



Finance Committee

Tuesday, June 8, 2021

8:30 a.m.

Brea Civic & Cultural Center
1 Civic Center Circle, Brea, California, 92821

MEMBERS: Council Member Christine Marick and Council Member Marty Simonoff
ALTERNATE: Mayor Pro Tem Cecilia Hupp

This meeting is being conducted consistent with Governor Newsom's Executive Order N-29-20 dated March 17, 2020, regarding the COVID-19 pandemic. The Finance Committee meeting will be held on June 8, 2021 at 8:30 a.m. and the public is welcome to participate. To provide comments in person, the Executive Conference Room will be open to a limited number of members from the public in observance of social distancing guidelines; masks, temperature checks and screening will be required. To provide comments by teleconference (Zoom), members of the public must contact City Staff at (714) 990-7676 or arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, June 7, 2021 to obtain the Zoom meeting ID number and password. Participants will be muted until recognized at the appropriate time by the Committee. Written comments may be sent to the Administrative Services Department at arlenem@cityofbrea.net no later than 12:00 p.m. on Monday, June 7, 2021. Any comments received via email will be summarized aloud into record at the meeting.

The Finance Committee agenda packet can be viewed on the City of Brea website at: <https://www.ci.brea.ca.us/509/Meeting-Agendas-Minutes>. Hard copies of the agenda packet are available via USPS with proper notice by calling (714) 990-7676. Materials related to an item on the agenda submitted to the Finance Committee after distribution of the agenda packet are available for public inspection during normal business hours in the Finance Division located on third floor lobby of the Civic & Cultural Center at 1 Civic Center Circle, Brea, CA 92821. Such documents may also be available on the City's website subject to staff's ability to post documents before the meeting.

CALL TO ORDER / ROLL CALL

1. **Matters from the Audience**

CONSENT

2. May 25, 2021 Finance Committee Regular Meeting Minutes

DISCUSSION

3. **Software Service Agreement with iNet, Inc (dba iParq) for an Online Parking Permit System**
- Approve the Software as a Service Agreement (SaaS) between the City of Brea and iNet, Inc. (dba iParq) for an online parking permit system in an annual amount not-to-exceed \$25,000 for a term of one year with three optional one-year extensions and authorize the Community Development Director or designee to execute, administer and take the necessary actions to implement the agreement.

4. **Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc.** - Proceed to City Council for approval of Amendment No. 2 to Professional Services Agreement (PSA) with Keyser Marston Associates, Inc. (KMA) to provide financial analysis services for the Acacia Apartments project and Trumark affordable for sale units at Central Park Village in the additional amount of \$30,250.
5. **Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2021-22** - Approve and authorize staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2021-22 through 2027-28 to comply with Measure M2 eligibility criteria; and Adopt a Resolution concerning the status and update of the Circulation Element, Mitigation Fee Program, and Pavement Management Plan for the Measure M (M2) Program.
6. **Acceptance of Contract and Notice of Completion for Contract with Stephen Doreck Equipment Rentals, Inc., CIP No. 7311, CIP No. 7453; and CIP No. 7464** - Accept project as complete and authorize City Clerk to record a Notice of Completion and to release the Payment and Performance Bond upon notification from the Public Works Department.
7. **Purchase of New Schwarze CNG Model A7 Tornado Street Sweeper** - Approve issuance of purchase order in the amount \$323,978.12.
8. **Schedule Next Meeting:** June 29, 2021

cc: Mayor Steven Vargas and Council Member Glenn Parker

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 990-7757. Notification 48 hours prior to the meeting will enable City staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members
FROM: Bill Gallardo
DATE: 06/08/2021
SUBJECT: May 25, 2021 Finance Committee Regular Meeting Minutes

RECOMMENDATION

Approve.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager
Prepared by: Alicia Brenner, Senior Fiscal Analyst
Concurrence: Cindy Russell, Administrative Services Director

Attachments

05-25-2021 Draft Minutes



DRAFT FINANCE COMMITTEE MINUTES

**Tuesday, May 25, 2021
8:30 AM**

Brea Civic & Cultural Center, 1 Civic Center Circle, Brea, California

CALL TO ORDER / ROLL CALL

ATTENDEES: Mayor Pro Tem Cecilia Hupp, Council Member Christine Marick, Chris Emeterio, Tony Olmos, Cindy Russell, Bill Bowlus, Faith Madrazo, Alicia Brenner and Marie Dao

1. **Matters from the Audience** – *None.*

CONSENT

2. **May 11, 2021 Finance Committee Regular Meeting Minutes** – *Approved.*

DISCUSSION

3. **Amendment No. 2 to Professional Services Agreement (PSA) with Stantec in the Additional Amount of \$14,300** – *Recommended for City Council approval.*
4. **Professional Services Agreement with Housing Programs for City's Housing Rehabilitation Program** – *Recommended for City Council approval.*
5. **Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc** – *The Committee discussed item and directed staff to review and exclude future tasks performed on behalf of the developer. Item to return to Finance Committee at a future meeting date.*
6. **Schedule Next Meeting:** Tuesday, May 25, 2021

Meeting adjourned: 8:37 AM

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Tracy Steinkruger

DATE: 06/08/2021

SUBJECT: Software Service Agreement with iNet, Inc (dba iParq) for an Online Parking Permit System

RECOMMENDATION

Approve the Software as a Service Agreement (SaaS) between the City of Brea and iNet, Inc. (dba iParq) for an online parking permit system in an annual amount not-to-exceed \$25,000 for a term of one year with three optional one-year extensions and authorize the Community Development Director or designee to execute, administer and take the necessary actions to implement the agreement.

BACKGROUND/DISCUSSION

The City of Brea established an overnight parking program in 1951 which restricts the parking of vehicles on public streets between the hours of 2:00 am and 6:00 am. This program is managed in the Community Development Department and can be very time consuming for staff to administer as it requires verification of several site-specific conditions.

In 2009, as part of our internal initiatives to find further efficiencies for providing services, staff initiated a pilot program to automate the overnight parking permit program. We have worked with our vendor, iParq (iParq.com), over that period to use its web tools and online permitting technology to greatly reduce in-house staff resources necessary to manage and implement this program, as well as make it easier for the customer to perform many permitting tasks online, at their convenience.

Historically, approximately 2,500 parking permits are sold each year in the City of Brea. Implementing the iParq online program has resulted in 2,000 permits being sold online which is equivalent to 80 percent. The pilot program proved to be a success and the Community Development Department continues the use of iParq to offer the community easy access to purchasing parking permits online.

Our recent discussions with iParq have identified the ability for cost savings as compared to costs for the technology and permitting tools we have used over the past years of using the iParq system. A Software as a Service Agreement with iParq is proposed to memorialize terms and details going forward. As an authorized contractor under the National Cooperative Purchasing Alliance (NCPA) under federal legislation, iParq complies with the necessary tests for procurement of services without the need to seek further vendors. Simply, this authorization is only provided to vendors which have achieved competitive bidding criteria resulting in savings to municipal agencies. Additionally, the nature of this service is

specialized and finding a vendor to meet Brea’s specific needs could prove challenging.

The updated contract adjusts the online permit base price to \$3.36 per transaction in lieu of the existing \$4.95 fee. The new contract will provide cost savings, as compared to our current pricing, and is projected to result in an estimated annual savings of \$3,128 as compared to current pricing. The reduced rates are largely due to iParq’s participation in the NCPA program and locking in rates via the proposed SaaS. The NCPA certification provides the City with a service at a competitive price and saves the City time from going through the formal procurement process, resulting in additional cost savings.

The overnight parking permit fee is currently \$30 a year when purchased in-person at City Hall or \$20 plus a \$1 shipping fee if purchased online. Annually, parking permits bring in approximately \$57,000. Under current pricing, the cost is approximately \$74,000 and consists of iParq related products and services (at the current rate) as well as City costs for postage and administration of the program. The savings realized under the proposed SaaS will help offset staff related costs and overhead associated with administering the overnight parking permit program which are not covered by the current fee.

The table below summarizes the changes staff was able to negotiate in costs for iParq fulfillment services. This is the only portion that affects the end user as the overhead and administration fees remain the same. In addition to the per permit savings, iParq will further customize the City’s existing parking website portal to better serve the community. The table below estimates permit transactions during a typical year.

Issuance method	Old Contract	Proposed Contract	Savings or (Expense)
100 permits Over the counter	\$199	\$251	(52)
2000 permits Online	\$9,900	\$6,720	\$3,180
Total	\$10,099	\$6,971	\$3,128

There will be no increases in costs to residents for the purchase of an overnight parking permit. The current fees adopted per fee schedule are \$21.00 for online purchase and \$30.00 for in-house purchase at the Civic Center.

SUMMARY/FISCAL IMPACT

The cost of services and products of the iParq SaaS will be reimbursed by overnight parking permit revenues with no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Gabriel Linares, Deputy Director of Community Development and Building & Safety Manager

Attachments

Saas Agreement
sole source justification
NCPA

MASTER AGREEMENT

SOFTWARE AS A SERVICE

This agreement ("Agreement") is entered into and is effective as of [REDACTED], 2021 ("Effective Date"), by and between the City of Brea located at 1 Civic Center Circle, Brea, California 92821 ("City") and INet, Inc., DBA iParg, a Delaware corporation located at 4240 W. Flamingo Rd #201 Las Vegas NV, 89103 ("Service Provider").

RECITALS

WHEREAS, City requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs;

WHEREAS, City requested a proposal from Service Provider for such services;

WHEREAS, Service Provider has experience and expertise in the business of providing the required services;

WHEREAS, Service Provider submitted a proposal to City to perform such services on behalf of City;

WHEREAS, based on Service Provider's superior knowledge and experience relating to the required services, City has selected Service Provider to provide and manage the services;

WHEREAS, Service Provider wishes to perform the required services and acknowledges that the successful performance of the services and the security and availability of City's data are critical to the operation of City's business; and,

WHEREAS, Service Provider has agreed to provide the required services to City, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to City certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.
 - 1.1 Authorized Users. Unless otherwise limited herein, Service Provider grants City a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any City employee, contractor, or agent, or any other individual or entity authorized by City, (each, an "Authorized User") to access and use the Services. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.
 - 1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of license to use intellectual property in software form, to City by Service Provider.

- 1.3 Changes in Number of Authorized Users. City is entitled to increase or decrease the initial number of Authorized Users (“Minimum Commitment”), on an as-requested basis; provided, however, that City shall maintain the Minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment. Should City elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users specified in Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from City’s written request.
- 1.4 Control and Location of Services. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of City. Any and all permitted cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. Except as otherwise expressly set forth in Exhibit A, the Services (including all data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein, and all such locations shall be disclosed to City annually and within thirty (30) days of the effective date of this Agreement.
- 1.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City’s prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider’s use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.
- 1.4.2 Offensive or Disparaging Content. Where the Services or any web services affiliated with the Services contain offensive content or portray City in a disparaging way, either as solely determined by City, Service Provider shall immediately remove the offensive or disparaging content and City shall have the right, at City’s sole election, to: (a) immediately terminate this Agreement or any portion thereof corresponding to the offending or disparaging content, and be entitled to a return of any prepaid fees, as liquidated damages and not as a penalty; or, (b) obtain or retain, as the case may be, all fees paid or payable for the entire period of the then-current term, as liquidated damages and not as a penalty, associated with that portion of this Agreement corresponding to the offending or disparaging content.
- 1.5 Development and Test Environments. In addition to production use of the Services, City is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with City’s requests in managing the non-production environments such as refreshing City Data upon request.
- 1.6 Documentation. The documentation for the Services (“Documentation”) will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can become self-reliant with respect to access and use of the Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge.
- 1.7 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, City, at City’s sole election and in City’s sole determination, shall: (a) have, in addition to any other rights and remedies under this

Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, City shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to City without any increase in the Services Fees.

- 1.8 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to “click through” or otherwise accept or made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.
- 1.9 Modification of the Services. The City’s Director of Information Technology shall be authorized to waive, in writing, any of the Service Provider’s obligations with respect to the Services, where deemed to be in the City’s best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.
- 1.10 Compliance with All Laws. In providing the Services, the Service Provider shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

2. Service Levels.

- 2.1 Service Levels; Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit “_” hereto. Time is of the essence in the performance of the Services.
- 2.2 Service Level Reporting. On a monthly basis, in arrears and no later than the fifteenth (15th) calendar day of the subsequent month following the reporting month, Service Provider shall provide reports to City describing the performance of the Services and of Service Provider as compared to the Service Level Standards; provided, however, that a City Satisfaction Service Level Survey shall be conducted by Service Provider each year on the anniversary of the Effective Date and the results shall be reported to City by Service Provider no later than the fifteenth (15th) calendar day of the subsequent month following such anniversary date. The reports shall be in a form agreed-to by City, and, in no case, shall contain less than the following information: (a) actual performance compared to the Service Level Standard; (b) the cause or basis for not meeting the Service Level Standard; (c) the specific remedial actions Service Provider has undertaken or will undertake to ensure that the Service Level Standard will be subsequently achieved; and, (d) any Performance Credit due to City. Service Provider and City will meet as often as shall be reasonably requested by City, but no less than monthly, to review the performance of Service Provider as it relates to the Service Levels. Where Service Provider fails to provide a report for a Service Level in the applicable timeframe, the Service Level shall be deemed to be completely failed for the purposes of calculating a Performance Credit. Service Provider shall, without charge, make City’s historical Service Level reports available to City upon request.
- 2.3 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure

that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

2.3.1 Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any prepaid fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the City's ability, as solely determined by City, to use the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

2.4 Audit of Service Levels. No more than quarterly, City or City's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Service Provider shall immediately owe to City the applicable Performance Credit.

3. Support; Maintenance; Additional Services.

3.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit "A". The Services Fees shall be inclusive of the fees for all Technical Support.

3.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Edge, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

3.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to City of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to City and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

3.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that City rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be

deemed to be accepted by City and Service Provider shall be entitled to introduce the maintenance changes into production.

- 3.3 Training Services. Service Provider shall provide the Training Services if requested, as described in Exhibit A.
4. Escrow Agreement. At no additional cost to City and upon City's request, Service Provider agrees to place in escrow with an escrow agent copies of the most current version of the source and object code for the applicable software that is included as a part of the Services as well as all necessary components to ensure proper function of such software including but not limited to any application program interfaces, configuration files, schematics of software components, build instructions, procedural instructions, and other documentation (collectively, the "Software"). The Software shall also include all updates, improvements, and enhancements thereof from time to time developed by Service Provider and which are necessary to internally support the Services for the benefit of City. Service Provider agrees that upon the occurrence of any event or circumstance which demonstrates with reasonable certainty the inability or unwillingness of Service Provider to fulfill its obligations to City in providing the Services, as determined solely by City, City shall be entitled to obtain the then-current Software from the escrow agent. At the sole election of City, City shall have the right to: (a) perform, at City's cost and no more than annually, via a third-party escrow verification service that is independent of Service Provider and the escrow agent, a verification of Service Provider's compliance with its escrow obligations hereunder including but not limited to a full usability test of the Software; (b) obtain, at no additional cost to City and no more than annually, the full usability test results of the Software, such test as performed by a third-party contracted by Service Provider; and, (c) contract with, at City's cost, a third-party that is independent of Service Provider to perform services relating to the backup and recovery of the Services and / or City Data. Service Provider agrees to reasonably cooperate with all third-parties contracted by City for purposes of this provision. Where City determines, in City's sole determination, that Service Provider has failed to fulfill its escrow obligations, City shall, at City's sole election: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) be due from Service Provider twenty-five percent (25%) of the annualized Services Fees for the then-current contract year as liquidated damages and not as a penalty.
5. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of City's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from City its certification of compliance with the permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of Authorized Users, City, at City's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.
6. Change Control Procedure. City may, upon written notice, request changes to the scope of the Services under Exhibit A. If City requests an increase in the scope, City shall notify Service Provider, and, not more than five (5) business days (or other agreed upon period) after receiving the request, Service Provider shall notify City whether or not the change has an associated cost impact. If City approves, City shall issue a change order, which will be executed by the Service Provider. City shall have the right to decrease the scope, and the associated fees will be reduced accordingly.
7. Term and Termination; Renewals.
- 7.1 Term. This Agreement is legally binding as of the Effective Date and shall continue for three (3) years ("Initial Term") unless extended, or sooner terminated, as provided for herein. Following the Initial Term and unless otherwise terminated as provided for in this

Agreement, this Agreement may be renewed for up to three (3), successive one (1) year terms (each, a "Renewal Term") unless sooner terminated by a party providing the other party with written notice of termination.

- 7.2 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, a party may terminate this Agreement for convenience upon not less than sixty (60) days prior written notice to the other party.
- 7.3 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 7.4 Payments upon Termination for Convenience. Upon the termination of this Agreement, City shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to City all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any. As compensation for any administrative costs incurred by Service Provider due to City's termination for convenience, and unless otherwise agreed upon by the parties, City shall pay, or Service Provider shall retain if fees were prepaid, one (1) month's worth of additional fees calculated prorata. Any remaining prepaid funds shall be refunded to City.
- 7.5 Return of City Data. Upon the termination of this Agreement, Service Provider shall, within one (1) business day following the termination of this Agreement, provide City, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the City Data in the format specified by City. Further, Service Provider shall certify to City the destruction of any City Data within the possession or control of Service Provider, in accordance with Section 12.5, but such destruction shall occur only after the City Data has been returned to City. This Section shall survive the termination of this Agreement.
- 7.6 Renewals. Should the Services continue beyond the Initial Term, the Services Fees for the Renewal Term may be increased no more than two percent (2%) on an annualized per-user basis.
8. Transition Services. Provided that this Agreement has not been terminated by Service Provider due to City's failure to pay any undisputed amount due Service Provider, Service Provider will provide to City and / or to the service provider selected by City ("Successor Service Provider") assistance reasonably requested by City to effect the orderly transition of the Services, in whole or in part, to City or to Successor Service Provider ("Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to City or Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Service Provider's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

9. Fees; Billing. City shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by City of an invoice from Service Provider.
- 9.1 Billing Procedures. Service Provider shall bill to City the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) City's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall forward invoices in hardcopy format to [City of Brea, Community Development Department, attention: Building & Safety].
- 9.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that City is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.
- 9.3 Credits. Any amounts due to City, such as a Performance Credit, from Service Provider may be applied by City, at the sole election of City, against any current or future fees due to Service Provider. Any such amounts that are not so applied by City shall be paid to City by Service Provider within thirty (30) calendar days following City's request. This Section shall survive the termination of this Agreement.
- 9.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the City.
- 9.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, City in a format that will permit audit by City for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement. For the term of this Agreement, upon City's written request, Service Provider shall provide City with a copy of its annual American Institute of Certified Public Accountants Service Organization Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles), or successor form of SOC reports.
- 9.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to City by Service Provider, City is entitled to disclose to a third-party this Agreement, and any other data pertaining to fees paid or payable by City to Service Provider.
- 9.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) City is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.
10. Representations and Warranties.
- 10.1 Mutual. City and Service Provider each represent and warrant that:

- 10.1.1 City is a public entity, and Service Provider is a business, duly incorporated or established, validly existing, and in good standing under the laws of its state of incorporation;
 - 10.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
 - 10.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
 - 10.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
 - 10.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.
- 10.2 By Service Provider. Service Provider represents and warrants that:
- 10.2.1 it is in the business of providing the Services;
 - 10.2.2 the Services are fit for the ordinary purposes for which they will be used;
 - 10.2.3 it is possessed of superior knowledge with respect to the Services;
 - 10.2.4 it acknowledges that City is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to City;
 - 10.2.5 it knows the particular purpose for which the Services are required by City;
 - 10.2.6 it is the lawful licensee or owner of the Services (excluding any City Data therein) and has all the necessary rights in the Services to provide the Services to City;
 - 10.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other intellectual proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;
 - 10.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;

- 10.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;
- 10.2.10 it will use its best efforts, but not less than commercially reasonable efforts, to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into City's computing and network environment by the Services, and that, where it transfers a Virus to City through the Services, it shall reimburse City the actual, documented cost incurred by City to remove or recover from the Virus, including the costs of persons employed by City to perform such services;
- 10.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of City Data will result from such items if present in the Services;
- 10.2.12 in the case of City's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of City Data; and,
- 10.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

11. City Data.

- 11.1 Ownership. City's data ("City Data," which shall also be known and treated by Service Provider as Confidential Information) shall include: (a) City's data collected, accessed, used, processed, stored, or generated as the result of the City's use of the Services; and, (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Except where subject to a third party's intellectual property rights, all City Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same belongs to City. This Section shall survive the termination of this Agreement.
- 11.2 Service Provider Use of City Data. Service Provider is provided a limited license to access City Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display City Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to City Data only to those employees of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Service Provider's own purposes or for the benefit of anyone other than City without City's prior written consent. This Section shall survive the termination of this Agreement.

- 11.3 Access to, and Extraction of City Data. City shall have full and complete access to, and ability to download, its City Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of City's request, provide City, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the City Data in the format specified by City. In the event City gives Service Provider written notice of a "litigation hold", then as to all data identified in such notice, Service Provider shall, at no additional cost to City, isolate and preserve all such data pending receipt of further direction from the City.
- 11.4 Backup and Recovery of City Data. As a part of the Services, Service Provider is responsible for maintaining a backup of City Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of City Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of City Data in an off-site (but within the continental United States) "hardened" facility no less than daily, maintaining the security of City Data, the security requirements of which are further described herein. Any backups of City Data shall not be considered in calculating storage used by City.
- 11.5 Loss or Unauthorized Access to Data. In the event of any act, error or omission, negligence, misconduct, or breach that permits any unauthorized access to, or that compromises or is suspected to compromise the security, confidentiality, or integrity of City Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Service Provider shall, as applicable: (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of PII, at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting City's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence up to the limits of Service Provider's Cyber Liability policy required herein; (g) be responsible for recreating lost City Data in the manner and on the schedule set by City without charge to City; and, (h) provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

12. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.
- 12.1 Meaning of Confidential Information. For the purposes of this Agreement, the term “Confidential Information” shall mean all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, City Data shall be deemed to be Confidential Information.
- 12.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.
- 12.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 12.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.
- 12.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party’s possession, custody, or control; provided, however, that Service Provider shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Service Provider or City determine that the return of any City Data or non-City Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version

of NIST standard SP800-88, or other standard acceptable to the City, and shall certify the same in writing within five (5) calendar days from the date of termination to the other party.

13. Data Privacy and Information Security.

13.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to City of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that follows the security controls identified in the current version of NIST SP800-53 and is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect City Data be less stringent than the safeguards used by Service Provider for its own data.

The Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of Company to maintain compliance with provisions of the PCI-DSS applicable to the Services.

13.2 Audit by Service Provider. No less than annually, Service Provider shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to City.

13.3 Right of Audit by City. Without limiting any other audit rights of City, City shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice, City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's data privacy and information security program. In lieu of an on-site audit, upon request by City, Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by City regarding Service Provider's data privacy and information security program.

13.4 Audit Findings. Service Provider shall implement any required safeguards as identified by City or by any audit of Service Provider's data privacy and information security program.

13.5 City's Right to Termination for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if City reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.

14. Proprietary Rights.

- 14.1 Pre-existing Materials. City acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the “Pre-existing Materials,” which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.
- 14.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.
- 14.3 The provisions of this Section shall survive the termination of this Agreement.
15. Indemnification; Limitation of Liability; Insurance.
- 15.1 General Indemnification. To the maximum extent permitted by law, Service Provider agrees to indemnify, defend, and hold harmless City and its elected officials, officers, directors, agents, attorneys and employees (each, an “Indemnitee”) from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a “Claim,” and collectively, the “Claims”), including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty of any representation or warranty set forth in this Agreement; or, (d) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the acts or omissions of an Indemnitee.
- To the maximum extent permitted by law, Service Provider shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay reasonable attorneys’ fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with any destruction, or unauthorized access, use, or theft of City Data (collectively, “cyber theft”) provided, however, that Service Provider’s liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.
- 15.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services, then Service Provider shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by City; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable

to do either of the aforementioned, Service Provider shall reimburse to City any prepaid fees and the full cost associated with any Transition Services.

- 15.3 Indemnification Procedures. Promptly after receipt by City of a threat, notice, or filing of any Claim against an Indemnitee, City shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and City shall not independently defend or respond to a Claim; provided, however, that: (a) City may defend or respond to a Claim, at Service Provider's expense, if City's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) City shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, City shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse City for all reasonable out-of-pocket costs incurred by City (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.
- 15.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.
- 15.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.
- 15.6 Insurance. Unless otherwise approved in writing by City's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability (\$1,000,000 per occurrence, \$2,000,000 aggregate); [if any of Service Provider's performance will occur on City premises - auto liability (any auto) (\$1,000,000 per accident, \$2,000,000 aggregate)]; excess liability (\$2,000,000 per occurrence, \$2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability (\$500,000 per accident); cyber liability (\$2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data; (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data; and professional liability (\$1,000,000 per occurrence,

\$1,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the City's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, [auto, if required], cyber, and excess liability policies which shall contain standard cross liability clauses. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without right of contribution from any Indemnitee, and Service Provider waives all rights of subrogation with respect to said policies. Such policies shall require that City be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. City shall have the right to request an adjustment of the limits of liability for commercial general, cyber, and excess liability, and/or professional liability insurance as Service Provider's exposure to City increases. Service Provider shall provide City with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide City with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution.

16. General.

- 16.1 Relationship between City and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for City or in any way to bind or to commit City to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of City. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of City. In recognition of Service Provider's status as an independent contractor, City shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. City shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of City.
- 16.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Orange, State of California, in all questions and controversies arising out of this Agreement.
- 16.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.
- 16.4 Compliance with Laws; City Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with City policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.
- 16.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be

unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any City supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to City, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

- 16.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, pandemic, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of City Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for City to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to City upon City's request. The Business Continuity Plan shall include: (a) Services and City Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to City upon City's request.
- 16.7 Advertising and Publicity. Service Provider shall not refer to City directly or indirectly in any advertisement, news release, or publication, or use any City logo, seal or mark, without prior written approval from City.
- 16.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.
- 16.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

- 16.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of City. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Service Provider shall not subcontract performance of any of the Services without City's prior, written, consent. City, at City's sole election, may assign any and all of its rights and obligations under this Agreement to any company that succeeds to substantially all of City's business.
- 16.11 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.
- 16.12 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.
- 16.13 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between City and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit or attachment hereto. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.
- 16.14 Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of City and Service Provider to be effective as of the Effective Date.

CITY OF Brea

By:
Name:
Title:
Date:

Address for Notice:

INet, Inc., DBA iParq (SERVICE PROVIDER)

By:
Name:
Title:
Date:

Address for Notice:

INet, Inc., DBA iParq (SERVICE PROVIDER)

By:
Name:
Title:
Date:

Address for Notice:

[Two corporate signatures required if a corporation]

EXHIBIT A

STATEMENT OF SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENT

This Exhibit A - Statement of Services and Service Level Agreement shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **THE CITY OF BREA** ("City") and **[INet, Inc., DBA iParq]** ("Service Provider") dated **[Effective Date]**, ("Agreement"). In the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description. Manage permit types, automate billing renewals and generate real time reports 24/7/365. Front office cashier drawer module to process & collect parking transactions at office front counter. User profile account to manage parking information and vehicle registration. Permit Management Software solution with full administrative access, customization, and control. Virtual front counter to sell parking 24/7/365. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www.).

Start Date and End Date. These dates represent the Initial Term of this Agreement. **[Start Date upon contract execution, per 2021 Service Agreement Proposal]**.

Authorized Users and Services Fees. **[Per attached Service Agreement Proposal]**.

Storage Threshold(s). **[Per attached Service Agreement Proposal]**

Storage Fees. **[Per attached Service Agreement Proposal]**

Technical Support Description. Service Provider will provide to City telephone and email support ("Technical Support") twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year. Technical Support will include any research and resolution activity performed by Service Provider.

- a) Request for Technical Support. Authorized Users will make Technical Support requests by calling or emailing Service Provider's Technical Support staff or by submitting a request via Service Provider's customer service web portal. The Technical Support staff shall assign to the request the Problem Severity Level (as defined herein) indicated by the requestor.
- b) Problem Severity Levels 1 and 2 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 1 or 2 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, Service Provider will: (a) immediately escalate the request to Service Provider's management; (b) take and continue to take the actions which will most expeditiously resolve the request; (c) provide a hourly report to the requestor of the steps taken and to be taken to resolve the request, the progress to correct, and the estimated time of correction until the request is resolved; and, (d) every [Time Duration], provide increasing levels of technical expertise and Service Provider management involvement in finding a solution to the request until it has been resolved.
- c) Problem Severity Levels 3 and 4 Response and Resolution. For Technical Support requests not made by telephone, within the Request Response Time of such a request, Service Provider shall confirm to the requestor receipt of the request by Service Provider. If a Problem Severity Level 3 or 4 request cannot be corrected to the reasonable satisfaction of the requestor within the Request Resolution Time after the requestor makes the initial request for Technical Support, at the sole election of requestor: (a) Service Provider will work continuously to resolve the request; or, (b)

requestor and Service Provider will mutually agree upon a schedule within which to resolve the request.

Technical Support Problem Severity Levels

a) Problem Severity Level 1.

- 1) Description. This Problem Severity Level is associated with: (a) Services, as a whole, are non-functional or are not accessible; (b) unauthorized exposure of all or part of City Data; or, (c) loss or corruption of all or part of City Data.
- 2) Request Response Time. 30 minutes.
- 3) Request Resolution Time. 2 hours.

b) Problem Severity Level 2.

- 1) Description. This Problem Severity Level is associated with significant and / or ongoing interruption of an Authorized User's use of a critical function (as determined by the Authorized User) of the Services and for which no acceptable (as determined by the Authorized User) work-around is available.
- 2) Request Response Time. 1 hour.
- 3) Request Resolution Time. 4 hours.

c) Problem Severity Level 3.

- 1) Description. This Problem Severity Level is associated with: (a) minor and / or limited interruption of an Authorized User's use of a non-critical function (as determined by the Authorized User) of the Services; or, (b) problems which are not included in Problem Severity Levels 1 or 2.
- 2) Request Response Time. 8 hours.
- 3) Request Resolution Time. 24 hours.

d) Problem Severity Level 4.

- 1) Description. This Problem Severity Level is associated with: (a) general questions pertaining to the Services; or, (b) problems which are not included in Problem Severity Levels 1, 2, or 3.
- 2) Request Response Time. 8 hours.
- 3) Request Resolution Time. 48 hours.

Customization / Integration Services. [N/A]

Training Services. [Per attached Service Agreement Proposal, if requested]

Service Levels.

a) Availability Service Level.

1) Definitions.

- (a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available to Authorized Users for normal use.
- (b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: [Day(s) and Time(s)].
- (c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.
- (d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Service Level Standard. Services will be available to Authorized Users for normal use 100% of the Scheduled Uptime.

3) Calculation. $(\text{Actual Uptime} / \text{Scheduled Uptime}) * 100 = \text{Percentage Uptime}$ (as calculated by rounding to the second decimal point)

4) Performance Credit.

- (a) Where Percentage Uptime is greater than 99.98%, no Performance Credit will be due to City.
- (b) Where Percentage Uptime is equal to or less than 99.98%, City shall be due a Performance Credit in the amount of 10% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Uptime.

5) Example Calculation.

- (a) Assuming reporting month is February 2012 (41,760 minutes).
- (b) Assuming a Maintenance Window of Sundays from Midnight to 4:00 a.m. Eastern Standard Time (equals Scheduled Downtime of 960 minutes).
- (c) Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February 2012 less 960 minutes of Scheduled Downtime).
- (d) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: $(40,000 / 40,800) * 100 = 98.04\%$.
- (e) The threshold of 99.99% less the Percentage Uptime of 98.04% = 1.95%.
- (f) The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, City is due 10% of the Services Fees as a Performance Credit.

b) Services Response Time Service Level.

1) Definition(s).

- (a) "Response Time" shall mean the interval of time from when an Authorized User requests, via the Services, a Transaction to when visual confirmation of Transaction completion is received by the Authorized User. For example, Response Time includes the period of time

representing the point at which an Authorized User enters and submits data to the Services and the Services display a message to the Authorized User that the data has been saved.

- (b) "Total Transactions" shall mean the total of Transactions occurring in the reporting month.
 - (c) "Transaction" or "Transactions" shall mean Services web page loads, Services web page displays, and Authorized User Services requests.
- 2) Service Level Standard. Transactions will have a Response Time of 1 second or less 100% of the time each reporting month during the periods for which the Services are available.
 - 3) Calculation. $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{Percentage Response Time}$ (as calculated by rounding to the second decimal point).
 - 4) Performance Credit.
 - (a) Where Percentage Response Time is greater than 95.00%, no Performance Credit will be due to City.
 - (b) Where Percentage Response Time is equal to or less than 95.00%, City shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Response Time.
 - 5) Example Calculation.
 - (a) Total Transactions during the reporting month equal 42,078.
 - (b) Total Transactions failing the Standard of 100% equal 2,163.
 - (c) Percentage Response Time is calculated as follows: $((42,078 - 2,163) / 42,078) * 100 = 94.86\%$
 - (d) The threshold of 95.01% less the Percentage Response Time of 94.86% = .15%. The difference is less than a 1% reduction; therefore, City is not due a Performance Credit.
- c) Technical Support Problem Response Service Level.
- 1) Definition. "Total Problems" shall mean the total of problems occurring in the reporting month.
 - 2) Service Level Standard. Problems shall be confirmed as received by Service Provider 100% of the time each reporting month, in accordance with the Request Response Time associated with the Problem Severity Level.
 - 3) Calculation. $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.
 - 4) Performance Credit.
 - (a) Problem Severity Level 1 – 2.
 - (1) Where Percentage Problem Response is greater than 99.00%, no Performance Credit will be due to City.

(2) Where Percentage Problem Response is equal to or less than 99.00%, City shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

(b) Problem Severity Level 3 – 4.

(1) Where Percentage Problem Response is greater than 90.00%, no Performance Credit will be due to City.

(2) Where Percentage Problem Response is equal to or less than 90.00%, City shall be due a Performance Credit in the amount of .5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response.

5) Example Calculation (Using Problem Severity Level 1 – 2).

(a) Total Problems during the reporting month equal 68.

(b) Total Problems failing the Standard of 100% equal 3.

(c) Percentage Problem Response is calculated as follows: $((68 - 3) / 68) * 100 = 95.59\%$

(d) The threshold of 99.01% less the Percentage Problem Response of 95.59% = 3.42%. The difference is greater than a 3% reduction but is less than a 4% reduction; therefore, City is due 3% of the Services Fees as a Performance Credit.

d) Technical Support Problem Resolution Service Level.

1) Definition. “Total Problems” shall mean the total of problems occurring in the reporting month.

2) Service Level Standard. Problems shall be resolved by Service Provider 100% of the time each reporting month, in accordance with the Request Resolution Time associated with the Problem Severity Level.

3) Calculation. $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Resolution}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

4) Performance Credit.

(a) Problem Severity Level 1 – 2.

(1) Where Percentage Problem Resolution is greater than 99.00%, no Performance Credit will be due to City.

(2) Where Percentage Problem Resolution is equal to or less than 99.00%, City shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

(b) Problem Severity Level 3 – 4.

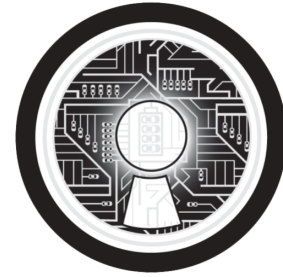
(1) Where Percentage Problem Resolution is greater than 90.00%, no Performance Credit will be due to City.

(2) Where Percentage Problem Resolution is equal to or less than 90.00%, City shall be due a Performance Credit in the amount of 1% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Resolution.

5) Example Calculation (Using Problem Severity Level 3 – 4).

- (a) Total Problems during the reporting month equal 17.
- (b) Total Problems failing the Standard of 100% equal 2.
- (c) Percentage Problem Resolution is calculated as follows: $((17 - 2) / 17) * 100 = 88.24\%$
- (d) The threshold of 90.01% less the Percentage Problem Resolution of 88.24% = 1.77%. The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, City is due 1% of the Services Fees as a Performance Credit.

Service Agreement Proposal



City of Brea - NCPA

Prepared for: Gabriel Linares
 Date Delivered: 02/15/2021
 Sales Rep: Taylor Diaz
 Prepared by: iNET Inc (iParq)

I. Software

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
iParq Permit Management System	Manage permit types, automate billing renewals and generate real time reports 24/7/365. Front office cashier drawer module to process & collect parking transactions at office front counter. User profile account to manage parking information and vehicle registration. Permit Management Software solution with full administrative access, customization, and control. Virtual front counter to sell parking 24/7/365. iParq will grant you the use of the Software Product pursuant to the acceptance of iParq Licensing and Terms. iParq grants you the right to use the Software Product via any standard web browser over the World Wide Web (www.).	NA	Per Month	\$50.00	\$600.00	Active

II. Software Maintenance

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
Application Software Systems Support	Parking Database Management Storage, Security & Disaster Recovery Solution. Implement multiple disaster recovery solution, manage & secure management database. Includes the parking management system software license, patches, updates, and upgrades.	NA	Per Month	\$50.00	\$600.00	Active
Support and Hosting Subtotal	Configure & manage cloud hosting servers and ensure adequate parking database storage, system security & system disaster recovery solutions are in place	NA	Per Month	\$64.00	Waived	Waived

V. Installation / Implementation

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
Implementation and Training (One Time)	Includes system software implementation setup & guideline schedule, software testing and post-installation follow up	NA	Flat Fee	\$1,020.00	Waived (Already Implemented)	Waived
Operations Change Order	Client initiated changes in permit design or implementation schedule post sign-off. Any additional requirements not included in the Scope of Work will be considered as a "Change Order" requiring approval of additional Proposals for Products and Services.	1	Per Change Order	\$150.00	Optional	Optional

VI. Travel / Training

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
Additional Onsite Training – Post Implementation	Custom onsite training session provide personalized classroom based on institution request. Includes travel expense, airfare, and lodging. (Standard Rate will apply beyond Scope of Work)	NA	Per Day	\$1,275.00	Optional	Optional

VII. Permits

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
iPermit Design Template	Custom permit template design with client's personal logo and picture. First 2 Designs are Free.	TBD	Per Design	\$149.00	TBD	Active
iParq Permits	2.25"x3" full color, front adhesive based, anti-fraud/duplication, re-positionable parking permit	1	Per Permit	\$0.37	Optional	Optional

Online Permit Fulfillment Fee Postage not included	iParq will print, generate, track and mail each permit to the approve applicant.	1	Per Permit	\$3.36	TBD	Active
Over The Counter Permit Fulfillment Fee	iParq will print, generate, track and mail bulk permit to the client. The fulfillment process will be completed at front office counter. Includes kiosk permits.	1	Per Permit	\$2.51	TBD	Active
Online Day Pass	Daily fee for all short term guest/daily/visitor parking pass, paid or complimentary. Client selects parameters for # of days permit is valid.	1	Per Permit Per Day	\$0.25	Optional	

X. Added Value Services

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
Custom Programming Beyond Scope of Work: Custom Reports, Modules, Integrations, Data Conversion/Migration	Custom Programming / Integration beyond the scope of work/Develop custom report beyond the scope of work. (iParq Timeline, Normal Business Hours to achieve Milestone)	NA	Per Hour	\$213.00	Optional	Optional
Fedex Shipping (pass through) For all shipping materials and equipment	Pass-through cost for shipping permits, handhelds, and any other products requested by client. (as needed - both directions)	1	Per Shipment	TBD	TBD	Active

XI. Accounting Fees

Item	Description	Quantity	Unit of Measure	Unit Price	Annual Cost	Status
Credit Card Transaction Fee Visa, MasterCard	Credit card processing fee using electronic check, Visa, and MasterCard	1	Per Transaction	3.00%	TBD	Active
Credit Card Transaction Fee American Express or Discover	Credit card processing fee using American Express and Discover	1	Per Transaction	3.50%	TBD	Active
Financial Services Fee (billed as needed)	NSF Checks, Chargebacks, and ACH Declines	1	Per Transaction	\$40.00	TBD	Active
Refund Fee (billed as needed)	Financial Services	1	Per Transaction	\$10.00	TBD	Active
Paper Check Issuance (for remitted payment to authorized agencies)	Financial Services	1	Per Check	\$20.00	Optional	Optional

- Statements will be invoiced
- iParq makes no warranties/guarantees for any processes, features, or use of data beyond the defined Scope of Work.
- Any additional requirements not included in the Scope of Work, that is identified by the client representative will be considered as a "Change Order", requiring approval of additional Proposals for Products and Services.
- Any work or assurance required outside the scope of work defined herein will be the responsibility of the client.
- All prices exclude taxes and any other out of pocket costs incurred by iParq to deliver and or install equipment and other materials.
- The Scope of Services defined herein is based on a set price and is not divisible.
- Circumstances encountered during the performance of the engagement that warrant additional time, expense or other cost could cause us to be unable to complete the engagement within the above estimates. Both parties will endeavor to notify the other party of any such circumstances as they are encountered.
- The above Pricing Proposal is Confidential and the sole property of INET Inc. dba iParq. It has been provided to you (the "Client") for your review only. Distribution of these materials beyond the entity defined will be considered a breach of Confidentiality, subject to actions as defined within the executed Non-Disclosure Agreement.
- Price quotes valid for sixty (60) days. All prices quoted in U.S. Dollars (USD).

Signature

Print Name / Title

Date



City of Brea
Purchasing Division
Vendor Selection Justification Request
(Purchases over Open Market Policy Limits)

Brea City Code 3.24.120 Special Circumstances states that either "This chapter does not apply to" certain types of purchases (Exemption 1) or that "The competitive offer requirements of this chapter shall not apply to purchases of supplies, materials, equipment, or services" (Exemption 2) as indicated below.

Check the type of Special Circumstances Purchase requested:

- Developer-Funded Professional Services** (3.24.120.D) for professional services that both: (i) relate to a private development project under review by the city; and (ii) are solely funded by the project applicant or an affiliate of the project applicant. EX1
- Emergency Procurements-Public Works Projects** (3.24.120.C.1) for repairs or replacements necessary in an emergency, which City Council, by a four-fifths vote, may proceed at once based on substantial evidence set forth in its meeting, that the emergency will not permit a delay resulting from a solicitation for competitive offers, and the action is necessary to respond to the emergency. If it is not feasible for the City Council to meet the City Manager may declare the emergency and to take such the necessary actions. EX2
- Emergency Procurements-Supplies, Materials, Equipment and Services** (3.24.120.C.2) for supplies, materials, equipment or services necessary in an emergency, City Council may dispense with bidding or other requirements, and may expend any sum to make the procurement required due to the emergency based on substantial evidence set forth in its meeting, that the emergency will not permit a delay resulting from a solicitation for competitive offers, and the action is necessary to respond to the emergency. If it is not feasible for the City Council to meet, the City Manager may declare the emergency and to take such the necessary actions. EX2
- Legal Notices** (3.24.120.B) for printing of legal notices in a newspaper of general circulation. The City Council shall annually award such contracts in accordance with Cal. Pub. Cont. Code § 20169 based on price, circulation, and any other matters deemed to affect the value to the public. EX2
- Piggyback or Cooperative Procurements** (3.24.120.G) for supplies, materials, equipment, or services available through: (i) a valid contract executed by another public agency; or (ii) a cooperative purchasing program in which the city's participation is authorized by law and is deemed to be in City's best interests by Purchasing Agent. EX2
- Public Interest Exemption** (3.24.120.E) for supplies, materials, equipment, or services determined to be in City's best interests by the Purchasing Agent with approval of City Manager when the amount of the contract does not exceed twice the formal solicitation limit. EX2
- Sole Source Procurements** (3.24.120.F) for supplies, materials, equipment, or services that are available from only one source. EX2
- Special Government Payments** (3.24.120.A) made for Department of Justice background checks, U.S. Postal Service postage, or permit fees imposed by other government agencies. EX1
- Uniformity Exemption** (3.24.120.H) for supplies, materials, equipment, or services required to maintain compatibility, functionality, or conformity with existing designs, products, equipment, facilities, systems, software, technologies, standardizations, etc. or to maintain current warranties or contractual obligations deemed to be in the city's best interests in the determination of the Purchasing Agent. EX2

Complete the section below, attach supporting documents to your Purchase Requisition or POCN:

Department Information

Today's Date		Department/Division	Community Development, Building & Safety	
Requested by	Gabriel Linares	Title	Deputy Director	Ext# 7769

Requested Items/Services and Justification *(attach additional explanation, if necessary)*

see attached

Signatures

<i>* Director must sign if over \$25,000 for non-PW projects and Council approval is required.</i> <i>* PW Director must sign for all PW projects over \$45,000 and Council approval is required if over \$175,000.</i>			
Employee's Signature		Date	
Division Manager		Date	
* Director		Date	
Purchasing		Date	



City of Brea
Purchasing Division

Vendor Selection Justification Request

(Purchases over Open Market Policy Limits)

iParq Online Parking Permit Sales

Community Development is currently using the online system iParq to offer the community access to purchasing parking permits online. This system was approved as a pilot program in 2009 in an attempt to reduce walk in customers by 25-30%. Since the launch of the program online sales have averaged 2,000 transactions per year. With the implementation of the iParq online system, the City has reached their goal and in 2018 there was a reduction of 80% of walk in customers.

In 2018 iParq was awarded the National Cooperative Purchasing Alliance contract for Parking Products and Services. NCPA utilizes state of the art procurement resources and solutions that result in purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices. The estimated cost for the City is \$10,000 per year which will be offset by the revenue received from permit sales. Due to iParq's NCPA certification, moving from the pilot program to a contract will reduce fees by \$1.59 per permit.

Brea's overnight parking program has greatly benefitted the City resulting in fewer vehicles on the street that block trash pick-ups, street sweeping, fire hydrants, mailboxes, and visibility. Offering parking permits online has allowed a large portion of customers to be served from their homes which has reduced foot traffic at the front counter, raised moral, allowed staff to reprioritize counter duties, and streamlined the process for customers.



**iParq Response to
RFP 04-18
Parking Products and Services**

	<p>Alternate Proposal Contact: Todd Fisher Title: CEO Phone: 805-562-8200 Email: todd@iparq.com</p>	<p>Contractor: INET, inc. (dba iParq) Mailing Address: PO Box 60309 San Diego, CA 92166 Phone: 805-562-8200</p>
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March 20, 2018

To whom it may concern:

INET (dba iParq) is pleased to have the opportunity to provide a complete proposal in response to the NCPA's RFP #04-18, Request for Proposal (RFP) for Parking Products and Services. iParq's main office is located in San Diego, California, with the corporate headquarters address at 4100 W. Flamingo Rd. #2750, Las Vegas, NV 89103, and online at www.iParq.com

If selected, iParq will be your sole source vendor for all your permit, citation, administrative, and interfacing needs, with a proposed integration with PCS Mobile for LPR services and equipment.

Our secure, fully-hosted, and web-based parking management solution is designed to be intuitive and easy for you and your customers to use. In this proposal we detail how we will work with your current hardware and software providers, as well as offer options for iParq to provide all of the additional hardware, software, and functionality needed to accomplish the Agency's goals requested herein.

iParq Benefits the Agency by Providing:

- Comprehensive real-time permit and citation management
- Mobile and fixed LPR through integration with PCS Mobile/Genetec
- Real-time interfaces with pay stations, pay-by-phone, pay-by-plate, and more
- Vendor-agnostic integration support
- Virtual and physical permits
- Waitlist management
- Pre-qualification settings and document upload
- Citations: electronically, by letter, or printed on site
- Electronic "tire-chalking" for monitoring fixed time zone parking
- Automated aging actions that trigger full-service notice fulfillment
- Adjudication tools for administrative reviews and hearings
- E-commerce functionality from any internet-ready device
- 100% PCI compliant payment processing
- Integrated parking customer relationship management tools
- Five-star customer service and ongoing support
- Robust reporting, including ad hoc and report scheduling
- Automated notifications, field alerts, VIP, and scofflaw
- 50 States DMV and local law enforcement database interfaces
- Full-service, in-house fulfillment center
- Event management, online reservations
- Unlimited administrators for real-time user-level system management
- Dedicated teams for training, support, and technology interfacing needs
- Bank-level data security, backup, and encryption
- Increased collections, revenues, and compliance

For over 19 years, iParq has provided a complete turnkey and outsourced solution to universities, colleges, municipalities, and parking operators across North America. iParq has the in-house experience, staff, facilities, and state of the art software to consistently and accurately achieve all of the requested requirements in a timely, supportive, and efficient manner.

Whether you are using iParq or any other vendor's hardware, iParq's online system will become your virtual front counter. Your staff will find the administrative interface easy to learn and simple to use. Parking customers will find the online experience to be already familiar, and will have the choice to do everything they once did in your office or by mail from anywhere, at any time, with any internet-ready device. With iParq's easy to use web interface, parking customers pay and appeal citations online, purchase permits, upload pre-qualification documents, view photographic evidence, manage their vehicle information 24/7/365, and more.

Citation information is automatically transferred to and from iParq's citation management system in real time, enabling your officers to access up-to-date information and make better decisions in the field, and your administrators to manage any required back office processes with no delay. We look forward to the opportunity to show you how the iParq systems will improve operations by reducing manual processes for staff, increasing collections, improving customer service, and optimizing communications with parking customers.

At iParq we invest in innovative technology and great people. This has been the key to our continued success for 19 years. Using modern coding platforms, architectures, and data exchange methods, our state of the art software has evolved into the mature, reliable, and tested product it is today, resulting in positive changes in how parking customers will interact with the Agency - offering both functionality and ease-of-use.

iParq develops software and systems focused on increasing revenues for our clients, reducing their costs, providing five-star customer service, and putting our clients more firmly in control of all aspects of their parking operations. New products and services are constantly in the pipeline, with a multitude of upgrades and improvements implemented last year alone. Since our inception we have built the industry's most secure, tested, flexible, and reliable parking management platform, and continue to be the standard to which all others are measured.

Based on our experience and knowledge, we are confident in our ability to provide a system that will exceed your expectations, including the service and development support required for long-term sustained success of the program. We look forward to providing the Agency with robust solutions for your current and future parking services needs.

Sincerely,



Todd Fisher, CEO
iNet, Inc.
1050 Rosecrans St., Suite G



San Diego CA 92106

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Tab 1 – Master Agreement General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer

period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ **Contract Administration**
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ **Contract Term**
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
 - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ **Contract Waiver**
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ **Products and Services additions**
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ **Competitive Range**
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ **Deviations and Exceptions**
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ **Estimated Quantities**
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$10 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years


- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name INET, Inc. dba iParq
Address PO Box 60309
City/State/Zip SAN DIEGO, CA 92166
Telephone No. (805) 562-8200
Fax No. (888) 900-7845
Email address todd@iparq.com
Printed name TODD FISHER
Position with company CEO
Authorized signature 

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of April 2, 2018, by and between National Cooperative Purchasing Alliance (“NCPA”) and iNet Inc. dba iParq (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 2, 2018, referenced as Contract Number 05-27, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Parking Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

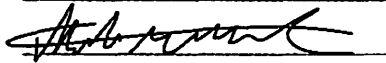
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.


◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: Matthew Mackel
 Title: Director, Business Development
 Address: PO Box 701273
Houston, TX 77270
 Signature: 
 Date: April 2, 2018

Vendor:

INET INC. dba iParq
 Name: Todd Fisher
 Title: CEO
 Address: 1050 Rosecrans St. Ste G7
San Diego, CA 92106
 Signature: 
 Date: 4/25/18

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
 - **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE
 - **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of LAS VEGAS, State of NV

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
 - A publically held corporation; therefore, this reporting requirement is not applicable.
 - Is not owned or operated by anyone who has been convicted of a felony.
 - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

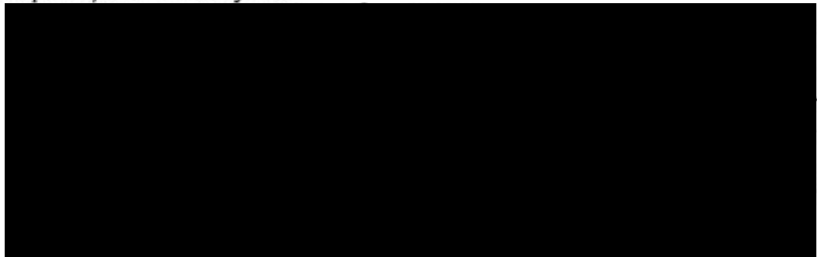
◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

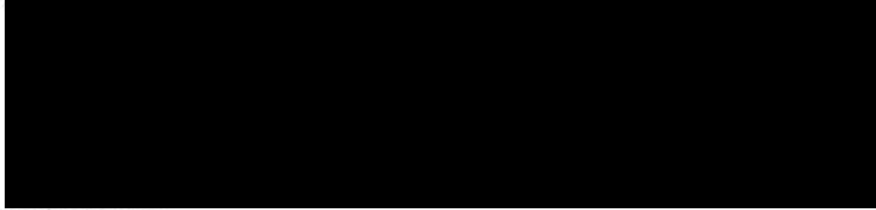
<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input checked="" type="checkbox"/> Other: <u>ADMINISTRATIVE AND SUPPORT SERVICES</u>

◆ **Processing Information**

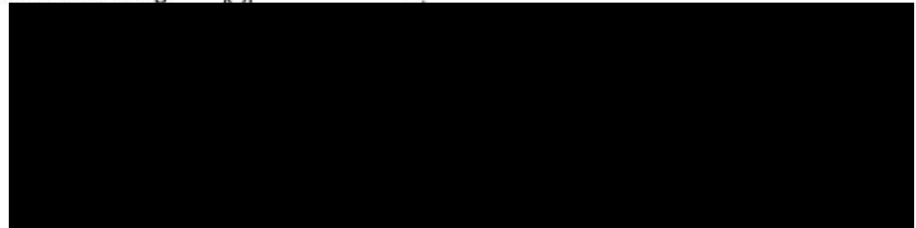
- Provide company contact information for the following:
 - Sales Reports / Accounts Payable



▪ Purchase Orders



▪ Sales and Marketing



◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
	SEE ATTACHED	N/A	

Vendor Profile

Please provide the following information about your company:

- **Company's official registered name.**

INET, inc. (dba iParq)

- **Brief history of your company, including the year it was established.**

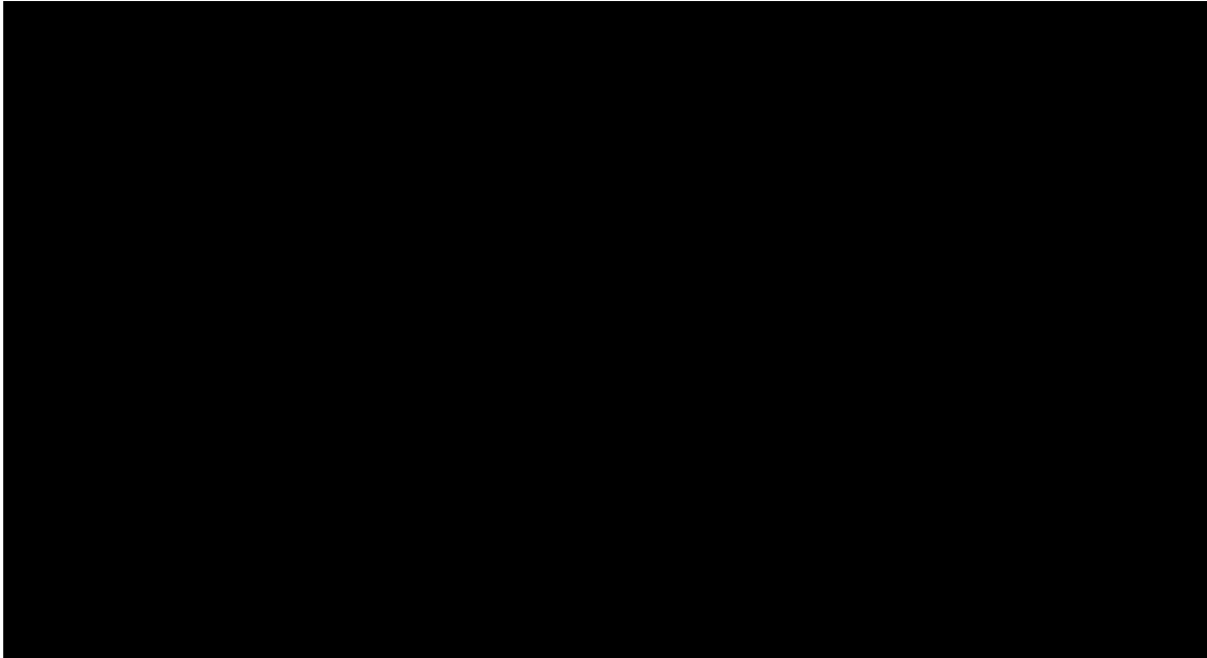
Established in 1999, iParq built the first web-based parking system, and in the last 19 years, we've led major changes in the parking industry. We helped modernize the parking resources of diverse groups of municipalities, law enforcement agencies, universities, and private operators across the country. iParq assists a multitude of agencies in the issuance, adjudication, and collections of citations. The system is integrated, robust, and extremely flexible to fit our clients' needs. Services include all required processing, reviews, data entry, payments, internet site operation, collections, hearings, communications, hardware integration development, and all other areas of responsibility regarding parking citation processing. We invite you to contact our references and the [REDACTED] for verification of our performance.

- **Company's Dun & Bradstreet (D&B) number.**



- **Company's organizational chart of those individuals that would be involved in the contract.**

The chart below outlines the teams involved in iParq's project management.



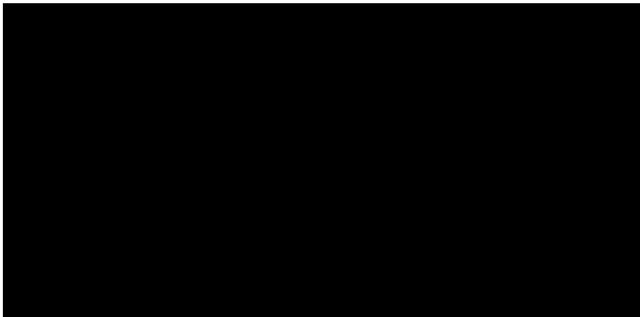
- **Corporate office location**

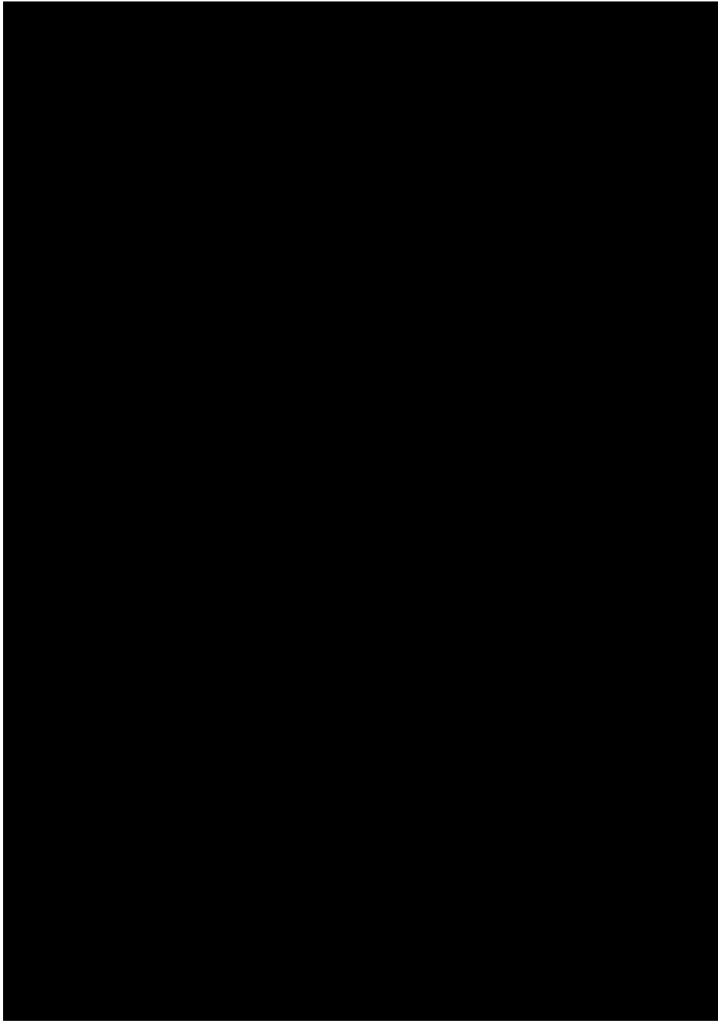
iParq's main office is located in San Diego, California, with the corporate headquarters address at 4100 W. Flamingo Rd. #2750, Las Vegas, NV 89103.

- **List the number of sales and services offices for states being bid in solicitation.**

1. San Diego, CA
2. Las Vegas, NV
3. Boise, ID
4. Iowa City, IW
5. Phoenix, AZ
6. Santa Barbara, CA

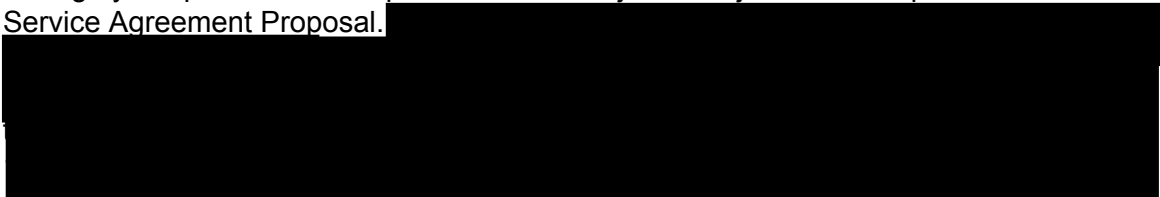
- **List the names of key contacts at each with title, address, phone and e-mail address.**





- **Define your standard terms of payment.**

Unless otherwise specified on the Service Agreement Proposal, the subscription fees for the initial subscription term and professional service fees are due upon execution of this agreement. After the initial subscription term, subscription fees will be invoiced annually at the then-current rate for the service or as otherwise specified on the Service Agreement Proposal, 30 days in advance of the start of each renewal period. Any additional services, work or compliance requirement, ordered by the customer and not contained in the referenced scope of work or order and specifically priced, shall be billed at the company's then current rate. Fees for additional service quantities and professional services will be invoiced at the time of order, unless otherwise agreed in writing by the parties. Subscription fees are subject to adjustment as specified in the Service Agreement Proposal.





payable under this agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

- **Who is your competition in the marketplace?**

iParq's competitors are Duncan System, Dataticket, T2 Systems, Phoenix Group, Cardinal Tracking, Nupark, Conduent, and JDS.

- **Provide Annual Sales for last 3 years broken out into the following categories:**

- **Cities / Counties**
- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations**

Due to Confidentiality Agreements in force, we are unable to provide this information. Confidential Company Financials are available upon request.

- **What differentiates your company from competitors?**

We pride ourselves on offering a world class, fully-hosted, high availability system at a budget-friendly cost. Our systems are always on, and in 2017, iParq clients and their customers did not experience one second of perceived downtime. Simply, anytime and every time your customers need service, iParq systems are on and ready to go. We realize that customers will evaluate the Agency's program every time they use the system, and in today's connected world, there is no room to provide less than an easy to use, high-quality experience. The world has come to expect instant accurate service, and iParq is uniquely positioned to provide the highest level of service to the Agency and its constituents.

iParq has a large presence nationwide, which translates to frequent visits from our team. iParq assists a multitude of municipalities and police departments in the issuance, adjudication, and collections of citations. The system is integrated, robust, and extremely flexible to fit our clients' needs. Services include all required processing, reviews, data entry, payments, internet site operation, collections, hearings, communications, hardware integration development, and all other areas of responsibility regarding parking citation processing.

iParq understands that the Agency must have the best of breed software and systems for citation issuance, processing, DMV integration, collections, and dispute resolutions.

The systems must be hardened to prevent outside intrusion, and still be usable by parking customers with no training. It must be capable of handling a wide range of requirements that will result in issuance of state compliant parking violation notices, as well as the ability to work with other systems and handwritten citation books. The system must allow for the processing of notices from issuance through collection, and must be able to integrate or work in conjunction with outside government systems, including the National Law Enforcement Telecommunications system (NLETS) and more. The system must be intuitive and easy to use, following established standards like common web interfaces already familiar to Agency staff and your parking customers. It must be organized to provide efficiency and be cost effective for the Agency. It must provide methods to constantly increase collections of outstanding violations. The Agency needs a vendor partner with experience processing a large volume of financial transactions, that maintains PCI compliance for all its systems, and has designed its products and service to exceed all industry standards required to process these transactions.

iParq is that partner. We have over 19 years of experience in the implementation, operations, and management of municipal parking systems. We are an experienced, knowledgeable software development and citation processing vendor who will provide you a tested, world-leading, cost-effective, web-based citation management solution with the flexibility to handle all of the Agency's needs outlined herein. iParq is used by some of the largest municipal parking operators in the United States, providing ease-of-use with both efficiency and control. iParq is the working partner the Agency needs to supply the software and manage the system that will provide the Agency with an integrated online self-service portal, printing and mailing services, collections, processing, integration development, and much more.

We have the people, software systems, processes, and knowledgeable development teams in place to best meet all of the Agency's RFP requirements. Every member of the iParq team has extensive real-world experience in the municipal side of the parking industry, and continuously receives training by iParq to provide the services and state of the art systems described herein. The iParq team looks forward to partnering with the Agency to offer the highest levels of products, service, and support to your administration and your parking customers.

- **Describe how your company will market this contract if awarded.**

iParq will market this contract via email campaigns, cold calls, press releases, and online marketing. iParq strives to make our contracts known to appropriate parties so they may take advantage of the easy onboarding process this contract provides and be aware of iParq's robust solution. We believe in using an informative, consultative, soft sell approach; emphasizing benefits and allowing existing clients to digest the information via appropriate channels, contacting provided references, thus ensuring they are comfortable with making the switch.

This marketing approach is currently in use with [REDACTED]



Our approach to marketing purchasing cooperatives have been proven successful for over 5 years, our demonstrated policies will provide NCPA with the best partner for this project.

Additionally, we have included a shortened version of our client implementation plan for you to review. This describes the process completed each and every time a NCPA client enrolls with iParq.

iParq Project Management Approach

iParq will employ a dual Project Management (PM) approach that will tightly coordinate activities of the City PM and the iParq PM. Both PM's will approve a written implementation plan, with timelines, milestones, and deliverables pursuant to the requirements of this RFP. Any items, processes, or software that need additional scoping will be identified during the kickoff meetings using the detailed implementation checklists. The checklists are designed to identify all parts of the implementation process so each functional area is identified and covered at the beginning of the process. This detailed approach will identify items early in process that need a more detailed scope, require additional participants, additional meetings, or additional resources, and allow the PMs time to plan.

The iParq PM will use computerized project management systems to manage the project. These systems include Customer Relationship Management (CRM) and Project Management (PM) systems that were designed to implement parking operations, handle operational issues, and provide project management for software development. These systems employ numbering systems for issue tracking, communication, feature requests, and documentation of resolutions.

Your iParq Project Manager will oversee the assigned tasks of all project staff to ensure that all of your Agency's requirements are being met in a timely and organized manner. The iParq PM will be your main contact for all your needs during implementation; completing training, fielding questions, and addressing issues if they arise. In addition, a robust tracking system within this Project Management system, complete with numerical assignments, allows our teams to communicate progress updates, both internally and externally, throughout your implementation.

Team Organization and Support Services

iParq project personnel will include our Operations, Client Services, Accounting, Software Development, the iParq Executive teams. Your Project Manager, [REDACTED] will oversee the assigned tasks of all project staff to ensure that all of the City's requirements are met in a timely and organized manner. [REDACTED] will be your main contact for any needs during implementation; completing training, fielding questions, addressing issues if they arise, and most importantly being there if you need him.

iParq Operations Team: The iParq Operations team takes the lead on iParq implementations. Your dedicated PM has been selected from these software and hardware specialists because of his unique skills. [REDACTED] like all of our Operations team, got his start with hands-on experience with issuing citations and performing the administrative follow-up tasks. His team of operations specialists will perform with the Agency's training and support, and will handle the majority of your enforcement setup and training, including but not limited to: scofflaw setup, aging actions setup, booting & towing restrictions, appeal settings, payment methods, handheld training, and more.

Client Services Team: iParq's Client Services team is the professional and friendly voice, face, and presence of iParq. This group of highly trained customer service professionals answers all customer inquiries via phone, the "Contact Us" button on your website, chat and email, providing resolutions based on client provided FAQs and best practices. Ms. [REDACTED]

[REDACTED] themselves on being culturally, ethnically, and gender diverse. iParq takes diversity seriously and has long recognized its positive impact on our business and our ability to understand our customers.

iParq Development Team: During implementation iParq's Development team will work in the background to ensure that any custom and integration development work is performed on time and exceeds expectations. The most typical development work is the creation of custom reports or connection to APIs. We take great pride that this team is comprised of leaders in the development community. Several have traveled the U.S. lecturing about software code in their spare time. Rest assured that if you need any code work completed, this is the team to not only meet but exceed your expectations. We look forward to offering our diverse and proven development team's skill sets to meet and maintain the Agency's software solutions goals.

iParq Accounting Team: iParq's Accounting team is your resource for revenue statements, invoices, reconciliations, transactional reports, audits, and all other accounting needs. During implementation, this team will ensure the Agency's bank account is connected to the appropriate merchant processor, that all funds are delivered daily from the merchant processor to the Agency, and that all accounting and contractual pricing expectations are defined and met. After implementation the Accounting team will continue to support the Agency's needs by providing monthly statements and answering any day-to-day concerns. The Accounting team is led by iParq's [REDACTED] [REDACTED] is twenty years of leadership and accounting experience, along with his team of highly trained business analysts will serve the Agency and help relieve the burdens related to accounting, financial controls, audit controls, audit assistance, banking, merchant processing, and much more.

- **Describe how you intend to introduce NCPA to your company.**

Key iParq staff participate in weekly sales, development, and marketing meetings. NCPA

will be introduced to all key teams during those meetings, as well as several company-wide emails and trainings on the appropriate use of the contract. Sales staff will be provided in-depth training on the language of the contract, appropriate sales techniques, NCPA values, and campaign strategy.

Additionally, iParq regularly attends in person conferences held by our current purchasing partners, and participates in quarterly check-in calls. These frequent touch base meetings ensure that clear marketing strategies are in place, provide a frequent audit of common clients, and all payments/contracts in place are current and in good standing.

NCPA may offer suggestions on this introduction that iParq will take into consideration.

- **Describe your firm's capabilities and functionality of your on-line catalog / ordering website.**

Whether you are using iParq or any other vendor's hardware, iParq's online system will become your virtual front counter. Your staff will find the administrative interface easy to learn and simple to use. Parking customers will find the online experience to be already familiar, and will have the choice to do everything they once did in your office or by mail from anywhere, at any time, with any internet-ready device. With iParq's easy to use web interface, parking customers pay and appeal citations online, purchase permits, upload pre-qualification documents, view photographic evidence, manage their vehicle information 24/7/365, and more.

iParq's easy to read online citation page includes color schemes and readily identifiable icons in an approachable format on a single screen. Detailed violation information including fine structure, customer name, ID number, status information, late fees, and an extensive notes field are all accessible by an authorized user. In addition, the following is available:

- Vehicle registration allowing parking customers online access to update their vehicle information at any time
- Secure online administrative access for authorized users within your Agency with flexible and easy-to-use reporting tools
- Secure online citation payment (point of sale) and appeals for parking customers (violators)

In addition, iParq's permit management system provides the Agency with a virtual front counter for online permit sales:

- Allows Agency to manage all permit sales and fulfillment online
- Accepts online payments using any form of payment accepted by Agency (Point of Sale)
- Permit inventory tracking and control for permits sold online
- Secure online administrative access for authorized users within Agency with

flexible, powerful, and easy to use reporting tools

- **Describe your company’s Customer Service Department (hours of operation, number of service centers, etc.)**

Client Support: 4 Service Centers

Agency staff may submit online inquiries directly to the iParq team through their iParq portal using the “Contact Us” button provided. iParq staff will receive an immediate notification and the next available iParq team member will handle your inquiry in a prompt and professional manner. These inquiries are tracked, numbered, logged, and monitored in real time during all business hours for quality assurance purposes.

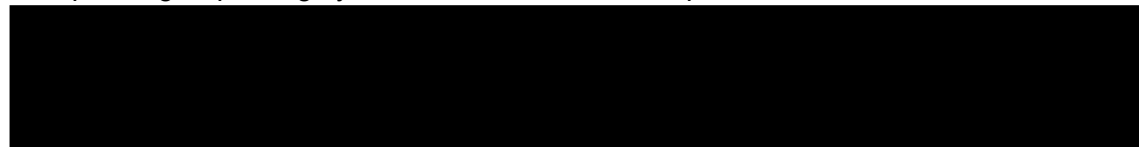
For ease of follow-up, your staff member will receive an automated response with the tracking number upon submission. If a task is escalated passed our Client Services or Operations team, a development ticket will be opened and a ticket number will be sent to the Agency PM for tracking all updates and feedback. If a hot-fix is identified by iParq (typically defined by major impact to revenue flow and/or disruption to staff duties), it will be implemented as soon as the issue is identified and solved, even if outside of a scheduled release.

Our software support experts are available to the Agency via email 24 hours a day, and by direct phone during normal business hours, Monday through Friday 7am to 5pm PST. Chat, website support, and on-site technicians are also available to you, as needed. While you won’t need us often, we will be there if you have any questions.

iParq takes service seriously. While almost never used, the Agency PM and administrators will have after hours cell phone numbers for specific iParq staff in case of emergency. Even though last year iParq clients did not experience any perceived downtime, we go to great lengths to provide high level support. We recognize that these systems are mission critical and that when you need support, you need support now.

Customer Support: 2 Service Centers

iParq’s Client Services team is the professional and friendly voice, face and presence of iParq. This group of highly trained customer service professionals answers all customer



iParq’s personnel, pride themselves on being culturally, ethnically, and gender diverse. iParq takes diversity seriously and has long recognized its positive impact on our business and our ability to service our customers.

Customers may contact courteous and knowledgeable Customer Service members by phone Monday through Friday, and 24 hours per day by email, “Contact Us” button on the customer website portal, and by IVR during normal business hours, M-F 7am to 5pm PST. iParq staff are provided continuous training that includes but is not limited to:

phone etiquette, complaint resolution, credit card disputes, the iParq system, and iParq client business rules. All iParq Client Services staff will be specifically trained regarding Agency business rules, and will be provided reference materials such as Agency FAQs to accurately solve customer issues in a timely manner. FAQs may also be made available online to answer customer questions directly, before they call.

All online services are completed in real time, with real time electronic confirmation on screen and/or via email. All customer inquiries are addressed in a timely manner. A historically verified 93% of all phone call inquiries are resolved within 15 minutes. Typical time frames for requests received via email are just a few hours.

Furthermore, clients utilizing the NCPA contract will be provided direct emails and cell phone numbers for their assigned Project Manager (part of the Operations Team).

- **Green Initiatives - we ask respondents to provide their companies environmental policy and/or green initiative.**

iParq supports all its clients' Green initiatives and internally has reduced its carbon footprint via the inherent nature of a software development provider business model. We encourage telecommuting, a paperless environment, and leverage all cloud solutions, to minimize the use of any required hardware or resources. All equipment provided to our clients is regularly inspected and returned to us if deemed end of life to be incorporated into a long standing recycling or donation program.

- **Vendor Certifications (if applicable) - provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.**

Please see next few pages for certificates.

Products and Services/Scope

SINGLE-SPACE PARKING METER EQUIPMENT SYSTEMS

- **Meter Housings - Provide a description and pricing for each configuration of single-space parking meter housings offered, as well as any associated parts or equipment.**

N/A. iParq does not currently offer meter housings.

- **Meter Mechanisms - Provide a description and pricing for each configuration of single- space parking meter mechanisms offered, including different configuration options for accepting different forms of payment. If any ongoing fees apply, please specify and provide pricing.**

N/A. iParq does not currently offer meter mechanisms.

- **Meter Management Systems - Provide a description and pricing for meter management systems and specialized tools, including software and devices used for performing meter configuration, management, and audit processes. -**

N/A. iParq does not currently offer meter management systems.

- **Meter Accessories - Provide a description and pricing for each meter management accessory device, including coin supplementary coin canisters, collection carts, poles, brackets, decorative equipment, replacement parts, etc.**

N/A. iParq does not currently offer meter accessories.

MULTI-SPACE PARKING METER EQUIPMENT AND SYSTEMS - Provide a description and pricing for each configuration of multi-space parking meters offered, as well as any associated parts or equipment. If any ongoing fees apply, please specify and provide pricing.

N/A. iParq does not currently offer multi-space parking meter equipment and systems. iParq can integrate with whichever meter equipment and systems company NCPA clients select.

VEHICLE SENSING SOLUTIONS - Provide a description and pricing for each configuration of vehicle sensors offered, as well as any associated systems, parts, or equipment. If any ongoing fees apply, please specify and provide pricing.

N/A. iParq does not currently offer vehicle sensing solutions.

PARKING ENFORCEMENT PRODUCTS - Provide a general description of the proposed parking enforcement solutions offered and complete the relevant sections below.

iParq services include citation issuance, tracking, payment acceptance, appeal processing, and collections. The intent is to quickly, efficiently, and proactively manage all parking citations with a high level of customer service.

iParq's services include the following:

- Real time citation processing via iParq handhelds and proprietary software
- Inputting hard copy citations, and maintaining citation information for citations written outside the iParq system
- Obtaining registered owner information – online, daily
- Sending notices of delinquent parking violation to registered owners, daily
- Placing late penalties on all past due citations, daily
- Placing registration holds through the Department of Motor Vehicles (DMV), daily
- Applying payment information to citations, within 24-48 hours
- Providing an installment/partial payment plan in accordance with AB503 timelines
- Providing and managing a payment plan that complies with AB503 on or before July 2018
- Providing citation information to complainants using an IVR system and also human interface when/as needed
- Editing capability to correct dates, violation codes, fine amounts, and duplicate citations
- Maintaining phone notes within the citation record accessible to the Agency for callers
- Providing notes that can be maintained for both the Agency and iParq to view and edit for various fields, such as reviews, hearings, voids, dismissals, changes, etc.
- Updating citation information to reflect changes in disposition and keeping notes as needed
- Providing secure web browser-based access (not browser or device specific)
- Providing secure web browser-based access (not browser or device specific) for citizens to view, pay, contest, upload photos, and print their citations
- Providing remote data entry
- Providing multiple levels of user permissions as defined by the Agency
- Provide five (5) water-resistant handheld ticket writing devices (including camera and printer) with software to upload citations - handheld device to contain internal GPS and capability to flag previously issued warnings to parker; our communication service provider provides cellular coverage with 99% up-time of cellular communication
- Unlimited photographic evidence
- Integration with Agency's mobile payment application vendor
- Integration with Agency's automated license plate reader (ALPR) vendor

- Maintaining and updating a listing of scofflaw files on an automated basis for the City to upload into the handheld ticket writers
 - Providing monthly reports with access to the reports over the web
 - Providing ad hoc reporting capability with access to all data fields; reports will be exportable to a delimited file format and Excel
 - Providing 21st Century system security and backup provisions
 - Putting appeals on hold and paraphrasing appellant's comments prior to sending to Agency, daily
 - Tracking each step of 1st and 2nd level reviews of hearing process
 - Providing notification to Agency of 2nd level hearings
 - Scheduling 2nd level hearings with Agency and providing all supporting documentation for in-person phone and written appeal requests
 - Providing a help ticket system for tracking customer problems and development requests
 - Providing a unique barcode for each citation and related correspondence
- **Enforcement System Software - Provide a description and pricing for the enforcement system offered, as well as any associated solution components or devices. If any ongoing fees apply, please specify and provide pricing.**

Basic System Overview

iParq's easy-to-read citation page includes color schemes and readily identifiable icons in an approachable format on a single screen. Detailed violation information including fine structure, customer name, ID number, status information, late fees, pictures (evidence), and an extensive notes fields are all accessible by authorized users.

Our system tracks each citation from the moment it is started on our handheld device or once scanned for handwritten citations all the way through the citation life cycle. After a citation is issued, the violator can either pay or appeal. If still open, the system will automatically run the citation through the DMV processes, letter generation, and even outside tax return intercepts or collection systems. It can be transferred to an outside collector for their sole collection efforts or can be transferred to outside collectors preserving the right to collect by the NCPA client. This dual collection authority has solved many situations when a parker is ready to pay, but is not in the proper office. For that parking customer, it's great customer service. And a proper integration can keep the payments and files up-to-date between outside agencies and the NCPA clients.

Customers can quickly and easily pay citations over the web at our virtual front counter using a simple process. The customer enters either the citation or license number to access the full citation record. Recipients pay the citation using any form of payment currently accepted by the Agency. iParq's systems and servers are PCI DSS compliant and securely handle online payments. For payment at a front counter, including cash payments, iParq has detailed cashier reports and audit controls to ensure proper controls, receipts, and deposits.

iParq's system fully populates information relating to the citation as soon as the user enters either the citation or license number. If, after reviewing the citation's evidence, a customer would like to appeal, he/she simply hits the "appeal" button, enters an explanation into the

text box, and uploads any evidence files (electronic evidence files include most 21st century formats). For administrative ease, all information necessary to make an informed decision is displayed for the hearing officer on one screen. Once a decision is made, a simple push of a button will let the customer know the appeal decision, enter the decision in the record, and activate triggers to do such things as allow for payment options as needed.

iParq understands that historically the appeals process has been both time-consuming and expensive for all involved. For over 18 years we have refined the system to help the parker make the right choice when deciding whether to pay or appeal. This means that when a parker goes online or comes to a front counter to pay, the parker can review pictures, location information, details of the citation (including a scan of any handwritten citations), dates the DMV was contacted, copies of the notifications sent, all previous citations he/she has received, outcomes from hearings, payment history, and all amounts due and why. The system design guides the parker with visual cues and readily identifiable evidence to encourage the parker to hit the pay button instead of the appeal button. This design increases collection rates and speed of collections for all iParq clients.

The system has the ability to store unlimited notes. Each note is dated, time-stamped, and contains the user information of the person who wrote it. The system has the ability to apply a general note to the specific citation or the user account, and may be marked as private or public.

Furthermore, iParq provides communication networks via email, phone, and online chat. iParq provides software, online manuals (when necessary, standard forms, and a multitude of reporting features) to assist day-to-day operations.

iParq was the first to bring all these capabilities together on one easy to understand webpage. Clients using the system are constantly impressed by the ease of use, convenience, and high customer service level capability our system helps bring to their operations.

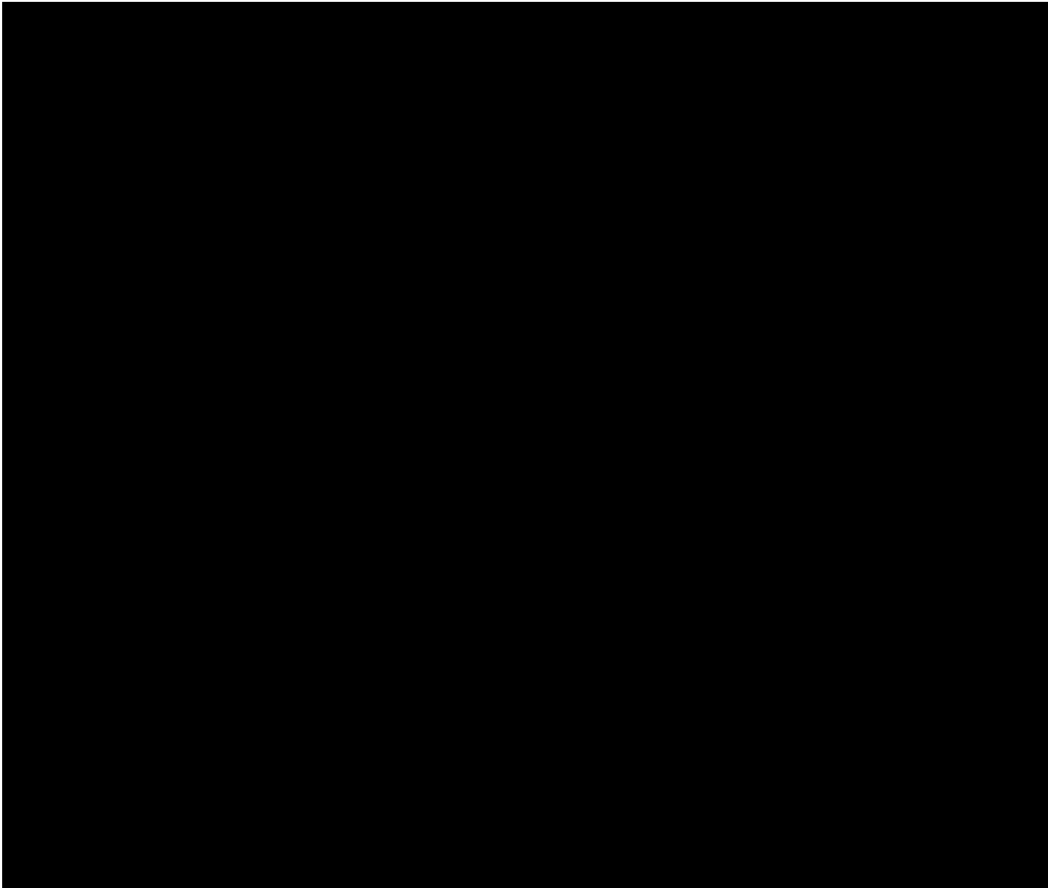
Because we invented these systems, we understand how they foundationally work and how they can be improved. We actively collaborate with our clients as partners to identify additional improvements, and over 50% of our revenue is reinvested into the development of new technology. We continually evolve and refine our systems so our partners have the best technology available on the market. Others in the industry may try to copy us, but they are years behind, unable to make improvements on par with iParq's industry-leading technology.

Customer Interface

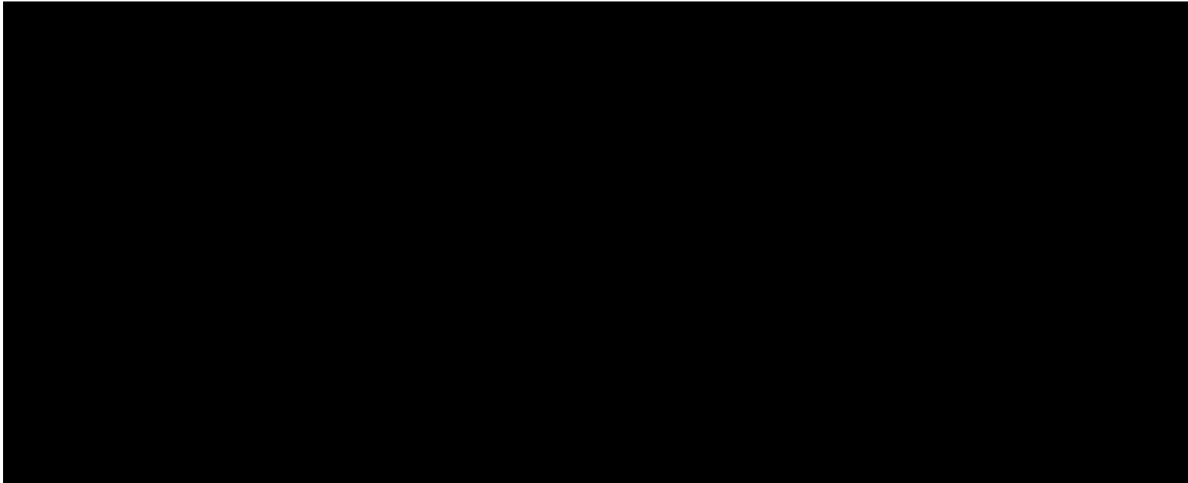
Customers can pay or appeal citations and apply for a permit on the same website.

New Users

A new user is prompted to create an account, which will collect all of the relevant information required by the Agency, including vehicle information, and any verification documents required by the Agency to prove eligibility. The system guides the user through the simple, one-screen, account creation process. After account creation, the parking customer is logged in and ready to pay or appeal a citation, purchase available permits (if eligible), upload additional address verification documents, or edit their account information.

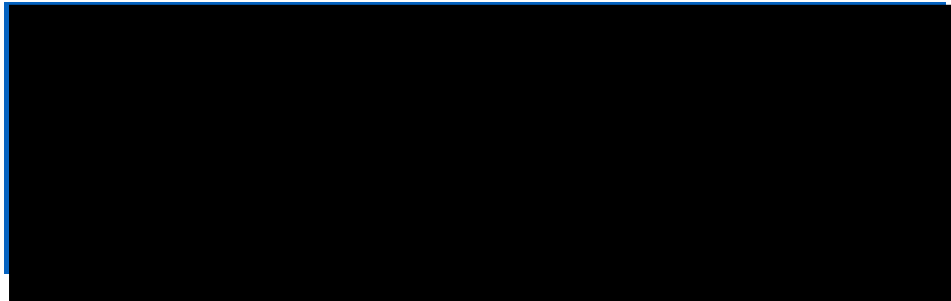


Examples of Eligibility Document Types for Upload

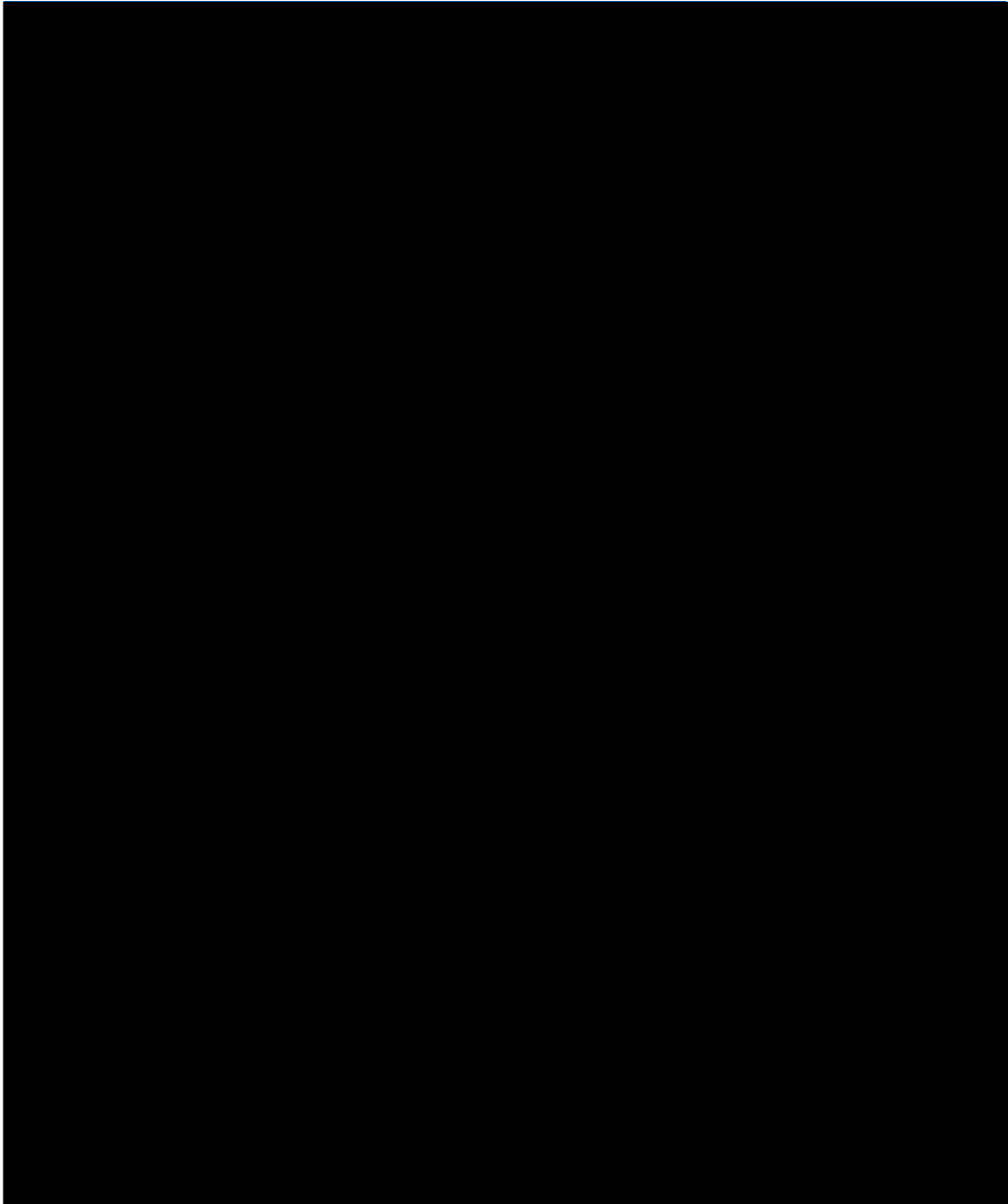


Existing Users

Existing users log in using a common and familiar web interface.



Parking customers may buy any type of permit the Agency sells, pay or appeal citations, and get links to relevant information.



Scofflaw: Booting & Towing

Scofflaw alerts for citations and warnings is an included and standard function of the iParq System. The Agency may enable penalties or warnings triggers that notify the officer in the field of the Scofflaw status and instruct the officer to conduct the next appropriate procedure. The Scofflaw Settings module offers flexibility to both enforce compliance and to incorporate educational tools to better serve your parking customers. For example, the Scofflaw Field Alert may instruct the officer to initiate boot/tow, and it could also be set up to provide a warning to a first time offender. The flexibility and functionality is designed to give the

Agency the tools they need to manage Scofflaw related actions based on the rules and goals of the Agency.

The Scofflaw Settings module is designed to offer the Agency multiple options for managing when a parking customer has received too many citations, or conversely, allows for

[REDACTED]

Citations. Each of the trigger sets may be used independently or in conjunction with each other to set thresholds for amounts outstanding, date or total day ranges, and a number of other variables that define and automate the Scofflaw procedures of the Agency. Once set up, the System handles all the tracking, reporting, and actions required to manage Scofflaws, eliminating any manual processes Agency staff may be currently using to discover and manage repeat offenders.

Aging Actions

The iParq system tracks citations from issuance through adjudication and collection. No citations are ever “lost,” regardless of what part of the process a citation may be in. iParq’s Aging Action triggers are configurable and will be set according to the business rules of the Agency. Once set up to comply with with Vehicle Code requirements they may only be changed at the sole discretion of the Agency.

Examples of aging actions are: email notice, letter notice, late fee, DMV lien, transfer to student account, close citation, and block appeal.

All Aging Actions can be set to be suspended automatically during an appeal review period, and if necessary will automatically resume once a decision has been made. Due dates can be cancelled upon payment in full. They can be suspended/held during the time an initial appeal is being reviewed, an Administrative Hearing has been requested and/or an appointment with Superior Court has been scheduled.

These are features standard within our system logic, and are user-definable by the Agency during implementation. Like all iParq systems, if client policy changes the system can be changed to cut over to the new policy without fear of affecting previous citations, actions, hearing or other parts of the system. Your historical data and rules are always preserved for audit or investigative purposes. This preserves evidence, custody, and reliability of the Agency’s data, regardless of the rule or law changes throughout the term of Agency’s use.

iParq invented the process of online adjudication. The System handles all types of adjudication (hearings) from 100% online adjudication, to online hearing scheduling, to paper applications, to manually created hearings. It is simply the most robust adjudication system ever built. We look forward to showing you the benefits and convenience of the System.

Reporting

iParq reports are organized into three categories: Standard, Personal and Extended. Standard reports contain a comprehensive look at all of the information available to the

administrative user. Standard reports are comprehensive, and data can be narrowed to each user's specific needs with iParq's easy-to-use Ad Hoc reporting tool. Users may create the reports they need specific to their job function, and save them in the system as Extended Reports any authorized user may access, or Personal Reports only available to the creator of the report. Reports may also be scheduled to run and automatically be sent by email, so once set up, reports arrive in the user's inbox, and no time is spent "pulling" reports.

iParq's efficient and easy-to-use administrative website makes producing beautiful content-specific reports into a simple process. Our system features a standard suite of commonly-used standard reports, which can be generated in real-time, using up-to-the-second information from the database.

Reporting is available online 24/7/365 and is provided in real time. Reports are available in daily, monthly, and annual time frames or by any custom date range. Report formats and content may be set up and scheduled to be sent by email on a recurring basis. Furthermore reports can be scheduled to be sent on a regular basis via email to recipients designated by authorized Agency representatives.

In addition to standard reports, ad-hoc reporting is a standard feature in the iParq system and can be easily used by any authorized staff to create personalized ad hoc reports that give the user the exact information they need.

✓ Ad Hoc Reporting

iParq has been developing and refining reports for more than 18 years, and ad hoc reporting is a standard feature in the iParq system. The standard suite of reports the University requires will be included with your system. The ad hoc reporting function allows Standard Reports to be narrowed down to the user's specific needs.

✓ Custom Reporting

Custom reports required outside of the included Standard and Ad Hoc reporting capabilities can be developed upon request to suit the needs of the Agency. If additional standard reports are needed, our Client Services staff and our Software Support team will assist in creating reports that will become and remain standard reporting within the Agency's suite of Personal or Extended Reports.

Due to space constraints we have not provided sample reports. Samples are available upon request.

Administrative Access

iParq's system bundles several scalable controls for user security access to ensure only authorized personnel can access the system. User level management allows the Agency to grant varying levels of access rights and security privileges, including void/dismiss citations, accept payments, read-only or insert/edit/delete ability, by simply choosing a job-based "permission set" or by specific access selection for parking staff.

Furthermore, an authorized administrator can revoke an individual's administrative access any time in mere seconds. A unique ID and password is given to each of your staff members, and this individual account reflects the access defined for that user.

Furthermore, administrators will be given job duty specific access to provide your staff with varying levels of access and modification capabilities pursuant to their responsibilities and security level. All user access continuously logged and periodically audited. Any changes made to any record on the iParq system are permanently recorded for easy auditing. Changes are date and time stamped with the user's login credentials, so the Agency knows who accessed what and when.

For pricing, please refer to the Pricing section of this document.

- **Handheld Enforcement Computers**

- **All-in-One Handheld Enforcement Computer and Printer Solution - Provide a description and pricing for each configuration of integrated "all-in-one" handheld computer and printer device offered, as well as any associated parts or equipment. If any ongoing fees apply, please specify and provide pricing.**

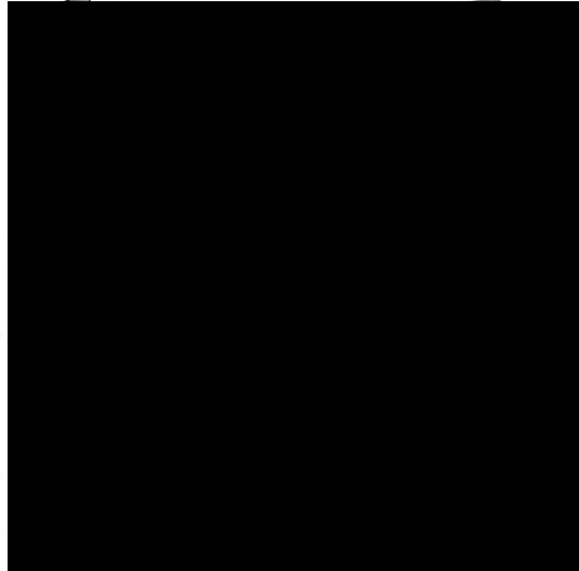
N/A. iParq does not currently offer all-in-one handheld devices.

- **Two-Part Handheld Enforcement Computer and Printer Solutions - Provide a description and pricing for each configuration of two-part handheld computer and printer device offered, as well as any associated parts or equipment. If any ongoing fees apply, please specify and provide pricing.**

iParq Handheld Enforcement Hardware and Specs

iParq leases [REDACTED] smartphones to our clients for use by their Parking Enforcement Officers (PEO) in the field. When you use the iParq handheld equipment, all citations are written on iParq's handheld citation software, and transferred to the system in real-time. Pictures are uploaded to the system at the same time as the citation details and are available online to the violator, vastly reducing the amount of appeals received by iParq clients, due to the evidence gathering capabilities of this software. Our handheld devices communicate wirelessly (or via cellular data plans), in real time, with our parking management system. A cellular or wireless connection transfers the data between the Agency's administrative system and the handheld unit. This gives the administrator or the PEO immediate access to all necessary information. These low-cost, high-performance handhelds are fully integrated with iParq software, and include integrated barcode scanners.

Vehicle-based LPR is integrated directly with iParq's handheld, printer, and backend system for a seamless experience.



Parking citations print from a lightweight thermal printer, that can worn on the belt, mounted in a vehicle, or worn on a sling. The handheld device and printer communicate through a wireless Bluetooth connection.



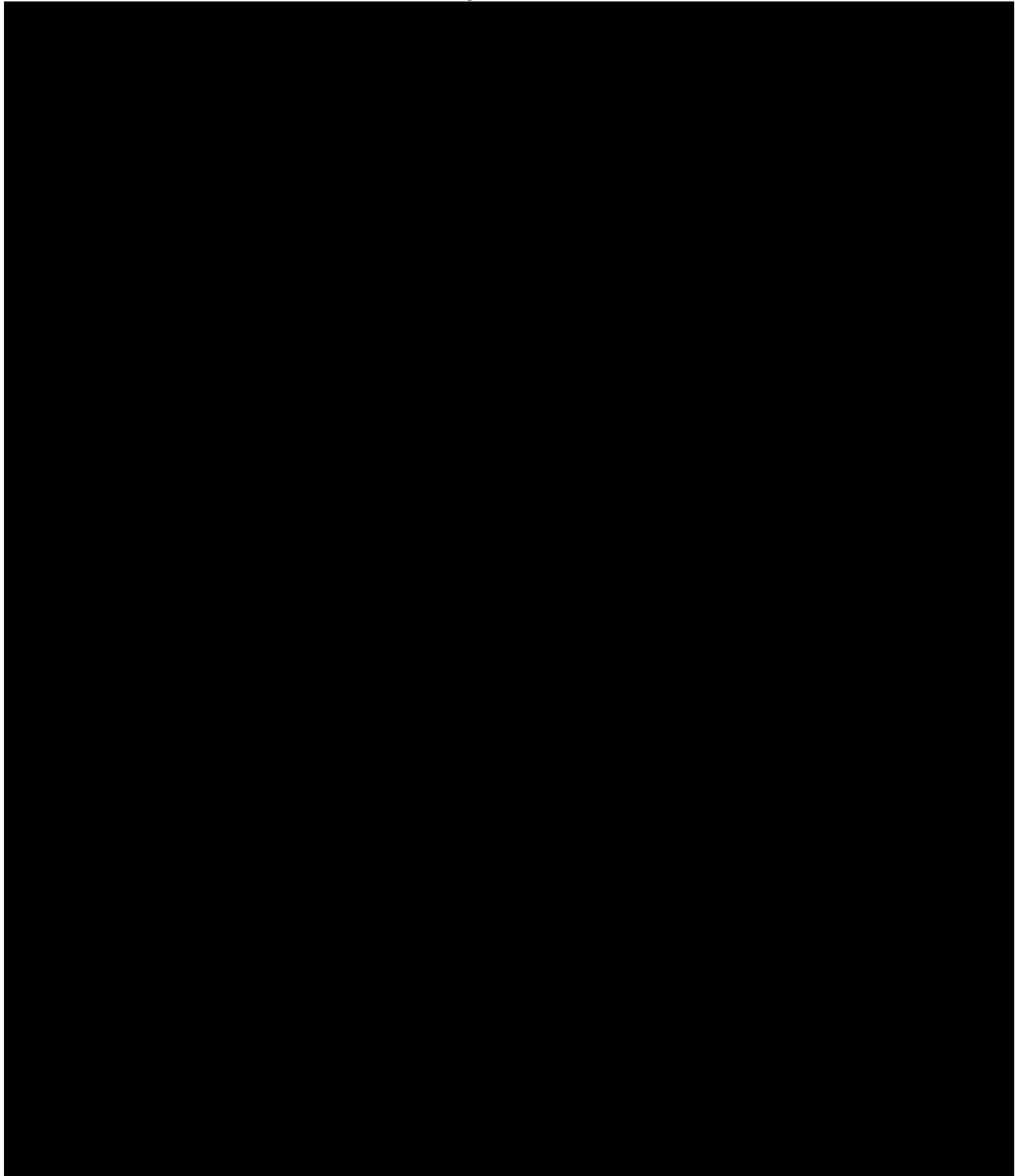
iParq offers total system support for the system application and the handheld citation-writing hardware and software under a single comprehensive maintenance and support program. If an iParq leased handheld device is damaged for any reason during the lease term, iParq will provide a no fault replacement within one business day. Furthermore, at no cost to you, ten percent of the total handhelds in use will be

provided as live spares that will be on site at the Agency designated locations for immediate activation and use, should something go wrong with an active handheld. This means that for every ten handhelds in use, one will be set aside ready to replace any damaged or lost handheld, ensuring your enforcement operation is always up and running. If hardware is purchased through iParq, iParq will comply with the warranty for the handheld equipment up to the manufacturer's warranty.

iParq offers a comprehensive handheld hardware and software support agreement. This agreement is bundled with our Lease agreement. Sign up for our Lease agreement and iParq provides unlimited software upgrades and hardware replacements/upgrades for the life of the contract. There are ongoing software upgrades to the web system and to the handheld to ensure your staff always has the best parking solution available.

For pricing, please refer to the Pricing section of this document.

Handheld Device and Printer Specifications



- **Citation Paper Stock and Envelopes - Provide a description and pricing for citation paper stock and envelopes in various sizes, colors and paper**

specifications. Please specify any minimum purchase quantities or pricing for bulk purchases.

iParq is a supplier of custom citation stock and optional envelopes. We can provide distinctly different citation paper with color differences to easily distinguish where the citation was received. iParq's PM can also work with the Agency PM to source paper that meets the Agency's needs. Custom text and fields may be placed on paper. Additionally, iParq offers a standard citation roll that offers less customization for economic clients. All iParq paper is thermal (no smears), water resistant, and tear resistant. Standard paper is 1.5"W x 6.5"L.

iParq can provide yellow citation envelopes upon request. Most iParq clients forgo this option as all paper is extremely water resistant and the customer/parker interaction encourages online payments and/or appeals. Mailing is no longer a necessary requirement for most iParq clients.

For pricing and minimums, please refer to the Pricing section of this document.

- **Accessories - Provide a description and pricing for any additional accessories including but not limited to charging devices, carrying options, spare/replacement parts, etc..**

iParq has the following accessories that may be bundled with a handheld unit, dependent on Agency or officer preference. Bundles may include a printer belt clip, handheld belt clip, printer shoulder strap, handheld waterproof case, stylus pen, single car charger, and single wall unit charger. Samples of these may be shipped to NCPA to physically review if desired.

For pricing, please refer to the Pricing section of this document.

MISCELLANEOUS AND SPECIAL SOLUTIONS - Provide a description and pricing for any additional or special equipment, systems or services, including custom integration or development work.

iParq is first and foremost a software company; integrations are easily accomplished with just about any 21st century system the Agency desires, including LPR, mobile payment, and pay station systems. iParq will partner with each Agency to determine the desired outcomes of each integration, and work with your vendors to receive information from their systems via API. Furthermore, iParq has existing API's specifically built for parking interfaces. The most recent integration completed was an interface with MobileNow!, which may be utilized to quickly and expertly integrate with other mobile and pay station vendors. iParq will also act as the host provider for all your enforcement and permit systems.

During implementation, iParq's Development team will work in the background to ensure that any custom and integration development work is performed on time and exceeds expectations. The most typical development work is the creation of custom reports, connection to APIs, and custom Single Sign On (SSO).


Required Documents

iParq acknowledges the forms provided by NCPA that do not require a signature: FEMA Standard Terms and Conditions Addendum for Contracts and Grants, Required Clauses for Federal Assistance by FTA, and State Notice Addendum. Due to space constraints we have not provided copies again. All other required forms are provided in the body of our RFP response.

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor INET INC. DBA I Parq
Print Name TODD FISHER
Address PO Box 60309
City, State, Zip SAN DIEGO, CA, 92166
Authorized signature 
Date 3/14/18

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature

X


Date

3/14/18

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name INET INC. DBA IPARQ
Address PO Box 60309
City/State/Zip SAN DIEGO, CA 92166
Telephone No. (605) 562-8700
Fax No. (444) 900-7845
Email address TODD@IPARQ.COM
Printed name TODD FISHER
Position with company CEO
Authorized signature 

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/08/2021

SUBJECT: Amendment No. 2 to Professional Services Agreement with Keyser Marston Associates, Inc.

RECOMMENDATION

Proceed to City Council for approval of Amendment No. 2 to Professional Services Agreement (PSA) with Keyser Marston Associates, Inc. (KMA) to provide financial analysis services for the Acacia Apartments project and Trumark affordable for sale units at Central Park Village in the additional amount of \$30,250.

BACKGROUND/DISCUSSION

Innovative Housing Opportunities/Acacia

Innovative Housing Opportunities (IHO) approached City staff to discuss the current financial state of the Acacia Apartments project as well as IHO's proposed amendments to the deal structure, including the Affordable Housing Agreement and City loan terms. Staff initially worked directly with IHO to negotiate assistance options. Dialogue between City staff and IHO representatives was slow moving for quite some time when it was realized the necessary analysis was beyond staff's resources and therefore a consultant was necessary.

With the retirement of a Management Analyst II and Economic Development Manager in the Community Development Department, there was a loss of institutional knowledge with these positions not re-filled, and existing staff lacked technical housing expertise to keep Brea's housing programs going. While the City explored alternatives for staffing the housing programs going forward, it was necessary to hire a consultant to provide financial analysis services for the Acacia Apartments project.

In 2018, staff requested a proposal and quote from KMA to perform a comprehensive financial analysis of the Acacia Apartments project.

In July 2018, the City of Brea entered into a PSA with KMA for \$24,500 to provide "economic development initiatives, real estate analysis, assistance in fee studies and various related services on an as-needed basis." The dollar amount of this PSA fell into the City's Informal Solicitation Purchasing Policy by which the City Manager had the authority to execute the contract (up to \$25,000). This PSA is funded by the Housing Successor Fund (280).

Trumark Homes

Later that same year Trumark Homes, LLC was preparing for construction of their affordable for-sale units at Central Park Village and would be required to work with City staff in setting

affordable sales prices. In October 2018, staff requested an additional proposal and quote from KMA to provide financial analysis services associated with setting affordable sales prices for Trumark's project. The cost to perform analysis for both projects (Acacia and Trumark) were within the original \$24,500 contract amount; no additional funds were necessary.

Amendment No. 1

Once work was well underway, several unexpected issues were discovered with both projects which caused more analysis than originally anticipated. KMA worked with IHO and City staff to establish the needs of the Acacia Apartments project to ensure future feasibility. Additional analysis included the need to investigate the history of the project and the current status of the capital needs, prepare cash flow analysis, and review and summarize all of IHO's requests. KMA also worked with Trumark and City staff to establish the calculation of the affordable sales price covenants. However, additional analysis included the need to review the City's Housing Ordinance, revisions to the calculations, and numerous conference calls with City staff and Trumark.

In September 2020, staff requested an additional proposal and quote from KMA to review complete transaction packages submitted by Trumark for the 20 affordable for-sale units at Central Park Village. The additional analysis mentioned above, plus the additional services resulted in the need to increase the amount of the existing PSA from \$24,500 to \$39,790. Due to the urgency of the matter to keep the projects moving, it was determined that under Section 3.24.120 E. of the City's Purchasing Code, it was in the best interests of the City to allow the City Manager to execute Amendment No. 1 (dated September 21, 2020) to the PSA with KMA.

Need for Amendment No. 2

KMA has continued working on the Acacia analysis, as well as attend multiple meetings at the request of City staff. In addition, there has been much continued communication and review regarding affordable buyer qualifications for the Central Park Village for-sale units. At the request of staff, KMA has provided an additional proposal and quote for future needs related to the outcome of negotiations regarding the Acacia Apartments project and continued review of affordable homebuyer application packages. The additional request for services would result in an increase of \$30,250 to the contract. This would bring the current contract amount of \$39,790 to \$70,040. However, there are potential savings if not all requested services are utilized.

While KMA has provided additional guidance to Trumark related to qualifying affordable buyers; going forward KMA's scope of work related to the affordable for-sale units at Central Park Village will only consist of assisting City staff with review of buyer application packages. Staff will look to recuperate costs from both IHO and Trumark where applicable. However, there is still a need for KMA's services, specifically to review at least 20 affordable buyer application packages (which was quoted at \$20,000). It is the intent of staff to take over this process in future.

SUMMARY/FISCAL IMPACT

The continued need for this PSA with KMA is due to the loss of institutional knowledge with staff retirements and current staff lacking the same level of technical housing expertise. In the upcoming Fiscal Year, staff will be evaluating the need for additional staffing resources and/or technical expertise proportionate to maintenance of existing housing and future projects.

Staff requests the Finance Committee recommend that Amendment No. 2 to the PSA with KMA proceed to City Council for approval. KMA would continue to provide financial analysis services for the Acacia Apartments project and the Trumark affordable for-sale units at Central Park Village. The not-to-exceed amount of this amendment is \$30,250. This would bring the current contract amount of \$39,790 to \$70,040. This PSA is paid from the Housing Successor Fund (280), thus creates no impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Marie Dao, Management Analyst

Concurrence: Tracy Steinkruger, Community Development Director

Attachments

Professional Services Agreement

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment to Professional Services Agreement is made and entered into this ____ day of _____, 2021, by and between the **CITY OF BREA**, a municipal corporation (hereinafter called the "CITY") and **KEYSER MARSTON ASSOCIATES, INC.** (hereinafter called the "CONSULTANT").

A. RECITALS

(i.) On or about July 30, 2018, CITY and CONSULTANT entered into an agreement for professional services, whereby CONSULTANT provides **economic development initiatives, real estate analysis, assistance in fee studies and various related services on an "as-needed" basis** ("Agreement", hereinafter.)

(ii.) The parties hereto desire to amend the Agreement to increase the contract amount from \$39,790 to a not-to-exceed amount of \$70,040.

B. AMENDMENT

NOW, THEREFORE, it is agreed by and between CITY and CONSULTANT as follows:

1. Notwithstanding any other provision therein, the contract amount of the Agreement is hereby increased from \$39,790 to a not-to-exceed amount of \$70,040. Except as amended by this Amendment, all other terms and conditions of the Agreement remain unchanged.
2. The persons executing this Amendment warrant that they are authorized to execute this Amendment and that this Amendment is binding on the parties hereto.


NOW, WHEREFORE, the parties have executed this Amendment as of the date first set forth above.

CITY OF BREA
A Municipal Corporation

Name: _____
Steven Vargas
Mayor

Attest: _____
Lillian Harris-Neal
City Clerk

CONSULTANT
Keyser Marston Associates, Inc.

Name: 
Julie Romey
VP, Assistant Secretary and
Senior Principal

Name: _____
Kevin Engstrom
VP and Senior Principal

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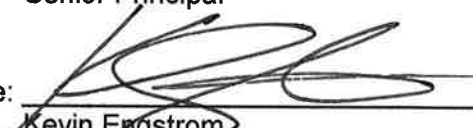
CITY OF BREA
A Municipal Corporation

CONSULTANT
Keyser Marston Associates, Inc.

Name: _____
Steven Vargas
Mayor

Name: _____
Julie Romey
VP, Assistant Secretary and
Senior Principal

Attest: _____
Lillian Harris-Neal
City Clerk

Name:  _____
Kevin Engstrom
VP and Senior Principal

City of Brea**FINANCE COMMITTEE COMMUNICATION**

TO: Finance Committee Members**FROM:** Bill Gallardo**DATE:** 06/08/2021**SUBJECT:** Renewed Measure M (M2) Eligibility Submittal Package for Fiscal Year 2021-22

RECOMMENDATION

1. Approve and authorize staff to submit to Orange County Transportation Authority (OCTA) the Measure M2 Seven-Year Capital Improvement Program for Fiscal Years 2021-22 through 2027-28 to comply with Measure M2 eligibility criteria; and
2. Adopt a Resolution concerning the status and update of the Circulation Element, Mitigation Fee Program, and Pavement Management Plan for the Measure M (M2) Program.

BACKGROUND/DISCUSSION

To maintain its eligibility to receive Measure M2 sales tax revenue, the City is required to submit annual documentation on its transportation related programs to OCTA. Every seven years, OCTA requires an expanded submittal of the City's programs and projects affecting circulation and transportation to verify that these elements are in alignment with Measure M2 and countywide plans.

This year's submittal requires the following documentation:

- 7-Year Capital Improvement Program Budget presented in the OCTA format
- Circulation Element / Master Plan of Arterial Highways (MPAH) Consistency*
- Congestion Management Program
- Eligibility Checklist
- Maintenance of Effort (MOE) Documentation
- Mitigation Fee Program*
- Pavement Management Plan (PMP)*
- Transit / Non-Motorized Transportation Letter

* Requires Council Resolution

M2 Seven-Year Capital Improvement Program CIP

The City's Measure M2 Seven-Year CIP for Fiscal Years 2021-22 through 2027-28 is a transportation planning and fiscal forecasting document used to guide future programming for transportation capital improvement projects. The M2 Seven-year CIP is consistent with the proposed Citywide Capital Improvement Program Budget for Fiscal Year 2021-22. The submittal of the M2 Seven-Year CIP does not commit the City to funding the identified

improvements. However, projects must be included in the M2 Seven-Year CIP to be eligible to receive Measure M2 funding. This document is updated every year to allow for changes based on City Council priorities. The City's Seven-Year CIP includes 60 projects with a total preliminary projected budget requirement of approximately \$101 Million over the seven-year period. The M2 CIP document emphasizes projects that improve circulation, mitigate traffic congestion and maintain the City's investment in existing transportation infrastructure.

Orange County Master Plan of Arterial Highway (MPAH) Consistency

The MPAH was established to provide planning, development, and preservation of a coordinated regional arterial highway network to supplement the countywide freeway system. To remain eligible for Measure M2 funds, the City's General Plan Circulation Element must be consistent with the MPAH by maintaining an equivalent number of minimum through lanes on each arterial highway shown on the MPAH map. The City's Circulation Element is in full compliance with this requirement. Biennially, the City must submit a City Council-adopted resolution to OCTA attesting that no unilateral reduction in lanes has been made on any arterials identified in the MPAH.

Mitigation Fee Program Concurrence Documentation

Biennially, the City must submit a City Council-adopted resolution to OCTA certifying that the City has an existing mitigation fee program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development. The resolution reaffirms the City's existing Mitigation Fee Program.

Pavement Management Plan (PMP)

The City's PMP outlines the processes in place for the planning, preventative maintenance and repair of the City's roadways. The PMP analyzes pavement life cycles, assesses overall system performance costs, and assists the City in determining pavement maintenance strategies and cost estimates necessary to maintain the City's roadway network. An updated PMP report is required to be submitted to OCTA on a biennial basis. The City's PMP inspection was completed in May 2021.

SUMMARY/FISCAL IMPACT

Annual submittal of Measure M2 eligibility documentation to the Orange County Transportation Authority (OCTA) is required to receive Measure M2 sales tax revenue funds. The eligibility process this year requires submittal of the eight items listed above including the adoption of a resolution attesting to the consistency of the City's General Plan Circulation Element with the County Master Plan of Arterial Highways (MPAH), confirming the City's existing transportation Mitigation Fee Programs, and submitting to OCTA the City's approved Pavement Management Program (PMP). Approval of the recommended action will satisfy these requirements.

Fulfillment of the eligibility requirements for FY 2021-22 will confirm the City's ability to continue receiving M2 funds. In addition, the City's annual M2 local jurisdiction apportionment, more commonly referred to as "Fairshare," is estimated at \$962,331 for Fiscal Year 2021-22. This action has no negative impact to the General Fund.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Warren Coleman, Sr. Management Analyst

Concurrence: Michael Ho, P.E., Deputy Director / City Engineer

Tony Olmos, P.E., Public Works Director

Attachments

MOE Certification

PMP Report

Resolution

CMP Documentation

OCTA Format CIP



APPENDIX I

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Brea

Type of GENERAL FUND Transportation Expenditures:

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Maintenance Program	\$ 1,594,662.00
Parkway Trees Program	\$ 213,744.00
Subtotal Maintenance	\$ 1,808,406.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
Subtotal Indirect/Other	\$ -

Total General Fund Transportation Expenditures	\$ 1,808,406.00
(Less Total MOE Exclusions ¹)	\$ 450,000
MOE Expenditures	\$ 1,358,406.00
MOE Benchmark Requirement²	\$ 838,243.00
(Shortfall)/Surplus	\$ 520,163.00

Certification:

I hereby certify that:

- The City/County of Brea is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility
- The City/County of Brea's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;

Choose one of the following:

- The City/County of Brea certifies that the budgeted MOE expenditures meet the fiscal year (FY) FY 2021-22 MOE benchmark requirement through one of the options below:

- A) The budgeted MOE expenditures meet the MOE benchmark dollar value consistent with column A of Exhibit 2 in the M2 Eligibility Guidelines.
- B) The budgeted MOE expenditures meet an MOE % of general fund revenues of the City's FY 2021-22 budget, consistent with column C of Exhibit 2 in the M2 Eligibility Guidelines.

Cindy Russell
Finance Director Signature

Cindy Russell
Finance Director (Print Name)

5/18/2021
Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.

² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement. The MOE benchmark requirement is anticipated to be modified due to financial impacts of the COVID-19 pandemic, contingent on OCTA Board approval of an M2 Ordinance amendment.

PUBLIC WORKS

| FY 2021-22 Requested Budget Worksheets

FY 2020-21 Actuals is based upon activity through December 31, 2020

FY 2021-22 Proposed Budget: Assumes Pandemic Gradual Re-Opening Through September 30, 2021

FY 2021-22 Revised Budget: Assumes Pandemic Gradual Re-Opening Through December 31, 2021

110515121 STREET MAINTENANCE

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
4111	FULL TIME	207,904	297,507	290,055	298,707	185,202	298,707	290,355	290,355
	--								
4112	PART-TIME & SEASONAL	83,848	84,539	62,283	81,812	78,907	81,812	84,354	84,354
	--								
4113	OVERTIME	3,683	3,000	3,607	4,000	6,461	7,000	4,000	4,000
	MSW II (75 HRS)							4,000	
								<u>4,000</u>	
4123	SPECIAL PAY	-	-	-	70	-	70	-	-
	ON CALL PAY (300/WK)-SPLIT BTWN ST & SEWER (150K TOTAL)							7,800	
	OTHER SPECIAL PAY							4,000	
								<u>11,800</u>	
41230045	VACATION PAYOFF	-	389	1,984	390	8,598	390	661	661
	--								
41230048	VACATION BUYDOWN	5,950	1,056	1,785	3,040	-	3,040	2,578	2,578
	--								
41230064	COMP TERMINATION PAYOFF	-	21	-	20	71	20	-	-
	--								
41230137	HOLIDAY BANKS PAID	-	122	-	120	95	120	-	-
	--								
41230190	UNIFORM ALLOWANCE	-	125	-	-	-	-	975	975
	--								
41230192	WORK SHOE REIMBURSEMENT	825	992	1,075	990	1,075	1,075	-	-

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	--								
41230196	FITNESS/WELLNESS PROGRAM	303	1,795	909	1,778	671	1,778	1,795	1,795
	--								
41230650	ON CALL STIPEND	2,148	1,887	5,136	2,150	1,110	2,150	2,968	2,968
	--								
4131	RETIREMENT PERS	45,687	72,334	73,082	81,235	51,694	81,235	80,032	80,032
	--								
4131A	PERS COST SHARING	-1,430	-	-2,255	-	-1,272	-	-	-
	--								
4134	WORKERS' COMPENSATION	12,602	23,496	23,496	23,897	17,171	23,897	25,218	25,218
	--								
4141	MEDICARE	4,527	6,173	5,139	6,255	3,992	6,255	5,943	5,943
	--								
4151	FLEXIBLE BENEFITS	30,247	42,155	50,346	49,258	30,400	49,258	33,745	33,745
	--								
4153	AUTOMOBILE ALLOWANCE	1,680	1,680	1,680	1,680	1,190	1,680	1,680	1,680
	--								
	EMPLOYEE COSTS SUB-TOTAL	397,975	537,271	518,323	555,402	385,366	558,487	534,304	534,304
4221	TRAINING	41	-	-	-	-	-	-	-
	--								
4249	PROFESSIONAL SVC-OTHER	94,527	114,000	188,400	164,000	243,688	177,000	169,400	164,900

PUBLIC WORKS

| FY 2021-22 Requested Budget Worksheets

*FY 2020-21 Actuals is based upon activity through December 31, 2020
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110515121 STREET MAINTENANCE

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
	CONCRETE REPAIR							80,000	
	GRAFFITI REMOVAL							29,400	
	STREET STRIPING							60,000	
								<u>169,400</u>	
4259	RENTALS & LEASES-OTHER	-	-	495	-	-	-	-	-
	--								
4269	BLDG & EQUIP SVC-OTHER	281,109	330,181	301,935	285,000	306,142	313,000	285,725	285,725
	CONTRACT ASPHALT REPAIRS							100,000	
	LIGHT POLE INSTALLTION FROM ACCIDENTS							30,000	
	CONTRACT TRAFFIC SIGNAL MAINTENANCE							145,000	
	BREA MALL RING ROAD							10,725	
								<u>285,725</u>	
4279	TRAVEL & MEETING EXPENSE	718	500	93	-	-	-	-	-
	MSA REGIONAL MEETINGS							0	
								<u>0</u>	
4283	ST LGTS & TRAFFIC SVC	310,454	330,000	309,867	330,000	253,966	310,000	310,000	310,000
	ELECTRICITY FOR STREET LIGHTS AND SIGNALS							310,000	
								<u>310,000</u>	
4299	SERVICES-OTHER	1,263	830	1,105	1,300	960	1,300	1,300	1,300
	UNIFORMS							1,300	
								<u>1,300</u>	
4311	FOOD & CLOTHING	40	-	15	-	99	-	-	-
	--								
4331	PAINT & RELATED SUPPLIES	1,562	500	5,745	1,000	3,194	2,600	1,000	1,000
	PAINT FOR COVERING GRAFFITI							1,000	

PUBLIC WORKS

| FY 2021-22 Requested Budget Worksheets

*FY 2020-21 Actuals is based upon activity through December 31, 2020
 FY 2021-22 Proposed Budget: Assumes Pandemic Gradual Re-Opening Through September 30, 2021
 FY 2021-22 Revised Budget: Assumes Pandemic Gradual Re-Opening Through December 31, 2021*

110515121 STREET MAINTENANCE

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
								<u>1,000</u>	
4332	JANITORIAL SUPPLIES	43	-	-	-	149	-	-	-
	--								
4334	ROCK ASPHALT SAND ETC	6,795	4,000	7,401	4,000	3,125	8,000	4,000	4,000
	ROAD BASE, SAND, ASPHALT							<u>4,000</u>	
								<u>4,000</u>	
4337	ELECTRICAL SUPPLIES&PARTS	23,543	25,000	22,980	20,000	41,495	36,000	25,000	25,000
	ST LIGHT POLE REPAIR PARTS INCLUDING POLES, INCLUDES							<u>25,000</u>	
								<u>25,000</u>	
4339	CONSTR/MAINT SUPPLIES-OTH	1,095	1,500	945	1,000	1,371	1,000	1,000	1,000
	LUMBER, HARDWARE ITEMS							<u>1,000</u>	
								<u>1,000</u>	
4343	SAFETY EQUIPMENT	1,204	1,500	14,764	1,500	11,664	1,500	1,500	3,500
	TRAF.CNTRL SIGNS, CONES, DELINEATORS, EVENT BARRICADES							<u>1,000</u>	
	SAFETY JACKETS AND RAINGEAR							<u>500</u>	
								<u>1,500</u>	
4345	SIGNS-SAFETY & STREET	323	-	52	-	2,989	303	2,500	2,500
	--								
4349	MINOR TOOLS & EQUIP-OTHER	1,163	-	1,958	2,000	867	2,000	2,000	2,000
	POWER AND HAND TOOLS							<u>2,000</u>	
								<u>2,000</u>	
4432	UNCOLLECTIBLE ACCOUNTS	4,088	-	179	-	3,451	5,000	5,000	5,000
	--								
	OPERATING COSTS SUB-TOTAL	727,968	808,011	855,935	809,800	873,161	857,703	808,425	805,925

PUBLIC WORKS

| *FY 2021-22 Requested Budget Worksheets*

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110515121 STREET MAINTENANCE

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
5819	VEHICLES - OTHER	82,314	111,668	111,672	119,131	99,276	119,131	171,958	171,958
	--								
5822	TECHNOLOGY CHARGES	30,247	27,511	27,516	32,591	27,159	32,591	32,708	32,708
	--								
5823	BUILDING OCCUPANCY CHRG	15,611	32,096	32,100	18,428	15,357	18,428	16,795	16,795
	--								
5826	RETIREE BENEFIT CHARGES	8,916	7,390	7,392	9,575	7,979	9,575	9,860	9,860
	--								
5827	GENERAL LIABILITY CHG	33,886	15,739	15,744	22,074	18,395	22,074	23,112	23,112
	--								
	OVERHEAD COSTS SUB-TOTAL	170,974	194,404	194,424	201,799	168,166	201,799	254,433	254,433
	110515121 TOTAL	1,296,917	1,539,686	1,568,682	1,567,001	1,426,693	1,617,989	1,597,162	1,594,662

PUBLIC WORKS

| FY 2021-22 Requested Budget Worksheets

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 FY 2021-22 Revised Budget: Assumes Pandemic Gradual Re-Opening Through December 31, 2021*

110515142 PARKWAY TREES

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
4111	FULL TIME	15,641	15,947	14,813	14,620	10,567	14,620	14,907	14,907
	--								
4113	OVERTIME	192	500	481	500	861	1,000	500	500
	MSW III (13 HRS)							500	
								500	
4116	DISABILITY PAY	-	-	-	-	29	-	-	-
	--								
41230045	VACATION PAYOFF	-	43	1,135	40	-	40	378	378
	--								
41230048	VACATION BUYDOWN	-	443	391	440	419	440	409	409
	--								
41230064	COMP TERMINATION PAYOFF	-	-	2	-	-	-	-	-
	--								
41230137	HOLIDAY BANKS PAID	-	-	27	-	-	-	-	-
	--								
41230190	UNIFORM ALLOWANCE	-	25	-	-	-	-	45	45
	--								
41230192	WORK SHOE REIMBURSEMENT	45	45	45	50	45	50	-	-
	--								
41230196	FITNESS/WELLNESS PROGRAM	36	81	-	81	36	81	81	81
	--								
4131	RETIREMENT PERS	3,397	3,989	3,664	4,060	2,921	4,060	4,285	4,285

PUBLIC WORKS

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110515142 PARKWAY TREES

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
	--								
4131A	PERS COST SHARING	-62	-	-9	-	-	-	-	-
	--								
4134	WORKERS' COMPENSATION	526	966	972	918	725	918	1,003	1,003
	--								
4141	MEDICARE	232	262	242	261	173	261	265	265
	--								
4151	FLEXIBLE BENEFITS	2,078	2,117	3,235	3,348	2,391	3,348	3,363	3,363
	--								
	EMPLOYEE COSTS SUB-TOTAL	22,085	24,418	24,998	24,318	18,166	24,818	25,236	25,236
4249	PROFESSIONAL SVC-OTHER	139,782	177,168	170,915	182,485	177,134	182,485	185,485	185,485
	<i>TREE TRIMMING (4 YR CYCLE STARTED FY18-19)</i>							182,485	
	<i>FROM 880-51-5113-4249</i>							3,000	
								185,485	
4374	TREES	158	-	327	-	108	250	250	250
	--								
	OPERATING COSTS SUB-TOTAL	139,940	177,168	171,242	182,485	177,242	182,735	185,735	185,735
5822	TECHNOLOGY CHARGES	990	1,113	1,116	1,077	898	1,077	1,080	1,080
	--								
5826	RETIREE BENEFIT CHARGES	476	500	504	469	391	469	506	506
	--								

PUBLIC WORKS

| *FY 2021-22 Requested Budget Worksheets*

FY 2020-21 Actuals is based upon activity through December 31, 2020

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110515142 PARKWAY TREES

ACCOUNT	TITLE	FY 2018-19 ACTUALS	FY 2019-20 BUDGET	FY 2019-20 ACTUALS	FY 2020-21 BUDGET	FY 2020-21 ACTUALS	FY 2020-21 YE ESTIMATE	FY 2021-22 PROPOSED	FY 2021-22 REVISED
5827	GENERAL LIABILITY CHG	643	1,065	1,068	1,080	900	1,080	1,187	1,187
	--								
	OVERHEAD COSTS SUB-TOTAL	2,109	2,678	2,688	2,626	2,188	2,626	2,773	2,773
	110515142 TOTAL	164,134	204,264	198,928	209,429	197,597	210,179	213,744	213,744

220 GAS TAX FUND

This fund is used to account for revenues received and expenditures made for street improvements and street maintenance. Financing is provided by the City's share of State gasoline taxes pursuant to the California State Constitution and authorized by the State Legislature.

	Actual FY 2019-20	Adopted FY 2020-21	Estimated FY 2020-21	Budget FY 2021-22
Beginning Balance 7/1	\$ 1,530,960	\$ 200,834	\$ 1,801,135	\$ 129,181
Resources				
Revenues				
State Gasoline Taxes	1,046,675	1,150,738	1,150,738	1,168,555
Interest	21,405	16,200	16,200	1,900
	<hr/>	<hr/>	<hr/>	<hr/>
Total Resources	1,068,080	1,166,938	1,166,938	1,170,455
	<hr/>	<hr/>	<hr/>	<hr/>
Total Available	2,599,040	1,367,772	2,968,073	1,299,636
Requirements				
Transfers-out				
General Fund (110)	450,000	450,000	450,000	450,000
Capital Improvement (510)	347,905	835,000	2,388,892	500,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Requirements	797,905	1,285,000	2,838,892	950,000
	<hr/>	<hr/>	<hr/>	<hr/>
Ending Balance 6/30	\$ 1,801,135	\$ 82,772	\$ 129,181	\$ 349,636

Exhibit 2: MOE Benchmark by Local Jurisdiction

Local Jurisdiction	(A) MOE Benchmark	(B) GFR ⁶	(C) MOE Benchmark as a % of GFR
Aliso Viejo	\$538,604	\$20,264,249	2.66%
Anaheim	\$11,725,957	\$412,996,000	2.84%
Brea	\$838,243	\$65,445,918	1.28%
Buena Park	\$4,184,754	\$70,242,813	5.96%
Costa Mesa	\$8,607,340	\$143,753,298	5.99%
County of Orange	N/A	N/A	N/A
Cypress	\$3,607,878	\$36,691,594	9.83%
Dana Point	\$1,510,094	\$41,545,825	3.63%
Fountain Valley	\$1,564,638	\$61,380,673	2.55%
Fullerton	\$4,413,567	\$100,526,519	4.39%
Garden Grove	\$3,938,473	\$129,838,910	3.03%
Huntington Beach	\$5,921,206	\$236,631,000	2.50%
Irvine	\$8,001,915	\$221,961,000	3.61%
La Habra	\$1,737,300	\$48,583,838	3.58%
La Palma	\$201,688	\$12,057,831	1.67%
Laguna Beach	\$1,806,353	\$88,020,317	2.05%
Laguna Hills	\$331,579	\$22,047,533	1.50%
Laguna Niguel	\$908,566	\$43,809,474	2.07%
Laguna Woods	\$104,578	\$6,351,788	1.65%
Lake Forest	\$226,678	\$54,795,849	0.41%
Los Alamitos	\$182,250	\$14,165,860	1.29%
Mission Viejo	\$2,864,895	\$63,356,854	4.52%
Newport Beach	\$12,547,102	\$229,812,594	5.46%
Orange	3,392,885	\$124,241,260	2.73%
Placentia	\$770,006	\$35,796,833	2.15%
Rancho Santa Margarita	\$428,337	\$19,137,375	2.24%
San Clemente	\$1,316,842	\$65,789,926	2.00%
San Juan Capistrano	\$492,518	\$36,522,274	1.35%
Santa Ana	\$9,040,904	\$275,532,227	3.28%
Seal Beach	\$642,598	\$35,500,962	1.81%
Stanton	\$285,869	\$23,951,047	1.19%
Tustin	\$1,697,045	\$67,924,240	2.50%
Villa Park	\$373,104	\$3,722,258	10.02%
Westminster	\$1,805,546	\$66,489,760	2.72%
Yorba Linda	\$2,608,191	\$38,335,027	6.80%
Totals	\$98,617,504	\$2,917,222,926	

FY - Fiscal year

MOE - Maintenance of effort

GFR - General fund revenue

N/A - Not Applicable

⁶ General Fund Revenues derived from local jurisdictions' FY 2018-19 Comprehensive Annual Financial Reports.

DRAFT FINAL REPORT

***UPDATED CITYWIDE
PAVEMENT MANAGEMENT PLAN***

***OC Go
2021-2028***



Submitted to:

***City of Brea, CA
May 17, 2021***



May 17, 2021

Mr. Will Wenz
Public Works Superintendent
CITY OF BREAA
1 Civic Center Circle
Brea, CA 92821

Subject: City of Brea – Draft OCTA Pavement Management Compliance Report 2021

Dear Will:

As part of the 2021 Update of the Pavement Management Plan (PMP) for the City of Brea, *Bucknam Infrastructure Group, Inc.* is pleased to submit the PMP reporting required by the Orange County Transportation Authority (OCTA). This data/report will be submitted to OCTA as part of the City's required biennial PMP prior to June 30, 2021.

The information contained in this report was used to develop the recommended improvement program for the pavement network. The report covers the following categories:

- **Pavement Management Plan Certification**
- **Quality Assurance / Quality Control (QA/QC) Plan**
- **Pavement Management Data Files (electronic Brea.e70 file format)**
- **Pavement Management Plan that includes the following:**
 - **Average Pavement Conditions For Each Segment in the Network (PCI Report)**

The Pavement Condition Index report shows the present condition of each street in the pavement network (MPAH and Locals). In addition, the report shows the basic geometry of each street segment.
 - **Seven-year Projected PCI Under Existing Funding Levels**

This report identifies the projected PCI's based on the local agencies current funding programs. This report details the PCI projects for the entire network, MPAH roadways and Local streets.
 - **Seven-year Plan for Road Maintenance and Rehabilitation (Forecasted Maintenance Report)**

The Forecasted Maintenance Report projects the street maintenance activities required for the next seven years, broken down to show maintenance levels for all streets. This includes all scheduled projects provided by the City for fiscal years 2021 through 2026.

- **Alternative Funding Levels**

OCTA has requested two reports indicating the necessary funding to maintain the City's current weighted average PCI as well as the necessary funding to improve the weighted average PCI by one PCI point over the next seven years.

- **Backlog by Fiscal Year (re: unfunded restoration, rehabilitation and reconstruction)**

- **Percentage of total network in each of the five condition categories based on centerline mileage**

- **Local Match Reduction Reporting**

- ❖ In order to be eligible for Local Match Reduction of 10%, the following must be submitted:

- Measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one PCI point.
- No reduction in the overall weighted (by area) average PCI in the MPAH or local street categories

- or -

- Have road pavement conditions, for the overall network, during the previous reporting period within the highest twenty (20%) of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in "good condition".

These reports will be submitted to the City of Brea as part of the biennial Pavement Management Plan that is due prior to June 30, 2021. These reports will be packaged in a way that it will be easy for staff to review.

All comments received from the City have been incorporated in the reports that follow. All of the City's issues and needs that were brought to our attention are included in the report. It has been a pleasure working with you and the City on updating your Pavement Management Plan. We look forward to the continued success of this project and future teamwork with City staff.

Sincerely,

Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
Project Manager
Infrastructure Management – GIS Services



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Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

**2021 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2021**

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CITY OF BREA PAVEMENT MANAGEMENT PLAN

- part of -

**COUNTYWIDE PAVEMENT MANAGEMENT PLAN GUIDELINES
(OCTA Guideline – April 2018)**

Prepared by: Bucknam Infrastructure Group, Inc.
Submitted to OCTA: June 30, 2021



**2021 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2021**

I. Pavement Management Plan Certification

The City of Brea, CA certifies that it has a Pavement Management Plan in conformance with the criteria stated in the Orange County Transportation Authority Ordinance No. 3. This ordinance requires that a Pavement Management Plan be in place and maintained to qualify for allocation of revenues generated from renewed Measure M (M2).

The plan was developed by Bucknam Infrastructure Group, Inc. using MicroPAVER, a pavement management system conforming to American Society for Testing and Materials (ASTM) Standard D6433-18, and contains, at a minimum, the following elements:

- Inventory of MPAH and Local routes reviewed and updated biennially. The last update of the inventory was completed on March, 2021 for the Arterial (MPAH) and March, 2021 for the Local streets;
- Assessment of the pavement condition for all routes in the system, updated biennially. The last field review of the pavement condition was completed in March, 2021;
- Percentage of all section of pavement needing:
 - Preventive Maintenance = 30.2%;
 - Rehabilitation = 23.9%;
 - Reconstruction = 2.9%
- Budget needs for preventive maintenance, rehabilitation and/or reconstruction of deficient sections of pavement for:
 - Current biennial period \$9,139,400;
 - Following biennial period \$9,134,000
- Funds budgeted or available for Preventive Maintenance, Rehabilitation and/or Reconstruction.
 - Current biennial period \$6,376,300;
 - Following biennial period \$7,029,800
- Backlog by year of unfunded rehabilitation, restoration and reconstruction needs (See page 9);
- The Pavement Management Plan is consistent with countywide pavement condition assessment standards as described in the OCTA Countywide Pavement Management Plan Guidelines adopted by the OCTA Board of Directors.

*An electronic copy of the Pavement Management Plan (with MicroPAVER or StreetSaver compatible files) has been or will be submitted with the certification statement. A copy of this certification is being provided to the Orange County Transportation Authority.

Submitted by:

Name (Print)

City of Brea
Jurisdiction

Signed

Date

Director of Public Works
Title



II. EXECUTIVE SUMMARY

2021 UPDATE OF PAVEMENT MANAGEMENT PLAN (PMP)

As the City of Brea’s infrastructure continues to mature Public Works priorities such as Local street overlay rehabilitation and proactive Arterial CIP maintenance are key projects to City staff. With the City mostly built-out, wear and tear on the infrastructure will occur at an ever increasing rate. Pavement aging through annual weathering, dynamic and static vehicle loading, and increased usage, compounded with the increased cost of performing maintenance and rehabilitation, add to the yearly operational budget of the pavement network. System sustainability can only be achieved through proactive scheduling and the implementation of cost-efficient pavement applications.

In the upcoming years as the City continues to build upon this study through future inspections and maintenance work history, Brea pavement data will continue to provide reliable data. This will enhance the PMP through detailed Orange County Transportation Authority (OCTA) OC Go funding analysis, City specific budgetary reporting and level of service reporting.

The Brea PMP has been developed to assist City personnel by providing current data on the City’s street network and to develop cost-effective maintenance strategies to maintain a desirable level of pavement performance on a network scale, while optimizing the expenditure of limited fiscal resources. The project consisted of analyzing the City’s 2019 dataset for quality and usability. In doing this, we were tasked to generate an updated Capital Improvement Program report that identified recommendations and deficiencies in the current operating and maintenance efforts put forth by the City.

We surveyed all designated arterial, collector (MPAH) and local routes this past spring to assist the City in being compliant with OCTA – OC Go April 2018 guidelines. Additionally, we updated the City’s unique Pavement Management – GIS layer that will continue to assist the City in analyzing pavement conditions and other attribute information through the use of ESRI ArcMap.

Bucknam Infrastructure Group reviewed the City’s previous maintenance efforts and the current 2021-22 proposed street improvements for pertinent pavement information in order to generate a CIP report that identified recommendations and opportunities for improvement in the current operating and maintenance efforts put forth by the City. The result of these work efforts is this report.

2021 Citywide Pavement Management Plan – OCTA Submittal Final Report – June 30, 2021

III. BACKGROUND (BREA PMP)

In late 1990, voters throughout Orange County approved a ½-cent sales tax for transportation improvements known as OC Go, formerly known as Measure M2. Funding for streets and roads are included within the sales tax and are distributed to local agencies through both formula and a competitive method. In late 2006, the renewal of OC Go was approved by voters that would continue the ½-cent sales tax for thirty additional years, starting in 2011.

The primary goal of this report is to comply with established guidelines from OCTA to ensure that field data collection and reporting efforts performed by outside consultants or local agency staff are consistent. This is required in order that funding allocations can be reviewed and based on agency comparable pavement conditions. Specifically, our findings and recommendations provide Public Works administrators, managers and field personnel with:

- * *PMP report consistent with OCTA OC Go guidelines*
- * *the present condition status of the pavement network (arterial, collector, residential and industrial streets), as a whole and of any grouping or individual component within the City;*
- * *a ranked list of all streets, or segments of streets, by condition within the network;*
- * *rehabilitation/maintenance needs of each street segment by year;*
- * *an optimized priority maintenance and rehabilitation program based on cost/benefit analysis and various levels of funding;*
- * *optimum annual pavement expenditure levels for pavement maintenance for the next seven (7) years;*
- * *prediction of the life-cycle performance of the City's pavement network and each individual street section; and*
- * *pavement condition data and analysis presented in GIS through ESRI ArcMap*

Pavement is a dynamic structure where deterioration is constantly occurring; thus the pavement management system needs to be updated on a regular basis to reflect these changes in pavement conditions, pavement maintenance histories, and maintenance strategies based upon budgetary constraints. In our approach to develop the City's forecasted maintenance recommendations we worked with Brea Public Works/Engineering staff in identifying unit costs for all maintenance practices used on an annual basis. Currently, based upon the City's maintenance practices and their associated unit costs, the total replacement value of the Brea pavement network is \$151,493,200. This value clearly indicates that the City's pavement network is the most valuable and essential asset to Brea. The City's use of slurry seal, AC Overlay and R&R practices are typically applied at a five year, ten year and 25 year frequency respectively. These frequencies are typical but the City may see increases in deterioration rates due to environmental, load and high average daily traffic (ADT) volumes. For example, high ADT volumes along one of Brea's arterial streets will increase deterioration rates for a previously applied AC Overlay compared to a small local street. These deterioration rates are monitored through frequent inspections and functional class deterioration analysis within the City's PMP database.



**2021 Citywide Pavement Management Plan – OCTA Submittal
Final Report – June 30, 2021**

FINDINGS AND RECOMMENDATIONS

Through our assessment of historical maintenance performed within the City and through our discussions with City staff the conditional data found across the network clearly shows that the City has applied strong, preventative maintenance strategies over the past decade. Pavement management involves frequent preventative maintenance; as pavement deteriorates through heavy traffic impacts, weathering and time, preventative maintenances (such as slurry seal, stop gap, etc.) have limited benefits. More aggressive maintenance applications have to be used.

Our study has shown that key slurry seal and selective overlay projects will be needed over the next seven years to maintain the network’s high level of condition. Currently, the City’s two major streets networks (Local & Arterial) hold high weighted PCI values; it is our recommendation that a proactive, common sense overlay program and a continued slurry seal program be scheduled over the next several fiscal years. This will ensure that the citywide weighted PCI will sustain itself and allow for routine slurry seal maintenance to continue.

We have found and recommend the following detailed items which should be reviewed and considered for a proactive approach to the future management of the PMP:

ARTERIAL / COLLECTOR (MPAH) FINDINGS AND RECOMMENDATIONS

The actual workload requirements identified indicate that the Arterial (MPAH) street network is currently in “Good” condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 9 to maintain a “Good” network weighted average PCI value. Our MPAH findings for conditional data and recommendations for revenue expenditures are shown below:

- The MPAH network has a weighted PCI of 82.6
- The MPAH network consists of 29.4 centerline miles and 7,825,488 SF of pavement;
- Currently, 33.3% of the MPAH network (9.8 centerline miles) qualify for slurry seal/stop gap maintenance; 9.8% of the Arterial network (2.9 centerline miles) qualify for rehabilitation/reconstruction maintenance;
- At a minimum, MPAH maintenance projects should focus on the maintaining the current weighted average PCI of 82 over the next 7 years;
- Develop a proactive fiscal and planned approach to identify MPAH overlay projects based on the deterioration modeling within MicroPAVER;
- Appropriate MPAH revenues at an average of \$2.1 Million /yr for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels (Maintain PCI); and
- Perform pavement inspections on the MPAH network every two years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.



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LOCAL FINDINGS AND RECOMMENDATIONS

The actual workload requirements identified indicate that the Local street network is currently in “Good” condition. To maintain this condition, it is critical that preventive maintenance and overlay activities are funded at the levels identified on page 9 to maintain a “Good” network weighted average PCI value. Our Local network findings for conditional data and recommendations for revenue expenditures are shown below:

- The Local network has a weighted PCI of 79.2;
 - The City’s slurry program over the past 6+ years has made a tremendous impact to the overall weighted Local PCI;
 - It is recommended that this program continue until all qualifying sections are addressed;
 - A defined overlay schedule is recommended for the next seven to ten years (i.e. FY 2022 thru 2029).
 - The new overlay program should take into consideration the deterioration of previously applied slurry and pavement section(s) age.

- The Local network consists of 94.8 centerline miles and 17,996,041 SF of pavement;

- Currently, 21% of the Local network (19.8 centerline miles) qualifies for slurry seal/stop gap maintenance; 20.5% of the Local network (19.5 centerline miles) qualify for rehabilitation/reconstruction maintenance;

- At a minimum, Local maintenance projects should focus on increasing the current PCI above a weighted average of 80 within next 7 years;

- Develop a proactive fiscal and planned approach to identify arterial overlay projects based on the deterioration modeling within MicroPAVER;

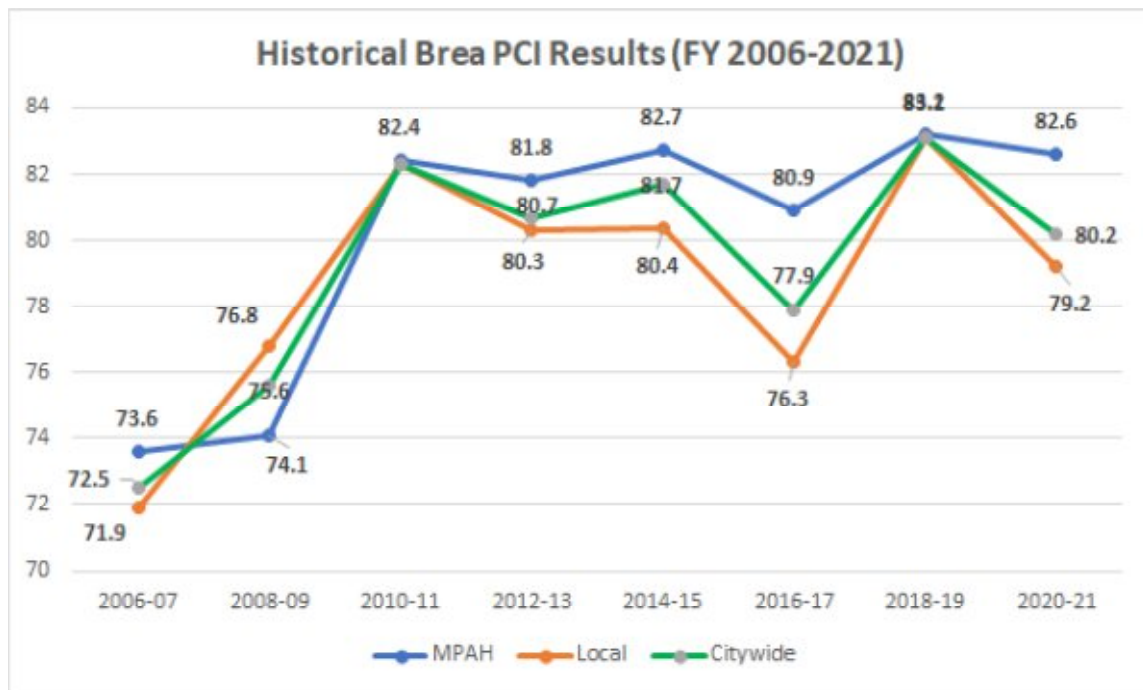
- Appropriate Local revenues at an average of \$2.5 Million /yr for the term of the seven-year CIP to generate the results identified on page 9 (VI. Alternative Funding Levels (Maintain PCI); and

- Perform pavement inspections on the Local network every four years to build a solid planning model within MicroPAVER to track PCI deterioration; also follows new OCTA guidelines for OC Go.

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IV. CURRENT PAVEMENT CONDITIONS (PCI)

Rank	Fiscal Year							
	2006	2008	2010	2012-13	2014-15	2016-17	2018-19	2020-21
MPAH	73.6	74.1	82.4	81.8	82.7	80.9	83.2	82.6
Local	71.9	76.8	82.3	80.3	80.4	76.3	83.1	79.2
Citywide	72.5	75.6	82.3	80.7	81.7	77.9	83.1	80.2



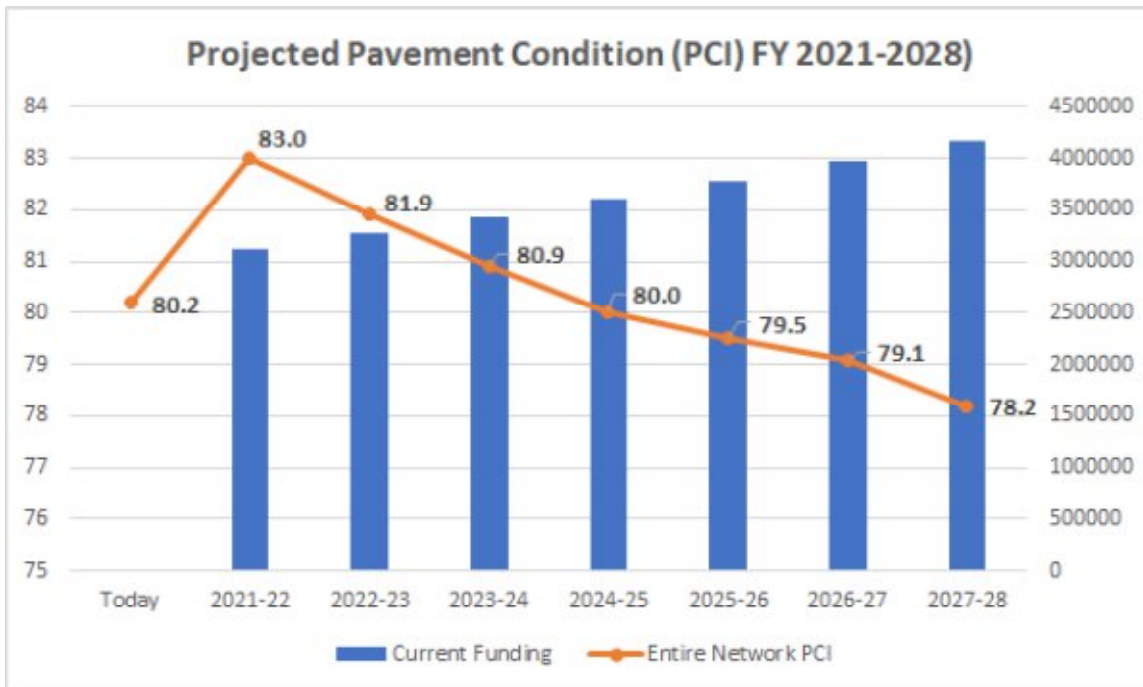
Condition	PCI Range	MPAH	Local	Alley	Total Mi.	% of Network
Very Good	(86-100)	14.2	38.7	1.8	54.6	43.0%
Good	(75-85)	8.4	29.3	0.7	38.4	30.2%
Fair	(60-74)	6.0	13.9	0.2	20.1	15.8%
Poor	(41-59)	0.7	9.4	0.2	10.3	8.1%
Very Poor	(0-40)	0.2	3.5	0.0	3.7	2.9%
		29.4	94.8	2.9	127.1	



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V. PROJECTED PAVEMENT CONDITIONS (PCI) – CURRENT FUNDING

FY	Current Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	80.2	82.6	79.2
2021-22	\$3,110,375	83.0	86.3	81.7
2022-23	\$3,265,894	81.9	86.7	80.2
2023-24	\$3,429,189	80.9	87.2	79.1
2024-25	\$3,600,648	80.0	86.4	77.9
2025-26	\$3,780,681	79.5	84.6	76.8
2026-27	\$3,969,715	79.1	85.7	76.2
2027-28	\$4,168,201	78.2	83.7	75.1
	\$25,324,703			



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VI. ALTERNATIVE FUNDING LEVELS

Maintain Existing Average Network PCI

FY	Maintain Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	80.2	82.6	79.2
2021-22	\$4,570,300	83.6	86.3	82.2
2022-23	\$4,569,100	83.1	86.6	82.0
2023-24	\$4,571,000	82.4	87.2	82.2
2024-25	\$4,563,000	82.4	86.5	81.8
2025-26	\$4,570,400	82.8	84.6	81.2
2026-27	\$4,565,900	81.2	85.5	80.5
2027-28	\$4,569,400	80.4	83.5	79.9
	\$31,979,100			

Improve Average Network PCI

FY	PCI Increase Funding	Entire Network PCI	MPAH PCI	Local PCI
Today	~	80.2	82.6	79.2
2021-22	\$5,576,100	84.1	86.3	82.9
2022-23	\$5,573,300	83.9	86.8	83.6
2023-24	\$5,573,600	83.1	87.3	84.3
2024-25	\$5,575,800	83.5	86.8	85.1
2025-26	\$5,574,700	83.7	85.2	85.3
2026-27	\$5,576,300	83.9	85.6	85.3
2027-28	\$5,574,500	84.2	83.9	85.0
	\$39,024,300			

VII. CURRENT AND PROJECTED BACKLOG BY YEAR OF PAVEMENT MAINTENANCE NEEDS

Fiscal Year	Current Funding Backlog	Maintain Funding Backlog	Increase PCI Backlog
Current	\$21,005,100	\$21,005,100	\$21,005,100
2021-22	\$19,759,200	\$18,826,300	\$17,820,500
2022-23	\$19,831,900	\$17,517,300	\$15,447,900
2023-24	\$19,773,100	\$16,086,400	\$12,952,300
2024-25	\$20,700,700	\$14,574,100	\$10,293,200
2025-26	\$23,071,500	\$14,568,000	\$9,154,400
2026-27	\$24,585,600	\$14,323,500	\$6,865,100
2027-28	\$25,948,700	\$12,197,200	\$2,374,300



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DEFERRED MAINTENANCE

Delaying repairs on streets where pavement conditions indicate a need generates deferred maintenance or “backlog”. Deferred maintenance is work that is postponed to a future budget cycle, or until funds are available. As maintenance is deferred, the opportunity to apply preventive, life extending pavement treatments is forfeited and the ultimate cost of rehabilitation multiplies (i.e. slurry seal costs to overlay costs). By using the City’s pavement maintenance applications and their associated unit costs, when a budgetary model is exercised within the PMP software the amount of deferred maintenance is calculated. Based upon the available budget applied to the model, deferred maintenance will increase or decrease.

As maintenance is deferred, the opportunity to apply life extending preventive pavement applications is lost and the ultimate cost of rehabilitation multiples.

In the case of Brea, the City’s projected annual budget through FY 2028 will increase the amount of deferred maintenance on both the Arterial and Local networks.

VIII. CENTERLINE MILEAGE

Rank	PCI	Ctr. Mi.	SF
MPAH	82.6	29.4	7,825,488
Local	79.2	94.8	17,996,041
Alley	84.5	2.9	280,736
Citywide	80.2	127.1	26,102,265

IX. PERCENTAGE OF NETWORK IN EACH OF FIVE CONDITION CATEGORIES BASED ON CENTERLINE MILES

Condition	PCI Range	Network	Percent Area of Total Pavement	Area of Pavement (SF)	Percent Centerline Mi. of Network	Centerline Mileage of Network
Very Good	(86-100)	MPAH	13.2%	3,448,407	11.1%	14.16
		Local	27.2%	7,109,435	30.4%	38.68
		Alley	0.7%	169,826	1.4%	1.77
Good	(75-85)	MPAH	9.2%	2,404,865	6.6%	8.37
		Local	21.9%	5,725,058	23.1%	29.31
		Alley	0.3%	67,900	0.5%	0.68
Fair	(60-74)	MPAH	6.8%	1,767,591	4.7%	6.03
		Local	10.2%	2,669,893	10.9%	13.87
		Alley	0.1%	16,970	0.1%	0.19
Poor	(41-59)	MPAH	0.7%	174,685	0.5%	0.69
		Local	6.8%	1,773,513	7.4%	9.37
		Alley	0.1%	26,040	0.2%	0.22
Very Poor	(0-40)	MPAH	0.1%	29,940	0.1%	0.19
		Local	2.8%	718,142	2.8%	3.54
		Alley	0.0%	0	0.0%	0.00
				26,102,265		127.1



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X. REDUCTION IN M2 LOCAL MATCH

A local agency match reduction of 10% of the eligible cost for projects submitted for consideration of funding through the M2 Comprehensive Transportation Funding Programs (CTFP) call for projects is available if the local agency either:

- a. Shows measurable improvement of paved road conditions during the previous reporting period defined as an overall weighted (by area) average system improvement of one Pavement Condition Index (PCI) point with no reduction in the overall weighted (by area) average PCI in the Master Plan of Arterial Highways (MPAH) or local categories:

or

- b. Have road pavement conditions during the previous reporting period, within the highest 20% of the scale for road pavement conditions in conformance with OCTA Ordinance No. 3, defined as a PCI of 75 or higher, otherwise defined as in “good condition”.

Road conditions found through our 2021 PMP management study shows that the City is eligible for Local Match Reduction based on the current network weighted PCI of 80.2 (system is showing measurable sustainability report AND currently has a weighted PCI over 75).

**XI. APPENDIX A – SEVEN YEAR ROAD MAINTENANCE AND REHABILITATION
PLAN BASED ON CURRENT OR EXPECTED FUNDING LEVEL**

XII. APPENDIX B – COMPLETE STREET LISTING CURRENT CONDITIONS

XIII. APPENDIX C – QUALITY ASSURANCE / QUALITY CONTROL PLAN

Introduction

When performing data collection in any field, the need for quality control is paramount as it is essential for accurate planning, analysis and design. This is particularly true for collecting pavement distress data for a pavement management program.

The Quality Assurance / Quality Control (QA/QC) Plan establishes minimum quality standards for performance and procedures for update of the pavement management program.

Objectives

This document constitutes a formal QA/QC Plan for the City of Brea. It was prepared on February, 2021 and last revised in February, 2021.

Specifically, it is intended for the 2021 Pavement Management Plan Update. The focus is on the collection of network-level pavement distress data (defined by National Cooperative Highway Research Program (NCHRP) Synthesis 401 Quality Management of Pavement Data Collection, as “Network-level data collection involves collection of large quantities of pavement condition data, which is often converted to individual condition indices or aggregated into composite condition indices”).

This document also addresses the QA/QC plan requirements of the Orange County Transportation Authority (OCTA)’s “Countywide Pavement Management Plan Guidelines” (Section 2.4), adopted in May 2010.

Structure of QA/QC Plan

The following components are addressed in this QA/QC Plan:

- Condition survey procedures used;
- Accuracy required for data collection;
- Inspector qualifications and experience; and
- Safety.

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Condition Survey Procedures

The governing document in performing condition surveys for the City of Brea is ASTM D6433-16 “Standard Practice for Roads and Parking Lots Pavement Condition Index (PCI) Surveys.” Both asphalt concrete (AC) and Portland cement concrete (PCC) pavements are included in this protocol. The following distresses are collected for each pavement type:

Asphalt Concrete	Portland Cement Concrete (Jointed)
1. Alligator (fatigue) cracking	1. Blow-up/Buckling
2. Bleeding	2. Corner Breaks
3. Block Cracking	3. Divided Slab
4. Bumps and sags	4. Durability ("D") Cracking
5. Corrugation	5. Faulting
6. Depression	6. Joint Seal damage
7. Edge Cracking	7. Lane/Shoulder Drop-off
8. Joint Reflection Cracking	8. Linear Cracking
9. Lane/Shoulder Drop-off	9. Patching (large) and Utility Cuts
10. Longitudinal & Transverse Cracking	10. Patching (small)
11. Patching and Utility Cut Patching	11. Polished Aggregate
12. Polished aggregate	12. Popouts
13. Potholes	13. Pumping
14. Railroad Crossing	14. Punchout
15. Rutting	15. Railroad Crossing
16. Shoving	16. Scaling, map cracking and crazing
17. Slippage Cracking	17. Shrinkage Cracks
18. Swell	18. Spalling (corner)
19. Weathering	19. Spalling (joint)
20. Raveling	

As required by the Orange County Transportation Authority (OCTA), the City of Brea must prepare and implement a quality assurance / quality control (QA/QC) plan regarding pavement management inspection as they pertain to MicroPAVER. For the purposes of this report, Bucknam has demonstrated below how our project team implemented QA/QC procedures during the project.

Our QA/QC plan focuses on the how each pavement inspection is performed, what distresses are collected and ensures that it complies with the OCTA guidelines defined within the “Countywide Pavement Management Plan Guidelines (CPMPG)”.

As shown within the OCTA (CPMPG), our staff followed and delivered on the requirements stated within Chapter 2, page 2-5 which require specific QA/QC data (Items A through G). Additionally, Chapter 3 requires numerous data/deliverables from local agencies for OC Go eligibility. All general PCI budgetary report submittals will follow the Chapter 3 guidelines.

In conjunction with the outlined items within the CPMPG Section 2 we have summarized our QA/QC procedures below:



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- a. **Descriptions of condition survey** - Our staff follows the required Condition Survey Protocols (CPMPG, Chapter 2); our staff assesses each pavement section for the minimum distresses outlined within Chapter 2, page 2-1. Additionally, based on the pavement conditions found, we collect all MicroPAVER/StreetSaver Army Corps of Engineers (ACOE) distresses, if found within the sample sections; for example, if slippage cracking, potholes, etc. are found our survey technicians record the proper information.
- b. **How data was collected** - Our surveys follow the OCTA accepted walking requirements. All sections that our staff surveys are performed through the walking method, approximately 10% of all sections surveyed were complemented with windshield surveys based on unique conditions found. Our staff physically measures the width of every section as well as measure for any square footage adjustment that need to be added or taken away from a sections “true area” (i.e. cul-de-sac, bus pads, street width variances, etc.). Samples taken always include a minimum of 2,500 SF coverage unless specific section limits prohibit this. Arterial section samples utilize a 3,500 SF sample size due to the larger section area (this is within the ASTM D6433-16 sample size calculation. Field crews typically include one individual for residential pavement sections while Arterial (MPAH) routes utilize a two-person crew for safety, traffic control and increases quality control.
- c. **Accuracy required for data collection** - We use a statistical sampling approach for measuring the quality of our field technician’s work. In this manner, 10 percent of the original surveys are re-surveyed by a different survey crew than the original, supervised by a field supervisor, and the results are compared to the original surveys. Our QC process involves checking the field crews’ work in a “blind study” fashion. Quality control checks are performed at the end of each survey week. This ensures that all field personnel are properly collecting section samples, distress types and distress severities for all street segments.
 - ❖ When QA/QC issues are found, our staff documents the issues within MicroPAVER’s user interface. If distress types found are not within the 97% accuracy our QA/QC is expanded beyond our minimum 10% resurvey to 20% of the original survey
- d. **Random and Systematic Re-Inspections** – As described above our staff re-inspects, as a minimum, 10% of the original survey (OCTA only requires 5%). Per the agencies requests, our staff will submit PCI reports to the agency as project status reports for their review. Agencies will typically review specific pavement sections for PCI accuracy based on recent overlay or slurry seal maintenance; this serves as an initial accuracy check on our surveys (outside Bucknam QC efforts). Additionally, our staff performs “ride-a-long” surveys with local agency staff to build consensus on how our MicroPAVER/StreetSaver ACOE surveys are performed, recorded and reported on.

Random re-inspections will include a representative selection across the following categories:

- Functional classed (i.e. MPAH, locals);
- Surface types (e.g. AC or PCC);
- Pavement conditions (e.g. good, fair, poor);
- Inspectors;
- Geographical areas, if applicable.



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For systematic re-inspections, this could be due to noticed trends such as specific treatment types (e.g. open-graded mixed), a specific inspector or geographical area. In these cases Bucknam continues to utilize a 10% re-inspection policy.

- e. **PCI Comparison with Past Surveys** - if previous inspection data is available, new PCI's calculated through the most recent inspections will be compared to previous PCI's. If the variance in PCI is greater than +/- 10 PCI points, these sections will be flagged for further investigation and/or re-inspection (In the cases that a PCI increases or decreases by 10 points follows the established CPMPG guidelines; Appendix A, page A-18).
- f. **Schedule of data submittal** – Pending on the City's last major PMP submittal, Bucknam will assist the agency in submitting the following:
 - ❖ Master Plan of Arterial Highways (MPAH) routes will be surveyed and reported on at least once every two years
 - ❖ Local streets will be surveyed and reported on every six years
 - ❖ Corresponding MPAH and local PCI reporting and budgetary reporting will be submitted every two years
- g. **Experience of Inspectors** – Bucknam staff have been trained on the use of MicroPAVER and the ACOE MicroPAVER segment calibration and inspection practices. Mr. Peter Bucknam (Project Manager) have completed the MicroPAVER Certification of Professional Development courses. All Bucknam field technicians are trained using the ACOE survey methodologies and have passed OCTA's prequalification testing.

Inspector Name	Date of ASTM D6433 Training	Training Conducted by
Shaun Russo	2/21/21	OCTA
Aaron Cohadas	2/20/20	OCTA
Josh Logsdon	2/20/20	OCTA
Cade Bucknam	2/20/20	OCTA

Bucknam Infrastructure Group inspectors have attended formal training on pavement condition distress surveys. This training was conducted prior to performing any work using the ASTM D6433-16 protocols, consistent with OCTA's requirements.

- h. **Field data collection safety procedures** – Bucknam field survey techniques utilize the following procedures:
 - a. All vehicles are properly marked or flagged with appropriate sign markings indicating that a "PAVEMENT SURVEY IS IN PROGRESS"
 - b. All vehicles have the proper flashing amber light beacons placed on the top of the vehicle to allow for proper visibility and line-of-site warning
 - c. Large MPAH routes are surveyed using two field technicians to increase traffic control warning and safety



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- d. While parking or stopping along the survey route, vehicles legally park within the right-of-way or use a parking lot
- e. All field technicians wear ANSI – 105 Class II safety vests

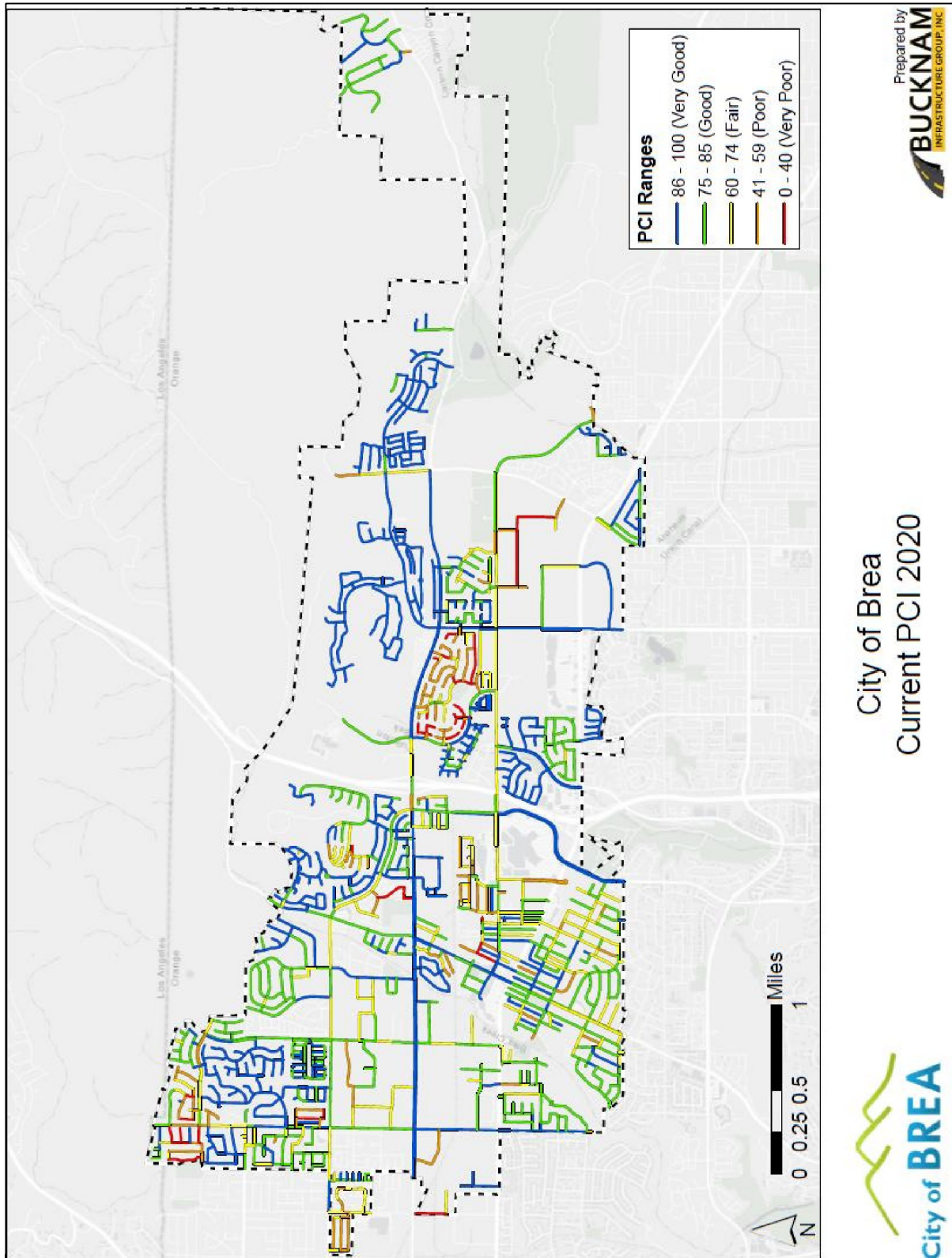
XIV. APPENDIX D – PAVEMENT MANAGEMENT DATA FILES

The City of Brea MicroPAVER database (.e70 file) has been enclosed for City and OCTA use. This data and the associated reporting data includes:

- Street names and limits for the City’s public streets
- Street identifiers (Branch ID, Section ID)
- Direction
- Begin and end of section
- Length, width and true areas
- Functional Classification (MPAH, Local)
- Number of travel lanes
- Pavement Condition Index (PCI) and date of inspection
- Type of recommended treatment
- Cost of recommended treatment

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XV. APPENDIX E – GIS MAPS / CURRENT CONDITIONS



RESOLUTION NO. 2021-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BREA CONCERNING THE STATUS AND UPDATE OF THE MPAH CIRCULATION ELEMENT CONSISTENCY, MITIGATION FEE PROGRAM, AND THE PAVEMENT MANAGEMENT PLAN FOR THE MEASURE M (M2) PROGRAM

A. **RECITALS**

(i) Whereas, the City of Brea desires to maintain and improve the streets within its jurisdiction, including those arterials contained in the Master Plan of Arterial Highways (MPAH) and

(ii) Whereas, the City of Brea has endorsed a definition of and process for, determining consistency of the City's Traffic Circulation Plan with the MPAH, and

(iii) Whereas, the City has adopted a General Plan Circulation Element which does not preclude implementation of the MPAH within its jurisdiction, and

(iv) Whereas, the City is required to adopt a resolution biennially informing the Orange County Transportation Authority (OCTA) that the City's Circulation Element is in conformance with the MPAH and whether any changes to any arterial highways of said Circulation Element have been adopted by the City during Fiscal Years (FY) 2019-20 and FY 2020-21, and

(v) Whereas, the City is required to send biennially to the OCTA all recommended changes to the City Circulation Element and the MPAH for the purposes of re-qualifying for participation in the Comprehensive Transportation Funding Programs;

(vi) Whereas, the City is required to adopt a resolution biennially certifying that the City has an existing Mitigation Fee Program that assesses traffic impacts of new development and requires new development to pay a fair share of necessary transportation improvements attributable to the new development; and

(vii) Whereas, the City is required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(viii) Whereas, the City is required to adopt and update a Pavement management Plan (PMP, using the required format, regarding the status of road pavement conditions and implementation of the PMP on a biennial basis; and

(ix) Whereas, the City is required to provide a plan that manages the preservation, rehabilitation, and maintenance of paved roads by analyzing pavement life

RESO NO. 2021-__
June 15, 2021

cycles, assessing overall system performance costs, and determining alternative strategies and costs necessary to improve paved roads.

B. RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the City Council for the City of Brea, does hereby inform OCTA that:

- 1) The arterial highway portion of the City Circulation Element is in conformance with the MPAH.
- 2) The City attests that no unilateral reduction in through lanes has been made on any MPAH arterials during FY 2019-20 and FY 2020-21.
- 3) The City affirms that it will bring forward requests to amend the MPAH, when necessary, in order to ensure that the MPAH and the General Plan Circulation Element remain consistent.
- 4) The City reaffirms that Council concurs with the existing Mitigation Fee Program.
- 5) The PMP is in conformance with the PMP Submittal Template provided in the Countywide Pavement Management Plan Guidelines.
- 6) The City hereby adopts a PMP and has provided an updated PMP report, using the required format to Orange County Transportation Authority.
- 7) The Public Works Director, City Engineer or designee is authorized to sign the PMP Certification form.

APPROVED AND ADOPTED this 15th day of June, 2021.

Steven Vargas, Mayor

ATTEST:

Lillian Harris-Neal, City Clerk

RESO NO. 2021-__
June 15, 2021

I, Lillian Harris-Neal, City Clerk of the City of Brea, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Brea held on the 15th day of June 2021, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAINED: COUNCIL MEMBERS:

Dated: _____

Lillian Harris-Neal, City Clerk



APPENDIX C

Congestion Management Program (CMP)

Jurisdiction:	City of Brea
----------------------	---------------------

CMP Monitoring Checklist: Level of Service (LOS)					
CMP Checklist		YES	NO	N/A	
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> There are no CMP intersections in your jurisdiction. Factoring out statutorily-exempt activities¹, all CMP intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.					
2.	If any, please list those intersections that are not operating at the CMP LOS standards. <ul style="list-style-type: none"> _____ _____ _____ 			<input checked="" type="checkbox"/>	
3.	Will deficient intersections, if any, be improved by mitigation measures to be implemented in the next 18 months or improvements programmed in the first year of any recent funding program (i.e. local jurisdiction CIP, Measure M CIP)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	a. If not, has a deficiency plan been developed for each intersection that will be operating below the CMP LOS standards?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Additional Comments:					

¹The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Deficiency Plans				
CMP Checklist		YES	NO	N/A
1.	Check "Yes" if either of the following apply: <ul style="list-style-type: none"> • There are no CMP intersections in your jurisdiction. • Factoring out statutorily-exempt activities², all CMP Highway System (CMPHS) intersections within your jurisdiction are operating at LOS E (or the baseline level, if worse than E) or better. 	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTIONS.				
2.	If any, please list those intersections found that are not operating at the CMP LOS standards. <ul style="list-style-type: none"> • _____ • _____ • _____ 			<input checked="" type="checkbox"/>
3.	Are there improvements to bring these intersections to the CMP LOS standard scheduled for completion during the next 18 months or programmed in the first year of the CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NOTE: ONLY THOSE AGENCIES THAT CHECKED "NO" FOR QUESTION 3 NEED TO ANSWER THE REMAINING QUESTIONS.				
4.	Has a deficiency plan or a schedule for preparing a deficiency plan been submitted to OCTA?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	Does the deficiency plan fulfill the following statutory requirements? :			
	a. Include an analysis of the causes of the deficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. Include a list of improvements necessary to maintain minimum LOS standards on the CMPHS and the estimated costs of the improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	c. Include a list of improvements, programs, or actions, and estimates of their costs, which will improve LOS on the CMPHS and improve air quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	i. Do the improvements, programs, or actions meet the criteria established by South Coast Air Quality Management District (SCAQMD) (see the CMP Preparation Manual)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

²The following activities are statutorily-exempt from deficiency determinations: interregional travel, traffic generated by the provision of low and very low income housing, construction rehabilitation or maintenance of facilities that impact the system, freeway ramp metering, traffic signal coordination by the state or multi-jurisdictional agencies, traffic generated by high-density residential development within 1/4 mile of a fixed-rail passenger station, traffic generated by mixed-use residential development within 1/4 mile of a fixed-rail passenger station.



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Deficiency Plans (cont.)				
CMP Checklist		YES	NO	N/A
6.	Are the capital improvements identified in the deficiency plan programmed in your seven-year CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7.	Does the deficiency plan include a monitoring program that will ensure its implementation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8.	Does the deficiency plan include a process to allow some level of development to proceed pending correction of the deficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9.	Has necessary inter-jurisdictional coordination occurred?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10.	Please describe any innovative programs, if any, included in the deficiency plan:			<input checked="" type="checkbox"/>
Additional Comments:				



APPENDIX C

Congestion Management Program (CMP)

CMP Monitoring Checklist: Land Use Coordination				
CMP Checklist		YES	NO	N/A
1.	Have you maintained the CMP traffic impact analysis (TIA) process you selected for the previous CMP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	a. If not, have you submitted the revised TIA approach and methodology to OCTA for review and approval?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.	Did any development projects require a CMP TIA during this CMP cycle? ³	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 2 NEED TO ANSWER THE REMAINING QUESTIONS.				
3.	If so, how many?	<u>1</u>		
4.	Please list any CMPHS links & intersections that were projected to not meet the CMP LOS standards (indicate whether any are outside of your jurisdiction).			<input checked="" type="checkbox"/>
	• _____			
	• _____			
	a. Were mitigation measures and costs identified for each and included in your seven-year CIP?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	b. If any impacted links & intersections were outside your jurisdiction, did your agency coordinate with other jurisdictions to develop a mitigation strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5.	If a local traffic model was/will be used, did you follow the data and modeling consistency requirements as described in the CMP Preparation Manual (available online at http://www.octa.net/pdf/cmpprepmanual.pdf)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Comments:				
<p>During this CMP cycle there was only one entitled development project that necessitated a CMP analysis as a part of the project's environmental review process: the Mercury Apartments Project. Two other proposed development projects were determined to require a CMP analysis; however, those projects were placed on hold as a result of the Covid-19 pandemic and did not move forward in the public entitlement process during this CMP cycle.</p>				

³Exemptions include: any development generating less than 2,400 daily trips, any development generating less than 1,600 daily trips (if it directly accesses a CMP highway), final tract and parcel maps, issuance of building permits, issuance of certificate of use and occupancy, and minor modifications to approved developments where the location and intensity of project uses have been approved through previous and separate local government actions prior to January 1, 1992.



APPENDIX C

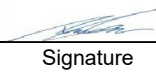
Congestion Management Program (CMP)

CMP Monitoring Checklist: Capital Improvement Program (CIP)					
CMP Checklist		YES	NO	N/A	
1.	Did you submit a seven-year CIP to OCTA by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2.	Does the CIP include projects to maintain or improve the performance of the CMPHS (including capacity expansion, safety, maintenance, and rehabilitation)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3.	Is it consistent with air quality mitigation measures for transportation- related vehicle emissions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4.	Was the OC Fundtracker CIP provided by the OCTA used to prepare the CIP?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Additional Comments:					



APPENDIX C

Congestion Management Program (CMP)

OPTIONAL - CMP Monitoring Checklist: Federal Congestion Management				
CMP Checklist		YES	NO	N/A
1.	Does any federally funded project in the CIP result in a significant increase in single occupant vehicle (SOV) capacity?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NOTE: ONLY THOSE AGENCIES THAT CHECKED "YES" FOR QUESTION 1 NEED TO ANSWER THE REMAINING QUESTION.				
2.	If so, was the project developed as part of the federal Congestion Management Process, in other words, was there an appropriate analysis of reasonable travel demand reduction and operational strategies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Additional Comments:				
I certify that the information contained in this checklist is true.				
<u>David Roseman</u> Name (Print)		<u>City Traffic Engineer</u> Title		<u>5/14/2021</u> Date
		 Signature		

Orange County Transportation Authority 2021 Capital Improvement Program

TIP ID CP-10720	IMPLEMENTING AGENCY Brea, City of							
Local Project Number: N/A	Project Title							
Additional Project IDs:	7173 - Residential Streets Rehabilitation Program							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This is an annual project to reconstruct and resurface residential streets identified in the Pavement Management Program (PMP). Specific streets are designated for rehabilitation for each year's program & assigned a separate project number.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide	2022	Measure M2 Local Fairshare	\$120,000	\$0	\$615,000	\$0	\$735,000	\$754,065
Project Notes	2022	Local Streets and Roads apportionments	\$0	\$0	\$605,000	\$0	\$605,000	\$623,755
	2022	Gas Tax	\$0	\$0	\$690,000	\$0	\$690,000	\$711,390
	2023	Gas Tax	\$0	\$0	\$710,000	\$0	\$710,000	\$754,702
	2023	Local Streets and Roads apportionments	\$0	\$0	\$665,500	\$0	\$665,500	\$707,401
	2023	Measure M2 Local Fairshare	\$127,400	\$0	\$637,600	\$0	\$765,000	\$805,144
	2024	Measure M2 Local Fairshare	\$134,400	\$0	\$660,600	\$0	\$795,000	\$858,360
	2024	Local Streets and Roads apportionments	\$0	\$0	\$732,000	\$0	\$732,000	\$802,208
	2024	Gas Tax	\$0	\$0	\$730,000	\$0	\$730,000	\$800,016
	2025	Measure M2 Local Fairshare	\$141,400	\$0	\$683,600	\$0	\$825,000	\$913,790
	2025	Local Streets and Roads apportionments	\$0	\$0	\$805,000	\$0	\$805,000	\$909,558
	2025	Gas Tax	\$0	\$0	\$750,000	\$0	\$750,000	\$847,415
	2026	Gas Tax	\$0	\$0	\$787,500	\$0	\$787,500	\$917,369
	2026	Local Streets and Roads apportionments	\$0	\$0	\$845,250	\$0	\$845,250	\$984,642
	2026	Measure M2 Local Fairshare	\$148,470	\$0	\$717,780	\$0	\$866,250	\$984,621
	2027	Gas Tax	\$0	\$0	\$826,875	\$0	\$826,875	\$993,097
2027	Measure M2 Local Fairshare	\$155,894	\$0	\$753,669	\$0	\$909,563	\$1,061,069	
2027	Local Streets and Roads apportionments	\$0	\$0	\$887,513	\$0	\$887,513	\$1,065,925	
Totals:			\$827,564	\$0	\$13,102,887	\$0	\$13,930,451	\$15,494,527
Last Revised: 21-00 - Submitted							Total Programmed: \$13,930,451	

TIP ID CP-10721		IMPLEMENTING AGENCY Brea, City of							
Local Project Number: N/A		Project Title							
Additional Project IDs:		7193 - Annual Arterial Rehabilitation Program							
Type of Work: Road Maintenance		Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This is an annual program to reconstruct and resurface arterial streets identified in the Pavement Management Plan (PMP). Each year the project budget will be designated to a specific segment of an arterial roadway for overlay and rehabilitation.							
Limits		FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED							
Arterial streets identified in the Pavement Management Plan (PMP)		2022	Local Streets and Roads apportionments	\$0	\$0	\$300,000	\$0	\$300,000	\$309,300
Project Notes		2022	Measure M2 Local Fairshare	\$70,000	\$0	\$400,000	\$0	\$470,000	\$482,400
		2022	Gas Tax	\$0	\$0	\$420,000	\$0	\$420,000	\$433,020
		2023	Local Streets and Roads apportionments	\$0	\$0	\$350,000	\$0	\$350,000	\$372,036
		2023	Measure M2 Local Fairshare	\$80,000	\$0	\$430,000	\$0	\$510,000	\$537,073
		2023	Gas Tax	\$0	\$0	\$460,000	\$0	\$460,000	\$488,962
		2024	Local Streets and Roads apportionments	\$0	\$0	\$375,000	\$0	\$375,000	\$410,967
		2024	Measure M2 Local Fairshare	\$82,000	\$0	\$448,000	\$0	\$530,000	\$572,969
		2024	Gas Tax	\$0	\$0	\$480,000	\$0	\$480,000	\$526,038
		2025	Local Streets and Roads apportionments	\$0	\$0	\$375,000	\$0	\$375,000	\$423,707
		2025	Gas Tax	\$0	\$0	\$480,000	\$0	\$480,000	\$542,345
		2025	Measure M2 Local Fairshare	\$86,000	\$0	\$464,000	\$0	\$550,000	\$610,267
		2026	Gas Tax	\$0	\$0	\$525,000	\$0	\$525,000	\$611,579
		2026	Local Streets and Roads apportionments	\$0	\$0	\$420,000	\$0	\$420,000	\$489,263
		2026	Measure M2 Local Fairshare	\$90,300	\$0	\$487,200	\$0	\$577,500	\$657,845
		2027	Local Streets and Roads apportionments	\$0	\$0	\$441,000	\$0	\$441,000	\$529,652
		2027	Gas Tax	\$0	\$0	\$551,250	\$0	\$551,250	\$662,065
		2027	Measure M2 Local Fairshare	\$94,815	\$0	\$511,560	\$0	\$606,375	\$709,211
		Totals:		\$503,115	\$0	\$7,918,010	\$0	\$8,421,125	\$9,368,699
Last Revised: 21-00 - Submitted		Total Programmed: \$8,421,125							

TIP ID CP-10724		IMPLEMENTING AGENCY Brea, City of								
Local Project Number: N/A	Project Title									
Additional Project IDs:	7218 - Traffic Signal Controller Upgrade									
Type of Work: Traffic Signals	Project Description									
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment	This project will replace obsolete traffic signal controllers, install video detection and upgrade traffic signal equipment citywide.									
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Brea limits	2022	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$103,100		
Project Notes Impact Fees (Traffic Nexus)	2022	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$51,550		
	2023	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$53,148		
	2023	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$106,296		
	2024	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$109,591		
	2024	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$54,796		
	2025	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$56,494		
	2025	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$112,989		
	2026	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$58,246		
	2026	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$116,491		
	2027	Measure M2 Local Fairshare	\$0	\$0	\$50,000	\$0	\$50,000	\$60,051		
	2027	Traffic Impact Fees	\$0	\$0	\$100,000	\$0	\$100,000	\$120,102		
			Totals:		\$0	\$0	\$900,000	\$0	\$900,000	\$1,002,854
Last Revised: 21-00 - Submitted								Total Programmed: \$900,000		

TIP ID CP-10725		IMPLEMENTING AGENCY Brea, City of								
Local Project Number: N/A	Project Title									
Additional Project IDs:	7219 - Traffic Calming Improvements									
Type of Work: Safety	Project Description									
Type of Work Description: Safety - Traffic calming such as bulbout, chokers, speed hump, etc.	This is an annual program for the development and implementation of traffic calming improvements as recommended by Traffic Committee and approved by City Council.									
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED		
Citywide	2022	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$51,550		
Project Notes	2023	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$53,148		
	2024	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$54,796		
	2025	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$56,494		
	2026	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$58,246		
	2027	Gas Tax	\$0	\$0	\$50,000	\$0	\$50,000	\$60,051		
				Totals:		\$0	\$0	\$300,000	\$0	\$300,000
Last Revised: 21-00 - Submitted								Total Programmed: \$300,000		

TIP ID CP-10726	IMPLEMENTING AGENCY Brea, City of																																																								
<p>Local Project Number: N/A</p> <p>Additional Project IDs:</p> <p>Type of Work: Intersection</p> <p>Type of Work Description: Intersection - Add through and right turn lanes to intersection</p> <p>Limits Kraemer Blvd. and Imperial Hwy.</p> <p>Project Notes</p>	<p>Project Title 7234 - Imperial Hwy/Kraemer Blvd Intersection Improvement</p> <p>Project Description This project will provide an additional northbound through lane on Kraemer Blvd. and a westbound right-turn lane on Imperial Hwy. Caltrans coordination is required for design, permit and construction. Right of way acquisition will be included.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>Traffic Impact Fees</td> <td style="text-align: right;">\$140,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$140,000</td> <td style="text-align: right;">\$140,000</td> </tr> <tr> <td>2023</td> <td>Traffic Impact Fees</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$500,000</td> <td style="text-align: right;">\$35,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$535,000</td> <td style="text-align: right;">\$568,684</td> </tr> <tr> <td>2024</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$75,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$75,000</td> <td style="text-align: right;">\$82,193</td> </tr> <tr> <td>2024</td> <td>Unfunded/Unknown</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$2,290,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$2,290,000</td> <td style="text-align: right;">\$2,509,640</td> </tr> <tr> <td>2024</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$75,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$75,000</td> <td style="text-align: right;">\$82,193</td> </tr> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$140,000</td> <td style="text-align: right;">\$500,000</td> <td style="text-align: right;">\$2,475,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$3,115,000</td> <td style="text-align: right;">\$3,382,710</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	2022	Traffic Impact Fees	\$140,000	\$0	\$0	\$0	\$140,000	\$140,000	2023	Traffic Impact Fees	\$0	\$500,000	\$35,000	\$0	\$535,000	\$568,684	2024	Gas Tax	\$0	\$0	\$75,000	\$0	\$75,000	\$82,193	2024	Unfunded/Unknown	\$0	\$0	\$2,290,000	\$0	\$2,290,000	\$2,509,640	2024	Measure M2 Local Fairshare	\$0	\$0	\$75,000	\$0	\$75,000	\$82,193	Totals:		\$140,000	\$500,000	\$2,475,000	\$0	\$3,115,000	\$3,382,710
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Last Revised: 21-00 - Submitted	Total Programmed: \$3,115,000																																																								

TIP ID CP-10731	IMPLEMENTING AGENCY Brea, City of																
<p>Local Project Number: 14-ORCO-ACE-3727 (Enginee</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Widening</p> <p>Type of Work Description: Road Widening - Add 1 lane to existing roadway in project limits</p> <p>Limits West side of Brea Blvd. from Canyondale Dr. to north City limit</p> <p>Project Notes County of Orange Public Works is lead agency. Impact Fees (Traffic Nexus). Unknown.</p>	<p>Project Title 7305 - Brea Boulevard Widening</p> <p>Project Description Project will widen the west side of Brea Blvd. from Canyondale Dr. to north City limit in accordance with Master Plan of Arterial Highway (MPAH) standards. Funding is reflected in a prior year for engineering phase.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:		\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>										
Totals:		\$0	\$0	\$0	\$0	\$0	\$0										
Last Revised: 21-00 - Submitted	Total Programmed: \$0																

TIP ID CP-10733	IMPLEMENTING AGENCY Brea, City of																																								
<p>Local Project Number: N/A</p> <p>Additional Project IDs:</p> <p>Type of Work: Interchange</p> <p>Type of Work Description: Interchange - Widen interchange between street and freeway</p> <p>Limits SR-57 southbound on-ramp and reconfigure eastbound lanes on Imperial Hwy.</p> <p>Project Notes Impact Fees (Traffic Nexus)</p>	<p>Project Title 7306 - Imperial Hwy/SR-57 Interchange Improvements</p> <p>Project Description Project will widen the SR-57 southbound on-ramp & reconfigure eastbound lanes on Imperial Hwy. The project will improve traffic operational performance & reduce congestion on Imperial Hwy. Caltrans coordination is required.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>Traffic Impact Fees</td> <td style="text-align: right;">\$150,000</td> <td style="text-align: right;">\$50,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$203,148</td> </tr> <tr> <td>2024</td> <td>Traffic Impact Fees</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$650,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$650,000</td> <td style="text-align: right;">\$712,343</td> </tr> <tr> <td>2024</td> <td>Unfunded/Unknown</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,500,000</td> <td style="text-align: right;">\$1,643,869</td> </tr> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$150,000</td> <td style="text-align: right;">\$50,000</td> <td style="text-align: right;">\$2,150,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$2,350,000</td> <td style="text-align: right;">\$2,559,360</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	2023	Traffic Impact Fees	\$150,000	\$50,000	\$0	\$0	\$200,000	\$203,148	2024	Traffic Impact Fees	\$0	\$0	\$650,000	\$0	\$650,000	\$712,343	2024	Unfunded/Unknown	\$0	\$0	\$1,500,000	\$0	\$1,500,000	\$1,643,869	Totals:		\$150,000	\$50,000	\$2,150,000	\$0	\$2,350,000	\$2,559,360
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																																		
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Last Revised: 21-00 - Submitted	Total Programmed: \$2,350,000																																								

TIP ID CP-10735	IMPLEMENTING AGENCY Brea, City of																																																								
<p>Local Project Number: N/A</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Maintenance</p> <p>Type of Work Description: Road Maintenance - Slurry seal of roadway</p> <p>Limits: Varies annually</p> <p>Project Notes:</p>	<p>Project Title 7312 - Citywide Slurry Seal Program (PN 7312)</p> <p>Project Description This project is an annual proactive, street maintenance program through which City streets are slurry sealed on an eight-year cycle. Each year, a listing of specific streets will be determined for slurry seal in coordination with PMP recommendations.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$206,200</td> </tr> <tr> <td>2023</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$212,592</td> </tr> <tr> <td>2024</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$219,183</td> </tr> <tr> <td>2025</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$225,977</td> </tr> <tr> <td>2026</td> <td>Measure M2 Local Fairshare</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$200,000</td> <td style="text-align: right;">\$232,983</td> </tr> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,000,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$1,000,000</td> <td style="text-align: right;">\$1,096,935</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	2022	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$206,200	2023	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$212,592	2024	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$219,183	2025	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$225,977	2026	Measure M2 Local Fairshare	\$0	\$0	\$200,000	\$0	\$200,000	\$232,983	Totals:		\$0	\$0	\$1,000,000	\$0	\$1,000,000	\$1,096,935
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Last Revised: 21-00 - Submitted	Total Programmed: \$1,000,000																																																								

TIP ID CP-10736	IMPLEMENTING AGENCY Brea, City of																																																																
<p>Local Project Number: 7313</p> <p>Additional Project IDs:</p> <p>Type of Work: Pedestrian</p> <p>Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk</p> <p>Limits: Citywide</p> <p>Project Notes:</p>	<p>Project Title 7313 - Citywide Sidewalk Replacement Program</p> <p>Project Description This project allows for repair and replacement of displaced concrete sidewalks, curb & gutter, and curb access ramps.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$103,100</td> </tr> <tr> <td>2023</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$106,296</td> </tr> <tr> <td>2024</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$109,591</td> </tr> <tr> <td>2025</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$112,989</td> </tr> <tr> <td>2026</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$116,491</td> </tr> <tr> <td>2027</td> <td>Gas Tax</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$100,000</td> <td style="text-align: right;">\$120,102</td> </tr> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$600,000</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$600,000</td> <td style="text-align: right;">\$668,569</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	2022	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$103,100	2023	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$106,296	2024	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$109,591	2025	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$112,989	2026	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$116,491	2027	Gas Tax	\$0	\$0	\$100,000	\$0	\$100,000	\$120,102	Totals:		\$0	\$0	\$600,000	\$0	\$600,000	\$668,569
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																																																										
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Last Revised: 21-00 - Submitted	Total Programmed: \$600,000																																																																

TIP ID CP-10866	IMPLEMENTING AGENCY Brea, City of																
<p>Local Project Number: 7322</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Maintenance</p> <p>Type of Work Description: Road Maintenance - Rehabilitation of roadway</p> <p>Limits: Country Hills Tract - East of Associated Road between Lambert Road & Birch Street</p> <p>Project Notes:</p>	<p>Project Title 7322 - Country Hills Subdivision Pavement & Water Connection Rehabilitation</p> <p>Project Description Rehabilitate Streets in Country Hills Tract pursuant to PMP. Improvements include updating curbs, gutters and ADA ramps. Water connection improvements are planned concurrently but will be funded through Water Fund and other non-transportation sources</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: right;"><u>ENG</u></th> <th style="text-align: right;"><u>ROW</u></th> <th style="text-align: right;"><u>CON/IMP</u></th> <th style="text-align: right;"><u>O&M</u></th> <th style="text-align: right;"><u>TOTAL</u></th> <th style="text-align: right;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: right;">Totals:</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:		\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>										
Totals:		\$0	\$0	\$0	\$0	\$0	\$0										
Last Revised: 21-00 - Submitted	Total Programmed: \$0																

TIP ID CP-10869		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: N/A	Project Title							
Additional Project IDs:	7323 - Country Lane Street Rehabilitation							
Type of Work: Road Maintenance	Project Description							
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will use the grind and overlay method to rehabilitate the streets in the Country Lane neighborhood as called for in the Pavement Management Program.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Country Lane between State College Blvd and Lambert Road.								
Project Notes			Totals:	\$0	\$0	\$0	\$0	\$0
Last Revised: 21-00 - Submitted								Total Programmed: \$0

TIP ID CP-10871		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: N/A	Project Title							
Additional Project IDs:	7324 - Berry Street Sidewalk Installation							
Type of Work: Pedestrian	Project Description							
Type of Work Description: Pedestrian - New sidewalk	This project will design approximately 2,000 linear feet of 8-foot wide sidewalks along the east side of Berry Street between Lambert Road and Central Avenue.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
East side of Berry Street between Lambert Road and Central Avenue	2022	Measure M2 Local Fairshare	\$0	\$0	\$275,000	\$0	\$275,000	\$283,525
Project Notes	2022	Gas Tax	\$0	\$0	\$300,000	\$0	\$300,000	\$309,300
		Totals:	\$0	\$0	\$575,000	\$0	\$575,000	\$592,825
Last Revised: 21-00 - Submitted								Total Programmed: \$575,000

TIP ID CP-10874		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 11-BREA-ECP-3564	Project Title							
Additional Project IDs:	7524 - Citywide Catch Basin Inserts Round 1							
Type of Work: Environmental Cleanup	Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts	This project would use BMPs to install catch basin filters throughout the City.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide	2022	General Fund	\$0	\$0	\$0	\$12,500	\$12,500	\$12,500
Project Notes	2023	General Fund	\$0	\$0	\$0	\$12,500	\$12,500	\$12,500
		Totals:	\$0	\$0	\$0	\$25,000	\$25,000	\$25,000
Last Revised: 21-00 - Submitted								Total Programmed: \$25,000

TIP ID CP-10876		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 12-BREA-ECP-3605		Project Title						
Additional Project IDs:		7524 - Citywide Catch Basin Inserts Round 2						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		This project would use BMPs to install catch basin filters throughout the City.						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide	2022	General Fund	\$0	\$0	\$0	\$13,882	\$13,882	\$13,882
Project Notes	2023	General Fund	\$0	\$0	\$0	\$13,882	\$13,882	\$13,882
			Totals:	\$0	\$0	\$0	\$27,764	\$27,764
Total Programmed: \$27,764								
Last Revised: 21-00 - Submitted								

TIP ID CP-10878		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 13-BREA-ECP-3683		Project Title						
Additional Project IDs:		7524 - Citywide Catch Basin Inserts Round 3						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		This project would use BMPs to install catch basin filters throughout the City.						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide	2022	General Fund	\$0	\$0	\$0	\$28,559	\$28,559	\$28,559
Project Notes	2023	General Fund	\$0	\$0	\$0	\$28,859	\$28,859	\$28,859
			Totals:	\$0	\$0	\$0	\$57,418	\$57,418
Total Programmed: \$57,418								
Last Revised: 21-00 - Submitted								

TIP ID CP-10880		IMPLEMENTING AGENCY Brea, City of						
Local Project Number: 14-BREA-ECP-3749		Project Title						
Additional Project IDs:		7524 - Citywide Catch Basin Inserts Round 4						
Type of Work: Environmental Cleanup		Project Description						
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		This project would use best management practices to install catch basins filters throughout the City.						
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Citywide	2022	General Fund	\$0	\$0	\$0	\$31,108	\$31,108	\$31,108
Project Notes	2023	General Fund	\$0	\$0	\$0	\$31,108	\$31,108	\$31,108
			Totals:	\$0	\$0	\$0	\$62,216	\$62,216
Total Programmed: \$62,216								
Last Revised: 21-00 - Submitted								

TIP ID CP-10916		IMPLEMENTING AGENCY Brea, City of								
Local Project Number: 15-BREA-ECP-3756		Project Title								
Additional Project IDs:		7524 - Citywide Catch Basin Inserts Round 5								
Type of Work: Environmental Cleanup		Project Description								
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		This project uses best management practices to install catch basin filters throughout the City.								
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Citywide		2022	General Fund	\$0	\$0	\$0	\$31,778	\$31,778	\$31,778	
Project Notes		2023	General Fund	\$0	\$0	\$0	\$31,778	\$31,778	\$31,778	
				Totals:	\$0	\$0	\$0	\$63,556	\$63,556	\$63,556
Last Revised: 21-00 - Submitted								Total Programmed: \$63,556		

TIP ID CP-10921		IMPLEMENTING AGENCY Brea, City of								
Local Project Number: 16-BREA-ECP-3846		Project Title								
Additional Project IDs:		7524 - Citywide Catch Basin Inserts Round 6								
Type of Work: Environmental Cleanup		Project Description								
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$35,992 per FY) from FY 17/18 through FY 26/27.								
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Citywide		2022	General Fund	\$0	\$0	\$0	\$18,781	\$18,781	\$18,781	
Project Notes		2022	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$0	\$17,211	\$17,211	\$17,211	
		2023	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$0	\$17,211	\$17,211	\$17,211	
		2023	General Fund	\$0	\$0	\$0	\$18,781	\$18,781	\$18,781	
		2024	General Fund	\$0	\$0	\$0	\$18,781	\$18,781	\$18,781	
		2024	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$0	\$17,211	\$17,211	\$17,211	
		2025	General Fund	\$0	\$0	\$0	\$18,781	\$18,781	\$18,781	
		2025	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$0	\$17,211	\$17,211	\$17,211	
				Totals:	\$0	\$0	\$0	\$143,968	\$143,968	\$143,968
Last Revised: 21-00 - Submitted								Total Programmed: \$143,968		

TIP ID CP-10923	IMPLEMENTING AGENCY Brea, City of							
<p>Local Project Number: 16-BREA-ECP-3847</p> <p>Additional Project IDs:</p> <p>Type of Work: Environmental Cleanup</p> <p>Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts</p> <p>Limits Citywide</p> <p>Project Notes</p>	<p>Project Title 7524 - Citywide Catch Basin Inserts Round 7</p> <p>Project Description This project uses best management practices to install catch basin filters throughout the City. Project has 10 year O&M match requirement (\$37,800 per FY) from FY 17/18 through FY 26/27.</p>							
	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
	2022	General Fund	\$0	\$0	\$0	\$37,800	\$37,800	\$37,800
	2023	General Fund	\$0	\$0	\$0	\$37,800	\$37,800	\$37,800
	2024	General Fund	\$0	\$0	\$0	\$37,800	\$37,800	\$37,800
	2025	General Fund	\$0	\$0	\$0	\$37,800	\$37,800	\$37,800
	Totals:		\$0	\$0	\$0	\$151,200	\$151,200	\$151,200
Last Revised: 21-00 - Submitted								Total Programmed: \$151,200

TIP ID CP-10927	IMPLEMENTING AGENCY Brea, City of							
<p>Local Project Number: 16-BREA-ECP-3848</p> <p>Additional Project IDs:</p> <p>Type of Work: Environmental Cleanup</p> <p>Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts</p> <p>Limits Citywide</p> <p>Project Notes</p>	<p>Project Title 7524 - Citywide Catch Basin Inserts Round 8</p> <p>Project Description This project uses BMPs to install catch basin inserts throughout the city. Project has 10 year O&M match requirement (\$15,589 per FY) from FY 17/18 through FY 26/27.</p>							
	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
	2022	General Fund	\$0	\$0	\$0	\$15,589	\$15,589	\$15,589
	2023	General Fund	\$0	\$0	\$0	\$15,589	\$15,589	\$15,589
	2024	General Fund	\$0	\$0	\$0	\$15,589	\$15,589	\$15,589
	2025	General Fund	\$0	\$0	\$0	\$15,589	\$15,589	\$15,589
	Totals:		\$0	\$0	\$0	\$62,356	\$62,356	\$62,356
Last Revised: 21-00 - Submitted								Total Programmed: \$62,356

TIP ID CP-10936	IMPLEMENTING AGENCY Brea, City of							
<p>Local Project Number: 14-BREA-TSP-3702</p> <p>Additional Project IDs:</p> <p>Type of Work: Traffic Signals</p> <p>Type of Work Description: Traffic Signals - Interconnect traffic signals to improve coordination and communications</p> <p>Limits City limits</p> <p>Project Notes Impact Fees (Traffic Nexus)</p>	<p>Project Title 7709 - Birch Street Traffic Signal Synchronization</p> <p>Project Description Upgrade of traffic signal control equipment along Birch St. & Rose Dr., including fiber optic interconnect cable and synchronization of traffic signals. O&M locally funded for FY19/20 - 21/22.</p>							
	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
	Totals:		\$0	\$0	\$0	\$0	\$0	\$0
Last Revised: 21-00 - Submitted								Total Programmed: \$0

TIP ID CP-11401	IMPLEMENTING AGENCY Brea, City of
Local Project Number:	Project Title
Additional Project IDs:	CIP 7251 - SR-57 Freeway / Lambert Road Interchange
Type of Work: Interchange	Project Description
Type of Work Description: Interchange - New interchange between street and freeway	This project will construct a new eastbound to northbound loop on-ramp and modify the spacing between the existing SR-57 on and off ramps to improve traffic flow. Caltrans is Lead Agency for Environmental & Implementation.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
The limits of this project are the SR-57 Freeway on-ramp and the immediate surroundings.	Totals: \$0 \$0 \$0 \$0 \$0 \$0
Project Notes	
Last Revised: 21-00 - Submitted	Total Programmed: \$0

TIP ID CP-11402	IMPLEMENTING AGENCY Brea, City of
Local Project Number:	Project Title
Additional Project IDs:	CIP 7299 - Brea Boulevard Street Improvement
Type of Work: Road Maintenance	Project Description
Type of Work Description: Road Maintenance - Slurry seal of roadway	This project will slurry seal the pavement on Brea Boulevard between Imperial Highway and Juniper Street.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
Brea Boulevard between Imperial Highway and Juniper Street	2022 Local Streets and Roads apportionments \$0 \$0 \$350,000 \$0 \$350,000 \$360,850
Project Notes	Totals: \$0 \$0 \$350,000 \$0 \$350,000 \$360,850
Last Revised: 21-00 - Submitted	Total Programmed: \$350,000

TIP ID CP-11501	IMPLEMENTING AGENCY Brea, City of
Local Project Number:	Project Title
Additional Project IDs:	CIP 7326 - Walnut Way Street Rehabilitation
Type of Work: Road Maintenance	Project Description
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will rehabilitate the residential roadway on Walnut Way located south of Bracken and on the west side of Brea Boulevard.
Limits	FISCAL YEAR FUND TYPE ENG ROW CON/IMP O&M TOTAL TOTAL ESCALATED
On Walnut Way south of Bracken and on the west side of Brea Boulevard.	2022 Gas Tax \$0 \$0 \$165,000 \$0 \$165,000 \$170,115
Project Notes	Totals: \$0 \$0 \$165,000 \$0 \$165,000 \$170,115
Last Revised: 21-00 - Submitted	Total Programmed: \$165,000

TIP ID	CP-11502	IMPLEMENTING AGENCY										
Local Project Number:		Project Title										
Additional Project IDs:		CIP 7327 - Central Avenue & State College Boulevard Street Improvements										
Type of Work: Road Maintenance		Project Description										
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project will improve the pavement pursuant to the City's Pavement Management Plan. Improvements will include updating curbs, gutters & ADA ramps.										
Limits		FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
On Central Avenue between west City limits and Brea Boulevard		2022	Local Streets and Roads apportionments		\$50,000	\$0	\$0	\$0	\$0	\$50,000	\$50,000	
Project Notes		2023	Local Streets and Roads apportionments		\$0	\$0	\$841,355	\$0	\$841,355	\$894,328		
					Totals:		\$50,000	\$0	\$841,355	\$0	\$891,355	\$944,328
Last Revised: 21-00 - Submitted											Total Programmed: \$891,355	

TIP ID	CP-11493	IMPLEMENTING AGENCY									
Local Project Number:		Project Title									
Additional Project IDs:		CIP 7453 - Gemini Ave & Steele Drive Street Rehabilitation									
Type of Work: Road Maintenance		Project Description									
Type of Work Description: Road Maintenance - Reconstruction of roadway		Rehabilitate street surface after waterline replacement project.									
Limits		FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
On Steele Drive from Central Ave to erenice Drive; Wardman Drive from Puente Street to Steele Drive; Berenice Drive from Wardman Drive to Steele Drive and Gemini Avenue from Imperial Highway to th		Totals: \$0 \$0 \$0 \$0 \$0 \$0									
Project Notes											
Last Revised: 21-00 - Submitted											Total Programmed: \$0

TIP ID	CP-11494	IMPLEMENTING AGENCY									
Local Project Number:		Project Title									
Additional Project IDs:		CIP 7457 - Pleasant Hills Tract Street Rehabilitation									
Type of Work: Road Maintenance		Project Description									
Type of Work Description: Road Maintenance - Rehabilitation of roadway		This project will rehabilitate the road surface in this neighborhood after the waterline replacement project									
Limits		FISCAL YEAR		FUND TYPE		ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
The Pleasant Hills Tract includes the following streets; Dorothy Drive, Denise Ct., Ethelinda Way, Bonnie Way, Harvey Drive, Sandra Ct. & N. Wardman Drive		Totals: \$0 \$0 \$0 \$0 \$0 \$0									
Project Notes											
Last Revised: 21-00 - Submitted											Total Programmed: \$0

TIP ID CP-11495		IMPLEMENTING AGENCY Brea, City of																
<p>Local Project Number:</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Maintenance</p> <p>Type of Work Description: Road Maintenance - Rehabilitation of roadway</p> <p>Limits Work will be on Delphia Avenue, Napoli Drive and St. Crispen Avenue in the Napoli Tract neighborhood.</p> <p>Project Notes</p>	<p>Project Title CIP 7458 - Napoli Tract Street Rehabilitation</p> <p>Project Description This project will rehabilitate the road surfaces in this residential tract after the waterline replacement project.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals: \$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals: \$0								
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>											
Totals: \$0																		
Last Revised: 21-00 - Submitted		Total Programmed: \$0																

TIP ID CP-11496		IMPLEMENTING AGENCY Brea, City of																
<p>Local Project Number:</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Maintenance</p> <p>Type of Work Description: Road Maintenance - Rehabilitation of roadway</p> <p>Limits The strteets included in this project are Woodcrest Ave., Birchcrest Ave., Oakcrest Ave., Sandalwood Drive, La Canada Drive and part of Northwood Avenue.</p> <p>Project Notes</p>	<p>Project Title CIP 7459 - North Hills (West) Street Rehabilitation</p> <p>Project Description This project will rehabilitate the streets in the west portion of North Hills Tract</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals: \$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals: \$0								
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>											
Totals: \$0																		
Last Revised: 21-00 - Submitted		Total Programmed: \$0																

TIP ID CP-11497		IMPLEMENTING AGENCY Brea, City of																
<p>Local Project Number:</p> <p>Additional Project IDs:</p> <p>Type of Work: Road Maintenance</p> <p>Type of Work Description: Road Maintenance - Rehabilitation of roadway</p> <p>Limits The streets included in this project are; Woodcrest Ave, Berenice Drive, Birchcrest Ave, Cedarcrest, Dorothy Drive, Poinsettia Ave & Wardman Drive.</p> <p>Project Notes</p>	<p>Project Title CIP 7460 - North Hills (East) Street Rehabilitation</p> <p>Project Description This project will rehabilitate the streets in the east portion of North Hills tract.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals: \$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals: \$0								
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>											
Totals: \$0																		
Last Revised: 21-00 - Submitted		Total Programmed: \$0																

TIP ID CP-11498	IMPLEMENTING AGENCY Brea, City of																								
Local Project Number:	Project Title																								
Additional Project IDs:	CIP 7464 - Puente St. Street Rehabilitation																								
Type of Work: Road Maintenance	Project Description																								
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will rehabilitate the road surface on Puente Street after the water main replacement project																								
Limits																									
Puente Street from Imperial Highway to the south City limit (Briarwood Drive)																									
Project Notes																									
	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals:</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:										\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																		
Totals:																									
		\$0	\$0	\$0	\$0	\$0	\$0																		
Last Revised: 21-00 - Submitted	Total Programmed: \$0																								

TIP ID CP-11499	IMPLEMENTING AGENCY Brea, City of																								
Local Project Number:	Project Title																								
Additional Project IDs:	CIP 7466 - South Brea Neighborhood Street Rehabilitation																								
Type of Work: Road Maintenance	Project Description																								
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will rehabilitate road surfaces in the south section of Brea after water main replacements.																								
Limits																									
Streets included are Pine Ave, Orange Ave, Spruce Street, Magnolia Ave and Laurel Avenue.																									
Project Notes																									
	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals:</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:										\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																		
Totals:																									
		\$0	\$0	\$0	\$0	\$0	\$0																		
Last Revised: 21-00 - Submitted	Total Programmed: \$0																								

TIP ID CP-11500	IMPLEMENTING AGENCY Brea, City of																								
Local Project Number:	Project Title																								
Additional Project IDs:	CIP 7467 - Eagle Hills Tract Street Rehabilitation																								
Type of Work: Road Maintenance	Project Description																								
Type of Work Description: Road Maintenance - Rehabilitation of roadway	This project will rehabilitate road surfaces in the Eagle hills Tract after the water line replacement																								
Limits																									
The streets included in this project are; Shamrock Ave., Flowerhill St. Bluebell Ave., Starflower St., Foxglove St., Wintergreen St. and Morning Glory Street.																									
Project Notes																									
	<table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>FISCAL YEAR</u></th> <th style="text-align: left;"><u>FUND TYPE</u></th> <th style="text-align: left;"><u>ENG</u></th> <th style="text-align: left;"><u>ROW</u></th> <th style="text-align: left;"><u>CON/IMP</u></th> <th style="text-align: left;"><u>O&M</u></th> <th style="text-align: left;"><u>TOTAL</u></th> <th style="text-align: left;"><u>TOTAL ESCALATED</u></th> </tr> </thead> <tbody> <tr> <td colspan="8" style="text-align: right;">Totals:</td> </tr> <tr> <td></td> <td></td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> </tbody> </table>	<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	Totals:										\$0	\$0	\$0	\$0	\$0	\$0
<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>																		
Totals:																									
		\$0	\$0	\$0	\$0	\$0	\$0																		
Last Revised: 21-00 - Submitted	Total Programmed: \$0																								

TIP ID CP-11407		IMPLEMENTING AGENCY Brea, City of						
Local Project Number:	Project Title							
Additional Project IDs:	CIP 7704 - Emergency Changeable Message Signs							
Type of Work: Safety	Project Description							
Type of Work Description: Safety - Signage installation and/or replacement	This project proposes to install changeable message signs that can be activated to notify drivers of Carbon Canyon road closures. This Caltrans project is currently on hold.							
Limits	FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED
Signs would be placed strategically so drivers can alter thier travel route when Carbon Canyon is closed.								
Project Notes			Totals: \$0	\$0	\$0	\$0	\$0	\$0
Last Revised: 21-00 - Submitted								Total Programmed: \$0

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/08/2021

SUBJECT: Acceptance of Contract and Notice of Completion for Contract with Stephen Doreck Equipment Rentals, Inc., CIP No. 7311, CIP No. 7453, and CIP No. 7464

RECOMMENDATION

1. Accept project as complete and authorize the City Clerk to record a Notice of Completion; and
2. Authorize the City Clerk to release the Payment and Performance Bond upon notification from the Public Works Department.

BACKGROUND/DISCUSSION

The City Council awarded a Construction Contract (“Contract”) to Stephen Doreck Equipment Rentals, Inc. (“Stephen Doreck”) on March 3, 2020, in the amount of \$4,382,734 for the Puente Street from Imperial Highway to Lambert Road Improvements, Capital Improvement Program (CIP) No. 7311; Gemini Avenue and Titan Way Improvements, CIP 7453; and Puente Street from Briarwood Road to Imperial Highway Improvements (“Project”) and approved up to a 10% Contract contingency for a total approved Contract budget of \$4,821,007.

The scope of work for the Project included installation of 6-inch, 8-inch, 10-inch, and 12-inch water mains and fittings, water services connections, capping/plugging old water mains, pavement resurfacing, re-striping, updating ADA ramps, removal and replacement of center medians, and adjusting water valve and utility manholes as required on Puente Street from Briarwood to Lambert Road, Gemini Avenue, and Titan Way (See Attachment A). The Project started construction on May 18, 2020 and was completed on March 12, 2021.

The amount of Contract Change Orders (“CCO”) approved on the Project is \$258,950, which equates to approximately 6% of the original Contract amount. The CCO’s included adding additional 3” water service, new gate valves and water line, additional pothole work at the Union Pacific Railroad crossing, new bollards and slough walls around several new Fire Hydrants and Air Vac units, and additional grinding and AC overlay work on Lambert/Puente and Imperial/Puente intersections.

Therefore, with the CCO’s, including the final Contract bid quantity balancing CCO, the final Contract total cost is \$4,664,458.37. The improvements have been completed and staff is recommending the City Council approve the Acceptance of Work performed by Stephen Doreck.

The following is a summary of contract costs:

Original Construction Contract Amount	\$4,382,734.00
Approved Change Orders	\$258,950.01
Final Balancing Change Order	\$22,774.36
Stephen Doreck Final Construction Contract Amount	\$4,664,458.37
Approved Construction Contract Budget	\$4,821,007.00
Remaining Construction Contract Balance	\$156,548.63

SUMMARY/FISCAL IMPACT

The final Contract amount for the Project is \$4,664,458.37, which includes the final balancing change order based on final quantities, and is under the approved Construction Contract budget. The source of funds for this Project is from the Water Utility Fund (Fund 420), Gas Tax (Fund 220), Measure M (Fund 260), and RMRA (Fund 221). Therefore, there is no impact to the General Fund. Once the Project is closed-out, any remaining unspent funds will be re-allocated back to the appropriate funds within each CIP Project.

The Project installed various sized water mains and fittings, removed and placed AC pavement overlay, re-stripped, updated ADA ramps, removed and replaced center medians, and adjusted water valve and utility manholes as required within Puente Street from Briarwood to Lambert Road, Gemini Avenue, and Titan Way. The Project was completed to the satisfaction of the City Engineer and Stephen Doreck has completed the Project and fulfilled its obligations to the City pursuant to the Project Contract. Therefore, staff is recommending the City Council to consider accepting the Project as complete and to authorize the City Clerk to record a Notice of Completion (See Attachment B). Additionally, staff is recommending to authorize the City Clerk to release the Payment and Performance Bonds upon notification from Public Works Department.

RESPECTFULLY SUBMITTED

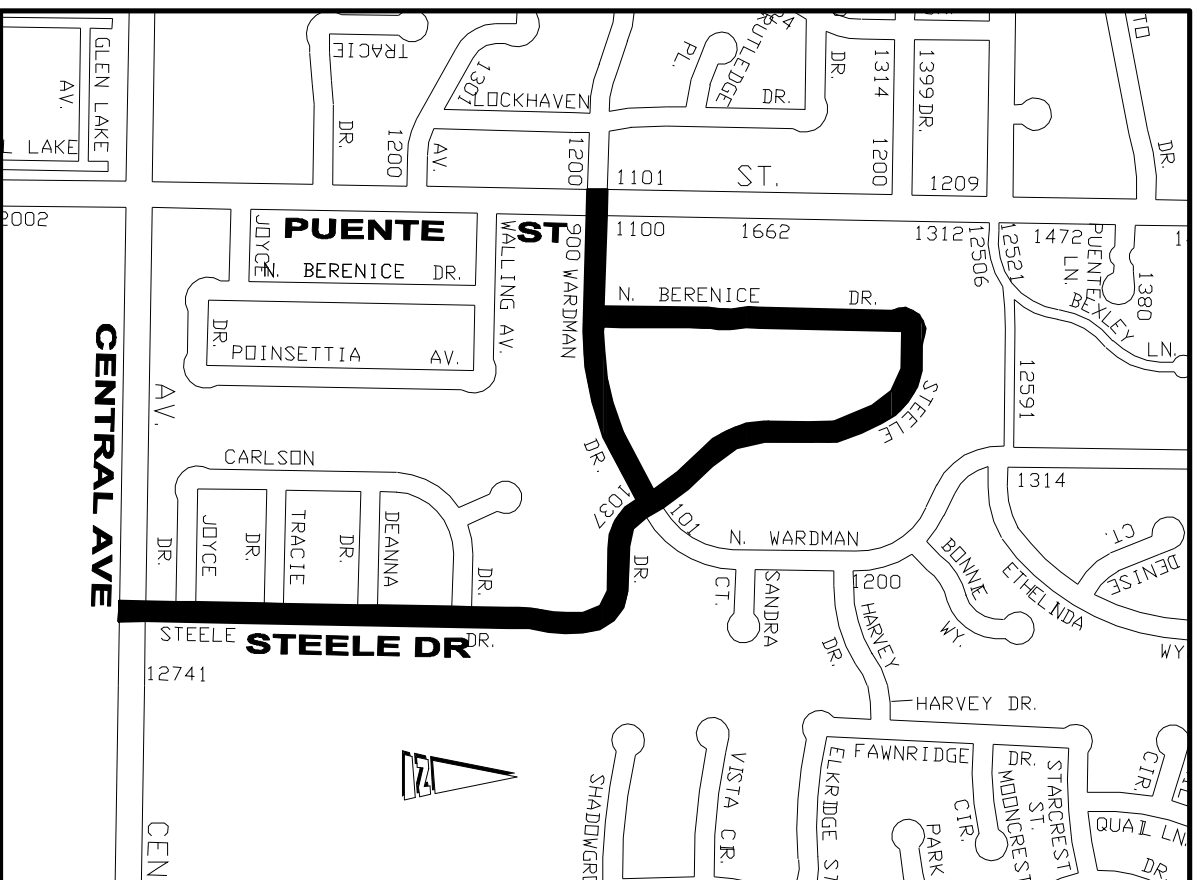
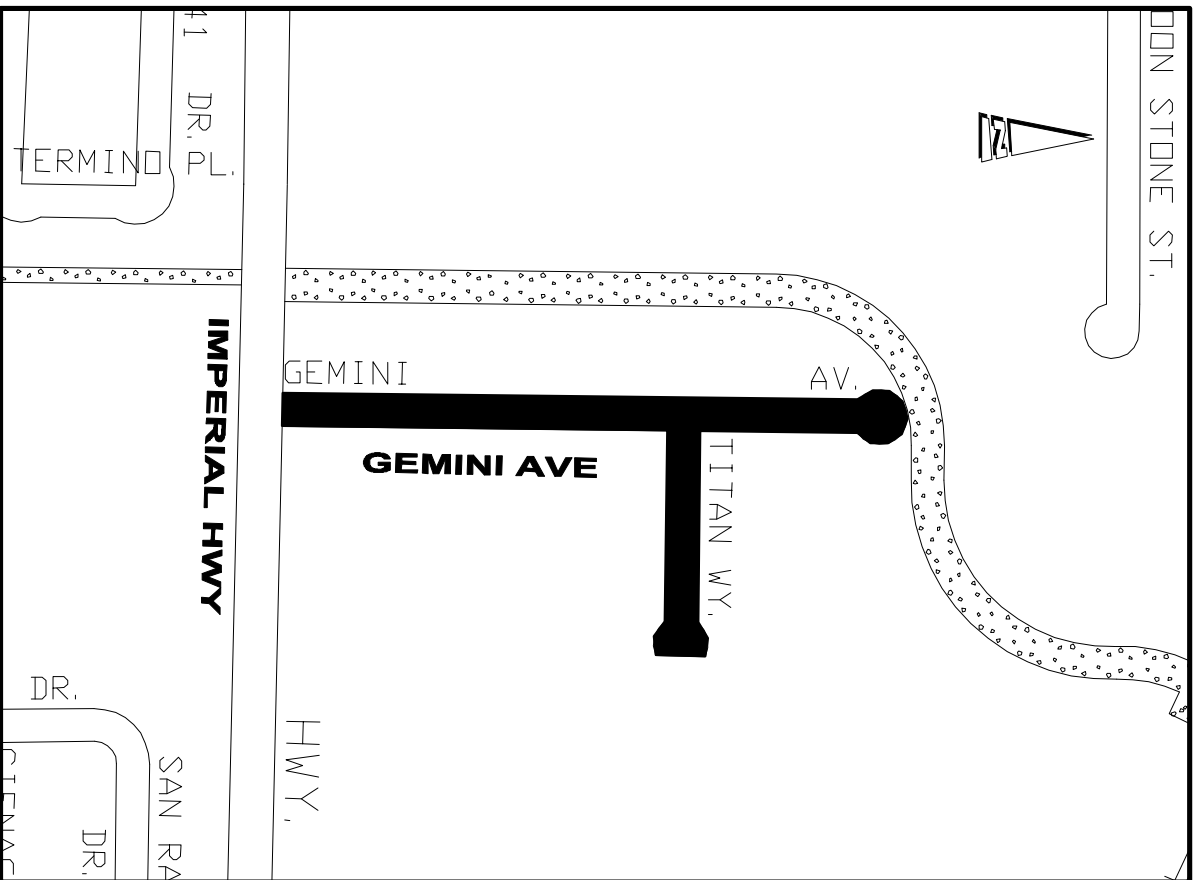
William Gallardo, City Manager
Prepared by: Michael Ho, P.E., Deputy Director Public Works/City Engineer
Concurrence: Tony Olmos, P.E., Public Works Director

Attachments

- Location Maps
 - Location Maps
 - Location Maps
 - NOC
-

PROJECT 7453

GEMINI AVENUE/STEELE DRIVE WATERLINE IMPROVEMENTS

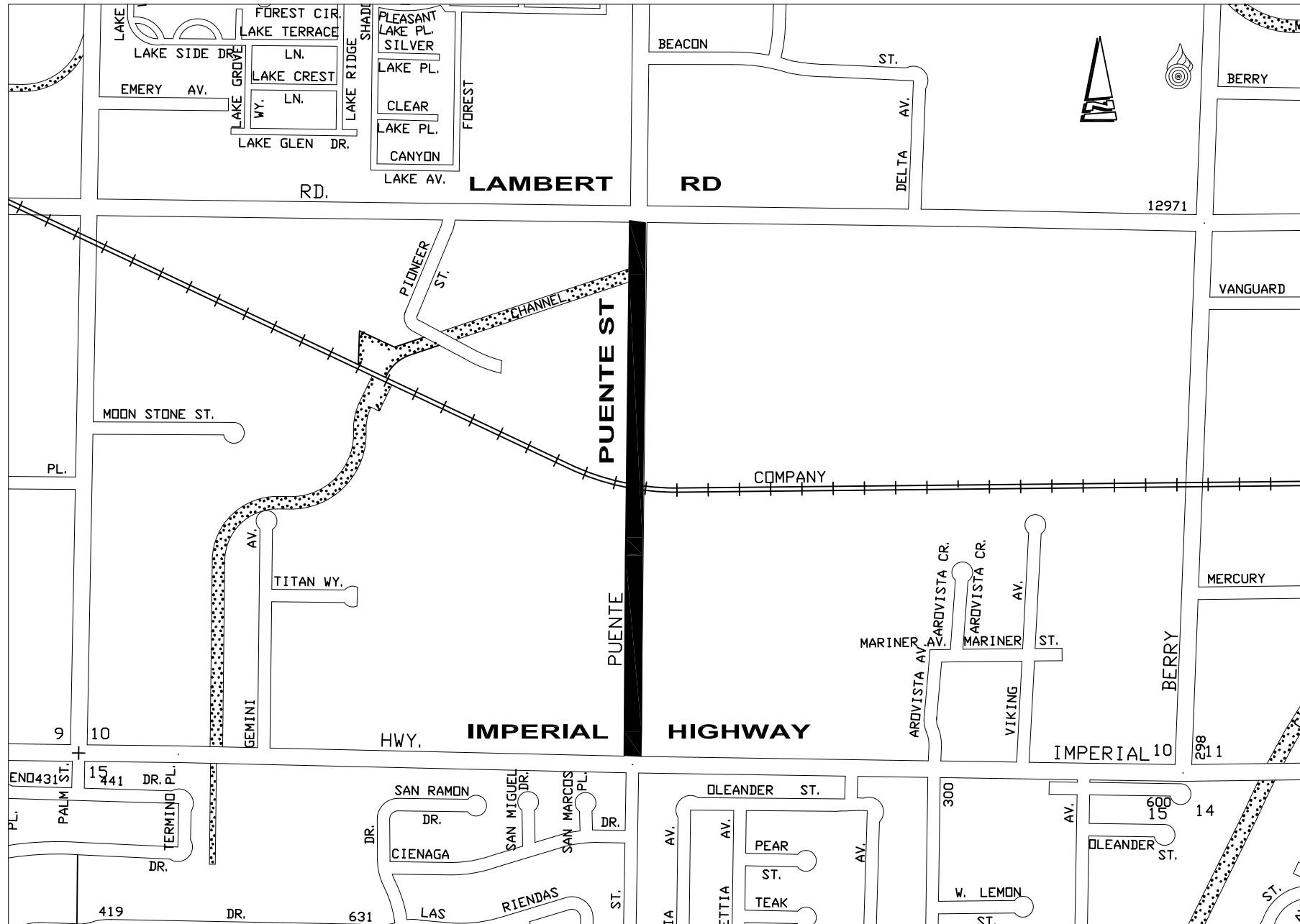


VICINITY MAP

NOT TO SCALE

PROJECT 7311

PUENTE STREET REHABILITATION

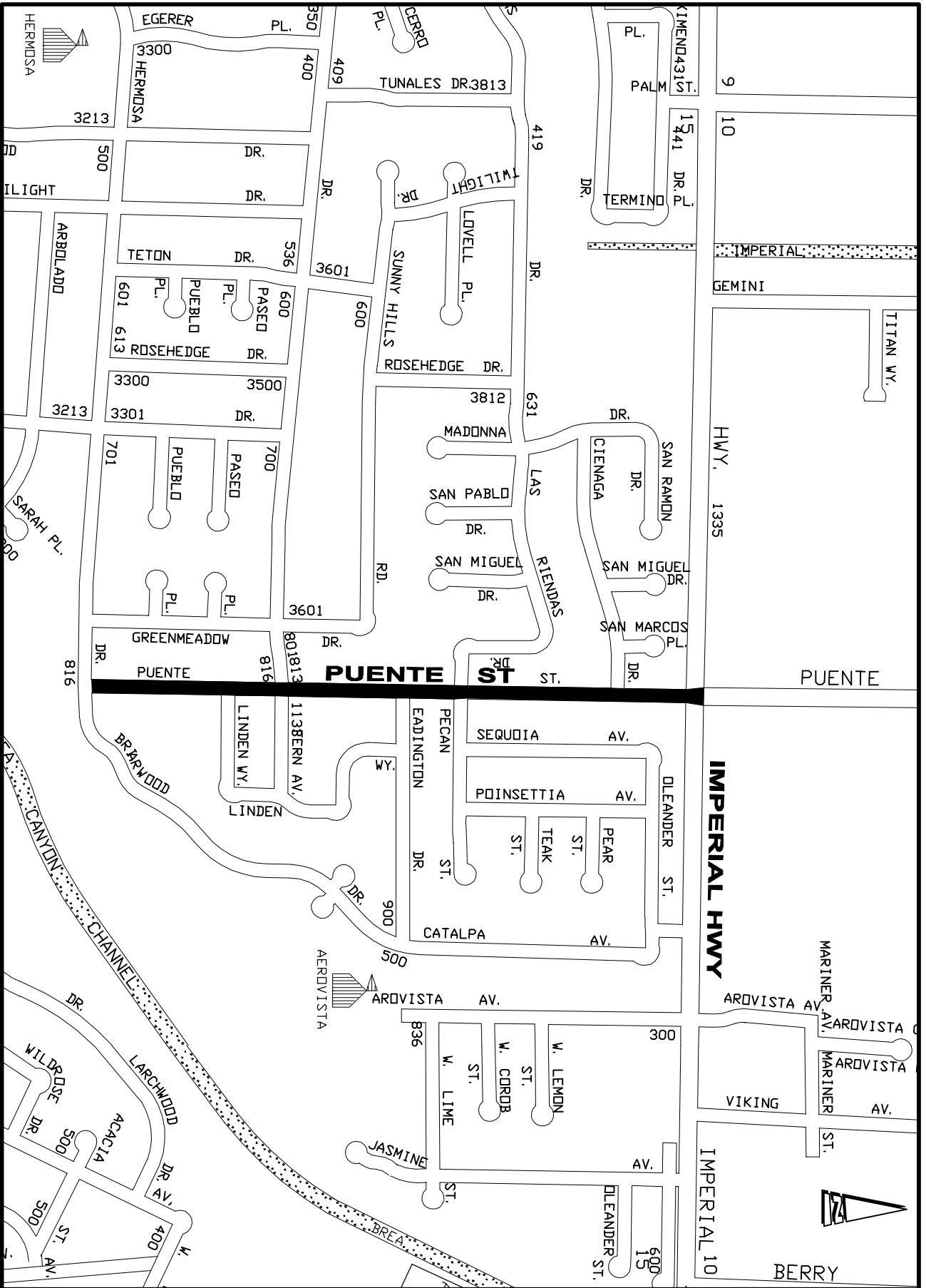


VICINITY MAP

NOT TO SCALE

PROJECT 7464

PUENTE STREET WATER MAIN REPLACEMENT



VICINITY MAP

NOT TO SCALE

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **City of Brea**

Street
Address **1 Civic Center Circle**

City &
State **Brea, CA 92821**
Zip

Free recording requested per Government Code Section 27383.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Lillian Harris-Neal, City Clerk, City of Brea

Notice of Completion

NOTICE IS HEREBY GIVEN THAT:

- 1. The undersigned is the owner of the interest or estate stated below in the property hereinafter described.
- 2. The full name of the undersigned is City of Brea (NAME)
- 3. The full address of the undersigned is 1 Civic Center Circle
Brea, CA

92821
(NUMBER AND STREET, CITY, STATE, ZIP)

- 4. The nature of the title or the undersigned is Owner-In-Fee
- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

Names

Addresses

- 6. The names of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commence of the work of improvement herein referred to are (OR IF NO TRANSFER WAS MADE, INSERT THE WORD "none"):

Names

Addresses

- 7. A work of improvement on the property hereinafter described was completed on **March 12, 2021.**
- 8. The name of the original contractor, if any, for the work of improvement was **Stephen Doreck Equipment Rentals, Inc.** (NAME OF CONTRACTOR, OR IF NO CONTRACTOR FOR THE WORK OF IMPROVEMENT AS A WHOLE, INSERT THE WORD "none"). [IF NOTICE COVERS COMPLETION OF CONTRACT FOR ONLY PART OF THE WORK OF IMPROVEMENT, ADD: The kind of work done or material furnished was **Water Main and appurtenances, AC pavement, PCC Ramps, Misc. PCC work, and striping.**
- 9. The property on which the work of improvement was completed is in the City of **Brea**, County of **Orange**, State of California, and is described as follows: **Puente Street Improvements from Imperial Highway to Lambert Road, CIP No. 7311; Gemini Avenue and Titan Way Improvements, CIP No. 7453; and, Puente Street Improvements from Briarwood Drive to Imperial Highway, CIP No. 7464.**
- 10. The street address of the said property is **Puente Street from Briarwood to Lambert Road, Gemini Avenue and Titan Way.**

Dated: 5/27/21 2021.

(SIGNATURE)

Michael S. Ho P.E., Deputy Director/City Engineer (TYPED NAME)

VERIFICATION

I, the undersigned, say:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at **Brea**, California, this 27 day of MAY, 2021.

(SIGNATURE)

Michael S. Ho P.E., Deputy Director/City Engineer

City of Brea

FINANCE COMMITTEE COMMUNICATION

TO: Finance Committee Members

FROM: Bill Gallardo

DATE: 06/08/2021

SUBJECT: Purchase of New Schwarze CNG Model A7 Tornado Street Sweeper

RECOMMENDATION

Approve issuance of purchase order in the amount \$323,978.12.

BACKGROUND/DISCUSSION

For over 50 years, the City has utilized a small fleet of three sweeping machines to sweep all City streets once per week. Two street sweepers were used in a frontline capacity, while one was used as a back-up or reserve role. Two of the sweepers were put into service in 2011, while the third was put into service in 2001. Since street sweeping machines are high maintenance units and are in continuous operation for 12 months out of the year, the sweepers typically have a 10-year life expectancy.

In March 2019, City Council directed staff to implement a street sweeping pilot program that changed sweeping frequency from once per week to twice per month. This pilot program is still in effect and requires the use of two street sweeping machines with one serving the frontline role and one as a back-up. Since the oldest sweeper was 18 years-old at the time the pilot program began in March 2019, the decision was made to sell the unit at auction because the engine was experiencing significant drivability issues; hopper was full of rust and rotting away causing the rear door to not function; a high number of hydraulic leaks, electrical failures and upgrades needed to keep the unit running. The Public Works Department sold this unit in public auction on October 09, 2019 for an amount of \$3,450. The decision was made to not immediately replace this unit since the City Council had not made a final decision on street sweeping frequency, which would have an effect on how many sweeping machines would be needed.

However, within the last two years, the other two 10 year-old street sweeping machines have been experiencing significant mechanical and maintenance issues of their own. At one point, earlier this year, both machines were out for repairs at the same time and staff had to quickly rent a street sweeping machine just to keep up with sweeping. Given the immediate need to have at least one very reliable street sweeping machine, staff is now recommending replacing the previously surplus 2001 street machine with a new machine. The new machine would serve as the front-line machine and staff will keep both 10 year-old machines as back-up reserves until such time City Council makes a final decision regarding street sweeping frequency. A decision to replace one of the 10-year-old machines would be made at a later date.

Staff participated in demos for two street sweeping machines, which included the Tymco and Schwarze. After evaluating the features and cost, staff has selected the Schwarze CNG Model A7 Tornado Street Sweeper. This sweeper was offered at a cost of \$323,978.12, which was \$45,427.83 lower than the Tymco and provided additional features such as a dual fueling system; fifty additional horsepower; stainless steel hopper with lifetime warranty; LED traffic guide arrow board; LED strobe for the cab; thirty additional gallons of water capacity for the water tank; factory training for two City employees; and two hundred additional hours of warranty on the sweeper. If approved, given the time it takes to build the unit, expected delivery to Brea would be approximately eight months from the date of issuance of the purchase order. Given the changes in Air Quality Management District regulations, the new unit shall be powered by Clean Natural Gas.

SUMMARY/FISCAL IMPACT

The total expenditure for this purchase is \$323,978.12. Funding is available to cover the cost of this purchase in AQMD Fund 240, which have been appropriated for this purpose. This price is through the Sourcewell Contract No. 122017-SZW. The not-to-exceed amount includes everything necessary to provide a fully functional new street sweeper. There is no General Fund Impact.

RESPECTFULLY SUBMITTED

William Gallardo, City Manager

Prepared by: Rudy Correa, Water Superintendent

Concurrence: Tony Olmos, Public Works Director and Cindy Russell, Administrative Services Director

Attachments

Schwarze CNG Quote



CSLB #980409
DIR 1000004282
www.source-mme.com
Toll Free 1-888-484-9968

May 26, 2021

City of Brea
545 North Berry Street
Brea, CA 92821

Tel: 714-990-7208
alexe@cityofbrea.net

Attention: Alex Escobar, Fleet Supervisor

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-SZW for the Schwarze CNG Model A7 Tornado Sweeper mounted on a new 2022 Freightliner M2 truck chassis for your review.

Summary:	Complete Unit per attached Sourcewell price sheet	
	Price F.O.B. Brea, CA	\$300,666.00
	7.75% Estimated Sales Tax	23,301.62
	CA Tire Fee (6 @ \$1.75 Each)	10.50
	Total	<u>\$323,978.12</u>

- **City's Purchase Order to be prepared and sent directly to Schwarze Industries Inc.**
1055 Jordan Road, Huntsville, AL 35811
M.J. Dubois (410) 924-1004 njpa@schwarze.com
- Pricing includes delivery and on-site training.
- Normal delivery 250-290 days A.R.O., depending on chassis availability.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.
- Quotation valid through July 31, 2021

Thank you for your continued interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Enclosure