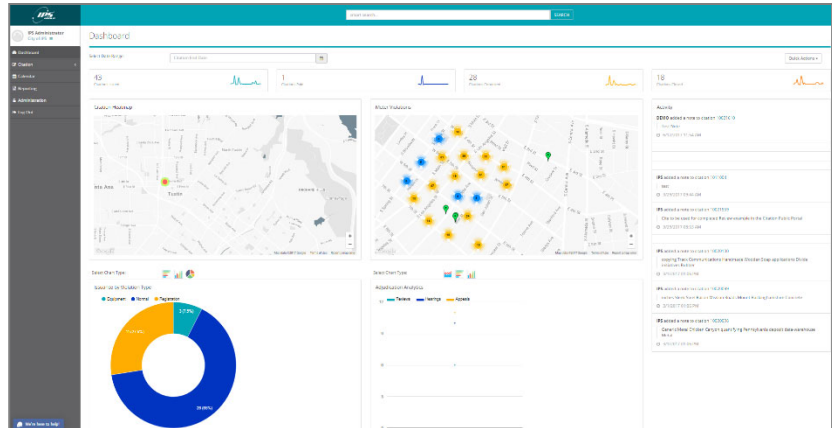
IPS will provide Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle Including:

- **Citation Entry via Handheld Mobile Device** - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process.
- **Registered Owner Inquiry** - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.
- **Payment Processing** - IPS provides a lockbox service where payments can be mailed by the public. IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website
- **DMV Interface** - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.
- **Mailing of Notices** - Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment.
- **Telephone Customer Services** - IPS trains staff with the ability to respond to calls received in English or Spanish.
- **IVR** - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the City's database in English or Spanish.
- **Collections Bureau of America (CBA) 3rd Party Collections** - CBA is a privately-held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

### Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- Option for manual citation entry
- Advanced search capability



## CITATION PAYMENT PORTAL

### Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real-time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

### Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by entering all necessary information required by the City and given the option to upload any supporting documents with the request.

IPS will:

- field inbound calls or adjudications via the portal
- submit them to the EMS and notify City staff of an appeal
- Prior to beginning parking enforcement, create written policies and procedures for City Council approval that provide for effective oversight of the parking enforcement program, which satisfies the requirements set forth in California Vehicle Code Section 40200.6 (B)
- Pursuant to California Vehicle Code § 40200.3(b), within 30 days of the City's fiscal year ending, IPS shall prepare and submit to City for review and approval a report setting forth the number of cases processed, and all sums received and distributed, together with any other information that may be required by the City.

City will

- conduct First Level Adjudication of appeals utilizing the EMS and ALPR data in the EMS for an Administrative Review. The City has contracted separately with a Hearing Officer for Second Level Adjudication to be conducted by an impartial third party. Should an appeal reach Third Level Adjudication, Court will determine outcome. IPS shall provide training in the use of the EMS for reviewing appeals.
- update Master Fee schedule for fee parking
- designate a staff person for first level appeals
- use the EMS to designate status of appeals.

### CITATION PAYMENT PORTAL PRICING

Item Description	Unit Price	Annual QTY	Total
Annual Not to Exceed			
Citation Processing Fee	\$ 1	35,000	\$ 35,000
RO Acquisition	\$ 1	10,000	\$ 10,000
Delinquent Notice Processing Fee (includes postage)	\$ 0.75	21,000	\$ 15,750
Mail In Payment (5% of citations)	\$ 0.50	1,750	\$ 875
Online Payments (25% of citations)	\$ 1	8,750	\$ 8,750
IVR Payments (25% of citations)	\$ 1	8,750	\$ 8,750
Paper Roll (200 cites per roll)	\$ 8	175	\$ 1,400
<b>Citation Costs Total</b>			<b>\$ 80,525</b>
<b>Monthly Costs</b>			<b>\$ 6,710.42</b>
<b>Minimum Cost of Using Citation Business Monthly</b>			<b>\$ 1,750</b>
<b>Minimum Cost of Using Citation Business Annually</b>			<b>\$ 21,000</b>

Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	\$5,000
Annual System License for EMS	Per user	Included
Delinquent Notice Processing fee with tracking (Includes Postage)	Per unit	\$1.25
IVR Solution (Optional)	Per month	\$250
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1
LockBox Setup (one-time fee)	Per unit	\$500
LockBox Mail-in Payments	Per unit	\$0.50
Online & IVR Secure Credit Card Payments - Gateway Fee <b>*Charged to the Public</b>	Per transaction	\$2 or 3% whichever is higher

Additional Letters and Correspondence	Per unit	\$1.25
Online Appeals	Per unit	Included

Collections	Units	Unit Price
Credit Reporting Collections	% of amount collected	35% of amount collected by collection agency

### CUSTOMER SUPPORT PROGRAM

IPS clearly understands that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

**Help Desk & Ongoing Support:** IPS will be providing telephone-based help desk services during standard business hours from 8 a.m. to 5 p.m. CST. IPS offers a toll-free telephone option (877.630.6638). Additionally, IPS provides after-hours service in case of emergency 24/7/365. Additionally, IPS will provide contact information for all IPS senior staff.

**Online Help & Manuals:** IPS provides online help tools, such as product manuals, frequently asked questions, and a portal to submit and track help tickets. IPS offers the online ability to monitor and track RMA status and view help and training videos. These tools can be accessed 24/7.

**Onsite Support:** IPS will support the City with onsite project management and technical support during the implementation phase of the Agreement. Onsite support can be extended at the request of the City. Additional onsite support services can be quoted upon request.

## Attachment F MOBILE APP PAYMENTS

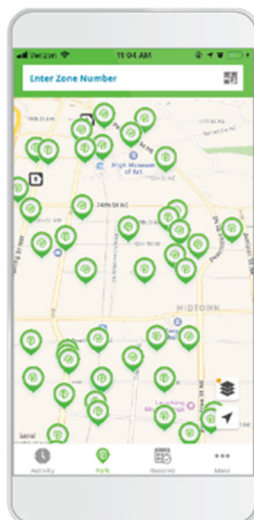
IPS will integrate with ParkMobile, so that their customers in adjoining jurisdictions can seamlessly pay for parking in Emeryville should they prefer this access for the cost of that vendor's convenience fee.

ParkMobile, which is used in both Oakland's and Berkeley's on street parking programs, allows users to register the license plate number of the car they are parking in their mobile device once, and not need to remember the license plate number when parking at kiosks or meters. Users can opt to use the app for a \$0.30 convenience fee charged to the user.

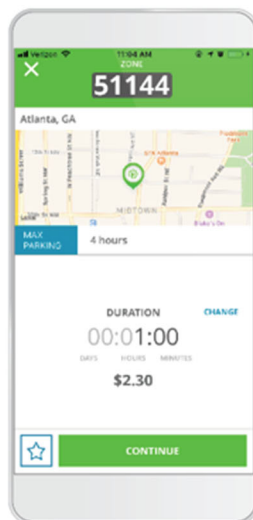
IPS will install decals for ParkMobile on each kiosk and meter and maintain decals as part of the maintenance in Attachment B.

The City shall determine if emerging payment types require ParkMobile to be the MOR and may designate ParkMobile to be MOR for those emerging payment streams. The City shall include materials for ParkMobile's Pay by Cell systems and clarify, where space is available, fees per use in City website, signage and print materials for the program.

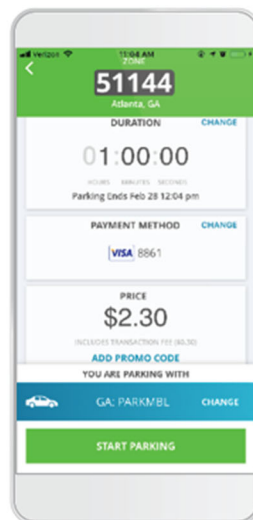
### ParkMobile OnDemand Zone Parking Smart Parking Process



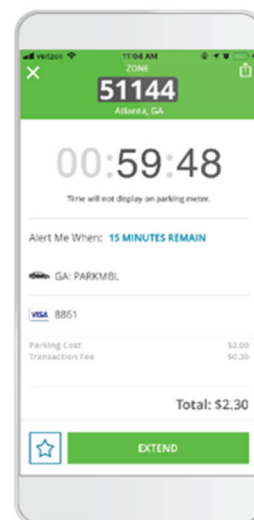
Enter your zone # by referring to nearby signage or using the map.



Select the duration of time you want to park.



Confirm your parking information and start your session.



Monitor your session and extend time remotely if needed.

## **MOBILE PAYMENTS**

### **ParkMobile Mobile Parking Pricing:**

All ParkMobile's Standard Terms and Conditions Shall Apply to this Pricing Proposal	Fees
Security & Support Fees	<b>Waived</b>
Hosting Fee	<b>Waived</b>
Maintenance Fee	<b>Waived</b>
Basic Setup Fee	<b>Waived</b>
Decals and Off-Street Signs	<b>Waived</b>
Data Costs	<b>Waived</b>
<b>Mobile Payment (Zone Parking) Transaction Fee where either Emeryville or ParkMobile serve as Merchant of Record (MOR).</b>	<b>\$0.30</b>

If ParkMobile is Merchant of Record (MOR), the processing fees for payments is 3% plus \$0.15 per transaction.

Attachment G  
Data and Software Licensing Services and Costs

**DATA MANAGEMENT SYSTEM**

The IPS Data Management System (DMS) is a real-time, web-based application that allows parking professionals to remotely monitor their parking network from anywhere, at any time.

**Reporting & Analytics**

A comprehensive set of financial, technical, and administrative reporting features paired with remote meter configuration make the DMS both intuitive and powerful. DMS analytics creates a visual representation from large tables of data to help managers gain helpful insight into the patterns and trends of their parking program and leverage this information to derive future strategy and optimize systems.

All reports are flexible with customized views for comparison purposes and/or to reveal “what-if” scenarios. With these fully integrated tools, customers can better manage the financial aspects of the Park’s parking program. All reports can be exported into various formats, including XLS, CSV, and PDF.

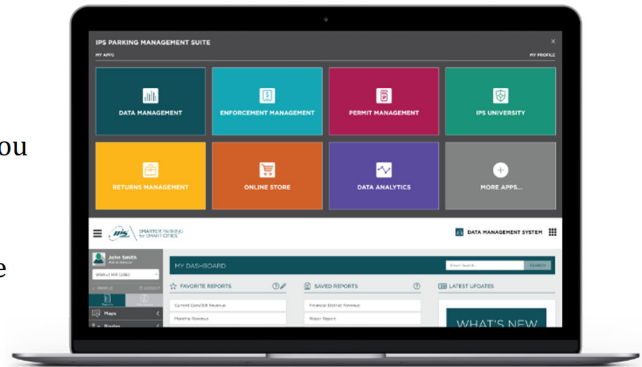
**Seamless Integration**

The DMS allows managers to seamlessly integrate parking meters with vehicle detection sensors, pay-by-cell capability, and other smart applications. A standard web browser is the only tool required to access the DMS and to make changes/ configurations to the Park’s meters.

- Hardware requirements: IPS provides a hosted DMS; there is no local hardware required other than internet access.
- Network requirements: IPS recommends a high-speed internet connection to the DMS service, such as cable or DSL access.
- Operating system software requirements: An internet browser is the only tool required to access the system. Windows and Apple iOS are typical.
- Browser requirements: Any current internet browser will be sufficient to access the IPS DMS. MS Explorer, Mozilla Firefox, Google Chrome, iOS supported browsers are all compatible, including mobile phone browsers.

## Primary Features

- Real-time updates and live alerts
- Customizable routes to maximize efficiency
- Seamless integration with all IPS meters and sensors
- Flexibility to use as much, or as little data as you choose
- Ability to monitor meter health remotely
- Analytics view options to turn data into usable charts
- User profiles to control access
- Compatibility with Android OS and Apple iOS



AMG Payment Solutions (“AMG”) will be providing merchant processing services to the City of Emeryville’s (“City”) parking operations. The City will execute a standard AMG merchant account application (“AMG Application”) for each required merchant account. AMG will establish merchant accounts for the City through AMG’s ISO relationship with First Data Merchant Services (“First Data”) at pricing of Interchange plus \$0.05 per transaction. Interchange Fees (based on card type) and Card Association Fees (Visa/MasterCard/Discover/Amex) are a pass through from First Data to the City. Interchange information is available from Visa and Master card online resources. Card Association Fees are set forth in the AMG Application.

City merchant accounts, as applicable will be set up by AMG to qualify for IPS Preferred Interchange pricing of 1.70% + \$0.05 (“IPS Interchange”) on small ticket regulated debit card transactions.

AMG’s pricing over Interchange (\$0.05) will not change for the life of the contract between the City and First Data. AMG agrees that pricing over Interchange (\$0.05) will not change for the life of the contract between the City and IPS. AMG agrees that AMG merchant accounts (as applicable) will include IPS Interchange for as long as IPS Interchange is made available to IPS and AMG.

For illustrative purposes, should revenue total \$832,000 with average transaction of \$2.50 and 75% of all payment by card, with 50% credit card and 50% debit card, these fees would not exceed \$50,000 with 80% credit card usage costs escalate. In addition to merchant processing fees for card transactions, Gateway charges charged for use of the data system are monthly on each kiosk and meter.

City shall provide all staff for enforcement of the program, designate staff for training in the EMS and designate reports to be provided at start-up. City shall issue warnings per the trial schedule provided by IPS.

**Ongoing Data Management and Merchant Processing Fees**

<b>Item Description</b>	<b>Monthly Cost/Per Unit</b>	<b>Months</b>	<b>Units</b>	<b>Annual Cost</b>
MSM DMS and Gateway Charges	\$ 55	12	70	\$46,200
Secure Credit Card Gateway Fee (per transaction)	Included			
SSPM DMS and Gateway Fee (assume Option 2)	\$ 8	12	30	\$2,880
Merchant Processing Estimated	Various	12	NA	\$52,908
Estimated Gateway Fees (assuming 30 credit card transactions per single space meter per month) (assume Option 2)	\$ 1.80 (\$0.6/transaction with 30 transactions)	12	30	\$648
<b>Costs Total</b>				<b>\$102,636</b>
<b>Monthly Costs</b>				<b>\$8,553</b>

<b>M5™ Ongoing Fees</b>	<b>Option 1</b>	<b>Option 2</b>
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.75	\$8
Secure Credit Card Gateway Fee (per transaction)	\$0.13	\$0.06
Optional: Merchant Processing Fees (per transaction)	see terms above	

<b>Vehicle Detection Sensors Ongoing Costs</b>	<b>Cost per space per month</b>	<b>M</b>	<b>Units</b>	<b>Annual Cost</b>
Management System/Base Data Fee	\$3.50	12	30	\$1,260
Optional: Real Time Reporting Fee	\$2.75	12	30	\$990
Subtotal				\$2,250

<b>Citation Devices</b>	<b>Unit</b>	<b>Cost per unit</b>	<b>Not to Exceed Units</b>	<b>Not to Exceed Total</b>
N5 Data Plan	Per unit /per year	\$660	3	\$1,980
Handheld Support	Per unit/Per year	\$720	3	\$2,160
Software License (one-time fee)	Per Unit	Included in equipment purchase		
Subtotal				\$4,140

## Attachment H PERMIT MANAGEMENT SOLUTION

IPS shall install its Permit Management solution to offer the City the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a true cloud-based system available 24/7. Online reporting of payments and other permit activities provides the City with maximum visibility to track and analyze data and better manage the existing nascent permit program at Emeryville Unified School District and City Residential Parking Permits. IPS will improve the customer service experience offered to the public with a user-friendly Permit Public Portal. IPS offers convenient payment options, and the ability to print temporary permits upon purchase. Our solution provides the flexibility of an unlimited amount of permit types and rates including residential, guest, and daily permits, offered in multiple formats such as decals, hang tags, or electronic permits. The IPS Permit Management solution will be integrated with the Enforcement Management. IPS will provide comprehensive online reports exported in Excel and PDF

- Process and generate renewal letters
- Provides temporary permits immediately
- Waiting List Management
- Secure log-in and access to permit information 24/7
- Online registration and permit ordering
- Vehicle and permit data uploaded in real time
- Void lost, damaged and stolen permits
- Customizable interface to match City branding

The existing program for EUSD employees and a few block faces of residents can be offered the most current and accurate permit information by license plate number, location, contact name, or permit number, and order status, 24/7. Comprehensive online reporting of payments and other activities provides maximum visibility for more efficient management. The permit system allows for real-time validation of vehicle registration information through integration with the Department of Motor Vehicles (DMV).

The City will provide the existing business rules established by the City and School District including income verification for income eligible residents. City shall determine the authentication requirements to include as part of the fulfillment process. City will direct IPS to mail permits

If a customer purchases their permit in-person at the City, IPS can ship the permit to the customer. The permits may be issued directly to the customer by the City if permit supplies are held in house.

### **PERMIT PUBLIC PORTAL**

The Permit Public Portal will allow customers to purchase and renew parking permits online as well as review rates and availability, apply for a permit, upload verification documents and pay online.

Account creation is easy. Applicants create their account and include vehicle information, contact information, and payment information, which streamlines the application process and eliminates the hassle of mailing forms or waiting in line to complete the process in person.

The System allows customers to upload any documents required by the City in order to complete their application, which is then verified by IPS or City staff. During the application review, City staff will view the uploaded files and approve or deny the application immediately.

#### **Permit Management System Fee Schedule**

Permits	Units	Unit Price
One Time Setup	Per unit	\$4,000
Per Permit	Per unit	\$2
Permit Fulfillment (Verification)	Per unit	\$1
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee <b>*Charged to the Public</b>	Per transaction	\$2 or 3% whichever is higher

:

Attachment I  
Extended Warranty

The City is purchasing the extended warranties on:

- Multi-space meters,
- Single space meters
- Handheld citation devices and printers and
- LPR

Of three to five years as specified below, to be adjusted, as needed, based on actual units purchased, but not to exceed \$144,383 for warranties of the following term for the following products:

- 5 years MS1™ Multi-Space
- 4 years extension plus 1 year, included (5 years) M5™
- 5 years Vigilant ALPR
- 3 years N5 Printers
- 5 years ZQ320

Exclusions

Notwithstanding anything to the contrary contained herein the obligations of IPS in terms of this agreement exclude the following from coverage by Extended Warranty:

- i) Any form of vandalism;
- ii) Any act of Force Majeure including any act or omission beyond the reasonable control of IPS GROUP, INC.

City shall commission preventive maintenance from IPS to ensure preventive maintenance warranty provisions are met.

**MULTI-SPACE METERS**

MS1™ Multi-Space	Price Per Unit	Not to Exceed Units	Years	Price per Year	Not to Exceed price
Optional: Extended Warranty (per 12-month period)	\$295	70	5	\$20,650	\$103,250

**Meter and Sensor Capital**

M5™ IPS Credit Card-Enabled Single-Space Meter	Price per unit	Not to Exceed Units	Not to Exceed Price
Base price includes a 12-month warranty	Included		Included
Extended Warranty (48-month period)	\$170	30	\$5,100

**ALPR**

License Plate readers - Warranty	Units	Unit Price	Not to Exceed	Not to Exceed
Warranty (1 year)	Per unit	\$4,635	3	\$13,905
Warranty (2-5 years)	Per unit	\$6,300	3	\$18,900
Subtotal – 5 years				\$32,805

**ENFORCEMENT/PERMITTING SYSTEMS**

Citations Equipment - Warranty	Units	Unit Price	Not to Exceed Units	Not to Exceed Price
N5 Print - 3 Year Warranty (Optional)	Per unit	\$785	3	\$2,355
ZQ320- 5 Year Warranty (Optional)	Per unit	\$190	3	\$570
Subtotal				\$2,925

Total				\$144,080
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**IPS Limited Warranty**

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation.

**Additional Warranty Provisions:**

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer.
- 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.
- IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty.
- THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS

LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS 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.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, 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.

**Exclusions:** Warranty voided with use of imitation or non-genuine IPS replacement parts, unauthorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. 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].

Attached is Vigilant Full Warranty as I.1



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Families and Communities*

## **Vigilant Solutions - Extended Hardware Warranty Policy**

Vigilant Solutions, LLC ("Vigilant") values your business and always attempts to provide you the very best of service. Below is Vigilant's extended Hardware warranty policy that describes the terms and conditions of Hardware replacement and repair.

### **Warranty Policy**

This policy warrants Hardware distributed by Vigilant to authorized Vigilant dealer and/or distributors, or sold directly by Vigilant. This warranty extends to the original retail purchaser only and commences on the date of original retail purchase. This policy warrants that all materials be free of material defect for a period extended beyond the standard warranty period as entitled by the purchasing documents.

Vigilant will either replace or repair any Hardware, or component thereof, that has been determined by Vigilant to be defective throughout the extended warranty period. Vigilant reserves the right to replace any Hardware found to be defective with re-certified Vigilant Hardware in accordance to the terms and conditions of this policy.

Only qualifying items returned to an authorized Vigilant return center will be warranted under this limited policy. If your Hardware was purchased as a component integrated within a system by a system manufacturer, the limited warranty provided by Vigilant is limited to only Hardware provided by Vigilant. Please contact the place of purchase or the system manufacturer directly for warranty service.

There are no warranties which extend beyond the face of the limited warranty. Vigilant disclaims all other warranties, express or implied, regarding the Hardware, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In the United States, some states do not allow the exclusion of implied warranties, so the above exclusion may not apply.

### **Limitation of Warranty**

Your exclusive remedy for any defective Hardware is limited to the repair or replacement of the defective unit. Vigilant may elect which remedy or combination of remedies to provide in its sole discretion.

Vigilant shall have a reasonable time after determining that defective Hardware exists to repair or replace such defective Hardware. Vigilant's replacement Hardware under its limited warranty will be manufactured from new and/or serviceable used or re-certified parts.

Vigilant's warranty applies to repaired or replaced Hardware for the balance of the applicable period of the original warranty.

Vigilant's warranty does not cover Hardware which has been received improperly packaged, altered, or physically damaged. All Hardware is subject to Vigilant inspection upon receipt.



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### **Recertified Hardware (USA and Canada)**

Vigilant recertified Hardware may consist of customer return units and may be repaired. All replacement Hardware components are tested and determined to meet Vigilant's stringent quality standards before they are sold or replaced as re-certified. Please note that some re-certified items may have marks, scratches, or other slight signs of wear.

All recertified Hardware carries a manufacturer's limited warranty throughout the extended warranty period as measured from the original date of purchase.

### **Return Material Authorization (RMA)**

Vigilant warranty claims must be initiated on the Vigilant website for a Return Material Authorization ("RMA") number at [Vigilant RMA Request](#). If it is determined that the Hardware may be defective, an RMA number will be issued with instructions for Hardware return. Unauthorized returns will be returned to the customer at the customer's expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an approved shipping container. To request an RMA, please contact your local authorized Vigilant dealer.

### **Warranty Limitations**

Vigilant's limited warranty provides that, subject to the following limitations, Hardware will be free from defects in material and workmanship and will conform to Vigilant's specification(s).

#### **Limitation of Damages**

Vigilant's entire liability for any defective Hardware shall in no event exceed the purchase price for the defective Hardware. **This limitation applies even if Vigilant cannot or does not repair or replace any defective Hardware and your exclusive remedy fails of its essential purpose.**

#### **No Consequential or Other Damages**

Notwithstanding anything else in this policy or otherwise, Vigilant will not be liable with respect to the Hardware under any contract, negligence, strict liability or other legal or equitable theory (I) for any amount in excess of the purchase price for the defective Hardware or (II) for any general, consequential, punitive, incidental or special damages. These include loss of recorded data, interruption of use, the cost of recovery of lost data, lost profits and the cost of installation, or removal of any Hardware, the installation of replacement Hardware, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Hardware arising from a defect in any Hardware. This section does not limit liability for bodily injury of a person.



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In the United States, some states do not allow exclusion for limitation if incidental or consequential damages, so the limitation above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

### **Use of Hardware**

Vigilant will find the limited extended warranty to be void under the following conditions:

- Hardware not sold by Vigilant or one of its distribution partners;
- Hardware found to be stolen from Vigilant
- Asserted defect(s) found to be not present;
- Asserted defect(s) cannot reasonably be fixed because of damage which occurred when the Hardware was in possession of someone other than Vigilant
- Asserted defect(s) are attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external covers unless authorized to do so by Vigilant or authorized Vigilant agent);
- Asserted defect(s) are the result of accident, mishandling, misuse or misapplied application use while in the possession of someone other than Vigilant
- The Hardware was not sold as new (except Hardware replaced under this warranty)

### **Disclaimer**

EXCEPT FOR THE WARRANTY PROVIDED IN THIS VIGILANT LIMITED EXTENDED WARRANTY, THE VIGILANT HARDWARE, AND RELATED SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, VIGILANT DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS OF A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION OR QUIET ENJOYMENT OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VIGILANT IS NOT RESPONSIBLE FOR ANY INCOMPATIBILITY OF THE SOFTWARE WITH HARDWARE NOT PROVIDED BY VIGILANT. VIGILANT DOES NOT WARRANT THAT VIGILANT SOFTWARE SUPPLIED UNDER THIS AGREEMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. VIGILANT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE FUTURE SUCCESS OF THE VIGILANT HARDWARE OR THE VOLUME OF ANY PURCHASES THAT MAY BE MADE UNDER THIS AGREEMENT. TO THE EXTENT THAT VIGILANT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

For questions or concerns, please contact Vigilant's support team:

[sales@vigilantsolutions.com](mailto:sales@vigilantsolutions.com)

[support@vigilantsolutions.com](mailto:support@vigilantsolutions.com)

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Attachment J – Schedule

# METER PROJECT IMPLEMENTATION PLAN

[illegible]