

**CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA**



**Tuesday, December 19, 2023
8:00 AM SPECIAL MEETING**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 24 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at CityClerk@MurrietaCA.gov or call (951) 461-6031. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

NOTICE AND CALL OF SPECIAL MEETING NOTICE IS HEREBY GIVEN that on December 21, 2023, the Mayor of the City of Murrieta has called a Special Meeting of the Murrieta City Council to consider the following matters at the time and place listed on the agenda. /s/ Cristal McDonald, City Clerk

**Lori Stone
Mayor**

**Cindy Warren
Mayor Pro Tem**

**Lisa DeForest
Council Member**

**Jon Levell
Council Member**

**Ron Holliday
Council Member**

**Kim Summers, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

***** The City is utilizing a new agenda management system. If you have any questions, please reach out to the City Clerk Department at (951) 461-6030 or via email at CityClerk@MurrietaCA.gov.**

4:15 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

- CS1. Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code sections 54956.9(d)(2), because there is a significant exposure to litigation in three cases.

- CS2. Conference with Real Property Negotiator
The City Council will conduct a closed session, pursuant to Government Code section 54956.8, to enable the City Council to consider negotiations and to give direction to its negotiators regarding that certain real property, 11 Town Square, Murrieta CA 92562, with Summer Helene. The City's real property negotiator, the City Manager, Assistant City Manager, and City Attorney, will seek direction from the City Council regarding the price and terms for this property.

RECESS TO CLOSED SESSION

6:00 PM REGULAR MEETING

CALL TO ORDER

ANNOUNCEMENT OF CLOSED SESSION ACTION

ROLL CALL

PLEDGE OF ALLEGIANCE

INVOCATION

PRESENTATIONS

Certificate of Recognition - Pop Warner

Received After Agenda Printed - Pop Warner Presentation

APPROVAL OF AGENDA

CITY MANAGER - ADMINISTRATIVE UPDATE

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS

Governing Body CCB Reports is the opportunity for the City Council to provide a brief report on conferences, seminars, and Commission, Committees, and/or Boards meeting attendance. Reports shall not exceed three minutes. The City Clerk will use the computerized timer.

Received After Agenda Printed - GBR

PUBLIC COMMENTS

At this time any person may address the governing bodies on any subject pertaining to City business, which does not relate to any item listed on the printed agenda. Normally no action may be considered or taken by the governing bodies on any matter not listed on the agenda. Each speaker will be limited to three minutes.

Received After Agenda Printed - Concerned Citizens of Murrieta Report

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 8

All matters listed on the Consent Calendar are to be considered routine by the governing bodies, and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the governing body votes on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only**Recommended Action:**

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes**Recommended Action:**

Approve the minutes of the December 5, 2023, City Council Regular and Special Meeting.

3. First Amendment to the City Attorney Legal Services Contract**Recommended Action:**

Approve the First Amendment to the City Attorney Legal Services with Aleshire & Wynder, LLP to approve the amended rate schedule; and

Authorize the Mayor to execute the First Amendment.

4. Approval of a Professional Services Agreement with Apple One, Inc. for As-Needed Temporary Staffing Services

Recommended Action:

Authorize approval of a two-year professional services agreement with AppleOne Inc. to provide temporary staffing services in an amount not to exceed \$550,000 over the entire term of the agreement, inclusive of all extensions and amendments; and

Authorize the City Manager to execute the agreement with the option to extend for up to two additional one-year terms based on satisfactory performance of the services in the agreement and at the City's discretion.

5. Amendment to the Comprehensive Salary Schedule for Fiscal Year 2023/24 to Add Police Detective III Classification

Recommended Action:

Adopt Resolution No. 23-4720, entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending the Comprehensive Salary Schedule for Fiscal Year 2023/24.*

6. Approval of Collection Development Services Agreements

Recommended Action:

Approve a two-year Agreement with Brodart Company for Collection Development Services, in the amount not to exceed \$30,000 per fiscal year;

Approve a two-year Agreement with Ingram Library Services LLC, for Collection Development Services, in the amount not to exceed \$40,000 per fiscal year;

Authorize the City Manager to execute the Agreements with one optional two-year extension.

7. First Amendment to the Implementation Agreement Amendment with Western Riverside Council of Governments for Streetlight Operation and Maintenance

Recommended Action:

Approve the First Amendment to the Implementation Agreement between Western Riverside Council of Governments to implement maintenance and repair program for streetlights;

Approve Appendix 6 to the WRCOG new PSA with Yunex Traffic and WRCOG for the City to receive streetlight Operation and Maintenance services, in substantially the forms attached hereto; and

Authorize the City Manager to execute the First Amendment to the Implementation Plan and Appendix 6 to the WRCOG PSA Agreement subject to City Attorney's final approval.

8. Approve a Two-Year Extension to Comply with Assembly Bill 2234 Online Permitting System Requirements

Recommended Action:

Approve an extension of up to two years as allowed by California Government Code Section 65913.3.5 by making a written finding that adopting an online permitting system by January 1, 2024, would result in a substantial increase in permit fees and that the City of Murrieta has initiated a procurement process to complete the online permitting system by January 1, 2026.

PULLED CONSENT CALENDAR ITEMS**REORGANIZATION**

Pursuant to City Council Resolution No. 19-4178, in odd numbered years, on a yearly basis the City Council shall hold a Reorganization to select Presiding Officers of the Murrieta City Council and all Boards/Districts overseen.

Selection of Presiding Officers

Privilege of the Floor Extended to Outgoing Mayor

Privilege of the Floor Extended to Incoming Mayor

RECESS TO RECEPTION**PUBLIC HEARINGS**

9. Adoption of an Urgency Ordinance Pursuant to California Government Code Section 65858 Prohibiting the Establishment of Medical Cannabis Delivery Businesses for 45 Days, to Include an Exemption from the California Environmental Quality Act

Recommended Action:

Adopt the proposed Urgency Ordinance No. U-600-23 entitled: *An Interim Urgency Ordinance of the City Council of the City of Murrieta, California, Establishing A 45-Day Temporary Moratorium on the Establishment or Expansion of Medical Marijuana Dispensaries or Facilities, and Mobile Medical Marijuana Dispensaries Within City Limits, Declaring the Urgency Thereof and Finding an Exemption Under the California Environmental Quality Act to be adopted by 4/5ths vote of the City Council.*

GOVERNING BODY ANNOUNCEMENTS

Governing Body Announcements is the opportunity for the City Council to provide miscellaneous reports and announcements. Announcements shall not exceed two minutes. The City Clerk will use the computerized timer.

Received After Agenda Printed - GBA

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

This is the opportunity for Council Members to request items and receive consensus for items to be added to a future agenda. There will be no discussion or debate on the requests; a brief explanation of the request may be given.

ADJOURNMENT



CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No.

Subject:
Received After Agenda Printed - Pop Warner Presentation



MURRIETA CITY COUNCIL

Presentation:

Murrieta Valley Pop Warner
9U Division 1 Murrieta Blitzhawks

9U Division 1 Murrieta Blitzhawks

Murrieta Valley Pop Warner

Cooper Anderson
David Cantillo
Cannon Clark
Sebastian De La Torre
Jaxon Dyer
Jacob Fernandez
Jameson-Jay Gabiola
Isaiah Hamamoto
Jacob Hilgenberg
Cashton Hyldahl
Braden Kaveney

Shane Luyben
Zeelan Nunez
Bryce Peterson
Gianni Quaranta
Gavin Rawson
Hagen Sanserino
Slater Smith
Jet Stover
Aaron Vega Solorzano
KorDae Wilson
Brad-lee Young

9u Division 1 Murrieta Blitzhawks Murrieta Valley Pop Warner





CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No.

Subject:
Received After Agenda Printed - GBR



MURRIETA CITY COUNCIL

Governing Body Report:
Council Member Warren
December 19, 2023

Governing Body Report: Council Member Warren



December 13, 2023

Attended the Riverside County Transportation Commission Board Meeting.

The Commission approved Award Agreement No. 24-31-004-00 with Parsons Transportation Group Inc. to provide project and construction management (PCM) Services for the Interstate 15 Express Lanes Project Southern Extension (ELPSE) for an eight-year term in the amount of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750

Freeway Closure Reminder: The Riverside County Transportation Commission's 71/91 Interchange Project will require nightly full closures (Monday through Wednesday) of the westbound 91 between State Route 71 and Green River Road beginning Monday, December 11, 2023 through Wednesday, January 24, 2024.

Due to the holidays, no closures will be scheduled from December 20 through January 1, 2024. Closures will resume on Tuesday, January 2, 2024.



MURRIETA CITY COUNCIL

Governing Body Report: Council Member Levell

December 19, 2023

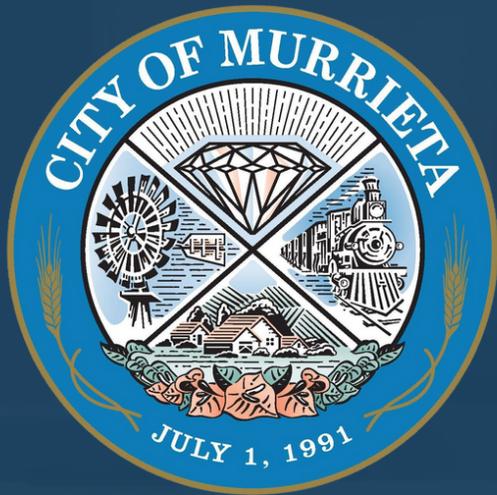
Governing Body Report: Council Member Levell



Attended the Southern California Association of Governments Economic Summit.

December 7, 2023





MURRIETA CITY COUNCIL

Governing Body Report:

Mayor Pro Tem Stone

December 19, 2023

Governing Body Report: Mayor Pro Tem Stone

December 7, 2023 Attended the Southern California Association of Governments Economic Summit.





CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No.

Subject:
Received After Agenda Printed - Concerned Citizens of Murrieta Report

Received After Agenda Printed
12/19/23 - Regular Meeting
Public Comment - Handout

Received After Agenda Printed
City Council Meeting _____
Item No. _____
Info. _____

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE**

DECEMBER 4, 2023

SUBMITTED BY:

TIFFANY & NALABOFF INVESTIGATIONS*
POST OFFICE BOX 727
MURRIETA, CALIFORNIA 92564
(951) 461-9256
EMAIL: MNALABOFF@TANDNPI.COM

ON BEHALF OF:

CONCERNED MURRIETA CITIZENS

*Tiffany & Nalaboff Investigations handled the email transmission of this document and has not provided any investigation services related to this matter. Tiffany & Nalaboff did not participate in any way with the material expressed herein.

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
 NOTICE OF POTENTIAL LITIGATION
 REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
 DECEMBER 4, 2023**

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NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

TO: Tiffany Israel, City Attorney, City of Murrieta, email: tisrael@awattorneys.com
CC: Lisa DeForest, Mayor, City of Murrieta, email: ldeforest@MurrietaCA.gov
CC: Lori Stone, Mayor Pro Tempore, City of Murrieta, email: lstone@MurrietaCA.gov
CC: Cindy Warren, City Council Member, City of Murrieta, email: cwarren@MurrietaCA.gov
CC: Ron Holliday, City Council Member, City of Murrieta, email: rholliday@MurrietaCA.gov
CC: Jon Levell, City Council Member, City of Murrieta, email: Jlevell@MurrietaCA.gov

SENT VIA: Email Transmission

OVERVIEW

At this time, concerned Murrieta citizens request that immediate action be taken regarding Mayor Pro Tempore Lori Stone regarding her activities that violate the Murrieta City Council Code of Conduct.

In this complaint, we address a number of concerns regarding Murrieta's City Council Member and current Mayor Pro Tempore, Lori Stone. Our areas of concern may be generally described as:

- 1) Willful and wrongful activities that fall outside the California Franchise Board and the California Secretary of State mandates, as well as misconduct while holding elected office, with regards to a business entity owned by Mayor Pro Tempore Lori Stone.
- 2) Willful failure to uphold at least ten (10) foundational elements of the most recent version of the Murrieta City Council's Code of Conduct, as executed by Mayor Pro Tempore Lori Stone.
- 3) Failure to uphold the stated Murrieta City Council Goals of integrity, honesty, accountability, responsibility, respect, and fairness.
- 4) Appearance of conflicts of interest and/or potential conflicts of interest.
- 5) Actual conflicts of interest.
- 6) Actions that fail to be performed in a "good faith" manner.
- 7) Misuse of Murrieta City Council Mayor Pro Tempore Lori Stone's titles as an elected official, while performing off-duty political activities, that she pursues as a private citizen, for personal gain and that she performs under the guise of office as a Murrieta City Council Member and Mayor Pro Tempore.
- 8) The wrongful use of Murrieta City Council Member Stone Mayor Pro Tempore Lori Stone's official social media accounts, including Facebook, under the name of "Lori Stone Murrieta City Council District 4" to directly promote her political business clients for elected office, especially considering that she receives compensation for her professional services.
- 9) The wrongful use of Murrieta City Council Member Mayor Pro Tempore Stone's official social media accounts, including Facebook, under the name of "Lori Stone Murrieta City Council District 4" to promote her own 2024 reelection campaign.

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
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In brief, Mayor Pro Tempore Lori Stone's primary duty and responsibility is to the people of Murrieta, not herself.

As a sworn elected official, Mayor Pro Tempore Lori Stone is obligated to act as a steward and fiduciary on behalf of the people of Murrieta. We acknowledge that Stone's personal source of income involves political campaign consulting and vendor services. Nevertheless, Stone significantly fails to honor fundamental ethical thresholds as established in the Murrieta Code of Conduct.

Since being elected, Stone repeatedly demonstrates that she significantly and noticeably bypasses standard best practices and crosses ethical boundary lines in favor of her own personal and political gains.

In every way illustrated herein, Stone demonstrates poor judgement. Based on the evidence presented herein, Stone fails to err on the side of regularly honoring her ethical obligations. Based on the evidence presented herein, Stone has not demonstrated the ability to self-regulate in favor of transparency and accountability.

For the wrongful actions and activities described herein, Council must put consequences in place now.

At this time, critical mass, and a tipping point, has been reached by Stone's collective willful and wrongful actions and this is why we plead for the Murrieta City Council's intervention. Council must take immediate corrective steps.

You will find certain redundancies enumerated throughout this communication regarding Stone's actions and our concerns. Stone's actions and activities have been grouped into several sections of our complaint. This allows each section within this complaint to stand alone for your consideration, while still allowing you to consider Stone's repetitive patterns of wrongful actions.

Make no mistake, we would voice these concerns no matter who, on the Murrieta City Council, conducted themselves in the ways described in this complaint.

All individuals aside, this complaint directly impacts the City of Murrieta (hereinafter "City) and the Murrieta City Council's integrity. This complaint is being sent anonymously because the messenger does not matter; it is the message and what the Murrieta City Council does as a result of this complaint that matters most.

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
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DECEMBER 4, 2023

BACKGROUND AND INTRODUCTION

In November 2020, Lori Stone, also known as Laurene Stone, (hereinafter “Stone”) was elected as a Murrieta City Council, District 4, Member. In December 2020, Stone was sworn into office. In December 2022, Stone was appointed Mayor Pro Tempore, which is her current title.

Murrieta City Council Members pledge their “*commitment to uphold a standard of integrity and competence beyond that required by the law.*” Murrieta City Council Members are duty bound to comply with “*all local, state, and federal laws and regulations as an inherent part of their ethical behavior*” and to “*disclose suspected instances of corruption,*” be that deception, dishonest dealings, misrepresentation, or lawbreaking to “*the appropriate authorities.*”

Since assuming office, Stone repeatedly fails to adhere to the overarching ethical values and principles framed in the Code of Conduct (hereinafter “Code), which call for Murrieta’s City Council Members to perform their duties at the “*highest standards of behavior*” and to “*promote and maintain an environment which fosters the public’s trust and confidence in the city.*” Stone fails to adhere to, not only to the foundational principles in the Code that mandate the ethical behaviors for each Murrieta City Council Member, but Stone also falls short of complying with more than ten (10) specific elements, as set forth in the Code.

As a result of her willful misconduct and activities, Stone places the Murrieta City Council Members and the City of Murrieta in an untenable position. Stone’s willful misconduct and activities expose other Murrieta City Council Members and the City of Murrieta to the threat of litigation.

It is also important to consider the possible effect that Stone’s negative actions may have upon City staff. Stone’s actions appear to strain these working relationships, while also appearing to be toxic, demoralizing, possibly creating a hostile work environment, and may have an adverse effect upon employee performance and retention.

Further, Stone’s use of staff time and resources is tremendously excessive, according to City documents, and may be unjustifiably burdensome. Therefore, **Stone fails to be a prudent steward of public resources, which is required by the Murrieta Code of Conduct.**

The premise of the Murrieta Code of Conduct is that the Murrieta City Council shall conduct themselves with the “*highest standards of behavior*” and shall “*maintain an environment which fosters the public’s trust and confidence.*” Certainly, conducting herself with the highest standards of behavior and maintaining an environment that fosters trust and confidence must also apply to Stone’s interactions with City staff at all levels throughout the organization, including our police and fire departments.

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There are numerous items that the Murrieta City Council pledges to uphold. The Murrieta Code of Conduct includes four sections with specific elements that each Council Member agrees to follow:

1. Integrity/Honesty
2. Accountability/Responsibility
3. Respect
4. Fairness

In addition to the Murrieta City Council's official Code of Conduct, the Murrieta City Council establishes their goals. These goals reflect the City Council's expression of their collaborative and collective vision and values. Two of the established values also place a direct emphasis on accountability and transparency, especially as related to the actions of the City Council. Stone's continued and ongoing activities are inconsistent with the accountability and transparency values of the Murrieta City Council. Stone's actions, as described herein, do not support the Council's stated values of integrity, honesty, respect, and fairness.

In addition to Stone's continued and ongoing failures to adhere to the Murrieta Code, Stone knowingly and intentionally fails to operate within the legal requirements of the State of California.

Stone's willful misconduct gives others significant reasons to distrust her and her actions. Accordingly, Stone's actions may strain the working dynamic between Council Members and brings disrepute to the Council's and the City's reputation.

Stone's misconduct in office involves ethical violations and egregious wrongful and/or unlawful acts, lawful acts performed in a wrongful manner, acts taken in her official capacity and/or in relation to the duties of office.

We, as concerned Murrieta citizens, request that immediate action be taken by the Murrieta City Council regarding Stone's activities.

REQUEST FOR IMMEDIATE ACTION BY THE MURRIETA CITY COUNCIL

The decision to make you aware of these matters was made after long and careful deliberations. In consideration of issues regarding public trust, accountability, transparency, integrity, and the Code, our expectation is that this communication will provide you with the abundant and reasonable information the Council needs to take immediate action.

While determining the consequences for Stone's intentional wrongdoings and actions, we respectfully request that the Murrieta City Council consider:

- 1) The number of violations.
- 2) The severity of the violations.
- 3) The repeated presence of any and all intentions to conceal, deceive, or mislead.
- 4) Upon previous notification(s) about various issue(s), whether or not significant corrective actions were taken to resolve the violations.

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- 5) Whether the violations were deliberate, negligent, or inadvertent, as there are greater implications for wrongdoing if the ongoing actions were willfully deliberate or negligent.
- 6) What the public's perception would be of these actions and violations, i.e., how would the public react if these issues were reported on the City of Murrieta's Facebook page, website, or the front page of newspapers.
- 7) Whether these actions were consistent with the Murrieta City Council's Code of Conduct and values, and, upon analysis, would the actions be consistent with "ethical" behaviors.
- 8) Whether the violations were one-time, isolated incidents or were ongoing and pervasive enough to establish a pattern of disregard for codes, regulations, requirements, laws, etc.
- 9) If you believe that Stone conducts herself in a completely transparent and accountable manner, as she declares during various Murrieta City Council meetings.
- 10) If you believe that Stone should be aware of the inappropriate nature of her actions, since Stone routinely and publicly recounts her decades long involvement in politics, election campaigns, and ethics training.
- 11) As officials and as members of the Murrieta City Council, who act in a fiduciary capacity to protect the residents and voters, what are the potential consequences of letting the actions, violations, and/or situations go unaddressed now that they have been brought to your and the Murrieta City Council's attention?

We love our City, as you obviously do. We do not want Stone's inappropriate misconduct and decisions to adversely impact our residents, businesses, City staff, or our City's respected reputation.

At a minimum, please find that Stone's actions are unacceptable, and:

1. Find, in Closed or in Open Council session, that Stone violates the Murrieta Code of Conduct and the laws, codes, and requirements, established by the California Franchise Tax Board and the California Secretary of State, with regards to her current and ongoing operations under the business she owns, which is Innovative Political Solutions, Inc.
 - a. According to the City's website for Stone, Innovative Political Solutions, Inc. is a "political campaign management company for candidates running for various government positions."
2. Find, in Closed Session or in Open Council session, that Stone, for a significant number of years has, and continues to, deliberately circumvented and evaded California law by having her political campaign customers issue consulting or vendor fee payments to various entities such as "Lori Stone" rather than "Innovative Political Solutions, Inc."
3. Revoke, in Closed Session or in Open Council session, Stone's appointments to any and all legislative committees and workgroups.
 - a. Considering her ongoing and lengthy violation of California laws, Stone is in a poor position to represent or lobby locally, regionally, and particularly in Sacramento or Washington, D.C., on behalf of the City of Murrieta.
 - b. Stone cannot be trusted to fully limit her agendas or lobbying activities to topics solely to those on behalf of the City of Murrieta.
4. Revoke, in Closed Session or in Open Council session, Stone's appointments to any and all assignments, regional boards, collaboratives, federations, committees, workgroups, advisory groups, alliances, joint powers agency organizations, and sub-committees,

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- whether ad-hoc or standing, in which Stone would represent the City of Murrieta and/or the Murrieta City Council.
5. In Closed or in Open Council session, reduce Stone's standing on the Council to that of Council Member and remove her appointment as Mayor Pro Tempore.
 6. In Closed Session or in Open Council session, appoint a successor Mayor Pro Tempore.
 7. In Closed Session or in Open Council session, refrain from reappointing Stone as Mayor Pro Tempore.
 8. In Closed Session or in Open Council session, refrain from appointing Stone as Mayor.
 9. In Closed Session or in Open Council session, and by not publicly calling for Stone's resignation from office, require Stone to specifically comply, henceforth, and on a consistent basis, with the Murrieta Code of Conduct.
 10. In Closed Session or in Open Council session, as a condition for completing her current term of office on the Murrieta City Council, and by not publicly calling for Stone's resignation from office, require Stone's immediate compliance with the laws, codes, and requirements, established by the California Franchise Tax Board and the California Secretary of State.

The Murrieta City Council has a unique set of ethical obligations and principles that apply to each of you as elected officials. You, the Murrieta City Council, are only as ethical as your weakest link. Without accountability and transparency, trust is compromised. You have accepted great responsibility and must take immediate action. A city council is either honest, accountable, transparent, and upholds their values, or these characteristics mean nothing. There are no shades of grey. **Further, in areas of any potential uncertainty, we encourage your decision-making process to err on the side of protecting the citizens and businesses in Murrieta, along with the reputation of the City and the City Council.**

You, the Murrieta City Council, have a sworn duty to stop wrongful activities by other Council colleagues once you are made aware of their existence. We call upon you for immediate action. We deserve and demand good governance, transparency, and accountability. Please exercise your authority as the Murrieta City Council to take immediate corrective actions with your Council colleague.

You, the Murrieta City Council, are the primary enforcer for corrective action against another Council colleague. The Council has established a higher level of conduct to create an environment in which ethics are routinely and consistently practiced, to emphasize core values that mean something more than words, and, to increase the public's confidence in our City.

STATEMENTS OF FACT AND ALLEGATIONS #1:

- **Illegally operates a business entity.**

According to public records, Stone has officially operated Innovative Political Solutions, Inc. (hereinafter, the "Business") since January 2009.

The California Franchise Tax Board and the California Secretary of State maintain websites. These websites indicate that Stone's business, Innovative Political Solutions, Inc. has been in

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suspended status for years. When a business is in suspended status, these websites indicate that the business loses its rights, powers, and privileges to do business in California.

As of 12/01/2023:

California
Secretary of State

innovative political solutions

INNOVATIVE POLITICAL SOLUTIONS, INC. (3176712)

01/01/2009	Suspended - FTB/SOS	Stock Corporation - CA - General	CALIFORNIA	LAURENE STONE
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Initial Filing Date	01/01/2009
Status	Suspended - FTB/SOS
Standing - SOS	Not Good
Standing - FTB	Not Good
Inactive Date	01/10/2013

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As of 12/01/2023:



STATE OF CALIFORNIA
Franchise Tax Board

If your business is suspended

You cannot:

- Legally do business
- Sell, transfer, or exchange real property
- File with an automatic extension
- Be issued a refund
- Start or continue a protest
- Legally close or dissolve your business
- Bring an action or defend your business in court
- File or maintain an appeal before the Office of Tax Appeals
- Maintain the right to use your business name

Overview

When your business has been suspended or forfeited, it is not in good standing and loses its rights, powers, and privileges to do business in California.

To revive your business and be in good standing, you must:

- File all past due tax returns
- Pay all past due tax balances
- File a revivor request form

Why is my business suspended

Generally, businesses are suspended when they fail to:

- File a return
- Pay
 - Taxes
 - Penalties
 - Fees
 - Interest

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

For a number of years Stone has been aware, or should have been aware, that her ongoing business activities were, and continue to be, illegal. Yet, over the course of many years and to the present day, Stone has failed resolve the issues with the Agencies.

In fact, due to current public records, business activities, and events, it is clear that Stone continues to own, operate, and promote her Innovative Political Solutions, Inc. business despite the California Franchise Tax Board (FTB) and the California Secretary of State (SOS) instructing Stone to fully cease operations.

For example, Stone currently lists herself as the owner of Innovative Political Solutions in her biography on the City of Murrieta's website, as follows:

Currently, she owns and operates Innovative Political Solutions, a political campaign management company for candidates running for various government positions.

<https://www.murrietaca.gov/1094/Lori-Stone>

Stone currently lists Innovative Political Solutions on her advertisement for her 2024 reelection campaign website, as follows:

Dani. Lori currently owns & operates Innovative Political Solutions, a political management company.

<https://stoneformurrieta2024.com/>

Stone currently lists herself as the owner of Innovative Political Solutions in her LinkedIn profile, as follows:

[linkedin.com/in/lori-stone-919328a5/](https://www.linkedin.com/in/lori-stone-919328a5/)

Lori STONE · 2nd
Innovative Political Solutions-Owner

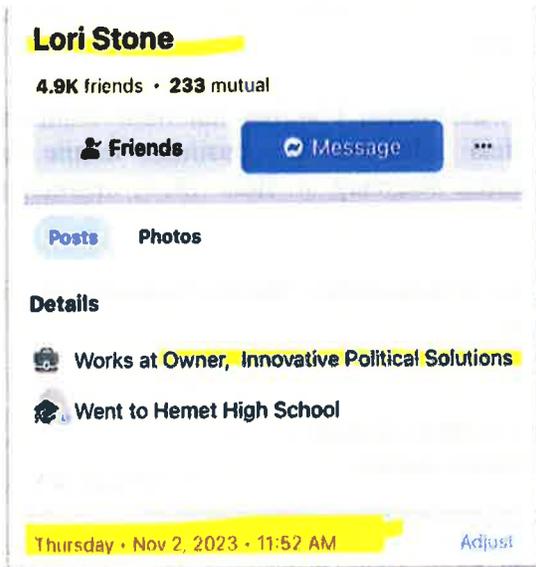
 Innovative Political Solutions

Experience

 **Owner**
Innovative Political Solutions
Jan 2009 - Present · 14 yrs 11 mos

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

Stone currently lists Innovative Political Solutions on her Facebook social media profile.



As further factual proof of her ongoing and wrongful business operations, whereby Stone runs Innovative Political Solutions, Inc., Stone declares income received by “Lori Stone/DBA Innovative Political Solutions,” on her annual Fair Political Practices Commission (hereinafter “FPPC”) California Form 700, the Statement of Economic Interests, despite the California Franchise Tax Board and the California Secretary of State instructing Stone to cease operations.

As additional proof of her ongoing and wrongful business activities, Stone knowingly and intentionally accepts payments for services rendered to Innovative Political Solutions, Inc., as is proven through public records, as illustrated herein, despite the California Franchise Tax Board and the California Secretary of State instructing Stone to cease operations.

As further proof of her ongoing and wrongful business activities under the business name of Innovative Political Solutions, Inc., Stone has willfully published and provided, and continues to currently publish and provide, her contact email address as “lori@InnovativePoliticalSolutions.com.”

At all relevant times herein and by acting in a manner inconsistent with her Oath of Office and her pledge to uphold the Code of Conduct, Stone has repeatedly failed to resolve her issues with the California Franchise Tax Board, the California Secretary of State, and possibly the Internal Revenue Service, (hereafter the “Agencies”).

Stone willfully acts outside the ethics contained in the Murrieta City Council’s Code of Conduct and the laws of the State of California. **The wrongful acts, as brought to your attention herein, are ongoing and there is a strong likelihood of continuing, if left unchecked by Council.**

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
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REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

STATEMENTS OF FACT AND ALLEGATIONS #2:

- Stone illegally operated a business, within the City of Murrieta, without a City business license.

Prior to being elected to Council, and as of the fall of 2019, Stone operated her business, Innovative Political Solutions, Inc., from her Murrieta residence without a business license. Further, after being elected to public office in Murrieta, Stone operated her business, Innovative Political Solutions, without a City business license, from November 2020 until January 3, 2023.

Business Search

Search By: Business Name Value: Innovative Political Solutions

Start Date Range From: 01/01/2000 To: 01/02/2023

No records found that match your search criteria.

bl.murrietaca.gov/hdlweb/Search/SearchBy



Home Report a Problem

Business Search

Search By: Business Name Value: Innovative Political Solutions

[Specify Start Date Range \(Optional\)](#)

Account #	Business Name	Start Date	Expire Date	Address
32085	Innovative Political Solutions	1/3/2023	1/3/2024	--ON FILE--

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

Business Search

Search By: Business Name Value: Lori Stone

[Specify Start Date Range \(Optional\)](#)

No records found that match your search criteria.

STATEMENTS OF FACT AND ALLEGATIONS #3:

- **Remuneration Issues and Compensation to Stone that appear to circumvent Stone's suspended operating status with the California Franchise Tax Board and the California Secretary of State.**

Based on current public records, other than the license for Innovative Political Solutions, Inc., **Stone does not have a license to do business under the names of Lori Stone or Laurene Stone, whether in the City of Murrieta or in the State of California.**

However, according to public records and despite the lack of a business license in Murrieta or the state, **Lori Stone and Innovative Political Solutions DBA Lori Stone have received consulting and vendor compensation during the last number of years.**

The California Franchise Tax Board and the California Secretary of State maintain websites. These websites provide public information records that indicate that Stone's business, Innovative Political Solutions, Inc., has been in suspended status for many years. **When a business is in suspended status, these websites indicate that the business loses its rights, powers, and privileges to conduct in California. Furthermore, and critically important, continuing to operate the business services by entering into additional contracts is likely fraudulent.**

More importantly, it is of great concern that during recent years, public records indicate that Lori Stone has received consulting and vendor compensation under the name of "Lori Stone." See evidence that follows below.

Further, it is of great concern that during recent years, public records indicate that payments have been accepted by Stone under either "Innovative Political Solutions" or "Innovative Political Solutions DBA Lori Stone." See evidence that follows below.

It is important to note that both the City of Murrieta and the State of California do not indicate that there are currently businesses registered or licensed to conduct business under the name "Lori Stone," "Laurene Stone," or "Innovative Political Solutions DBA Lori Stone."

[Note the name of the business that California has suspended is related to Lori Stone DBA (doing business as) Innovative Political Solutions. In other words, Innovative Political Solutions is the

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
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DECEMBER 4, 2023

entity not legally able to do business under the name of Lori Stone. “Innovative Political Solutions DBA Lori Stone” appears to have been created as a fabricated payee name in order to further circumvent Stone’s suspended operating status (cease operations order) with the California Franchise Tax Board and the California Secretary of State.]

Stone’s unethical behaviors in these regards are willfully deceptive and wrong. Stone knowingly and intentionally fails to conduct her business activities in accordance with state, and possibly federal, laws and regulations. **Stone, as an elected official, fails to operate under laws she is sworn to uphold.**

If, in fact, Innovative Political Solutions is suspended by the California Franchise Tax Board, as has been demonstrated by the evidence presented herein, it is likely that Stone’s bank account or bank accounts have been levied by the FTB and/or the IRS. If so, it would appear accepting payment for professional services in any other name than Innovative Political Solutions would most likely be circumventing Stone’s FTB suspension status to bypass any levied account(s) for the consulting and vendor services Stone has rendered.

Conversely, if any bank accounts for Innovative Political Solutions have not been levied and Stone continues/continued to make deposits into a bank account for Innovative Political Solutions, those actions would clearly be done improperly based on instructions from the California Franchise Tax Board and the California Secretary of State directing Stone to completely cease her business operations.

Also, in the event that Stone recently took corrective measures to settle her suspended status with the California Franchise Tax Board and the California Secretary of state, the fact remains that for many years prior to 2023, Stone continued wrongful business operations.

Stone also appears to have circumvented the cease doing business orders from the FTB and SOS as she engaged in business activities and accepted compensation under the names of Innovative Political Solutions, Lori Stone, etc. See the examples that follow below.

See proof of these items on the screenshots of official public records shown immediately below. The representative samples shown below are for the years 2018-2023, however, there are similar public records for other payors and numerous previous years available as support documentation.

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023**

PERIOD: 01/01/2023 – 06/30/2023

**Schedule E
Payments Made**

Amounts may be rounded to whole dollars.

Statement covers period from 01/01/2023 through 06/30/2023	SCHEDULE E CALIFORNIA FORM 460 Page 1 of 1 ID. NUMBER
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SEE INSTRUCTIONS ON REVERSE
NAME OF FILER

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|--|--|--|
| CMP campaign paraphernalia/misc. | MCR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL tv or cable airtime and production costs |
| FL candidate filing/ballot fees | PHD phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POB postage, delivery and messenger services | TRF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRY print ads | WEB information technology costs (Internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER ID. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone Murrieta, CA 92562	CNS	Campaign Management Deposit	

PERIOD: 07/01/2021 – 12/31/2021

**Schedule E
Payments Made**

Amounts may be rounded to whole dollars.

Statement covers period from 07/01/2021 through 12/31/2021	SCHEDULE E CALIFORNIA FORM 460 Page 1 of 1 ID. NUMBER
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SEE INSTRUCTIONS ON REVERSE
NAME OF FILER

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|--|--|--|
| CMP campaign paraphernalia/misc. | MCR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL tv or cable airtime and production costs |
| FL candidate filing/ballot fees | PHD phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POB postage, delivery and messenger services | TRF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRY print ads | WEB information technology costs (Internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER ID. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Innovative Political Solutions dba Lori Stone			

There is no legal entity with this name in Murrieta or in California.

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023**

PERIOD: 07/01/23 - 09/31/2023

**Schedule E
Payments Made**

Amounts may be rounded
to whole dollars.

Statement covers period from 07/01/2023 through 09/31/2023	SCHEDULE E CALIFORNIA FORM 460 Page 1 of 1 I.D. NUMBER
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SEE INSTRUCTIONS ON REVERSE
NAME OF FILER

[Redacted] 2022

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|---|---|---|
| CMP campaign paraphernalia/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL t.v. or cable airtime and production costs |
| FL candidate filing/ballot fees | PHO phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POS postage, delivery and messenger services | TSF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (Internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone			

PERIOD: 09/25/2022 - 10/22/2022

**Schedule E
(Continuation Sheet)
Payments Made**

Type or print in ink.
Amounts may be rounded
to whole dollars.

Statement covers period from 09/25/2022 through 10/22/2022	SCHEDULE E (CONT.) CALIFORNIA FORM 460 Page 1 of 1 I.D. NUMBER
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SEE INSTRUCTIONS ON REVERSE
NAME OF FILER

[Redacted]

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|---|---|---|
| CMP campaign paraphernalia/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL t.v. or cable airtime and production costs |
| FL candidate filing/ballot fees | PHO phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POS postage, delivery and messenger services | TSF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (Internet, email) |

NAME AND ADDRESS OF PAYEE OR CREDITOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone Murietta, CA 92583	CNS		

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023**

PERIOD: 01/01/22 – 04/23/2022

**Schedule E
(Continuation Sheet)
Payments Made**

Type or print in ink.
Amounts may be rounded
to whole dollars.

Statement covers period		SCHEDULE E (CONT.)	
from	01/01/2022	CALIFORNIA FORM 460	
through	04/23/2022	Page	of
		ID NUMBER	

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
[REDACTED]

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|---|---|---|
| CMP campaign pamphlet/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL tv, or cable airtime and production costs |
| FIL candidate filing/ballot fees | PHO phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POS postage, delivery and messenger services | TSE transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (internet, email) |

NAME AND ADDRESS OF PAYEE OR CREDITOR (IF CONTRIBUTOR, ALSO ENTER ID NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone Murrieta, CA 92563	CNS		[REDACTED]

PERIOD: 10/18/2020 – 12/31/2020

**Schedule E
Payments Made**

Amounts may be rounded
to whole dollars.

Statement covers period		SCHEDULE E	
from	10/18/2020	CALIFORNIA FORM 460	
through	12/31/2020	Page	of
		ID NUMBER	

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
[REDACTED]

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

- | | | |
|---|---|---|
| CMP campaign pamphlet/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL tv, or cable airtime and production costs |
| FIL candidate filing/ballot fees | PHO phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRS staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POS postage, delivery and messenger services | TSE transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF CONTRIBUTOR, ALSO ENTER ID NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Innovative Political Solutions	CNS	Campaign strategy consultancy	[REDACTED]

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023**

PERIOD: 01/01/2019 – 06/30/2019

**Schedule E
Payments Made**

Amounts may be rounded to whole dollars.

Payment covers period from 1/01/2019 through 06/30/2019	SCHEDULE E CALIFORNIA FORM 460 Page 1 of 1 I.D. NUMBER
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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
[REDACTED] 2018

- CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.
- | | | |
|---|---|---|
| CMP campaign paraphernalia/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL t.v. or cable airtime and production costs |
| FL candidate filing/balot fees | PHD phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRB staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POB postage, delivery and messenger services | TBF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone [REDACTED]	CNS		[REDACTED]

PERIOD: 01/01/2019 – 06/30/2019

**Schedule E
Payments Made**

Amounts may be rounded to whole dollars.

Payment covers period from 1/01/2019 through 06/30/2019	SCHEDULE E CALIFORNIA FORM 460 Page 1 of 1 I.D. NUMBER
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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
[REDACTED] 2018

- CODES:** If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.
- | | | |
|---|---|---|
| CMP campaign paraphernalia/misc. | MBR member communications | RAD radio airtime and production costs |
| CNS campaign consultants | MTG meetings and appearances | RFD returned contributions |
| CTB contribution (explain nonmonetary)* | OFC office expenses | SAL campaign workers' salaries |
| CVC civic donations | PET petition circulating | TEL t.v. or cable airtime and production costs |
| FL candidate filing/balot fees | PHD phone banks | TRC candidate travel, lodging, and meals |
| FND fundraising events | POL polling and survey research | TRB staff/spouse travel, lodging, and meals |
| IND independent expenditure supporting/opposing others (explain)* | POB postage, delivery and messenger services | TBF transfer between committees of the same candidate/sponsor |
| LEG legal defense | PRO professional services (legal, accounting) | VOT voter registration |
| LIT campaign literature and mailings | PRT print ads | WEB information technology costs (internet, e-mail) |

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Lori Stone [REDACTED]	CNS		[REDACTED]

**COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023**

PERIOD: 01/01/2018 – 09/22/2018

**Schedule E
(Continuation Sheet)
Payments Made**

Amounts may be rounded to whole dollars.

Statement covers period:		SCHEDULE E (CONT.)
from	01/01/2018	CALIFORNIA FORM 460
through	09/22/2018	Page <u> </u>
		I.D. NUMBER <u> </u>

SEE INSTRUCTIONS ON REVERSE
NAME OF FILER

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CVP campaign paraphernalia/misc.	MCR member communications	RAD radio airtime and production costs
CNS campaign consultants	MTG meetings and appearances	RFD returned contributions
CTB contribution (explain nonmonetary)*	OFC office expenses	SAL campaign workers' salaries
CVC civic donations	PET petition circulating	TEL tv, or cable airtime and production costs
FL candidate filing/ballot fees	PHO phone banks	TRC candidate travel, lodging, and meals
FND fundraising events	POL polling and survey research	TRS staff/spouse travel, lodging, and meals
IND independent expenditure supporting/opposing others (explain)*	POS postage, delivery and messenger services	TSP transfer between committees of the same candidate/sponsor
LEG legal defense	PRO professional services (legal, accounting)	VOT voter registration
UT campaign literature and mailings	PRF print ads	WEB information technology costs (internet, e-mail)

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE	OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Innovative Political Solutions DBA Lori Stone	CNS			

There is no legal entity with this name in Murrieta or in California.

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

ADDITIONAL COMPLAINTS AGAINST STONE
SUMMARY

- A. Stone performs off-duty activities as a private citizen and conducts these activities under the guise of her official office as a Murrieta City Council Member/Mayor Pro Tempore.
- B. Stone refers to her official title and/or position when conducting personal activities and for her own financial gain.
- C. Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses her personal activities.
- D. Stone uses her position and title in a manner that could reasonably be construed to imply that special “favors” have been induced by Stone in order that her personal interests receive benefits, financial or otherwise, to herself, her affiliates, or to her personal clients.
- E. Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.
- F. Stone regularly and routinely uses her Facebook page, “Lori Stone Murrieta City Council District 4” as a social media platform to engage with Murrieta constituents. This same Facebook page is also used by Stone to promote her reelection campaign, her personal political clients, and for personal financial gain. This creates a conflict of interest.

Stone uses Facebook as a social media platform. Her Facebook page is named, “Lori Stone Murrieta City Council District 4.” Stone’s Facebook page is one of the main ways that Stone communicates with her constituents. In addition to engagement with constituents, Stone uses her Murrieta City Council Facebook page for personal, political, and her outside professional interests. According to Cal Cities, an educational based association for municipalities, this is a conflict of interest. Stone’s Facebook page is used to identify her as a government official and to address constituents. Stone’s Facebook page should not be used to promote herself personally, to promote her clients from her Innovative Political Solutions, to promote her own election campaigns, or for her own personal financial gain with her own for-profit projects. Stone mixes up and commingles the use of social media platforms without a clear separation between Stone’s public responsibilities and her personal interests. Even the appearance of a conflict of interest is sufficient to damage the public’s trust.



COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
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REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE
DECEMBER 4, 2023

Transparency and other values require a clear separation between Stone's public responsibilities, use of Stone's City title, and her personal interests and financial gains.

Even the appearance of a conflict of interest is sufficient to damage the public's trust. Stone willfully fails in these regards. As former Murrieta City Council Member and former Mayor, Jonathan Ingram, stated from the dais in January 2021, "Perception becomes reality."

An additional relevant concern centers around the possibility that Stone commits fraudulent misrepresentation. **Simply put, fraud may have been committed if and when Stone enters into client representation contracts for Innovative Political Solutions or provides those same business services under various aliases.** If contracts have been issued since the California Franchise Tax Board and the California Secretary of State ordered Stone to cease any and all business operations, as related to Innovative Political Solutions, it would appear that Stone willfully and deliberately fraudulently misrepresented herself to others. In any event, if this concern is factual, how can Stone be trusted with the people's business in Murrieta?

EVIDENCE ITEM #1:

- Stone performs off-duty activities as a private citizen and conducts these activities under the guise of her official office as a Murrieta City Council Member/Mayor Pro Tempore.
- Stone refers to her official title and/or position when conducting personal activities and for her own financial gain.
- Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses her personal activities; personal business activities that financially enrich Stone's personal pocketbook.
- Stone uses her position and title in a manner that could reasonably be construed to imply that special "favors" have been induced by Stone in order that her personal interests receive benefits, financial or otherwise, to herself, her affiliates, or to her personal clients.
- Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.

In recent years, Stone performed political campaign consulting services for Matt Rahn. Matt Rahn (hereinafter "Rahn") served on the Temecula City Council. According to public records, Stone provided consulting services for Rahn's 2022 State Assembly Race in District 71. Public records also indicate that Stone received compensation from Rahn's State Assembly campaign committee. During 2022, and perhaps previously, Stone wrongfully operated Innovative Political Solutions as described within this complaint. Also, during this time period, Stone served as an elected official on the Murrieta City Council.

As support for the items of concern as described above, please consider the following actions taken by Stone. Stone is on record as stating that the "cancer center," which Matt Rahn is promoting, will be established in Temecula and that Michelle's Place is located in Temecula.

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Governing Body Announcements
December 7, 2021
Lori Stone, Council Member

EMAIL: LStone@MurrietaCA.gov

Attended a strategic meeting about the future of a cancer resource center in Southwest Riverside County with Matt Rahn, Mayor Pro Tem, City of Temecula and Kim Gerrish, E.D. Michelle's Place



Governing Body Announcements
October 17, 2023
Lori Stone, Mayor Pro Tem

EMAIL: LStone@MurrietaCA.gov

Various Dates
Attended a meeting with Chief Molloy, Assistant City Manager, & Matt Rahn.

For the above item, please ask yourselves what this meeting had to do with the City of Murrieta, the Murrieta Fire & Rescue (although Stone omitted mentioning Murrieta Fire and Rescue in her Governing Body Announcements disclosure report), or the Murrieta City Council. Could the case be made that perhaps there is a pattern of behavior whereby Stone performs off-duty activities as a private citizen and conducts these activities under the guise of her official office as a Murrieta City Council Member/Mayor Pro Tempore? As proof of our concerns and in terms of "perception is reality," as well as for reasons of accountability and transparency, why didn't Murrieta Fire & Rescue Chief Molloy and Matt Rahn meet without Stone being present?

Stone refers to her official title and/or position when conducting personal activities and for her own financial gain. Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City.

This type of willful misuse of title occurs in situations where Stone may gain financially, may acquire personal benefits, or provides tangible and/or intangible benefits for her personal clients and associates.

Further, while this particular meeting was partially disclosed on Stone's Governing Body Announcements, we have experienced significant reluctance when inquiries have been made about Stone's activities.

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During Murrieta City Council meetings, Stone routinely offers to provide information and answer questions regarding her Governing Body Announcements. However, to date, **Stone has failed to respond to our request that she provide the calendar dates missing from her Governing Body Announcements and has failed to answer any questions when clarifying information was sought.**

Why would Stone repeatedly offer, during City Council meetings, to answer questions when someone contacts her about her Governing Body Announcements, and then fail to provide information or answer questions when asked to do so? The main objective of the Council's Governing Body Announcements is to provide transparency and an opportunity for disclosures to the public about each Council member's activities. To ensure true transparency and accountability, which is the purpose of Council's Governing Body Announcements, Stone must freely cooperate with timely responsive details upon request.

Most significantly, one only needs to follow the chain of events and Stone's patterns of behavior to accurately evaluate if she is primarily acting for her own and/or her client's personal and financial gain regarding the ethical actions described within this Complaint.

We suspect that if the complete set of facts were brought to the light of day, Stone's actions and activities would fall outside the ethical parameters she promised to uphold.

EVIDENCE ITEM #2:

- Stone operated her business wrongfully, in 2022, under Innovative Political Solutions despite the California Franchise Tax Board and the California Secretary of State instructing Stone to cease her business operations.

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This is just a representative sample of one of many such examples of the issues outlined in this complaint.

Used Innovative Political Solutions in May 2022

Note: Although Matt Rahn's name and images are presented herein, we wish to make it clear that we do not have issues with Matt Rahn or his activities.

EVIDENCE ITEM #3:

- Stone operates wrongfully, in 2022, under Innovative Political Solutions, despite the California Franchise Tax Board and the California Secretary of State instructing Stone to cease operations.
- Stone uses her official office, official title, and position when conducting personal activities and for her own financial gain. See the campaign advertisement for a candidate, who paid Stone for her campaign consulting or vendor activities.
- Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses Stone's candidate, of whom paid Stone for her activities. Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in

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situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.



This is just a representative sample of one of many such examples of the issues outlined in this complaint.

Note: Although Matt Rahn's name and images are presented herein, we wish to make it clear that we do not have issues with Matt Rahn or his activities.

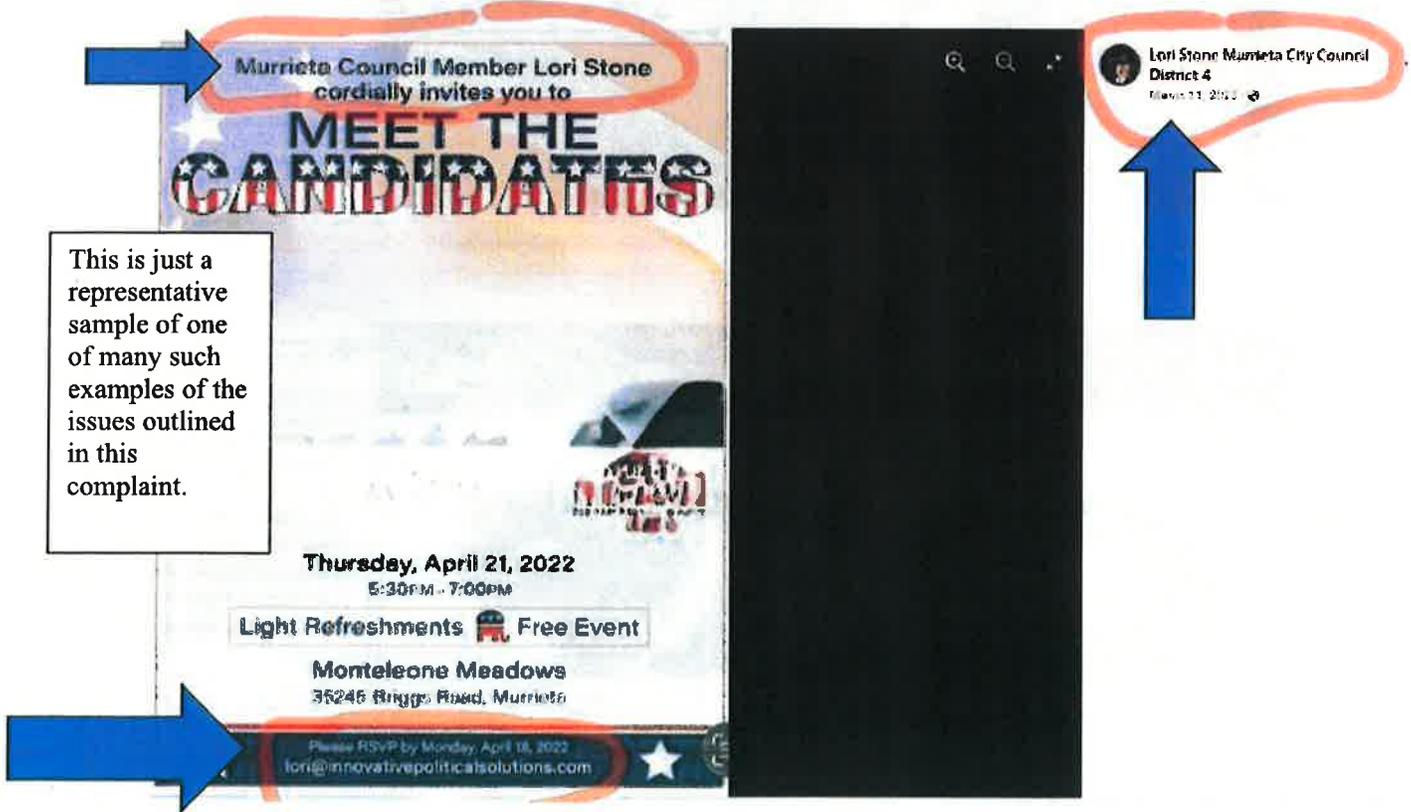
EVIDENCE ITEM #4:

- Stone operates wrongfully, in 2022, under Innovative Political Solutions despite the California Franchise Tax Board and the California Secretary of State instructing Stone to cease operations.
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- Stone uses her official office, official title, and position when conducting personal activities and for her own financial gain. See the campaign advertisement for a candidate, who paid Stone for her campaign consulting or vendor activities.
- Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses Stone's candidate, of whom paid Stone for her activities. Stone regularly and routinely

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uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.

- Stone regularly and routinely uses her Facebook page, (hereinafter “Facebook”), “Lori Stone Murrieta City Council District 4” as a social media platform to engage with Murrieta constituents. Stone uses this Facebook page to promote her personal clients and for personal financial gain. This creates a conflict of interest.



EVIDENCE ITEM #5:

- Stone regularly and routinely uses her Facebook page, (hereinafter “Facebook”), “Lori Stone Murrieta City Council District 4” as a social media platform to engage with Murrieta constituents. Stone also uses Facebook to promote her reelection campaign. This creates a conflict of interest.

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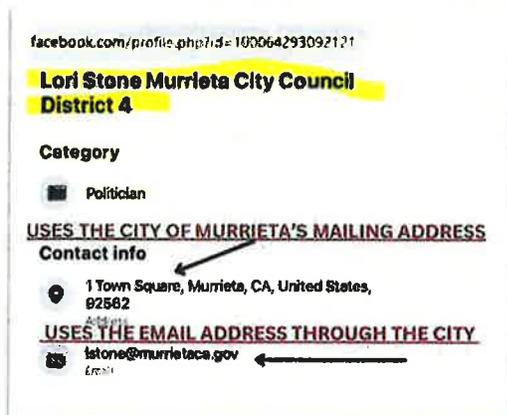
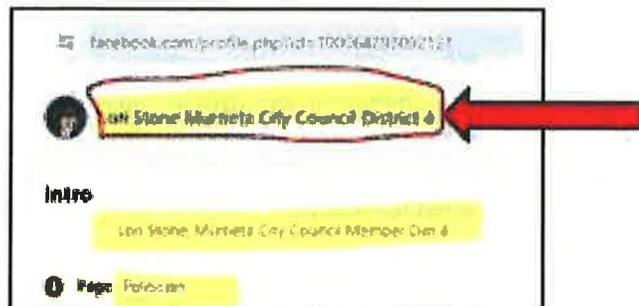
EVIDENCE ITEM #6:

- Stone regularly and routinely uses her Facebook page, (hereinafter “Facebook”), “Lori Stone Murrieta City Council District 4” as a social media platform to engage with Murrieta constituents. Stone also uses Facebook to promote her reelection campaign. This creates a conflict of interest or the appearance of a conflict of interest.

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- Stone's 2024 reelection campaign website directs traffic to her Facebook page. On the Facebook page, Stone's City of Murrieta email and mailing address are provided. This is a clear conflict of interest.
- This is the same Facebook page that Stone uses as her social media platform, which is her primary way of engaging with Murrieta constituents. This creates a conflict of interest or the appearance of a conflict of interest.

stoneformurrieta2024.com/#top



EVIDENCE ITEM #7:

- Stone performs off-duty activities as a private citizen and conducts these activities under the guise of her official office as a Murrieta City Council Member/Mayor Pro Tempore.

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- Stone refers to her official title and/or position when conducting personal activities and for her own financial gain.
- Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses her personal activities.
- Stone uses her position and title in a manner that could reasonably be construed to imply that special “favours” have been induced by Stone in order that her personal interests receive benefits, financial or otherwise, to herself, her affiliates, or to her personal clients.
- Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.

The Temecula Valley Republican Women (hereinafter “TVRW”) group is a quasi-political action committee. As a splinter organization who separated from another political association, one of TVRW’s primary goals for leaving the state organization was to be able to endorse political candidates.

As a private citizen and not in her official capacity, Stone serves/served as the TVRW Chairperson for their Public Safety Community Action Group. Stone used her official position and City Council title inappropriately with TVRW. TVRW is not an organization that is part of the various committees assigned to Murrieta City Council Members, who officially attend regularly scheduled meetings.

Stone’s relationship with TVRW, at the very least, creates the appearance of a conflict of interest. Stone uses her official title for purposes other than identification purposes, plus she uses her title and office to advocate her personal legislative and political positions. Stone should not use her title or position to advocate on behalf of proposed legislation. With TVRW, and perhaps elsewhere, Stone inappropriately conducts herself as if she is an authorized spokesperson on behalf of the entire City of Murrieta, the Murrieta City Council, and the Murrieta Police Department.

Stone’s public relationship with TVRW lacks compliance with Stone’s responsibility to maintain a bipartisan position that represents the entire, broadly based Murrieta community. TVRW is anti-Democratic, anti-liberal, anti-Newsom, and anti-Biden.

Stone’s past and ongoing relationship with TVRW includes using her official title and position as a Murrieta City Council Member for Stone’s reelection campaign.

In turn, TVRW promotes her by posting Stone’s own reelection campaign events, endorsements, and campaign advertisements for Stone’s personal events, such as A Day In Her Shoes, etc.

As Murrieta Mayor Pro Tempore, Stone appears to have created her own custom letterhead stationery for her use when advocating for legislation under her title on the Murrieta City Council. Stone demonstrates her inappropriate use of her City title and position by sharing her April 6, 2023,

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letter with TVWR, who then published the letter on their Facebook page. TVWR has posted Stone's letterhead on their Facebook page, with her title displayed, whereby Stone states that she "cannot sit back and not be a voice" legislatively. Stone agreed to adhere to the Murrieta City Council's Pledge that once a position has been agreed upon by the majority of the Council Members, any dissenting Council Members will adhere to the decision. However, there are examples below, whereby Stone uses her own Facebook page, as well as the TVRW Facebook page, to push forward with her own point of view and then disparages the Murrieta City Council by stating that Council denied her request to agendize her proposal for further legislative outreach.

March-2023-newsletter

PDF (tvrwomen.org)

tvrwomen.org

 tvrwomen.org / March-20...sletter

You can also click on our new TVRW logo above to access the 2023 membership application directly.

Introducing our Public Safety Action Group!

By: Lori Stone- Murrieta Mayor Pro Tempore

Temecula Valley Republican Women is very proud to announce our new Public Safety Action Group. The Public Safety Action Group will track proposed and pending legislation that pertains to public safety. With the

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Furthermore, Stone inaccurately disclosed information about TVRW on her March 21, 2023, Governing Body Announcements. See the evidence screenshot below. Without providing a transaction date, Stone imprecisely refers to the “Public Safety Community Action group (sic),” because TVRW has named the group as the Public Safety Action Group. More importantly, whether intentionally or unintentionally, Stone fails to disclose that the Group is part of the Temecula Valley Republican Women quasi-political action committee on her Murrieta City Council Governing Body Announcements.

 **Governing Body Announcements**
March 21, 2023
Lori Stone, Mayor Pro Tem

EMAIL: LStone@MurrietaCA.gov

03/16/23	Attended a Q&A with the residents of The Linden.
03/09/23	Attended a Welcoming Reception for the new Executive Director of the Metropolitan Water District.
03/17/23	Attended the VFW St. Patrick's Day event.
03/18/23	Attended the Empowered Women in Wellness event as a Keynote Speaker.
	Accepted a Chair position for the Public Safety Community Action group.

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Temecula Valley Republican Women

April 7 · 🌐

Join our Public Safety Community Action Group and keep informed about pending safety related legislation. We will send out updates and instructions on how you, too, can contact elected officials and make your voice heard. Send an email to info@tvrwomen.org



Lori Stone, Murrieta Mayor Pro Tem, District 4

April 6, 2023

The Honorable Aisha Wahab
Chair, Senate Committee on Public Safety

State Capitol Sacramento, CA 925814 Stone uses her title and quasi-official stationery, however, she indicates her "personal" advocacy on legislation?

Dear Senator Wahab:

I, personally are vehemently opposed to SB 94 which would allow a court to recall, resentence and release cop killers and other heinous murders who have been convicted of first degree murder with special circumstances and sentenced to either death or life without the possibility of parole.

SB 94 essentially invalidates California's murder with "special circumstances" sentencing law and allows a judge to immediately release anyone so sentenced as long as they have served just 20 years.

SB 94 would allow for the release from prison of persons convicted of first degree murder with "special circumstances" which include the following (per current CA Penal code § 190.2) multiple murders; the murder of a peace officer; firefighter; prosecutor; judge; juror; an elected or appointed official; federal law enforcement officer; witness, or where the murder was especially heinous, atrocious, or cruel, manifesting exceptional depravity or where the victim was tortured. SB 94 would also allow for the early release from prison of persons convicted of first degree murder with "special circumstances" where the victim was intentionally killed because of his or her race, color, religion, nationality, or country of origin - or where the victim was under the age of 14, raped or sodomized and then murdered.

I recognize that SB 94 does not provide for the automatic resentencing and release of these first degree murderers, any mass, serial or cop killers who are denied their petition for such release. However, SB 94 grants these murderers the ability to reapply for release every two years, forcing their families, friends and fellow officers to relive the trauma and suffering caused by these callous killers of innocent victims.

Persons convicted of first degree murder with special circumstances and sentenced to death or LWOP including cop killers are the very "worst of the worst" in our society and should stay behind bars, for the reasons stated here. I strongly oppose SB 94 and respectfully request a NO vote.

Lori Stone
Mayor Pro Tem, District 4

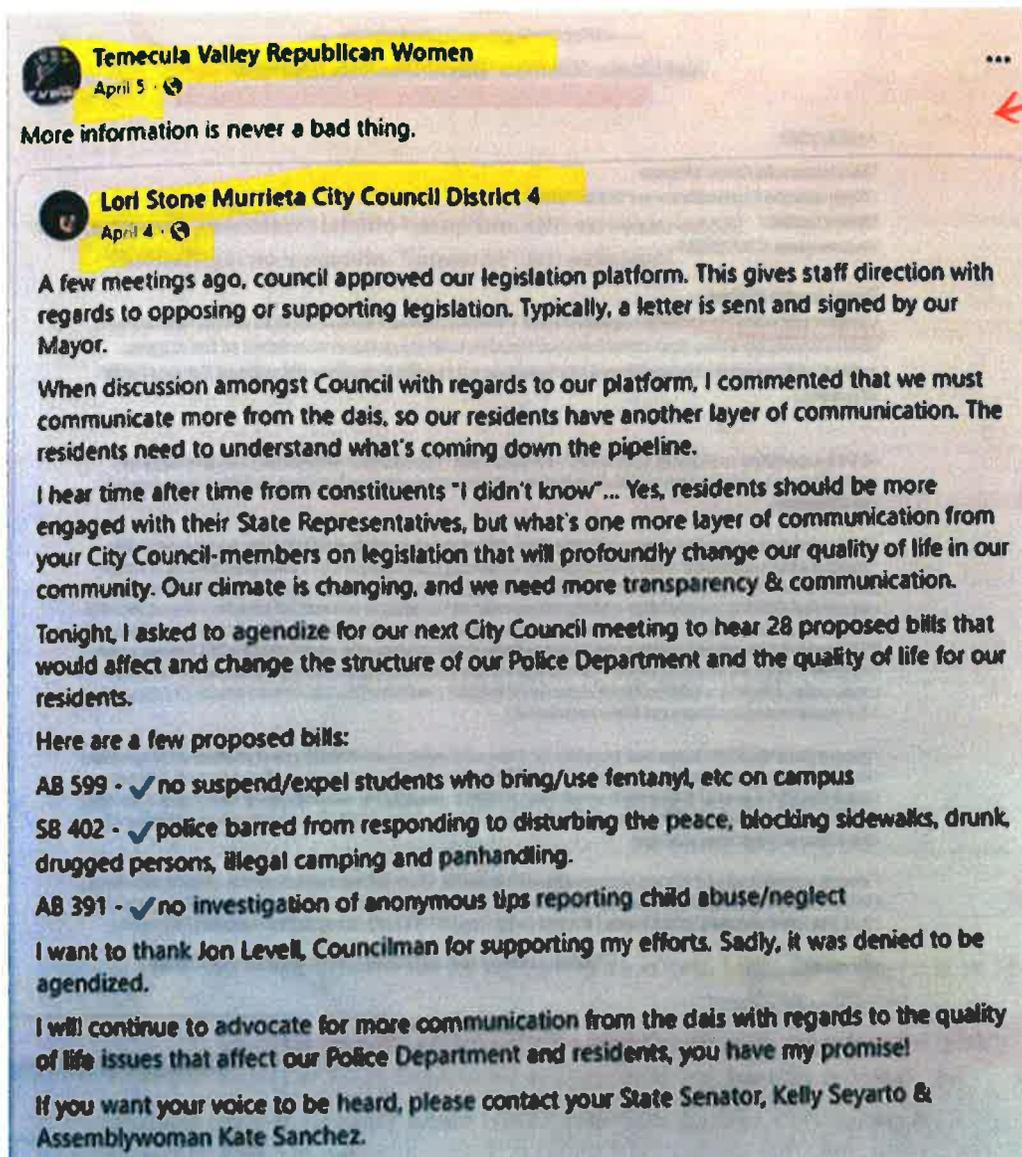
Stone uses her official City email address

lstone@murrietaca.gov

lstone@murrietaca.gov

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The Murrieta Code of Conduct includes this Pledge and Stone does not uphold it:
“Once Council approves a position, despite individual votes, all Council respects final decision.” Stone uses her Facebook Page and the quai-political action group to advocate her personal views.



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Of further concern is the fact that TVRW works with Stone on Stone's personal business activities, perhaps including Innovative Political Solutions, because Stone's clients for political office have been featured speakers, as has Stone, for various TVRW political events. Stone personally benefits financially from these types of activities, as these speaker forums are part of the service provided by her personal business, Innovative Political Solutions. These speaker forums for Stone's clients occurred during 2022 with TVRW political events. These blurred lines add to the conflict of interest issues discussed herein. **The reciprocal, quid pro quo relationship between Stone, her personal clients, and TVRW, inappropriately and ultimately benefits Stone's personal finances.**

Temecula Valley Republican Women
May 2 - 6

Come out and support Murrieta City Councilwoman Lori Stone in her run for reelection

You Are Cordially Invited
To A Fundraiser In Support Of
LORI STONE
MURRIETA CITY COUNCIL ★ DISTRICT 4

Thursday, May 18th
5:30pm-7:00pm

WEST COAST | KARMA
BY BRC CURRAN
26900 Jefferson Avenue
Murrieta, CA 92562

\$1000 Gold Sponsor
\$500 Bronze Sponsor
\$250 Pay Person

PLEASE MAIL CHECKS PAYABLE TO: LORI STONE FOR MURRIETA CITY COUNCIL 2024
MAIL TO
Lori Stone C/O Vona Copp
9221 Silverbell Lane
St. Johns, CA 95624

FOR CREDIT CARD DONATIONS, PLEASE VISIT
<https://www.murrietacityconnections.com/LoriStone>

Thank you for your support!

This is just a representative sample of one of many such examples of the issues outlined in this complaint.

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EVIDENCE ITEM #8:

- Stone performs off-duty activities as a private citizen and conducts these activities under the guise of her official office as a Murrieta City Council Member/Mayor Pro Tempore.
- Stone refers to her official title and/or position when conducting personal activities and for her own financial gain.
- Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses her personal activities.
 - **Stone uses her official City title on her promotional and sponsor solicitation materials. Stone's personal, for-profit business endeavor has nothing to do with the City of Murrieta or the Murrieta City Council.**
- Stone uses her position and title in a manner that could reasonably be construed to imply that special "favours" have been induced by Stone in order that her personal interests receive benefits, financial or otherwise, to herself, her affiliates, or to her personal clients.
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- Stone regularly and routinely uses her Facebook page, "Lori Stone Murrieta City Council District 4" as a social media platform to engage with Murrieta constituents. This same Facebook page is also used by Stone to promote her reelection campaign, her personal political clients, and for personal financial gain. This creates a conflict of interest.

Stone violates the aforementioned protocols with her personal, for-profit business venture, which is titled "A Day In Her Shoes" and/or "A Walk In Her Shoes." **Stone declares that a portion of net proceeds will be provided to a local area nonprofit. Nevertheless, this small aspect of Stone's wrongful actions and activities does not alter the critical nature of the complaints outlined throughout this document.**

By way of background information and reference for this particular example of Stone's wrongdoings, three of the current Murrieta City Council Members, as individuals and by their own admissions, own one or more businesses. These three Council Members have not used their Murrieta City Council Governing Body Announcements or Facebook pages to promote their private business enterprises; businesses where the Council Members achieve financial gains.

If Council Members DeForest, Warren, or Levell included items on their Governing Body Announcements or on Facebook pages to increase sales revenues for their own personal, for-profit business ventures, we believe that immediate corrective actions would be taken by their Murrieta City Council colleagues to stop them from using City time and resources for personal gain.

However, during the past seven months, Stone uses her Murrieta City Council Governing Body Announcements during City Council meetings to promote her personal, for-profit business venture, which is titled "A Day In Her Shoes" and/or "A Walk In Her Shoes."

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Governing Body Announcements
March 7, 2023
Lori Stone, Mayor Pro Tem

EMAIL: LStone@MurrietaCA.gov

Attended Walk In Her Shoes meeting.



Governing Body Announcements
August 1, 2023
Lori Stone, Mayor Pro Tem

EMAIL: LStone@MurrietaCA.gov

06/21/23 Attended A Day In Her Shoes meeting.



Governing Body Announcements
October 17, 2023
Lori Stone, Mayor Pro Tem

EMAIL: LStone@MurrietaCA.g

Attended A Day In Her Shoes meeting.

The California Secretary of State does not show a business entity for Lori Stone, A Day In Her Shoes, or A Walk In Her Shoes.

The City of Murrieta indicates that there are no business licenses shown for Lori Stone (as an individual doing business in the City), A Day In Her Shoes, or A Walk In Her Shoes.

Therefore, since Stone lists her contact information through her own personal, for-profit business entity, Innovative Political Solutions – an entity that the California Franchise Tax Board and the California Secretary of State have demanded to cease operations – it is reasonable to presume that Stone has, and continues, to operate A Day In Her Shoes or A Walk In Her Shoes in a wrongful manner.

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<p>Sponsorship opportunities are still available. Contact Lori Stone at lori@InnovativePoliticalSolutions.com or call (951) 265-0981.</p>	<p>Gold Sponsors</p> <ul style="list-style-type: none"> • Watermark Associates • Murrieta Hot Springs Resort <p>Iridium Sponsors</p> <ul style="list-style-type: none"> • Loma Linda Hospital • Kaiser Permanente • Diversified Pacific • Crowd Theory • Transtech 	<p>Bronze Sponsors</p> <ul style="list-style-type: none"> • CR&R Environmental Services • Maryann Edwards • State Farm – Julie Ngo • Athens Services • United University of Nursing • Ivory Lace Candles • LaPointe Wealth Management • Riverside County Economic Development • First Integrity Title • Escrow Leaders <p>Friend Sponsors</p> <ul style="list-style-type: none"> • SoCal Gas
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- A. Stone uses her position and title in a manner that could reasonably be construed to imply that the City of Murrieta and/or the Murrieta City Council sanctions and/or endorses her personal activities.
- a. **Stone uses her official City title in her promotional advertising, as well as her sponsor solicitation materials. Stone's personal, for-profit business endeavor has nothing to do with the City of Murrieta or the Murrieta City Council.**
- B. Stone uses her position and title in a manner that could reasonably be construed to imply that special "favors" have been induced by Stone in order that her personal interests receive benefits, financial or otherwise, to herself, her affiliates, or to her personal clients.
- C. Stone regularly and routinely uses her official City title for personal and political purposes other than City identification. Stone uses her official title outside those required by her City activities and where she is not representing the City. This willful misuse of title occurs in situations where she may gain financially, may acquire personal benefits, or assists her personal clients and associates.



adayinhershoesca.com
<https://adayinhershoesca.com>

A Day in Her Shoes – Event

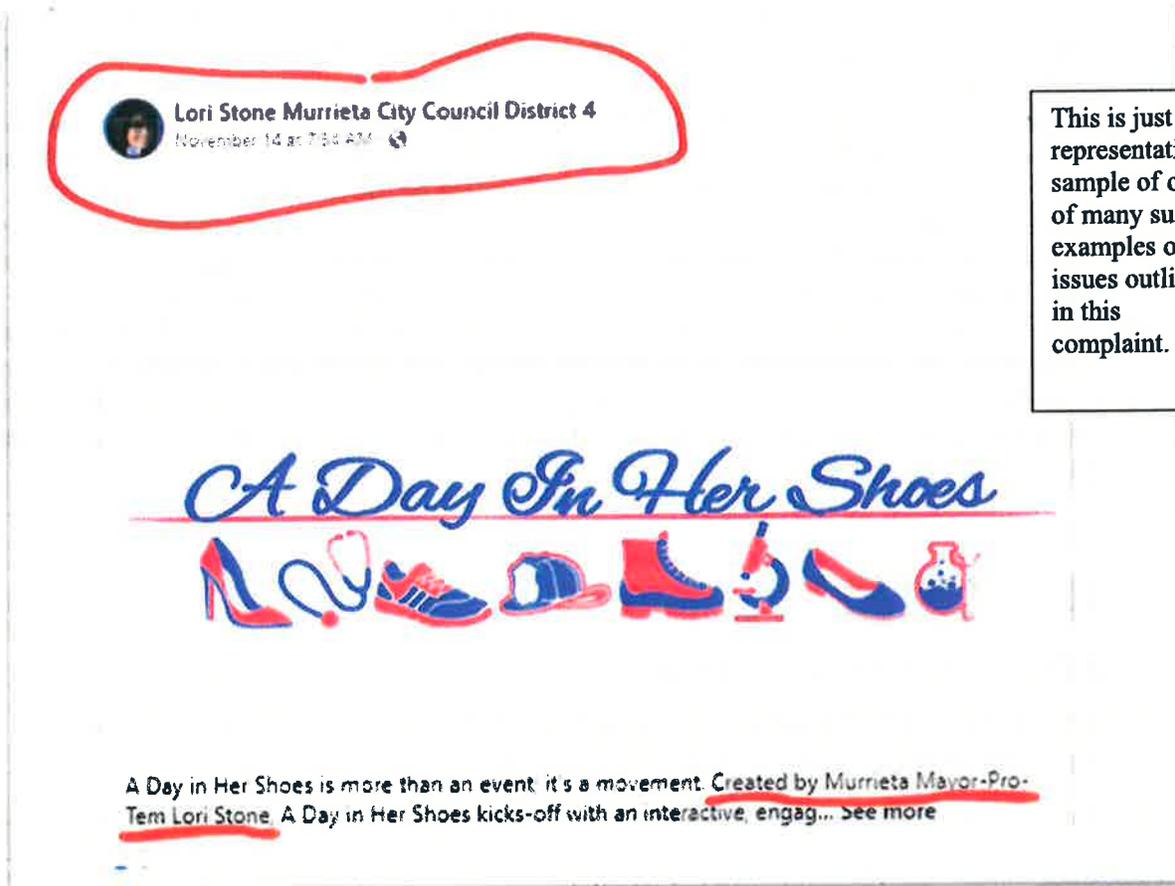
Created by Murrieta Mayor-Pro-Tem Lori Stone, A Day in Her Shoes kicks-off with an interactive, engaging, regional, inspirational experience. Held on March 8th, ...

WEBSITE:

adayinhershoesca.com

A Day in Her Shoes is more than an event; it's a movement. Created by Murrieta Mayor-Pro-Tem Lori Stone, A Day in Her Shoes kicks-off with an interactive,

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This is just a representative sample of one of many such examples of the issues outlined in this complaint.

Murrieta City Council we urge you to consider this critically important fact about Stone's use of her elected position and title for personal and financial gain.

Succinctly put, Stone had the option to promote her personal event project using other title options.

Rather than incorrectly using the "Murrieta Mayor-Pro-Tem/Murrieta Pro Tempore" title in her personal promotional advertising materials, she could have used "Businesswoman," "Entrepreneur," "Political Consultant," "Political Vendor," etc.

Further, by choosing to include "Murrieta" in Stone's personal promotional advertising materials, Stone willfully implies that the City sanctions, is involved with, and/or endorses Stone's event.

Therefore, it should be clearly evident that Stone's willful misuse of her elected position and title is an egregious ethical error that must immediately be corrected.

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We have significant concerns about Stone's use of her status on the Murrieta City Council with regards to the sponsors Stone has acquired, or worse, leveraged for her personal, for-profit business venture.

A question that begs to be answered is how will these sponsorships best be unraveled? We would like to specifically know what Council's decisions will be in this regard.

12 www.TheValleyBusinessJournal.com THE VALLEY BUSINESS JOURNAL October 2023

MARCH 8, 2024
A Day in Her Shoes

Gold Sponsors

- Watermark Associates
- Murrieta Hot Springs Resort

Platinum Sponsors

- Loma Linda Hospital
- Kaiser Permanente
- Diversified Pacific
- Crowd Theory
- Transitech

Bronze Sponsors

- CRAR Environmental Services
- Maryann Edwards
- State Farm - Julie Ngo
- Athens Services
- United University of Nursing
- Ivory Lane Candles
- LaPointe Wealth Management
- Riverside County Economic Development
- Fleet Integrity Title
- Escrow Leaders

Friend Sponsors

- SoCal Gas

Join the following sponsors in supporting and participating in this innovative and immersive experience. Sponsorship opportunities are still available. Contact Lori Stone at lori@innovativepoliticalsolutions.com or call (951) 265-0991

COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
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Here is a brief outline of a few of our concerns with regards to Stone’s wrongful actions and the sponsors she has solicited, at this time. This list does not identify all of the conflict of interest items under scrutiny.

SPONSOR for EXAMPLES https://adayinhershoesca.com	CONCERNS:
Murrieta Hot Spring Resort @ \$10,000	<ul style="list-style-type: none"> • Stone’s connection to Murrieta Hot Springs Resort is 100% based on her position on the Murrieta City Council. • What “in-kind” or other services are being provided to Stone’s personal, for-profit business venture? • Heavy speculation might occur about City favors that will be, or are being, traded in exchange for permits, certificates of occupancy, or other “discretionary influence,” etc. for this \$10,000 sponsorship.
Transtech @ \$2,500	<ul style="list-style-type: none"> • Stone’s connection to Transtech appears to be based on her position on the Murrieta City Council, whereby Stone attends the League of California Cities, aka Cal Cities, events and met individuals such as Melissa Demirci. • Transtech is out of the City of Chino and they provide municipal engineering services to public agencies.
Diversified Pacific @ \$2,500	<ul style="list-style-type: none"> • Diversified Pacific is a residential home builder/developer. • Diversified Pacific has two projects in the City of Murrieta, including a Development Plan/Tract Map application currently under review! • Reasonable speculation might occur about City favors that will be, or are being, traded in exchange for this \$2,500 sponsorship.
Website: diversifiedpacific.com/portfolio/upcoming/	
Website: 	Website: 
CR&R @ \$1,000	<ul style="list-style-type: none"> • CR&R hopes to be awarded the next contract for waste hauling from the City of Murrieta.
Athens Services @ \$1,000	<ul style="list-style-type: none"> • Athens Services hopes to be awarded the next contract for waste hauling from the City of Murrieta.
United University of Nursing @ \$1,000	<ul style="list-style-type: none"> • Stone’s connection to United University of Nursing is 100% based on her position on the Murrieta City Council. • United University of Nursing worked very closely with the City’s Economic Development Department.

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FURTHER COMPLAINTS AGAINST STONE:

As addressed in the introductory section of this complaint, since assuming office, Stone repeatedly fails to adhere to the overarching principles framed in the Murrieta Code of Conduct (hereinafter “Code”), which calls for Murrieta’s City Council Members to perform their duties at the “*highest standards of behavior*” and to “*promote and maintain an environment which fosters the public’s trust and confidence in the city.*”

Stone fails to adhere to the foundational principles in the Code that mandate the ethical behaviors for each Murrieta City Council Member, but Stone also fails to comply with more than ten (10) specific elements, as set forth in the Murrieta Code of Conduct:

1. Fails to agree that compliance with all local, state and federal laws and regulations is an inherent quality of ethical behavior. Such laws govern... conflict of interest and criminal misconduct in office.
2. Fails to be honest with fellow officials, the public and others.
3. Fails to take responsibility for “her” actions, even when it is uncomfortable to do so.
4. Fails to disclose suspected instances of corruption to the appropriate authorities.
5. Fails to provide accurate information.
6. Fails to hold “herself” to high standards and fails to be accountable to the public, stakeholders, and other institutions.
7. Fails to be an agent of the democratic process, thus receiving input... accepting the result of the body’s decisions and to engage in continuous improvement.
8. Fails from using “her” office or the resources of the city for personal or political gain.
9. Fails to be a prudent steward of public resources, including others’ time.
10. Fails to support the public’s right to know.

PRECEDENTS AND HISTORY

- **2006** – Murrieta Council Member Jack Van Haaster was formally admonished by Murrieta City Council for violating Council rules and policies by voting on a shopping center development that employed his son as a subcontractor.
- **2006** – Murrieta Council Member and Mayor Kelly Seyarto was formally sanctioned by the Murrieta City Council for violating Council rules and ethics policies by engaging in a confrontation with two City residents. The Council voted 3-1 to sanction him for his actions where he told a resident to “go home and clean (her) house” and told another resident to get his “ass out of the building.”
- **2013** – The Murrieta City Council adopts a Code of Conduct establishing standards and behavior expected of City Council Members.
- **2015** – The Murrieta City Council voted unanimously to remove Harry Ramos as mayor after a report provided details regarding code of ethics violations.

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CONCLUSION AND DEMAND

The basic ethical values that govern your decisions regarding Stone wrongful actions are not complex. The Murrieta City Council's Code of Conduct was designed to incorporate numerous application examples (rather than being a one page document) that offer illustration points in order to assist with interpretation and evaluation of what is right and what is wrong. We urge you to take immediate action in this matter because you desire to set things right and it is your responsibility to act as a fiduciary on behalf of those in Murrieta.

You, the Murrieta City Council, profess your dedication to transparency and accountability. As Murrieta City Council members, how would you answer to the public if you ignored or dismissed Stone's wrongful actions? How would each of you individually answer to your own ethical compass if you choose to overlook Stone's ethical violations?

In the future, would you be able to look the citizens of Murrieta in the eye and profess your belief in the Code of Conduct, state that you uphold your Oath of Office, as well as affirm that transparency and accountability actively applies to you and each Council member?

Please ask yourselves:

- Will you choose to honor your pledges to uphold a standard of integrity and competence beyond that required by the law?
- Will you choose to perform your duties at the highest standards of behavior and require the same from your Council colleagues?
- Will you choose to promote and maintain an environment which fosters the public's trust and confidence in the city?
- Will you choose to do what is ethical, even when the situation might be uncomfortable?

Considering the complaints outlined herein, we request that, during the next few months, the Murrieta City Council develops new ethics policies so these wrongful actions and activities aren't likely to occur in the future. We specifically request that a new policy be put in place whereby an affidavit would be signed by future Murrieta City Council candidates when they "pull their papers" with the Murrieta City Clerk. The signed affidavit would state that the candidate declares that he/she/they are current, in good standing, and in full compliance with the California Franchise Tax Board, the California Secretary of State, and the Internal Revenue Service mandates and laws.

We strongly wish to avoid taking further action, including, but not limited to, legal recourse. We reserve all legal rights and remedies with respect to this matter. Nothing stated, or not stated, herein shall waive or be construed as a waiver of any such legal rights.

We hereby place you, the Murrieta City Council, on notice to take immediate action regarding Stone's unethical actions, as described herein. We request your written response within fifteen (15) days. In the event that you, the Murrieta City Council, fail to address our concerns, as outlined herein, further actions, up to and including any and all legal remedies, will be vigorously pursued.

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In light of the aforementioned facts, evidence, and pleadings, we pray and trust that the Murrieta City Council will take immediate action and not “look the other way.”

Yours respectfully,
Concerned Murrieta Citizens

Received After Agenda Printed
12/19/23 - Regular Meeting
Public Comment - Handout

Received After Agenda Printed
City Council Meeting _____
Item No. _____
Info. _____

**SUPPLEMENT TO THE
COMPLAINT, DEMAND FOR ACTION BY CITY OF MURRIETA CITY COUNCIL, AND
NOTICE OF POTENTIAL LITIGATION
REGARDING CITY OF MURRIETA CITY COUNCIL MEMBER LORI STONE**

DECEMBER 18, 2023

SUBMITTED BY :

TIFFANY & NALABOFF INVESTIGATIONS*
POST OFFICE BOX 727
MURRIETA, CALIFORNIA 92564
(951) 461-9256
EMAIL: MNALABOFF@TANDNPI.COM

ON BEHALF OF:

CONCERNED MURRIETA CITIZENS

*Tiffany & Nalaboff Investigations handled the email transmission of this document and has not provided any investigation services related to this matter. Tiffany & Nalaboff Investigations did not participate in any way with the material expressed herein.

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TO: Tiffany Israel, City Attorney, City of Murrieta, email: tisrael@awattorneys.com
TO: Crystal McDonald, City Clerk, City of Murrieta, email: CMcDonald@MurrietaCA.gov

CC: Lisa DeForest, Mayor, City of Murrieta, email: ldeforest@MurrietaCA.gov
CC: Lori Stone, Mayor Pro Tempore, City of Murrieta, email: lstone@MurrietaCA.gov
CC: Cindy Warren, City Council Member, City of Murrieta, email: cwarren@MurrietaCA.gov
CC: Ron Holliday, City Council Member, City of Murrieta, email: rholliday@MurrietaCA.gov
CC: Jon Levell, City Council Member, City of Murrieta, email: jlevell@MurrietaCA.gov

SENT VIA: Email Transmission

This is a follow-up communication to our Complaint and Demand (“Complaint”), sent to you on December 4, 2023, regarding our request that immediate action be taken regarding Mayor Pro Tempore Lori Stone’s (“Stone”) **actions and activities that violate the Murrieta City Council Code of Conduct; a document that each of you swore to uphold. Each of the concerns outlined in our Complaint center around Stone’s ethics and her wrongful activities related to Council’s pledges and goals, as described in the Murrieta City Council Code of Conduct.**

On December 13, 2023, we received a communication from Stone, as attached on Exhibit “A.” Based on Stone’s remarks, we have conducted significant additional due diligence. Herein, new support documentation and evidence is provided for your consideration and action.

Our fact-based findings are in stark contrast to Stone’s undocumented assertions. Respectfully, we were unable to ascertain or find the logical path for the entity’s correct legal name, based on what was stated. And, the various calendar dates provided don’t seem to provide a valid chronological context (first set of dates) with the information provided about a possible trademark infringement (second set of dates). From what was stated in Stone’s communication, it appears that her company was already suspended by both the FTB and the SOS prior to a possible trademark infringement.

Additionally, please keep in mind that there are active requests currently being prepared for documents under the Public Records Act. These records may provide additional evidence regarding new and existing issues regarding Stone’s wrongful actions and activities.

Furthermore, we bring to your attention new evidentiary documentation that clearly and convincingly proves Stone’s use of public resources for personal gain.

We encourage each member of the Murrieta City Council to act as stewards and fiduciaries on behalf of the people of Murrieta.

The optics of these ethical issues and conflicts have serious ramifications of which you have authority and control over.

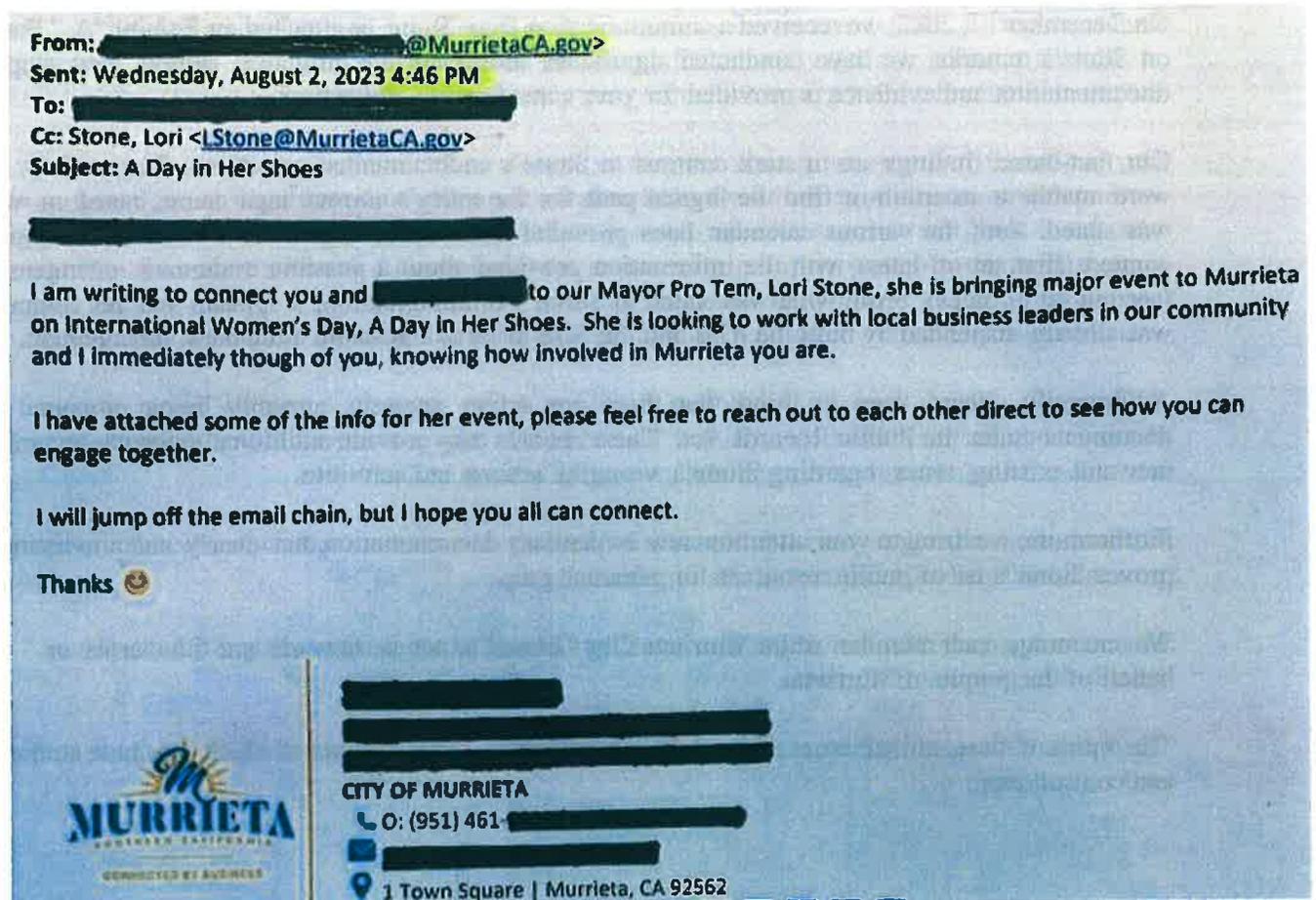
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When evaluating the fact that Stone has wrongfully used her official position and title to obtain highly questionable event sponsorships from businesses/stakeholders with active applications under review by city staff for her for-profit personal business venture, which results in Stone's personal financial gain, you, the Murrieta City Council, are the primary enforcer for ethical violations and corrective actions against another Council colleague.

STONE'S USE OF PUBLIC RESOURCES FOR PERSONAL GAIN

While we wait for the production results regarding our public records request, we bring to your attention new evidentiary documentation that clearly and convincingly proves Stone's use of public resources for personal gain.

At Stone's intentional and wrongful direction, during standard business hours, Stone effectively used City of Murrieta staff, staff's time, and computer software and hardware, which are public resources, by instructing that contact be made with Stone's own political campaign contributors in order to solicit sponsorships for her personal, for-profit business venture and her own financial, and other, gain. How many sponsorship solicitation emails have been sent out by City employees, at Stone's direction, during the last year?



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STONE'S DECEMBER 13, 2023, REMARKS

A transcript of Stone's December 13, 2023, communication may be found on the attached Exhibit "A" herein. We have parsed out some of the salient components of Stone's communication and provide our comments as follows:

	STONE:	OUR COMMENTS:
1.	<p><i>"The Complaint focuses on Innovative Political Solutions, the corporation held under my name."</i></p>	<p>In truth, the focus of the Complaint is not on Innovative Political Solutions. Please refer to the section titled "Allegations" in this document, whereby we provide you with an evaluation list of twenty-five specific ethical issues of concern. Only five of the issues directly relate to Innovative Political Solutions. Again, the focus of the Complaint is not on Innovative Political Solutions. The focus is about what Stone has, and has not, done in conducting herself, ethically and otherwise, while Stone holds an elected office.</p> <p>Setting those five issues aside, Stone's personal, for-profit business enterprise titled "A Day In Her Shoes," which has no involvement with Innovative Political Solutions or the City of Murrieta, is under scrutiny due to other serious conflict of interest problems directly related to the misuse of Stone's various financial sponsorship transactions with, for example, Murrieta Hot Springs Resort (a \$10,000 sponsorship) or Diversified Pacific, a Developer, (a \$2,500 sponsorship) who has two projects currently before various departments within the City of Murrieta, and numerous others, named and un-named in our Complaint and Demand. <u>These sponsorships involve Stone's financial gain and they must immediately be unraveled and their names removed from all promotional advertising.</u></p>
2.	<p>Misuse of Stone's official position and title</p>	<p>We appreciate Stone's several admissions of wrongdoings involving the misuse of her official position and title. Moving forward, the few course corrections offered are also appreciated. Nevertheless, these steps do not address Stone's wrongdoings during the last several years. These proposed offers do not resolve a great majority of the allegations as illustrated in the Complaint or as offered later in this Supplemental document.</p> <p><u>Serious ethical wrongdoings have already occurred.</u></p> <p>Consequences, as outlined in the Complaint, must be considered and applied by the Murrieta City Council. Again, for example, Stone's sponsorships with her personal, for-profit business enterprise (see item above) and financial gain must immediately be unraveled.</p> <p>We are at a loss to understand why Stone failed to address her numerous wrongful activities, which have already taken place and provide her with personal financial gain, in her December 13, 2023, communication.</p> <p>This is an illustrative example of Stone's failures to act with good judgement, failures to act in good faith, and Stone's failure to take full responsibility for her actions.</p> <p>Please consider that Stone would have continued with these "conflict of interest" sponsorships and it is only due to the Complaint that Stone is now offering to make a few minor modifications to her future actions and activities.</p>

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	STONE:	OUR COMMENTS:
3.	<p><i>“With regard to my company, ‘Innovative Political Solutions DBA,’ the company has been in good standing since 2012... All of my work since 2012 has been through the DBA.”</i></p>	<p>According to public records and the information provided herein, and whether correctly or wrongfully operating, there have been four different aliases utilized by Stone:</p> <ol style="list-style-type: none"> 1. Innovative Political Solutions 2. Innovative Political Solutions DBA Lori Stone 3. Lori Stone/ DBA Innovative Political Solutions 4. Lori Stone <p>We remain at a loss to understand which entity Stone is actually referring to in her December 13, 2023, communication, as three of the four aliases used by Stone include the words “Innovative Political Solutions” [refer to the FPPC Forms 460 and elsewhere in the Complaint and this document for illustrative examples].</p> <p>Further, one must wonder why one single business entity name has never been used consistently by Stone throughout the years. There are also concerns about a business entity that Does Business Under [DBA] under the name of an individual, as that is far from the typical use of the DBA designation.</p> <p>The Secretary of State’s database does not show any entities listed above. Additional related comments follow elsewhere in this document.</p> <p>We have documents that demonstrate Stone failed to operate under a “DBA” status as “Lori Stone.”</p> <p>Why would Stone apply for a business license with the City of Murrieta, effective 1/3/2023, under the name “Innovative Political Solutions,” rather than the DBA she seems to offer as her current DBA of “Lori Stone” or “Innovative Political Solutions DBA Lori Stone?”</p> <p>Why are Stone’s Fair Political Practices Commission (“FPPC”) Statement of Economic Interests Form 700 only declared under “Innovative Political Solutions” during the last recent years? Where are the additional income disclosures for the other aliases under which Stone received money?</p> <p>Why are Stone’s Fictitious Business Name (“FBN”) Statements filed under “Innovative Political Solutions” since 10/17/2014?</p> <p>Why does Stone use only “Innovative Political Solutions” on her City of Murrieta website biography? If she is operating under “Lori Stone,” she would simply disclose that she owns a political campaign consulting company that does business under her name.</p> <p>Why does Stone use only “Innovative Political Solutions” on her LinkedIn and Facebook social media pages?</p> <p>The Secretary of State’s registry database does not show the following entities for any time period:</p> <ol style="list-style-type: none"> 1. Innovative Political Solutions DBA Lori Stone 2. Lori Stone/ DBA Innovative Political Solutions 3. Lori Stone <p>Therefore, the concerns outlined in this Supplement and in the Complaint and Demand are not resolved and remain highly questionable ethical issues.</p> <p>Please consider the other informational items presented in this Supplement and the Complaint and Demand.</p> <p>See Exhibit “D” for additional FPPC Form 460 Documentation.</p>

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CONFLICTS OF INTEREST REGARDING STONE’S FOR-PROFIT, PERSONAL BUSINESS VENTURE SPONSORSHIPS AND MURRIETA CITY COUNCIL MEMBER, JON LEVELL

Stone’s for-profit, personal business venture sponsorships include “Loma Linda Hospital.” Loma Linda Hospital is actually Loma Linda University Medical Center – Murrieta, which is Murrieta City Council Member Jon Levell’s employer. We allege that this sponsorship is, or may appear to be, a conflict of interest, not only between Stone and Council Member Levell, but represents another misuse of Stone’s use of her official position and title for Stone’s financial gain.

The repeated pattern of behavior of demonstrated by Stone’s sponsor solicitations for her own financial gain is unethical. These conflict of interest sponsorships must be undone and Council must take immediate action to sanction Stone’s wrongful ethical violations.

DEMAND THAT MURRIETA CITY COUNCIL MEMBER, JON LEVELL, RECUSE HIMSELF FROM ALL DELIBERATIONS AND VOTES CONCERNING STONE’S ETHICAL VIOLATIONS

Murrieta City Council Member Jon Levell has a conflict of interest, or perceived conflict of interest, based on the aforementioned information contained herein and details provided in our Complaint, dated 12/14/2023. We assert that Council Member Levell has disqualifying financial interests:

1. Murrieta Council Member Levell’s employer, “Loma Linda Hospital,” aka Loma Linda University Medical Center – Murrieta, and/or Murrieta Council Member John Levell, may have a quid pro quo conflict of interest, or the appearance of, regarding the \$2,500 sponsorship deal.
2. Murrieta Council Member Levell hired Stone as his paid political campaign fundraiser.
3. Murrieta Council Member Levell may have recently paid political campaign committee expenditures to Stone’s business, which may be legal, but may be evaluated as unethical under certain standards and Murrieta’s Code of Conduct.

Accordingly, we demand that that Murrieta City Council Member, Jon Levell, recuse himself from all deliberations and votes concerning Stone’s ethical violations.

FICTITIOUS BUSINESS NAME STATEMENTS (NEW SUPPORT DOCUMENTATION)

The website for the County of Riverside Assessor-County Clerk-Recorder indicates that a Fictitious Business Name Statement must be filed by “Every individual, partnership, and other associations and corporations who regularly transact business for profit in this state.”

The County of Riverside Assessor-County Clerk-Recorder indicates the law requires that Fictitious Business Name Statements be filed within forty (40) days from commencement of business operations.

According to public records and the information provided herein, and whether correctly or wrongfully operating, there have been four different aliases utilized by Stone:

1. Innovative Political Solutions
2. Innovative Political Solutions DBA Lori Stone
3. Lori Stone/ DBA Innovative Political Solutions
4. Lori Stone

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Fictitious Business Name research has been conducted with regards to these four entities with the County of Riverside Assessor-County Clerk-Recorder's online database. In addition, searches were performed with the owner names for both Lori Stone and Laurene Stone. Records were searched for the ten (10) year period of January 1, 2013, through December 6, 2023.

Although public records indicate that Stone uses these four different aliases, the County of Riverside Assessor-County Clerk-Recorder's online database **only** has Fictitious Business Name Statements for Innovative Political Solutions. As a sidebar, corporate formation documents such as articles of incorporation have been filed under Innovative Political Solutions with the California Secretary of State and **no other** entities appear to have been officially created in California.

The attached Exhibit "B" provides new support documentation substantiating that the County of Riverside Assessor-County Clerk-Recorder **does not** have a Fictitious Business Name Statement for Innovative Political Solutions DBA Lori Stone.

The County of Riverside Assessor-County Clerk-Recorder **does not** have Fictitious Business Name Statements for the other two aliases that Stone does business under: Lori Stone/ DBA Innovative Political Solutions or Lori Stone.

Therefore, at the very least, significant concerns exist about Stone's ability to legitimately conduct business under **any and all** of the aliases shown above, especially when the FTB and SOS clearly show a suspended status (and a cease doing business order) for Innovative Political Solutions, as previously documented herein and in the Complaint dated 12/4/2023.

The concern about circumventing Stone's suspended status by using various aliases is compelling, as Stone is providing essentially the exact same service activities under all of these names.

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Showing page 1 of 1 for 4 Total Results

Fictitious Business Name Search - Web Business Name contains
 Innovative Political Solutions* and Filing Date is between Jan 1, 2013
 and Dec 6, 2023

	Filing Date	Business Name	Registrant Name	Expiration Date (2)
R-202108533 • CLERK FBN RIVERSIDE Visited	<u>06/23/2021 10:45 AM</u>	<u>INNOVATIVE POLITICAL SOLUTIONS</u>	<u>STONE LAURENE --</u>	<u>06/23/2021</u> 06/24/2026
R-201508910 • CLERK FBN PUBLICATION Visited	09/25/2015 11:47 AM	INNOVATIVE POLITICAL SOLUTIONS	STONE LAURENE --	Expiration Date
R-201508910 • CLERK FBN RIVERSIDE Visited	<u>08/17/2015 01:57 PM</u>	<u>INNOVATIVE POLITICAL SOLUTIONS</u>	<u>STONE LAURENE --</u>	<u>08/17/2015</u> 08/18/2020
R-201410013 • CLERK FBN RIVERSIDE Visited	<u>10/17/2014 12:00 AM</u>	<u>INNOVATIVE POLITICAL SOLUTIONS</u>	<u>INNOVATIVE POLITICAL SOLUTION</u>	10/17/2014 10/17/2019

**WHY HAS STONE REGISTERED THE BUSINESS NAME OF
 "INNOVATIVE POLITICAL SOLUTIONS" RATHER THAN "LORI STONE" OR ANY OF THE NUMEROUS OTHER ALIASES
 SINCE OCTOBER 2014?**

**IN STONE'S DECEMBER 13, 2023, DECLARATIVE REMARKS, STONE STATES THAT "ALL OF MY WORK SINCE 2012 HAS
 BEEN THROUGH THE 'DBA.'" HOWEVER, THERE IS CLEAR AND CONVINCING PROOF TO THE CONTRARY AS THE EVIDENCE PRODUCED TO DATE
 DEMONSTRATES.**

**NOTE THE FAILURE TO FILE HER FBN STATEMENT AS THERE IS A GAP BETWEEN 2015 AND 2021. STONE LIVED IN
 CALIFORNIA DURING 2019.**

**ALSO, THE DATES SHOWN ABOVE ARE ABSOLUTELY CONTRARY TO THE RATIONALE AND DATES STONE PROVIDES IN
 HER DECEMBER 13, 2023, COMMUNICATION ABOUT SOMEONE AND A POSSIBLE NAME "TAKEOVER."**

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	City of Murrieta Business License	Secretary of State	County of Riverside Accessor-Clerk- Recorder
VARIOUS ALIASES UTILIZED DURING THE YEARS	DOCUMENTS FILED (PER DATABASE SEARCHES)		
	NO	YES	NO
Innovative Political Solutions, Inc.	NO	YES	NO
Innovative Political Solutions	YES*	NO*	YES*
Innovative Political Solutions DBA Lori Stone	NO	NO	NO
Lori Stone DBA Innovative Political Solutions	NO	NO	NO
Lori Stone	NO	NO	NO
Laurene Stone	NO	NO	NO

*Considering the various aliases used, why would payments, as recorded in public documents, such as the Fair Political Practices Commission (FPPC) Form 460s, for Stone's consulting services performed, not consistently be made out to Innovative Political Solutions, which appears to be the only authorized legal entity? Another questionable detail involves the fact that the Secretary of State shows no authorized entity for any of the numerous aliases under which Stone receives payments.

NEW SUPPORT DOCUMENTATION INCLUDING FPPC STATEMENT OF ECONOMIC INTERESTS FORM 700

By way of background, we provided substantial clear and convincing evidence in the Complaint which demonstrates that Stone currently operates her personal business entity, Innovative Political Solutions, despite the fact that the California Franchise Tax Board (“FTB”) and the California Secretary of State (“SOS”) have long-ago declared that Innovative Political Solutions, Inc. is in “suspended” status and must cease any and all business operations.

We also provided clear and convincing evidence that Stone appears to circumvent the FTB and SOS cease business operations requirement by providing essentially the exact same service activities as performed by the entity Innovative Political Solutions, Inc., under other various aliases such as “Innovative Political Solutions DBA Lori Stone” and “Lori Stone.”

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Not only does Stone willingly and wrongly continue her business operations, but she also accepts compensation under each of the aliases listed herein and in the Complaint. We also previously provided clear and convincing evidence, based on public records, regarding these particular financial transactions. Compensation has been paid to Innovative Political Solutions, which has been ordered to stop business operations by the FTB and the SOS. Additionally, compensation has been paid to Innovative Political Solutions DBA Lori Stone and Lori Stone. See additional documentation on page 22 of this document.

Furthermore:

- Stone does not have a business license under “Lori Stone” with the City of Murrieta.
- Stone does not have a business license under “Innovative Political Solutions DBA Lori Stone” with the City of Murrieta.
- During the last three years, under “income,” Stone only lists “Innovative Political Solutions” on her annual Fair Political Practices Commission (“FPPC”) Statement of Economic Interests Form 700. *(New Support Documentation)*
- During the last three years, under “income,” Stone does not list income received by “Lori Stone,” which would, in like kind fashion, be disclosed in the same manner that she declared income for “Innovative Political Solutions” on her annual FPPC Statement of Economic Interests Form 700. Yet, Stone has received compensation income for campaign management services under “Lori Stone.” Why isn’t this also disclosed on Stone’s FPPC Form 700? *(New Support Documentation)*

During the last three years, under “income,” Stone does not list income received by “Innovative Political Solutions DBA Lori Stone,” which would in like kind fashion, be disclosed in the same manner that she declared income for “Innovative Political Solutions” on her annual FPPC Statement of Economic Interests Form 700. Yet, Stone has received compensation income for campaign management services under Innovative Political Solutions DBA Lori Stone.” Why are Stone’s Fair Political Practices Commission (“FPPC”) Statement of Economic Interests Form 700 only declared under “Innovative Political Solutions” during the last recent years? Where are the additional income disclosures for the other aliases under which Stone received money, since they are for the exact same services? *(New Support Documentation)*

- For Stone’s 2021 and 2022 annual FPPC Form 700 filings, Stone lists a name of an entity that has not appeared elsewhere during our extensive research. That newly identified entity name is “Lori Stone/ DBA Innovative Political Solutions.” Essentially, this entity would be the same as “Innovative Political Solutions,” which has been ordered by the FTB and the SOS to cease business operations. *(New Support Documentation)*
- Furthermore, Stone does not have a business license under “Lori Stone/DBA Innovative Political Solutions,” with the City of Murrieta. *(New Support Documentation)*

SUPPLEMENT TO THE COMPLAINT, DEMAND FOR ACTION
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SCHEDULE C		CALIFORNIA FORM 700
Income, Loans, & Business Positions		FAIR POLITICAL PRACTICES COMMISSION
(Other than Gifts and Travel Payments)		Name <u>Stone, Laurene</u>
<p>▶ 1. INCOME RECEIVED</p> <p>NAME OF SOURCE OF INCOME <u>Lori Stone/DBA Innovative Political Solutions</u></p> <p>ADDRESS (Business Address Acceptable) <u>Murrieta, CA 92563</u></p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE <u>Campaign Management</u></p> <p>YOUR BUSINESS POSITION <u>owner</u></p>	<p>▶ 1. INCOME RECEIVED</p> <p>NAME OF SOURCE OF INCOME _____</p> <p>ADDRESS (Business Address Acceptable) _____</p> <p>BUSINESS ACTIVITY, IF ANY, OF SOURCE _____</p> <p>YOUR BUSINESS POSITION _____</p>	

WHY HAS STONE LISTED THE BUSINESS NAME OF "LORI STONE/ DBA INNOVATIVE POLITICAL SOLUTIONS" RATHER THAN "LORI STONE," "INNOVATIVE POLITICAL SOLUTIONS DBA LORI STONE," OR ANY OF THE NUMEROUS OTHER ALIASES USED BY STONE?

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ALLEGATIONS

**SUMMARY OVERVIEW FROM THE COMPLAINT AND DEMAND AND THE
SUPPLEMENT TO THE COMPLAINT AND DEMAND– LORI STONE (“Stone”)**

1. Failures to uphold the Murrieta City Council goals of integrity, honesty, accountability, responsibility, respect, and fairness
2. Failures that cause the appearance of, and potential appearance of, conflicts of interest
3. Actual conflicts of interest
4. Actions that fail to be performed in a good faith manner
5. Stone’s misuse of her official position and title for personal and financial gain (a few representative examples follow below)
 - a. Stone’s relationship with Temecula Valley Republican Women’s quasi-political action committee (see the Complaint and Demand for evidence)
 - b. Stone uses “Murrieta” alongside her position on the Murrieta City Council and title that gives the impression that the City of Murrieta is involved with, sanctions, and/or endorses various activities, actions, and personal events conducted by Stone outside of her official office for personal and financial gain
 - c. **Stone’s event sponsors for Stone’s personal, for-profit event (see the Complaint and Demand for evidence)**
 - i. **Murrieta Hot Springs Resort @ a \$10,000 sponsorship**
 1. **This project is currently working with various departments with the City of Murrieta**
 - ii. **Developer, Diversified Pacific @ \$2,500 sponsorship**
 1. **Diversified Pacific has two projects in with the City of Murrieta at present, including a Development Plan and Tract map application**
 - iii. **Numerous other questionable sponsorships that exist or are pending, as previously mentioned herein in the Conflict of Interest section above. Refer to “Loma Linda Hospital,” aka Loma Linda University Medical Center – Murrieta and Council Member Jon Levell @ \$2,500**
6. Ethical violations of the Murrieta City Council Code of Conduct
7. Misuse of Stone’s official Facebook account (see the Complaint and Demand for evidence)
8. Significant blurred boundary lines, bypasses standard best practices, and crosses established (CalCities) ethical boundary lines in favor of personal and financial gain
9. Misuse of public resources for personal and financial gain
10. Various repetitive patterns of behavior involving willful and wrongful actions over a number of years, many involving Stone’s personal and financial gains
11. Inability to self-regulate in favor of transparency and accountability
12. Failures to uphold the Murrieta City Council pledge and commitment to uphold a standard of integrity and competence beyond that required by the law
13. Failures to adhere to the highest standards of behavior as outlined by the Murrieta City Council Code of Conduct
14. Fails to be a prudent steward of public resources, as required by the Murrieta City Council Code of Conduct

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15. Fails to maintain an environment which fosters the public's trust and confidence, as required by the Murrieta City Council Code of Conduct, with regards to Stone's actions outlined in the Complaint and herein
16. Fails to be honest with fellow officials, the public, and others
17. Even when uncomfortable to do so, fails to take responsibility for her actions, as required by the Murrieta City Council Code of Conduct
18. Fails to provide accurate information, in general, and even when requests have been made
19. Fails to support the "public's right to know"
20. There is a strong likelihood that Stone's wrongful actions and unethical behaviors will continue unless the Murrieta City Council takes immediate action
21. California Franchise Tax Board ("FTB")
 - a. Stone apparently fails to operate within established legal requirements
 - b. Stone apparently fails to cease all business operations, as the FTB requires
 - c. Stone apparently fails to uphold her official pledge in the Murrieta City Council Code of Conduct regarding **ethics** by complying with "all local, state, and federal laws and regulations as an inherent part of their ethical behavior."
22. California Secretary of State ("SOS")
 - a. Stone apparently fails to operate within established legal requirements
 - b. Stone apparently fails to cease all business operations, as the SOS requires
 - c. Stone apparently fails to uphold her official pledge in the Murrieta City Council Code of Conduct regarding **ethics** by complying with "all local, state, and federal laws and regulations as an inherent part of their ethical behavior."
23. City of Murrieta
 - a. Stone sought a license to do business for Innovative Political Solutions while that entity was in suspended status with the FTB and SOS and when the business was advised to cease any and all business operations
 - b. Stone does not have a license to do business under three other business aliases she utilizes to seemingly circumvent the cease any and all business operations order from the FTB and SOS
24. Possible fraudulent misrepresentation by continuing to enter into contracts despite being told to cease business operations by the FTB and SOS
25. Remuneration and compensation issues that appear to circumvent Stone's suspended operating status with the FTB and SOS

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CONCLUSION AND PLEADINGS

As stated in the Complaint and Demand dated December 4, 2023, the basic ethical values that govern your decisions regarding Stone's wrongful actions are not complex.

Under your watch, you must act as stewards and fiduciaries on behalf of the people of Murrieta.

The optics of these ethical issues and conflicts have serious ramifications of which you have authority and control over. **You, the Murrieta City Council, are the primary enforcer for corrective action against another Council colleague.**

In addition to the allegations made in the Complaint and Demand dated December 4, 2023, we plead with you, the Murrieta City Council, to take immediate corrective action to curb and correct Stone's unethical actions as is described in our documents with clear and compelling evidence.

We strongly wish to avoid taking further action, including, but not limited to, legal recourse. We reserve all legal rights and remedies with respect to this matter. Nothing stated, or not stated, herein shall waive or be construed as a waiver of any such legal rights.

We hereby place you, the Murrieta City Council, on notice to take immediate action regarding Stone's unethical actions, as described herein. In the event that you, the Murrieta City Council, fail to address our concerns, as outlined herein, further actions, up to and including any and all legal remedies, will be vigorously pursued.

In light of the aforementioned facts, evidence, and pleadings, we expect that the Murrieta City Council will take immediate action and not "look the other way."

We plead with you to carry out your duties and responsibilities with regards to Stone's ethical violations.

Yours respectfully,
Concerned Murrieta Citizens

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EXHIBIT "A"
TRANSCRIPT OF THE COMMUNICATION FROM LORI STONE
RECEIVED ON 12/13/2023

*"I have read your Complaint, Demand for Action by City of Murrieta City Council, and Notice of Potential Litigation Regarding City of Murrieta Lori Stone("Complaint) [sic]. The accusations in the Complaint are incomplete and false. I'm aware of perceptions and how things can be misinterpreted and would appreciate the opportunity to discuss the misconceptions contained in the Complaint. This is why I previously emailed you to request a sit down with your client. * I want the whole truth to be known.*

"With regard to my company, Innovative Political Solutions DBA, the company has been in good standing since 2012 and I will continue to operate it in good faith and in compliance with all applicable laws. All of my work since 2012 has been through the DBA.

"The Complaint focuses on Innovative Political Solutions, the corporation held under my name. The corporation was suspended and all rights and protections for the corporation as a legal entity ceased in approximately 2010 and the corporation was thereafter formally suspended by both the Secretary of State(01/10/2013) [sic] and the Franchise Tax Board (03/01/2013). That corporation has not been under my ownership/control for well over ten (10) years.

"On August 14, 2014 [sic] an unaffiliated third party filed Articles of Incorporation with the Secretary of State and took ownership of the name 'Innovative Political Solutions, Inc.' In so doing, that third party precluded me from reviving, operation, or claiming ownership of the corporation ever again. It appears this party also later (~2016) allowed their ownership of the corporation to lapse as well. As a result, this corporate name is again available for anyone to legally obtain.

"The Complaint also asserts that I have misused the title (Mayor Pro Tem or Council-member). [sic] I will always will [sic] be transparent and [sic] comply with the applicable laws. To avoid any confusion, my title "Mayor Pro Tem" will be removed from all marketing, print and social media for A Day In Her Shoes. Moreover, going forward, I will act solely as the Chairwoman and discontinue any fundraising to help the young adults aging out of the foster care system, an effort I know your client holds dear to her heart.

"Additionally, I will not use of [sic] my title in connection with future events that the City is not involved with. As far as my company, I've made some significant changes and I've eliminated the 'grassroots' component and I will only consult.

*"This also should mitigate any perceptions conflating my title as an elected official with my business or personal activities. "I'm hoping that all the changes will be satisfactory to your client. Again, I'll take her call or meet with her anytime."**

*These statements by Stone are deliberately misleading and paint a picture that is absolutely false. Stone has only previously responded once before this 12/13/2023 communication. In lieu of providing transparent dates and responsive answers to our inquiries dated 11/8/2023 about items Stone lists on her City Council Governing Body Announcements, Stone indicated that she was only willing to speak about her answers and she refused to provide the detailed written responsive information that was requested. For Stone to claim that once "again," she is ready to "call or meet" "anytime" is a false narrative. We still await Stone's written information about her official City business meetings with Developers, political groups, political individuals, etc., since Stone claims to be transparent and accountable. REFER TO EXHIBIT "C"

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EXHIBIT "B"

SOURCE: OFFICE OF THE RIVERSIDE ASSESSOR COUNTY CLERK RECORDER

Assessor-County Clerk-Recorder

Fields Business Name Search - Web

Business Names should be entered as they are spelled (i.e. Riverside Bank)

Registrant Names should be entered LAST FIRST (i.e. Smith James). For a broader search, use only a last name and first initial.

Records Documents are indexed from Jan 1, 1974 through Dec 31, 2023

CMR Documents are indexed from Jan 1, 1993 through Nov 24, 2022

Business Name	Registrant Name	Filing Date Start	Filing Date End
Innovative Political Solutions DBA Lori Stone	Laurene Stone	1/1/2013	12/6/2023
Document Number			
Document Types			

Recent searches

Clear Selections Search

No results found, please try a new search or remove applied Filters

Fields Business Name Search - Web Business Name contains Innovative Political Solutions DBA Lori Stone* and Registrant Name contains Laurene Stone* and Filing Date is between Jan 1, 2013 and Dec 6, 2023

Business Name: "Innovative Political Solutions DBA Lori Stone"
Registrant name: "Laurene Stone"
Filing Date Start: "1/1/2013"
Filing Date End: "12/6/2023"
"No results found, please try a new search or remove applied Filters"

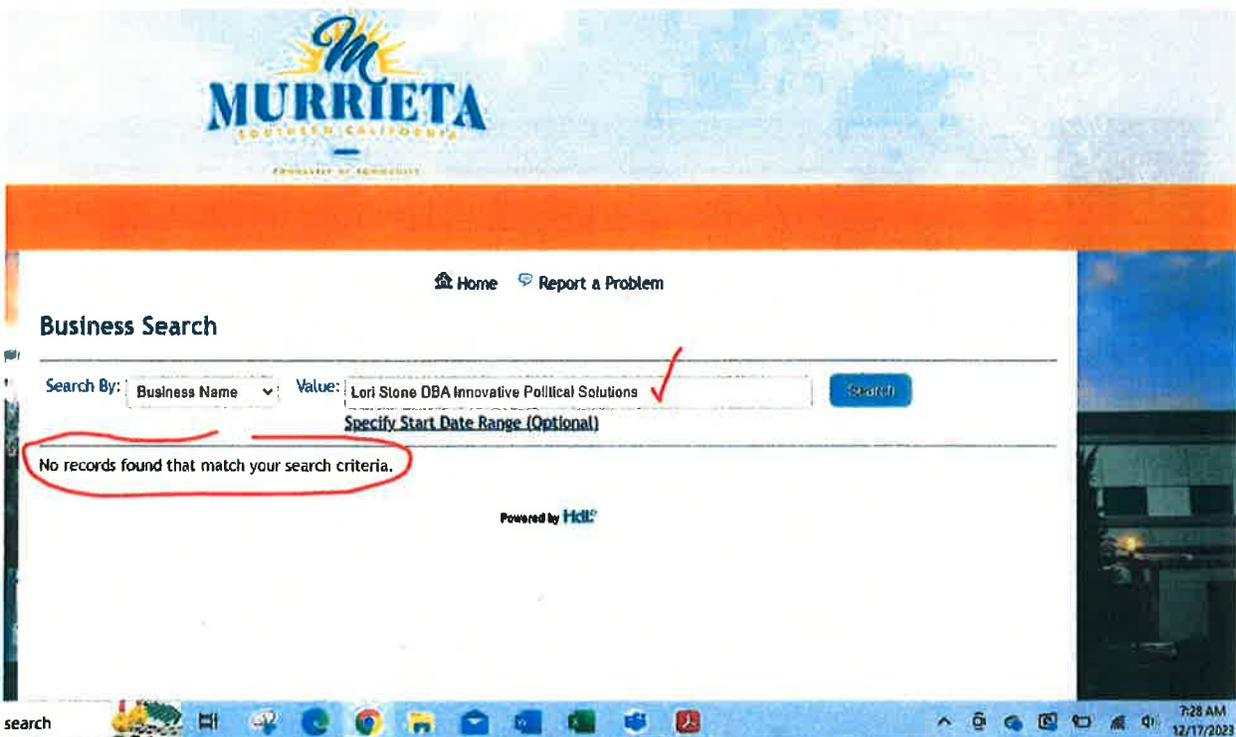
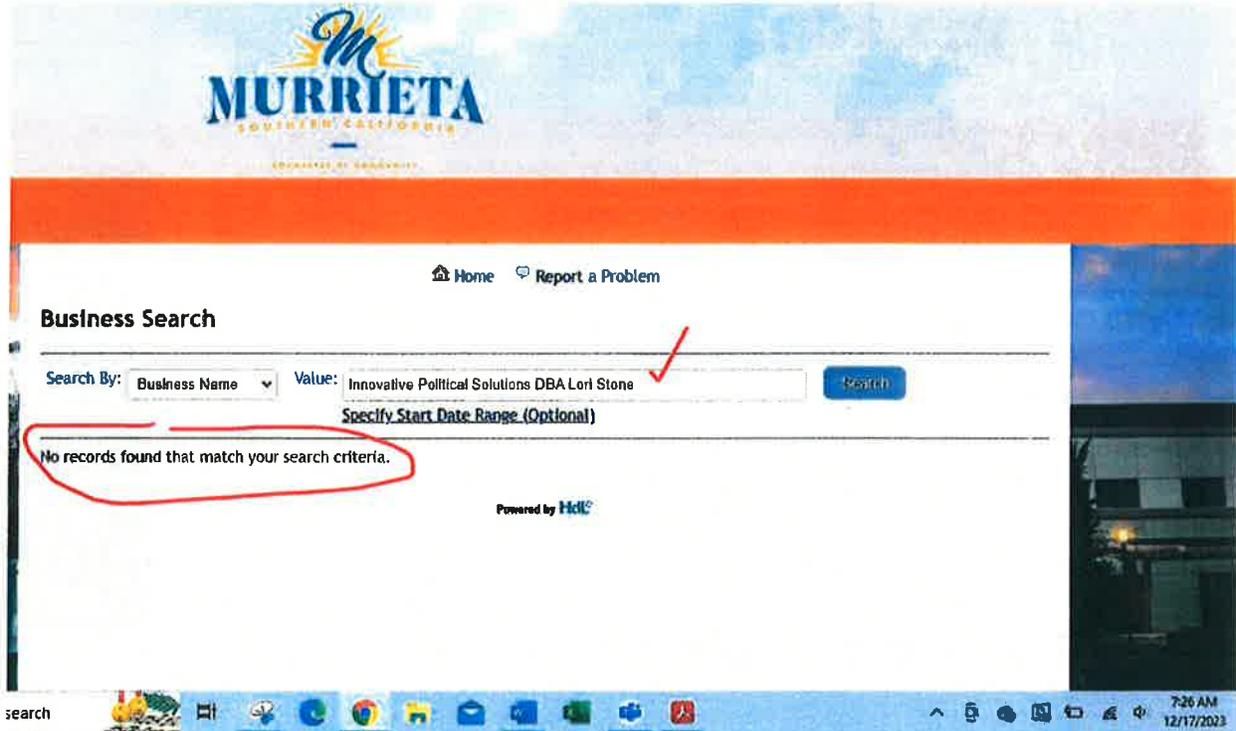
SUPPLEMENT TO THE COMPLAINT, DEMAND FOR ACTION
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EXHIBIT "C"

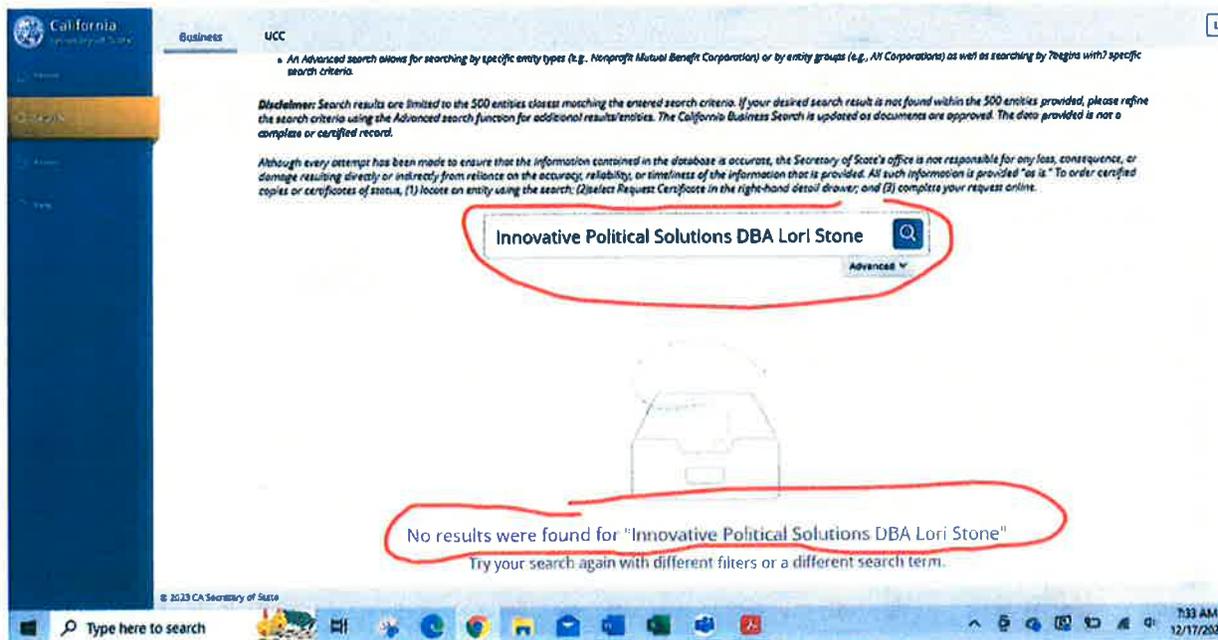
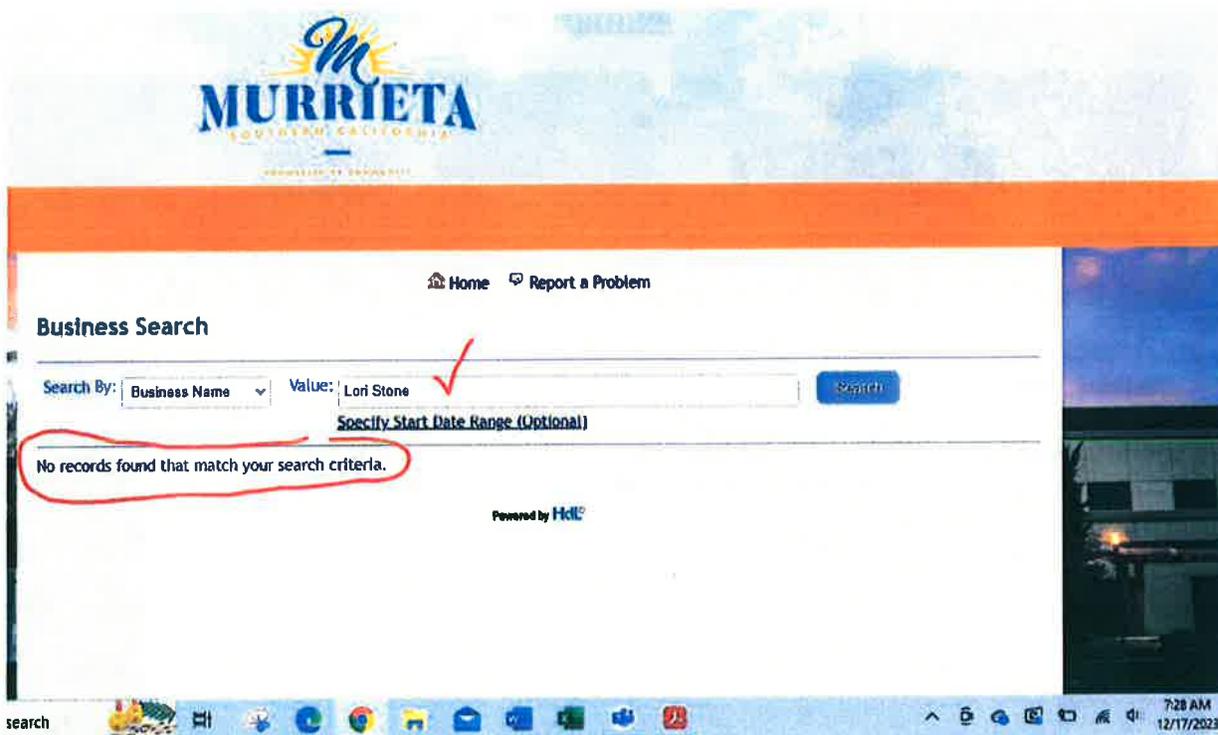
MAYOR PRO TEM LORI STONE - GOVERNING BODY ANNOUNCEMENTS – REQUEST FOR INFORMATION ON OR ABOUT 11/8/2023			
WHEN DID THE EVENT, ITEM, OR MEETING TAKE PLACE (DATE)? WHO WAS THE MEETING WITH & WHO ELSE WAS PRESENT? WHERE WAS THE MEETING OR EVENT HELD? WHAT WERE THE TOPICS? WHAT WAS THE PURPOSE OF THE ITEM? WHAT WERE THE DISCUSSION ITEMS AND OUTCOMES?			
PUBLIC REPORT DATED	DATE OF ITEM LISTED	DESCRIPTION PROVIDED	IN ADDITION TO THE QUESTIONS ABOVE, PLEASE PROVIDE THE FOLLOWING INFORMATION:
1/1/2023	<i>No Report Provided During January</i>	<i>No Report Provided</i>	
2/1/2023	<i>No Report Provided During February</i>	<i>No Report Provided</i>	
3/7/2023	NO DATE PROVIDED	ATTENDED FEDERATED WOMEN	Who/What is "Federated Women?"
3/7/2023	NO DATE PROVIDED	ZOOM MEETING WITH DEVELOPER	What "Developer?" What topics or projects were discussed?
3/7/2023	NO DATE PROVIDED	ATTENDED TEMECULA VALLEY REPUBLICAN	Who/What is "Temecula Valley Republican?"
3/7/2023	NO DATE PROVIDED	ATTENDED WALK IN HER SHOES MEETING	Who/What is "Walk In Her Shoes?"
3/7/2023	NO DATE PROVIDED	MET WITH BRANDY MEEKER	
3/7/2023	NO DATE PROVIDED	ATTENDED SO CAL GAS/COLONY	Who/What is "Colony?"
3/7/2023	NO DATE PROVIDED	MEET AND GREET WITH COMMUNITY	Whose "Meet and Greet?" What Community?
4/1/2023	<i>No Report Provided During April</i>		
5/1/2023	<i>No Report Provided During May</i>		
6/1/2023	<i>No Report Provided During June</i>		
7/1/2023	<i>No Report Provided During July</i>		
8/1/2023	6/21/2023	ATTENDED A DAY IN HER SHOES MEETING	Who/What is "A Day In Her Shoes?"
8/1/2023	NO DATE PROVIDED	MET WITH A DEVELOPER ON A PROJECT	What "Developer?" What topics or projects were discussed?
8/1/2023	NO DATE PROVIDED	SPOKE AT THE TEMECULA VALLEY REPUBLICAN LUNCHEON	Who/What is "Temecula Valley Republican?" What topics and/or projects were spoken about?
9/1/2023	<i>No Report Provided During September</i>	<i>No Report Provided During September</i>	
10/17/2023	NO DATE PROVIDED	ATTENDED A DAY IN HER SHOES MEETING	Who/What is "A Day In Her Shoes?"

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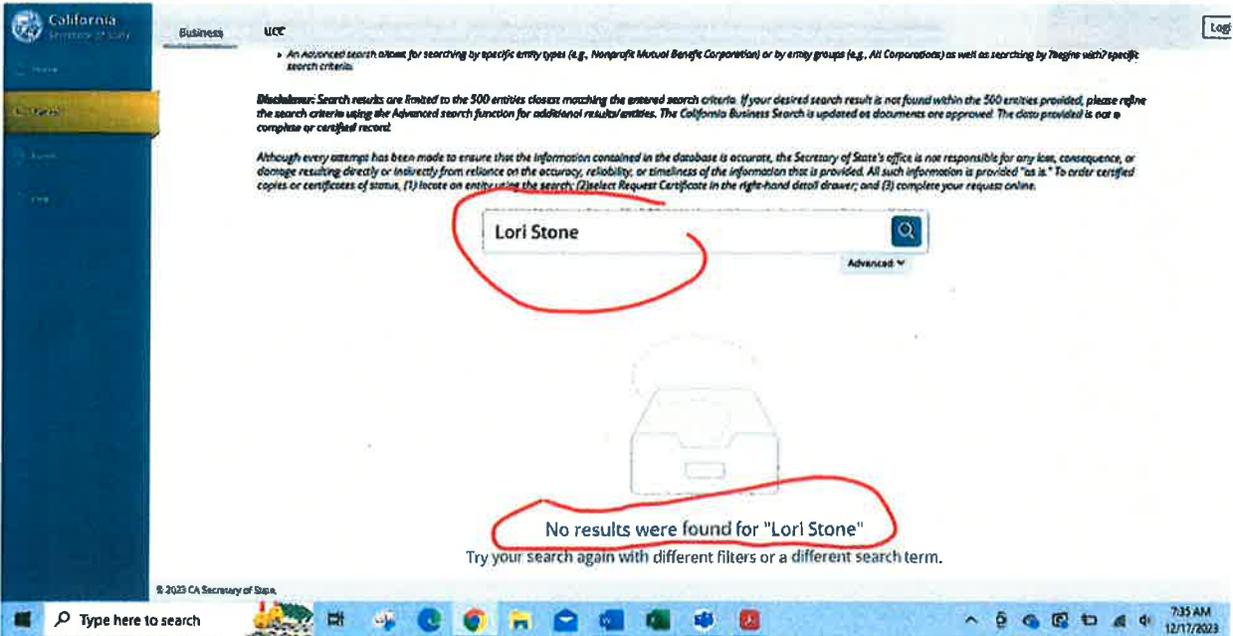
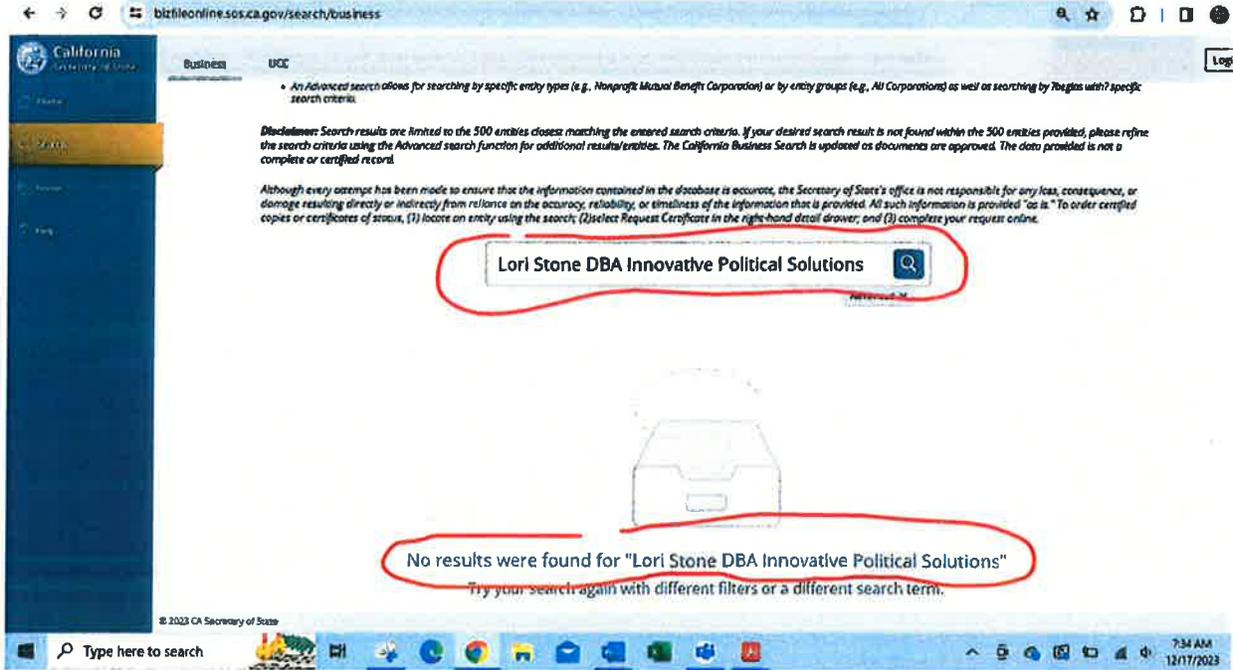
EXHIBIT "D"



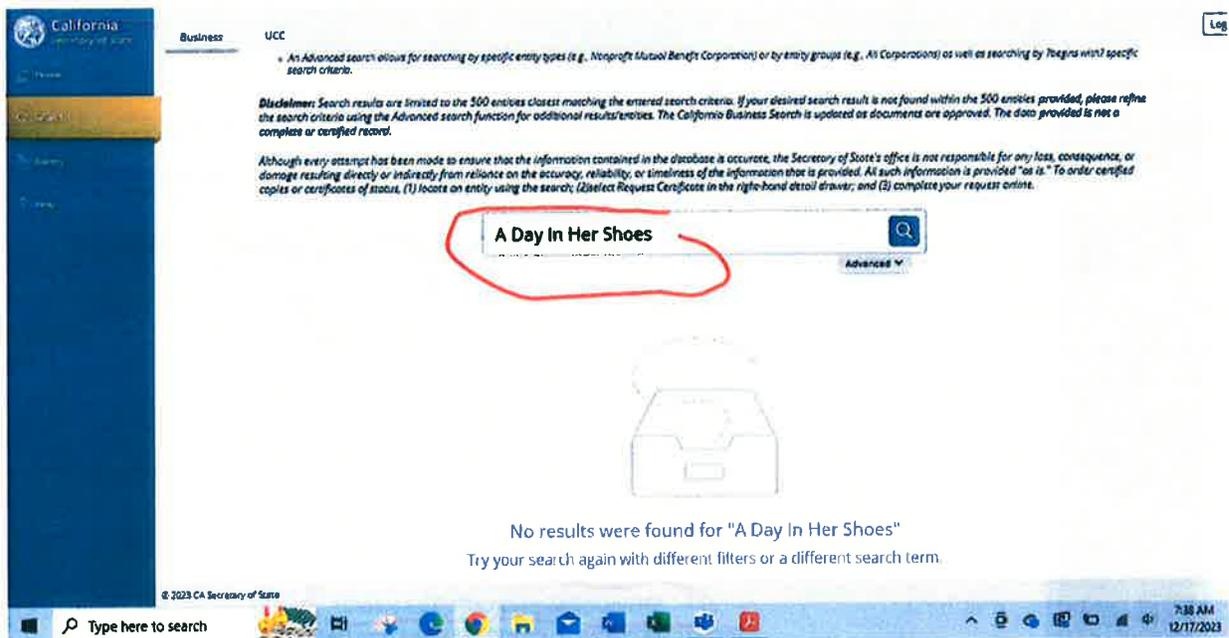
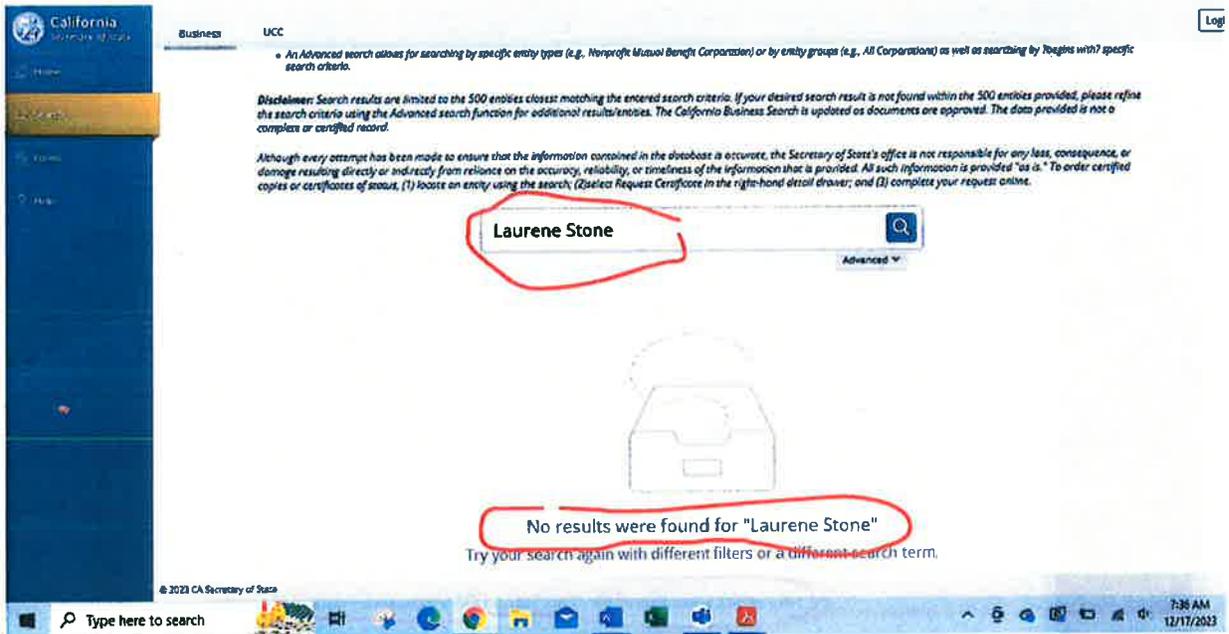
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EXHIBIT "E"

**Schedule E
 Payments Made**

Amounts may be rounded
 to whole dollars.

SCHEDULE E

Statement covers period from [REDACTED] through [REDACTED]	CALIFORNIA FORM 460 Page [REDACTED] of [REDACTED]
SEE INSTRUCTIONS ON REVERSE NAME OF FILER [REDACTED]	
I.D. NUMBER [REDACTED]	

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP campaign paraphernalia/misc. CNS campaign consultants CTB contribution (explain nonmonetary)* CVC civic donations FIL candidate filing/ballot fees FND fundraising events IND independent expenditure supporting/opposing others (explain)* LEG legal defense LIT campaign literature and mailings	MBR member communications MTG meetings and appearances OFC office expenses PET petition circulating PHO phone banks POL polling and survey research POS postage, delivery and messenger services PRO professional services (legal, accounting) PRT print ads	RAD radio airtime and production costs RFD returned contributions SAL campaign workers' salaries TEL tv, or cable airtime and production costs TRC candidate travel, lodging, and meals TRS staff/spouse travel, lodging, and meals TSF transfer between committees of the same candidate/sponsor VOT voter registration WEB information technology costs (internet, e-mail)
--	--	--

NAME AND ADDRESS OF PAYEE <small>(IF COMMITTEE, ALSO ENTER I.D. NUMBER)</small>	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Innovative Political Solutions [REDACTED]	CNS	Campaign strategy consultancy	[REDACTED]

**Schedule E
 Payments Made**

Amounts may be rounded
 to whole dollars.

SCHEDULE E

Statement covers period from 10/18/2020 through 12/31/2020	CALIFORNIA FORM 460 Page [REDACTED] of [REDACTED]
SEE INSTRUCTIONS ON REVERSE NAME OF FILER [REDACTED]	
I.D. NUMBER [REDACTED]	

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP campaign paraphernalia/misc. CNS campaign consultants CTB contribution (explain nonmonetary)* CVC civic donations FIL candidate filing/ballot fees FND fundraising events IND independent expenditure supporting/opposing others (explain)* LEG legal defense LIT campaign literature and mailings	MBR member communications MTG meetings and appearances OFC office expenses PET petition circulating PHO phone banks POL polling and survey research POS postage, delivery and messenger services PRO professional services (legal, accounting) PRT print ads	RAD radio airtime and production costs RFD returned contributions SAL campaign workers' salaries TEL tv, or cable airtime and production costs TRC candidate travel, lodging, and meals TRS staff/spouse travel, lodging, and meals TSF transfer between committees of the same candidate/sponsor VOT voter registration WEB information technology costs (internet, e-mail)
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NAME AND ADDRESS OF PAYEE <small>(IF COMMITTEE, ALSO ENTER I.D. NUMBER)</small>	CODE OR	DESCRIPTION OF PAYMENT	AMOUNT PAID
Innovative Political Solutions [REDACTED]	CNS	Campaign Consultant	[REDACTED]

THE UNIVERSITY OF CHICAGO
DEPARTMENT OF POLITICAL SCIENCE
1100 EAST 58TH STREET
CHICAGO, ILLINOIS 60637

[The following text is extremely faint and illegible due to low contrast and blurring. It appears to be a list of names and possibly addresses or affiliations.]



CITY OF MURRIETA

City Council Meeting Agenda Report

12/5/2023
Agenda Item No. 1.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Waive Reading of All Ordinance Adoptions on the Agenda and
Read by Title Only

RECOMMENDATION

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 2.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: Minutes

RECOMMENDATION

Approve the minutes of the December 5, 2023, City Council Regular and Special Meeting.

ATTACHMENTS

1. December 5, 2023 Regular Meeting Minutes
2. December 5, 2023 Special Meeting Minutes

**CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA**



**Tuesday, December 5, 2023
4:00 PM CLOSED SESSION
5:00 PM WORKSHOP
6:00 PM REGULAR MEETING
MINUTES**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 24 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at CityClerk@MurrietaCA.gov or call (951) 461-6031. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

**Lisa DeForest
Mayor**

**Lori Stone
Mayor Pro Tem**

**Cindy Warren
Council Member**

**Jon Levell
Council Member**

**Ron Holliday
Council Member**

**Kim Summers, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<https://murrieta.legistar.com/Calendar.aspx>**

***** The City is utilizing a new agenda management system. If you have any questions, please reach out to the City Clerk Department at (951) 461-6030 or via email at CityClerk@MurrietaCA.gov.**

To view the agenda reports either click on the item title or open the agenda packet on Legistar. Please note due to the size of the packet, downloading the packet may take a moment. ***

4:00 PM CLOSED SESSION

CALL TO ORDER 4:42 PM

ROLL CALL

Present: Council Member Cindy Warren
Council Member Jon Levell
Council Member Ron Holliday
Mayor Lisa DeForest

Absent: Mayor Pro Tem Stone (*Arrived at 4:44 p.m.*)

PUBLIC COMMENTS - CLOSED SESSION ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session item and noted only one case will be heard during the Closed Session:

CS1. Conference with Legal Counsel – Anticipated Litigation
The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2) because there is a significant exposure to litigation in two cases.

RECESS TO CLOSED SESSION 4:43 PM

5:00 PM WORKSHOP

CALL TO ORDER 5:10 PM

ROLL CALL

Present: Council Member Cindy Warren
Council Member Jon Levell
Council Member Ron Holliday
Mayor Pro Tem Stone
Mayor Lisa DeForest

Absent: None

WS1. Community Facilities District Workshop

Staff report and PowerPoint presentation provided by Assistant City Manager Ivan Holler, Finance Director Javier Carcamo, City Consultant Shane Spicer with Spicer Consulting, City Consultant Brian Forbath with Stradling Yocca Carlson & Rauth.

Police Chief Anthony Conrad and Fire Chief Bernard Molloy, were available for questions from the City Council.

Public Comments:

- Kassen Klein: Spoke about changing his initial opposition status to now being in favor of the Community Facilities District (CFD) due to the information presented this evening.
- Alan Long: Spoke in favor of CFDs as a way to address the deficit in public safety, commended staff and the Council for having an innovative way to increase public safety without increasing taxes and fees.
- Dan Leigh: Representing Corman Leigh, he provided a handout on the impact of CFD financing and spoke on real-life examples of how CFDs work in development projects.

Action:

Receive and file.

RECESS TIME: 6:30 PM

6:00 PM REGULAR MEETING

CALL TO ORDER TIME: 6:31 PM

ROLL CALL

Present: Council Member Cindy Warren
 Council Member Jon Levell
 Council Member Ron Holliday
 Mayor Pro Tem Lori Stone
 Mayor Lisa DeForest

Absent: None

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel: No reportable action on Closed Session Item No. CS1.

PLEDGE OF ALLEGIANCE Boy Scouts Troop No. 318

INVOCATION Pastor Todd Harvey, Calvary Sunrise Church

PRESENTATIONS

Certificates of Recognition – Murrieta Sports Teams (Carlson Gracie West Coast Headquarters and Pop Warner Sports)

Pop Warner Sports recognition was continued to the next City Council regular meeting.

Presentation – Update on Tourism: Patrick Ellis, President of Explore Murrieta

APPROVAL OF AGENDA

Action: It was moved by Council Member Holliday, seconded by Council Member Warren to approve the Agenda for December 5, 2023.

The motion carried by the following vote:

Ayes: Warren, Levell, Holliday, Stone, DeForest
Noes: None
Absent: None

CITY MANAGER - ADMINISTRATIVE UPDATE None

GOVERNING BODY COMMISSION/COMMITTEE/BOARD (CCB) REPORTS

Council Member Warren: Provided attendance/reported the following:
• Riverside County Transportation Commission

Council Member Holliday: Provided attendance/reported the following:
• Regional Conservation Authority
• Western Riverside Council of Governments

PUBLIC COMMENTS (NON-AGENDA)

Shane Dilisi: Spoke in opposition to Planned Parenthood.

Aimee Edgeworth: Provided a handout and spoke in support of a Murrieta Train Project.

Joy: Spoke on traffic and safety concerns regarding Murrieta Market Nights.

CONSENT CALENDAR - APPROVAL OF ITEMS 1 – 13

Action: It was moved by Council Member Holliday, seconded by Council Member Levell to approve Consent Calendar Item Nos. 1-13.

Mayor Pro Tem Stone recused herself from Item No. 13 due to a conflict of interest in owning a business within 500 feet of the project.

The motion carried by the following vote:

Ayes: Warren, Levell, Holliday, Stone, DeForest
Noes: None
Absent: None

1. Waive Reading of All Ordinance Adoptions on the Agenda and Read by Title Only

Recommended Action:

Waive reading, by title only, of all Ordinances and Resolutions. Said Ordinances and Resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

2. Minutes

Recommended Action:

Approve the minutes of the November 21, 2023, City Council Regular Meeting.

3. Check Register October 2023

Recommended Action:

Adopt Resolution 23-4716 entitled: *A Resolution of the City Council of the City of Murrieta, California, Ratifying the Check Register for the Month of October 2023* in the amount of \$6,451,443.41 (Check Numbers 156599-157007).

4. Monthly Investment Transaction Report for October 2023

Recommended Action:

Receive and file the Monthly Investment Transaction Report for October 2023.

5. Adoption of an Ordinance Relating to the Issuance of Subpoenas Before the City Council

Recommended Action:

Conduct the second reading and adopt Ordinance No. 599-23 entitled: *An Ordinance of the City Council of the City of Murrieta, California, Adding Chapter 1.30 to the Murrieta Municipal Code Relating to the Issuance of Subpoenas Before the City Council*; and

Find the Ordinance exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines.

6. Ninth Amendment to TriTech Software Systems Agreement

Recommended Action:

Approve the Ninth Amendment to the System Implementation Agreement with TriTech Software Systems for services relating to the Computer-Aided Dispatch and Records Management System;

Approve a one-time service fee in the amount of \$100,000 and an annual software fee of \$525,000 in year two, with a 5% increase for each subsequent year for the term of the agreement, for a total contract amount not to exceed \$2,362,815.63;

Authorize the City Manager to execute the agreement; and

Amend the Fiscal Year 2023/24 and 2024/25 Operating Budgets as outlined in the Fiscal Impact section of this report.

7. Change Order for Glen Arbor Dog Park Civil Design Services

Recommended Action:

Approve the change orders to increase Purchase Order P03571 with Michael Baker International for additional civil design services for the Glen Arbor Dog Park project, CIP 8273, in the amount of \$57,750;

Amend the Fiscal Year 2023/24 Capital Improvement Budget for an additional appropriation of \$57,750 to CIP 8273.

8. Construction Contract Sykes Ranch Park Improvement Project
Recommended Action:
 Award the construction contract for the Sykes Ranch Park Improvement Project, CIP 22010, to the lowest responsible bidder, Land Forms Landscape Construction, Inc., in the amount of \$183,226.00 with a 15% contingency;
- Authorize the Mayor to execute the agreement; and
- Authorize an additional budget appropriation to CIP 22010 for additional project costs.
9. Notice of Completion for Murrieta Library Roof Replacement Project, CIP 21023
Recommended Action:
 Accept the improvements for the Murrieta Library Roof Replacement Project, CIP 21023, as complete; and
- Direct the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City ordinances.
10. Murrieta Housing Authority SB 341 Annual Report for FY 2022/23
Recommended Action:
 Find that the action is not a “project” as defined in California Environmental Quality Act (CEQA) Guidelines Section 15378; and
- Receive the Murrieta Housing Authority Senate Bill 341 Annual Report for Fiscal Year 2022/23 and direct staff to file the document with the State Department of Housing and Community Development and place it on the City’s website.
11. Annual Adoption of the Investment Policy for Fiscal Year 2023/24
Recommended Action:
 Adopt Resolution No. 23-4718 entitled: *A Resolution of the City Council of the City of Murrieta, California, Adopting the Fiscal Year 2023/24 Investment Policy.*
12. Approve the Recognized Obligation Payment Schedule and Administrative Budget for Fiscal Year 2024/25
Recommended Action:
 Adopt Resolution No. RSA 23-31 entitled: *A Resolution of the Successor Agency to the Murrieta Redevelopment Agency Approving A Recognized Obligation Payment Schedule for the Period From July 1, 2024, through June 30, 2025, Approving the Successor Agency’s Proposed Administrative Budget for Fiscal Year 2024/25, and Authorizing Posting and Transmittal Thereof.*
13. Notice of Completion of Pedestrian Safety Enhancements 2020/21 and 2021/22 Projects
- Mayor Pro Tem Stone recused herself from Item No. 13 due to a conflict of interest in owning a business within 500 feet of the project.***
- Recommended Action:
 Accept the improvements for the Pedestrian Safety Enhancements 2020/21 project, CIP No. 13040, and Pedestrian Safety Enhancements 2021/22 project, CIP No. 13045, as complete;
- Direct the City Clerk to record a Notice of Completion and release bonds in accordance with State law and City Ordinances; and

Release any remaining retention from CIP Nos. 13040 and 13045 in accordance with State law and City Ordinances.

PULLED CONSENT CALENDAR ITEMS None

DISCUSSION

- 14. Fiscal Year 2022/23 Year End Report and Approve Appropriations for Carryover of Unspent Amounts from FY 2022/23 to FY 2023/24

Staff report and PowerPoint presentation provided by Finance Manager Jennifer Terry and Financial Analyst Geovanny Calvopina.

Public Comments: None

Action: After discussion, it was moved by Council Member Warren, seconded by Council Member Holliday to:

Accept this report;

Amend the Fiscal Year 2023/24 Operating Budget to include the Fiscal Year 2022/23 Rollovers; and

Appropriate the Unassigned Fund Balance.

The motion carried by the following vote:

- Ayes: Warren, Levell, Holliday, Stone, DeForest
- Noes: None
- Absent: None

- 15. Citywide Records Management Program Update and Adoption of Records Retention Schedule

Staff report and PowerPoint presentation provided by City Clerk Cristal McDonald and Records Manager Angela Martin-Van der Baan.

Public Comments: None

Action: After discussion, it was moved by Council Member Holliday, seconded by Council Member Levell to:

Adopt Resolution No. 23-4719 entitled: *A Resolution of the City Council of the City of Murrieta, California, Rescinding All Prior Records Retention Resolutions and Policies and Adopting a Records Retention Schedule*; and

Direct the City Clerk to develop a Records Management Administrative Policy upon approval of Resolution No. 23-4719.

The motion carried by the following vote:

Ayes: Warren, Levell, Holliday, Stone, DeForest
Noes: None
Absent: None

16. Amended and Restated Community Facilities District Goals and Policies

Assistant City Manager Ivan Holler mentioned that because this item was discussed in the Workshop there is no presentation to share.

Finance Director Javier Carcamo, City Consultant Shane Spicer with Spicer Consulting, City Consultant Brian Forbath with Stradling Yocca Carlson & Rauth, Police Chief Anthony Conrad, and Fire Chief Bernard Molloy were available for questions from the City Council.

Public Comments:

Kassen Klein: Mentioned to consider the comments provided at the Workshop.

Dan Leigh: Addressed the inquiry from Council Member Holliday in reference to the low number of CFD's formed late in the recession. Spoke about the Statewide Community Infrastructure Program (SCIP) utilized to address the City's financial uncertainties.

Action: After discussion, it was moved by Mayor DeForest, seconded by Council Member Warren to:

Adopt Resolution No. 23-4717 entitled: *A Resolution of the City Council of the City of Murrieta, California, Adopting an Amended and Restated Community Facilities District Goals and Policies.*

The motion carried by the following vote:

Ayes: Warren, Levell, Holliday, Stone, DeForest
Noes: None
Absent: None

NOTIFICATIONS

Final Parcel Map - PM 37185 - Murrieta II Multifamily LLC

Deputy City Clerk Kimberly Ramirez noted a correction to the Notification for Parcel Map from PM 37185 to PM 38185.

GOVERNING BODY ANNOUNCEMENTS

Mayor Pro Tem Stone provided verbal Governing Body Announcements. Council Member Levell, and Council Member Holliday provided their Governing Body Announcements to be made part of the City's record.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS None

ADJOURNMENT 7:49 PM

**CITY OF MURRIETA
1 TOWN SQUARE
MURRIETA, CA**



**Tuesday, December 5, 2023
3:00 PM SPECIAL MEETING
MINUTES**

The City of Murrieta intends to comply with the Americans with Disabilities Act (ADA). Persons with special needs should call the City Clerk Department at (951) 461-6031 or email at CityClerk@murrietaca.gov at least 72 hours in advance. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

Any presentation requiring the use of the City of Murrieta's equipment must be submitted to the City Clerk's department 24 hours prior to the scheduled City Council meeting at City Hall located at 1 Town Square, Murrieta, CA; via email at CityClerk@MurrietaCA.gov or call (951) 461-6031. Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the public counter at City Hall located at 1 Town Square, Murrieta, CA during normal business hours.

NOTICE AND CALL OF SPECIAL MEETING

NOTICE IS HEREBY GIVEN that on December 4, 2023, the Mayor of the City of Murrieta has called a Special Meeting of the Murrieta City Council to consider the following matters at the time and place listed on the agenda. /s/ Cristal McDonald, City Clerk

**Lisa DeForest
Mayor**

**Lori Stone
Mayor Pro Tem**

**Cindy Warren
Council Member**

**Jon Levell
Council Member**

**Ron Holliday
Council Member**

**Kim Summers, City Manager
Tiffany Israel, City Attorney
Cristal McDonald, City Clerk**

**MURRIETA CITY COUNCIL (CC)
MURRIETA COMMUNITY SERVICES DISTRICT (CSD)
MURRIETA FIRE DISTRICT (FD)
MURRIETA LIBRARY BOARD (LB)
MURRIETA REDEVELOPMENT SUCCESSOR AGENCY (RSA)
MURRIETA HOUSING AUTHORITY (HA)
MURRIETA FINANCING AUTHORITY (FA)**

**YOU MAY VIEW THE MEETING LIVESTREAMED VIA THE CITY'S WEBSITE AT
<https://murrieta.legistar.com/Calendar.aspx>**

***** The City is utilizing a new agenda management system. If you have any questions, please reach out to the City Clerk Department at (951) 461-6030 or via email at CityClerk@MurrietaCA.gov.**

3:00 PM SPECIAL MEETING

CALL TO ORDER 3:00 PM

ROLL CALL

Present: Council Member Cindy Warren

Council Member Ron Holliday

Mayor Pro Tem Stone

Mayor Lisa DeForest

Absent: Council Member Jon Levell (*Arrived at 3:02 p.m.*)

PUBLIC COMMENTS - AGENDIZED ITEMS ONLY None

ANNOUNCEMENT OF CLOSED SESSION ITEMS

City Clerk Cristal McDonald announced the following Closed Session item:

CS1. Conference with Legal Counsel – Threat of Litigation

The City Council will conduct a closed session, pursuant to Government Code section 54956.9(d)(2) because there is a significant exposure to litigation in one case.

RECESS TO CLOSED SESSION 3:01 PM

ADJOURN TO REGULAR MEETING 4:42 PM

RECONVENE SPECIAL MEETING 7:49 PM

ANNOUNCEMENT OF CLOSED SESSION ACTION

City Attorney Tiffany Israel: No reportable action on Closed Session Item No. CS1.

ADJOURNMENT 7:50 PM



CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No. 3.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Cristal McDonald, City Clerk

PREPARED BY: Kimberly Ramirez, Deputy City Clerk

SUBJECT: First Amendment to the City Attorney Legal Services Contract

RECOMMENDATION

Approve the First Amendment to the City Attorney Legal Services with Aleshire & Wynder, LLP to approve the amended rate schedule; and

Authorize the Mayor to execute the First Amendment.

PRIOR ACTION/VOTE

On May 3, 2022, the City Council appointed Tiffany Israel to serve as the City Attorney and approved an agreement with Aleshire & Wynder, LLP for City Attorney services (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

On May 3, 2022, after conducting a Request for Proposal for City Attorney Legal Services, the City of Murrieta (City) entered into an agreement with Aleshire & Wynder LLP (A&W) and appointed Tiffany Israel to serve as the City Attorney for a term of five years. The City can exercise up to five (5) one-year term extensions.

According to Section 4 of the original agreement, after six months, the City had the option to determine whether compensation would transition to a retainer-based fee, with additional services over the retainer being paid at the agreed-upon hourly rate. The City elected not to pursue a retainer option and continued on an hourly basis.

The City Council is the hiring authority for the position of the City Attorney. As such, periodic performance evaluations are conducted in closed sessions. On November 21, 2023, the City Council held a public employee performance and compensation evaluation of the City Attorney. The City Council was pleased with the City Attorney's performance and directed City staff to amend the rate schedule in the First Amendment (Attachment 1). This proposed Amendment does not modify any other portion of the Agreement.

FISCAL IMPACT

The approved budgeted amount for City Attorney services for Fiscal Year 2023/24 is \$604,000. If necessary, any increases to the budget based on the amended rate schedule will be submitted during the mid-year upcoming budget adjustments.

ATTACHMENTS

1. First Amendment to the City Attorney Legal Services Agreement

**CITY OF MURRIETA
FIRST AMENDMENT TO THE CITY ATTORNEY LEGAL SERVICES AGREEMENT**

The FIRST AMENDMENT TO THE CITY ATTORNEY LEGAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into December 19, 2023, by and between the law firm of ALESHIRE & WYNDER, LLP, a California limited liability partnership (“A&W”), and the CITY OF MURRIETA, a municipal corporation (“City”). The term “City” shall also include the City of Murrieta, as Successor Agency to the Murrieta Redevelopment Agency (“Successor Agency”), the Murrieta Housing Authority, and all boards, commissions, financing authorities, and other bodies of City.

RECITALS

WHEREAS, on May 3, 2022 the City and A&W entered into an agreement for City Attorney Legal Services pursuant to which the City appointed Tiffany Israel to serve as its legal counsel; and

WHEREAS, the City Council and A&W now desire to amend the Agreement as set forth in this First Amendment to incorporate the amended rate sheet.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and A&W hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Exhibit A “Fee Arrangement”, is revised to replace the fees in the table shown in Section A, to read as follows:

“Rates 01/01/24 – 12/31/24”

CLASSIFICATION	HOURLY RATES
General Work	\$290 – Partner \$260 – Associate
Special Work	\$340 – Partner \$300 – Associate
Risk Mgmt & Code Enforcement	\$275
Reimbursable for Developers	\$400 - Partner \$360 – Associate
Reimbursable Standard	\$345 – Partner \$305 – Associate
Bond Financing	\$383 – Attorney \$189 – Paralegal

Paralegals/Law Clerks	\$178
Document Clerks	\$110

SECTION 3. Section 4 of the Original Agreement is amended to incorporate the revised rates set forth above.

SECTION 4. The updated 2024 rates will be effective from January 1, 2024 through December 31, 2024.

SECTION 5. All other terms and conditions of the original agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date of execution by the City.

DATED: _____ “CITY”: CITY OF MURRIETA

Lisa DeForest, Mayor

ATTEST:

Cristal McDonald, City Clerk

DATED: _____

“A&W”: ALESHIRE & WYNDER

Tiffany J. Israel, Esq.



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 4.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Director of Administrative Services

PREPARED BY: Michelle Tamez, Human Resources Analyst

SUBJECT: Approval of a Professional Services Agreement with Apple One, Inc. for As-Needed Temporary Staffing Services

RECOMMENDATION

Authorize approval of a two-year professional services agreement with AppleOne Inc. to provide temporary staffing services in an amount not to exceed \$550,000 over the entire term of the agreement, inclusive of all extensions and amendments; and

Authorize the City Manager to execute the agreement with the option to extend for up to two additional one-year terms based on satisfactory performance of the services in the agreement and at the City's discretion.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

The City of Murrieta relies on temporary staffing to fulfill various roles and support operations during peak workloads, special projects, and staffing shortages. The City has an active agreement with AppleOne Inc., which started on July 1, 2018. Most recently, the agreement term was extended for six months from July 1, 2023, until December 31, 2023, without any additional renewal term options.

For the past five years, AppleOne has consistently provided quality temporary staff across various departments, meeting the City's needs and contributing to the smooth functioning of operations. The City currently has several active temporary employees provided by AppleOne to fill various roles within the City. Staff recommends establishing a new agreement (Attachment 1) with AppleOne Inc. for a two-year term, with the option of two additional one-year extensions. The City is piggybacking this procurement on a solicitation and agreement conducted by the Superior Court of Orange County, effective October 26, 2021, which was

selected through a competitive bidding process.

In accordance with Municipal Code Section 3.08.295, Cooperative Purchasing, the City Council has the authority to join with other public and quasi-public agencies in cooperative purchasing plans or programs for the purchase of supplies and services.

In accordance with the aforementioned code section, staff recommends piggybacking the competitive bidding process conducted by the Superior Court of Orange County to satisfy the bidding requirements and execute an agreement with AppleOne, Inc., effective January 1, 2024. The proposed agreement terms are consistent with those in the Superior Court of Orange County agreement.

FISCAL IMPACT

The total amount of the agreement is not exceed \$550,000, to be funded using salary savings from vacant positions or through the budget process, if needed.

ATTACHMENTS

1. Professional Services Agreement with AppleOne, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)

Project Name/Description (“**Project**”): Temporary Employees

Contract Number:

Consultant Name (“**Consultant**”): AppleOne Inc., a California Corporation

Consultant Address: 16371 Beach Blvd., Suite 240, Huntington Beach, CA 92647

Consultant Representative Name and Title (“**Consultant Representative**”): Rick H. Hagman,
V.P. Operations and Client Services

Consultant Representative Work Phone and Email: 714-596-7780, govservices@appleone.com

Effective Date: January 1, 2024

Termination Date: December 31, 2025

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): Five Hundred and Fifty Thousand Dollars (\$550,000.00) over the entire term of the Agreement, inclusive of all extensions and amendments.

City Department Contact (“**Department Contact**”): Michelle Tamez, Human Resources Analyst

Department Contact Work Phone and Email: 951-461-6092, MTamez@Murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

- A. The City desires to contract with a Consultant to provide professional services as more further set forth herein.
- B. The City is piggybacking this procurement on a solicitation and contract conducted by the Superior Court of Orange County, effective October 26, 2021.

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the Effective Date set forth above by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties.**” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be

performed, b) has carefully considered how services should be performed, and c) fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an

invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. This Agreement may be extended for up to two, additional one-year periods upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of

competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional’s proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services

required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should

Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability

for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed

pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice

describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none

shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Kim Summers, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

_____, a _____

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

- A.** Provide temporary staffing services at the direction and request of City.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

City of Murrieta Rate Sheet			
Category	Job Title	Base Range	Mark Up Rate
Admin/Clerical	Office Specialist	\$22.00 to \$24.00	33%
Admin/Clerical	Senior Office Specialist	\$25.00 to \$26.00	33%
Admin/Clerical	Office Assistant	\$18.00 to \$21.00	33%
Admin/Clerical	Administrative Clerk	\$18.00 to \$21.00	33%
Admin/Clerical	Administrative Assistant I	\$20.00 to \$24.00	33%
Admin/Clerical	Administrative Assistant II	\$22.00 to \$24.00	33%
Admin/Clerical	Sr. Administrative Assistant	\$24.00 to \$28.00	33%
Admin/Clerical	Administrative Analyst	\$24.00 to \$35.00	33%
Finance	Account Clerk I	\$20.00 to \$22.00	33%
Finance	Account Clerk II	\$23.00 to \$25.00	33%
Finance	Accounting Tech	\$26.00 to \$30.00	33%
Finance	Sr. Accounting Tech	\$31.00 to \$43.00	33%
Finance	Customer Service Rep	\$20.00 to \$24.00	33%
Finance	Accountant I	\$25.00 to \$27.00	33%
Finance	Accountant II	\$28.00 to \$30.00	33%
Finance	Accountant III	\$31.00 to \$43.00	33%
Finance	Collector	\$22.00 to \$28.00	33%
Finance	Accounting Specialist I	\$22.00 to \$25.00	33%
Finance	Payroll Clerk	\$20.00 to \$28.00	33%
Technical	Technical Writer	\$25.00 to \$35.00	33%
Technical	Database Developer	\$35.00 to \$50.00	33%
Technical	Engineering Aide	\$32.00 to \$51.00	33%
Technical	Engineering Technician	\$35.00 to \$48.00	33%
Technical	IT Analyst	\$30.00 to \$45.00	33%

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

N/A

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

5. [INTENTIONALLY OMITTED]

6. [INTENTIONALLY OMITTED]

7. [INTENTIONALLY OMITTED]

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses

and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification. **Acceptability of Insurers** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT F
FEDERAL REQUIREMENTS
(Only applicable if required on cover page of agreement)

N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional Insured for "bodily injury", "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the Named Insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Workers' Compensation and Employers' Liability Policy

Named Insured APPLEONE, INC. P.O. BOX 29048 GLENDALE CA 91209	Endorsement Number
	Policy Number Symbol: WLR Number: C50742556
Policy Period 04-01-2023 TO 04-01-2024	Effective Date of Endorsement 04-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 5.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Diego Chavez, Administrative Services Director

PREPARED BY: Michelle Tamez, Human Resources Analyst

SUBJECT: Amendment to the Comprehensive Salary Schedule for Fiscal Year 2023/24 to Add Police Detective III Classification

RECOMMENDATION

Adopt Resolution No. 23-4720, entitled: *A Resolution of the City Council of the City of Murrieta, California, Amending the Comprehensive Salary Schedule for Fiscal Year 2023/24.*

PRIOR ACTION/VOTE

On June 20, 2023, the City Council adopted Resolution No. 23-4672, establishing the Comprehensive Salary Schedule for Fiscal Year 2023/24 (Vote: 4-0-1).

On August 1, 2023, the City Council adopted Resolution No. 23-4697, approving an amendment to the Comprehensive Salary Schedule for Fiscal Year 2023/24 (Vote: 5-0).

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

The City of Murrieta (City) maintains a Comprehensive Salary Schedule regularly presented to the City Council for consideration. Employees of the City receive a rate of pay within the established salary range for their job classification. The Salary Schedule complies with State regulations and is intended to ensure transparency and consistency when reporting compensation for City employees.

The Salary Schedule is also intended to satisfy the requirements of the Public Employees Retirement Law and California Code of Regulations (CCR) at 2 CCR 570.5 that public agencies contracting with CalPERS adopt a "Publicly Available Pay Schedule" for purposes of determining an employee's "compensation earnable," which amount is used to calculate retirement benefits.

From time to time, it is necessary to modify the Salary Schedule as salaries are adjusted, negotiated, and/or job classifications are created or revised. The positions listed in the Salary Schedule may not necessarily be

budgeted or funded in any given fiscal year. The City Council typically authorizes and funds specific positions during the adoption of the biennial budget.

Pursuant to the City's Personnel Rules (Resolution No. 91-64), the City Manager recommends adjustments to the Salary Schedule. The proposed Resolution No. 23-4720 (Attachment 1) amends the Fiscal Year 2023/24 Salary Schedule to add a salary range for the recommended new classification of Police Detective III.

This addition is recommended to provide a career path for Police Officers who want to have an investigative career and to encourage and incentivize experienced investigators to remain in the Detective Bureau. Currently, the only opportunity for career advancement for Detectives is to be promoted out of the Bureau to Police Sergeant, taking their training, education, and experience with them out of the Detective Bureau to another division within the Police Department. The proposed Detective III rank will provide long-lasting experience in the Detective Bureau.

The proposed salary range for the Police Detective III position is five percent above the Police Detective II position and six percent below the Police Sergeant position. The Detective Bureau currently consists of six permanent positions, which are appointed as Detective I or Detective II based on experience. The number of authorized positions will remain at six and is not proposed to increase. However, eligible employees would now be eligible to be appointed as a Detective III.

FISCAL IMPACT

The budget impacts are uncertain, as this new classification will not be utilized until an eligible employee is appointed to the higher rank. The referenced amendment will be incorporated into the budget during a future budget update when it occurs.

ATTACHMENTS

- 1) Resolution No. 23-4720

RESOLUTION NO. 23-4720

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MURRIETA,
CALIFORNIA, AMENDING THE COMPREHENSIVE SALARY SCHEDULE
FOR FISCAL YEAR 2023/24**

WHEREAS, each fiscal year, the City Council of the City of Murrieta (City) adopts a new Comprehensive Salary Schedule (Salary Schedule), a document that includes a list of employment classifications for the City and their corresponding compensation ranges; and

WHEREAS, the City of Murrieta (“City”), through negotiations with various employee bargaining groups, has established corresponding Memorandums of Understanding, which are in full force and effect, and has similarly established a Compensation Plan for Management and Confidential employees and an employment agreement with the City Manager; and

WHEREAS, the California Public Employees’ Retirement System (CalPERS) limits “compensation earnable” for retirement purposes to amounts listed on a pay schedule meeting requirements set forth in section 570.5 of title 2 of the California Code of Regulations, including that government agency employers provide and make available to the public the salary of all full-time, part-time employees and elected officials in a single salary format specified by CalPERS; and

WHEREAS, the City previously compiled the necessary salary data to create a Salary Schedule for Fiscal Year 2023/24, which was adopted by the City Council on June 20, 2023, and effective July 2, 2023, by City Council Resolution No. 23-4672; and

WHEREAS, the Salary Schedule was updated on August 1, 2023, by City Council Resolution No. 23-4697; and

WHEREAS, the City desires to further amend the salary data in the Salary Schedule for Fiscal Year 2023/24 (“Updated Comprehensive Salary Schedule”), as shown in the document attached hereto as Exhibit A, which shall be effective as of December 19, 2023, in compliance with the requirements of CALPERS; and

WHEREAS, the Updated Comprehensive Salary Schedule reflects the addition of the salary range for the new Police Detective III classification ranging from \$9,843.53 to \$11,961.22 monthly.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA,
CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:**

Section 1. That the Updated Comprehensive Salary Schedule attached hereto as Exhibit A is adopted shall be effective December 19, 2023.

PASSED, APPROVED, AND ADOPTED this 19th day of December 2023, by the City Council of the City of Murrieta, State of California.

Lisa DeForest, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany Israel, City Attorney

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)
CITY OF MURRIETA)

I, Cristal McDonald, City Clerk of the City of Murrieta, California, do hereby certify that the foregoing Resolution No. 23-4720 was duly adopted by the City Council of the City of Murrieta at the regular meeting thereof, held on the 19th day of December, 2023, and was signed by the mayor of the said City, and that the same was passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

EXHIBIT A



City of Murrieta
Comprehensive Pay Schedule
December 19, 2023

Report Run Date: 11/18/2023

Elected

COUNCIL MEMBER

A

<u>Step</u>	<u>Start Date</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Annual</u>
A	12/18/22	7.19388	1,246.93	14,963.27

ACCOUNTANT AT-WILL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.07544	6,253.07	75,036.91
B	07/02/23	37.87921	6,565.72	78,788.75
C	07/02/23	39.77318	6,894.01	82,728.21
D	07/02/23	41.76183	7,238.71	86,864.60
E	07/02/23	43.84993	7,600.65	91,207.85

ACCOUNTANT TRAINEE

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	33.12382	5,741.46	68,897.54
B	07/02/23	34.78001	6,028.53	72,342.42
C	07/02/23	36.51901	6,329.96	75,959.54
D	07/02/23	38.34496	6,646.45	79,757.51
E	07/02/23	40.26221	6,978.78	83,745.39

ACCOUNTING ASSISTANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	23.93087	4,148.01	49,776.20
B	07/02/23	25.12742	4,355.41	52,265.03
C	07/02/23	26.38379	4,573.19	54,878.28
D	07/02/23	27.70298	4,801.84	57,622.19
E	07/02/23	29.08812	5,041.94	60,503.28

ACCOUNTING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	64.82706	11,236.69	134,840.28
MN	07/02/23	53.33337	9,244.45	110,933.40

ACCOUNTING SPECIALIST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	26.43967	4,582.87	54,994.51
B	07/02/23	27.76165	4,812.01	57,744.23
C	07/02/23	29.14973	5,052.61	60,631.43
D	07/02/23	30.60722	5,305.25	63,663.01
E	07/02/23	32.13758	5,570.51	66,846.16

ACCOUNTING SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.08178	7,467.50	89,610.10
B	07/02/23	45.23587	7,840.88	94,090.60
C	07/02/23	47.49766	8,232.92	98,795.13
D	07/02/23	49.87254	8,644.57	103,734.88
E	07/02/23	52.36617	9,076.80	108,921.63

ACCOUNTING TECH AT WILL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99

B	07/02/23	33.02451	5,724.24	68,690.98
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40952	6,310.98	75,731.80
E	07/02/23	38.23000	6,626.53	79,518.40

ADMIN SERVICES DIRECTOR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

ADMINISTRATIVE ASSISTANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02452	5,724.25	68,691.00
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40953	6,310.98	75,731.82
E	07/02/23	38.23000	6,626.53	79,518.40

ADMINISTRATIVE FIRE ENGINEER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	52.75691	9,144.53	109,734.37
B	07/02/23	55.39475	9,601.75	115,221.08
C	07/02/23	58.16449	10,081.84	120,982.13
D	07/02/23	61.07271	10,585.93	127,031.23
E	07/02/23	64.12635	11,115.23	133,382.80

ADMINISTRATIVE MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	63.88564	11,073.51	132,882.13
MN	07/02/23	52.55888	9,110.20	109,322.47

ASSISTANT CITY CLERK

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.08178	7,467.50	89,610.10
B	07/02/23	45.23587	7,840.88	94,090.60
C	07/02/23	47.49766	8,232.92	98,795.13
D	07/02/23	49.87254	8,644.57	103,734.88
E	07/02/23	52.36617	9,076.80	108,921.63

ASSISTANT CITY MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	149.44819	25,904.35	310,852.23
MN	07/02/23	117.09800	20,296.98	243,563.84

ASSISTANT MANAGEMENT ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	38.79578	6,724.60	80,695.22
B	07/02/23	40.73557	7,060.83	84,729.98
C	07/02/23	42.77235	7,413.87	88,966.48

D	07/02/23	44.91096	7,784.56	93,414.79
E	07/02/23	47.15651	8,173.79	98,085.54

ASSISTANT PLANNER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.37051	5,957.55	71,490.66
B	07/02/23	36.08904	6,255.43	75,065.20
C	07/02/23	37.89349	6,568.20	78,818.45
D	07/02/23	39.78816	6,896.61	82,759.37
E	07/02/23	41.77757	7,241.44	86,897.34

ASSISTANT TO THE CITY MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	55.45606	9,612.38	115,348.60
B	07/02/23	58.22886	10,093.00	121,116.02
C	07/02/23	61.14030	10,597.65	127,171.82
D	07/02/23	64.19732	11,127.53	133,530.42
E	07/02/23	67.40718	11,683.91	140,206.93

ASSOCIATE CIVIL ENGINEER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	46.52274	8,063.94	96,767.29
B	07/02/23	48.84888	8,467.13	101,605.67
C	07/02/23	51.29132	8,890.49	106,685.94
D	07/02/23	53.85588	9,335.01	112,020.23
E	07/02/23	56.54868	9,801.77	117,621.25

ASSOCIATE PLANNER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	40.69689	7,054.12	84,649.53
B	07/02/23	42.73173	7,406.83	88,882.00
C	07/02/23	44.86832	7,777.17	93,326.10
D	07/02/23	47.11173	8,166.03	97,992.39
E	07/02/23	49.46732	8,574.33	102,892.02

AUDIO VISUAL TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02451	5,724.24	68,690.98
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40952	6,310.98	75,731.80
E	07/02/23	38.23000	6,626.53	79,518.40

BUILDING INSPECTION SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	42.56921	7,378.66	88,543.95
B	07/02/23	44.69767	7,747.59	92,971.15
C	07/02/23	46.93255	8,134.97	97,619.70
D	07/02/23	49.27918	8,541.72	102,500.69

E	07/02/23	51.74314	8,968.81	107,625.73
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BUILDING INSPECTOR I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	25.14053	4,357.69	52,292.30
B	07/02/23	26.39756	4,575.57	54,906.92
C	07/02/23	27.71744	4,804.35	57,652.27
D	07/02/23	29.10331	5,044.57	60,534.88
E	07/02/23	30.55848	5,296.80	63,561.63

BUILDING INSPECTOR II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	33.61432	5,826.48	69,917.78
B	07/02/23	35.29504	6,117.80	73,413.68
C	07/02/23	37.05979	6,423.69	77,084.36
D	07/02/23	38.91278	6,744.88	80,938.58
E	07/02/23	40.85842	7,082.12	84,985.51

BUILDING INSPECTOR III

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.01671	6,416.22	76,994.75
B	07/02/23	38.86754	6,737.04	80,844.48
C	07/02/23	40.81092	7,073.89	84,886.71
D	07/02/23	42.85147	7,427.58	89,131.05
E	07/02/23	44.99404	7,798.96	93,587.60

BUILDING OFFICIAL

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	78.02872	13,524.97	162,299.73
MN	07/02/23	64.19444	11,127.03	133,524.43

BUILDING SAFETY MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	66.88177	11,592.84	139,114.08
MN	07/02/23	55.02379	9,537.45	114,449.48

BUSINESS DEVELOPMT PROGRAM MGR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.77293	7,587.30	91,047.69
B	07/02/23	45.96157	7,966.67	95,600.06
C	07/02/23	48.25965	8,365.00	100,380.07
D	07/02/23	50.67263	8,783.25	105,399.07
E	07/02/23	53.20626	9,222.41	110,669.02

CAD/RMS ADMINISTRATOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.81814	7,595.14	91,141.73
B	07/02/23	46.00904	7,974.90	95,698.80
C	07/02/23	48.30950	8,373.64	100,483.76

D	07/02/23	50.72497	8,792.32	105,507.93
E	07/02/23	53.26122	9,231.94	110,783.33

CIRCULATION SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.12013	6,260.82	75,129.87
B	07/02/23	37.92614	6,573.86	78,886.37
C	07/02/23	39.82244	6,902.55	82,830.67
D	07/02/23	41.81357	7,247.68	86,972.22
E	07/02/23	43.90424	7,610.06	91,320.81

CITY CLERK

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	115.16767	19,962.39	239,548.75
MN	07/02/23	90.23688	15,641.05	187,692.71

CITY ENGINEER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	86.76893	15,039.94	180,479.37
MN	07/02/23	71.38501	12,373.40	148,480.82

CITY MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	08/13/23	164.39301	28,494.78	341,937.46
MN	08/13/23	0.00000	0.00	0.00

CITY PLANNER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	83.11198	14,406.07	172,872.91
MN	07/02/23	68.37644	11,851.91	142,223.00

CIVIL ENGINEERING ASSISTANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	35.69114	6,186.46	74,237.57
B	07/02/23	37.47569	6,495.78	77,949.43
C	07/02/23	39.34948	6,820.57	81,846.91
D	07/02/23	41.31695	7,161.60	85,939.25
E	07/02/23	43.38280	7,519.68	90,236.22

CODE ENFORCEMENT OFFICER I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.05005	5,555.34	66,664.10
B	07/02/23	33.65255	5,833.10	69,997.30
C	07/02/23	35.33518	6,124.76	73,497.17
D	07/02/23	37.10194	6,431.00	77,172.03
E	07/02/23	38.95704	6,752.55	81,030.64

CODE ENFORCEMENT OFFICER II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	35.43052	6,141.29	73,695.48

B	07/02/23	37.20205	6,448.35	77,380.26
C	07/02/23	39.06215	6,770.77	81,249.27
D	07/02/23	41.01526	7,109.31	85,311.74
E	07/02/23	43.06602	7,464.77	89,577.32

CODE ENFORCEMENT SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	42.46272	7,360.20	88,322.45
B	07/02/23	44.58586	7,728.21	92,738.58
C	07/02/23	46.81515	8,114.62	97,375.51
D	07/02/23	49.15591	8,520.35	102,244.29
E	07/02/23	51.61371	8,946.37	107,356.51

COMM. RISK/DISASTER PREP ADMIN

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.01671	6,416.22	76,994.75
B	07/02/23	38.86754	6,737.04	80,844.48
C	07/02/23	40.81092	7,073.89	84,886.71
D	07/02/23	42.85147	7,427.58	89,131.05
E	07/02/23	44.99404	7,798.96	93,587.60

COMMUNICATIONS SPECIALIST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	33.02452	5,724.25	68,691.00
B	07/02/23	34.67574	6,010.46	72,125.53
C	07/02/23	36.40953	6,310.98	75,731.82
D	07/02/23	38.23000	6,626.53	79,518.40
E	07/02/23	40.14151	6,957.86	83,494.34

COMMUNITY SERVICE MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	55.94725	9,697.52	116,370.28
MN	07/02/23	46.02795	7,978.17	95,738.13

COMMUNITY SERVICES OFFICER I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	24.90710	4,317.23	51,806.76
B	07/02/23	26.15245	4,533.09	54,397.09
C	07/02/23	27.46008	4,759.74	57,116.96
D	07/02/23	28.83308	4,997.73	59,972.80
E	07/02/23	30.27473	5,247.61	62,971.43

COMMUNITY SERVICES OFFICER II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	27.39780	4,748.95	56,987.42
B	07/02/23	28.76769	4,986.39	59,836.79
C	07/02/23	30.20607	5,235.71	62,828.62
D	07/02/23	31.71637	5,497.50	65,970.04
E	07/02/23	33.30219	5,772.37	69,268.55

CRIME ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	35.23320	6,107.08	73,285.05
B	07/02/23	36.99487	6,412.44	76,949.32
C	07/02/23	38.84461	6,733.06	80,796.78
D	07/02/23	40.78684	7,069.71	84,836.62
E	07/02/23	42.82618	7,423.20	89,078.45

DEPUTY CITY CLERK

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.28117	6,288.73	75,464.83
B	07/02/23	38.09523	6,603.17	79,238.07
C	07/02/23	39.99999	6,933.33	83,199.97
D	07/02/23	41.99999	7,280.00	87,359.97
E	07/02/23	44.09999	7,644.00	91,727.97

DEPUTY CITY MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	142.33161	24,670.81	296,049.74
MN	07/02/23	111.52000	19,330.13	231,961.60

DEPUTY DIR DEV SERV ECON DEV.

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	96.25000	16,683.33	200,200.00
MN	07/02/23	73.97546	12,822.41	153,868.95

DEPUTY DIR DEV SERVICES

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	96.25000	16,683.33	200,200.00
MN	07/02/23	73.97546	12,822.41	153,868.95

DEPUTY DIRECTOR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	96.25000	16,683.33	200,200.00
MN	07/02/23	73.97546	12,822.41	153,868.95

DEPUTY FIRE CHIEF

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	123.23083	21,360.01	256,320.12
MN	07/02/23	96.55000	16,735.33	200,824.00

DEPUTY FIRE MARSHAL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	53.58302	9,287.72	111,452.68
B	07/02/23	56.26217	9,752.10	117,025.31
C	07/02/23	59.07528	10,239.71	122,876.58
D	07/02/23	62.02905	10,751.70	129,020.42
E	07/02/23	65.13050	11,289.28	135,471.44

DEPUTY LIBRARY DIRECTOR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	96.25000	16,683.33	200,200.00
MN	07/02/23	73.97546	12,822.41	153,868.95

DEVELOPMENT SERVICES DIRECTOR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DEVELOPMENT SERVICES TECH

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02451	5,724.24	68,690.98
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40952	6,310.98	75,731.80
E	07/02/23	38.23000	6,626.53	79,518.40

DIRECTOR OF BUILDING/SAFETY

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DIRECTOR OF COMMUNITY SERVICES

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DIRECTOR OF FINANCE

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DIRECTOR OF LIBRARY SERVICES

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DIRECTOR OF PW/CITY ENGINEER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

DISASTER PREPAREDNESS COORDINA

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.77293	7,587.30	91,047.69
B	07/02/23	45.96157	7,966.67	95,600.06
C	07/02/23	48.25965	8,365.00	100,380.07
D	07/02/23	50.67263	8,783.25	105,399.07
E	07/02/23	53.20626	9,222.41	110,669.02

ECONOMIC DEVELOPMENT DIRECTOR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

EMERGENCY MEDICAL SRV COORD

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	49.66199	8,608.07	103,296.93
B	07/02/23	52.14509	9,038.48	108,461.78
C	07/02/23	54.75235	9,490.40	113,884.88
D	07/02/23	57.48996	9,964.92	119,579.11
E	07/02/23	60.36446	10,463.17	125,558.07

ENGINEERING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	73.40743	12,723.95	152,687.45
MN	07/02/23	60.39247	10,468.02	125,616.33

EXECUTIVE ASSISTANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.19040	5,926.33	71,116.03
B	07/02/23	35.89992	6,222.65	74,671.83
C	07/02/23	37.69491	6,533.78	78,405.41
D	07/02/23	39.57966	6,860.47	82,325.69
E	07/02/23	41.55864	7,203.49	86,441.97

EXECUTIVE ASSISTANT AT-WILL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	35.04516	6,074.49	72,893.93
B	07/02/23	36.79742	6,378.21	76,538.63
C	07/02/23	38.63729	6,697.13	80,365.56
D	07/02/23	40.56915	7,031.98	84,383.83
E	07/02/23	42.59761	7,383.58	88,603.02

FINANCE MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	73.65635	12,767.10	153,205.20
MN	07/02/23	60.59726	10,503.52	126,042.30

FINANCIAL ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.08178	7,467.50	89,610.10
B	07/02/23	45.23587	7,840.88	94,090.60
C	07/02/23	47.49766	8,232.92	98,795.13
D	07/02/23	49.87254	8,644.57	103,734.88
E	07/02/23	52.36617	9,076.80	108,921.63

FIRE BATTALION CHIEF 40 HOUR

A

Step	Start Date	Hourly	Monthly	Annual
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A	07/02/23	75.62578	13,108.46	157,301.62
B	07/02/23	79.40706	13,763.89	165,166.68
C	07/02/23	83.37742	14,452.08	173,425.03
D	07/02/23	87.54629	15,174.69	182,096.28
E	07/02/23	91.92360	15,933.42	191,201.08

FIRE BATTALION CHIEF 56

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	57.07810	13,108.93	157,307.24
B	07/02/23	59.93200	13,764.38	165,172.59
C	07/02/23	62.92860	14,452.60	173,431.22
D	07/02/23	66.07503	15,175.23	182,102.78
E	07/02/23	69.37878	15,933.99	191,207.91

FIRE CAPTAIN (56 HR)

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	44.35824	10,187.60	122,251.30
B	07/02/23	46.57616	10,696.99	128,363.89
C	07/02/23	48.90496	11,231.83	134,782.06
D	07/02/23	51.35021	11,793.43	141,521.17
E	07/02/23	53.91772	12,383.10	148,597.23

FIRE CAPTAIN 40 HOUR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	62.10154	10,764.26	129,171.20
B	07/02/23	65.20662	11,302.48	135,629.76
C	07/02/23	68.46695	11,867.60	142,411.25
D	07/02/23	71.89030	12,460.98	149,531.82
E	07/02/23	75.48481	13,084.03	157,008.40

FIRE CHIEF

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	142.33161	24,670.81	296,049.74
MN	07/02/23	111.52000	19,330.13	231,961.60

FIRE DIVISION CHIEF

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	83.20454	14,422.12	173,065.44
B	07/02/23	87.36477	15,143.22	181,718.72
C	07/02/23	91.73301	15,900.38	190,804.66
D	07/02/23	96.31966	16,695.40	200,344.89
E	07/02/23	101.13564	17,530.17	210,362.13

FIRE ENGINEER (56 HR)

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.68351	8,654.64	103,855.75
B	07/02/23	39.56768	9,087.37	109,048.52
C	07/02/23	41.54606	9,541.74	114,500.94
D	07/02/23	43.62337	10,018.83	120,226.00

E	07/02/23	45.80454	10,519.77	126,237.31
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FIRE ENGINEER 40 HOUR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	52.75691	9,144.53	109,734.37
B	07/02/23	55.39475	9,601.75	115,221.08
C	07/02/23	58.16449	10,081.84	120,982.13
D	07/02/23	61.07271	10,585.93	127,031.23
E	07/02/23	64.12635	11,115.23	133,382.80

FIRE EQUIPMENT MECHANIC

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.05005	5,555.34	66,664.10
B	07/02/23	33.65255	5,833.10	69,997.30
C	07/02/23	35.33518	6,124.76	73,497.17
D	07/02/23	37.10194	6,431.00	77,172.03
E	07/02/23	38.95704	6,752.55	81,030.64

FIRE INSPECTOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.95371	6,405.30	76,863.71
B	07/02/23	38.80139	6,725.57	80,706.89
C	07/02/23	40.74146	7,061.85	84,742.23
D	07/02/23	42.77854	7,414.94	88,979.36
E	07/02/23	44.91746	7,785.69	93,428.31

FIRE MARSHAL

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	79.57192	13,792.46	165,509.59
MN	07/02/23	65.46402	11,347.09	136,165.16

FIRE PREVENTION BATTALIONCHIEF

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	72.15670	12,507.16	150,085.93
B	07/02/23	75.76454	13,132.52	157,590.24
C	07/02/23	79.55276	13,789.14	165,469.74
D	07/02/23	83.53040	14,478.60	173,743.23
E	07/02/23	87.70692	15,202.53	182,430.39

FIRE PROGRAM ASSISTANT

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	28.59266	4,956.06	59,472.73
B	07/02/23	30.02229	5,203.86	62,446.36
C	07/02/23	31.52340	5,464.05	65,568.67
D	07/02/23	33.09957	5,737.25	68,847.10
E	07/02/23	34.75455	6,024.12	72,289.46

GEOGRAPHIC INFO SYSTEM ANALYST

Step	Start Date	Hourly	Monthly	Annual
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A	07/02/23	40.44069	7,009.71	84,116.63
B	07/02/23	42.46272	7,360.20	88,322.45
C	07/02/23	44.58586	7,728.21	92,738.58
D	07/02/23	46.81515	8,114.62	97,375.51
E	07/02/23	49.15591	8,520.35	102,244.29

GIS TECHNICIAN

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02452	5,724.25	68,691.00
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40953	6,310.98	75,731.82
E	07/02/23	38.23000	6,626.53	79,518.40

HISTORIAN/ARCHIVIST

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.94967	6,577.94	78,935.31
B	07/02/23	39.84716	6,906.84	82,882.09
C	07/02/23	41.83952	7,252.18	87,026.20
D	07/02/23	43.93149	7,614.79	91,377.49
E	07/02/23	46.12807	7,995.53	95,946.38

HR DIRECTOR

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	135.55391	23,496.01	281,952.13
MN	07/02/23	105.00000	18,200.00	218,400.00

HUMAN RESOURCES ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.08178	7,467.50	89,610.10
B	07/02/23	45.23587	7,840.88	94,090.60
C	07/02/23	47.49766	8,232.92	98,795.13
D	07/02/23	49.87254	8,644.57	103,734.88
E	07/02/23	52.36617	9,076.80	108,921.63

HUMAN RESOURCES MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	78.02874	13,524.98	162,299.77
MN	07/02/23	64.19444	11,127.03	133,524.43

HUMAN RESOURCES TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02452	5,724.25	68,691.00
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40953	6,310.98	75,731.82
E	07/02/23	38.23000	6,626.53	79,518.40

IT ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	40.44069	7,009.71	84,116.63
B	07/02/23	42.46272	7,360.20	88,322.45
C	07/02/23	44.58586	7,728.21	92,738.58
D	07/02/23	46.81515	8,114.62	97,375.51
E	07/02/23	49.15591	8,520.35	102,244.29

IT COORDINATOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.14456	5,398.39	64,780.68
B	07/02/23	32.70179	5,668.31	68,019.72
C	07/02/23	34.33688	5,951.72	71,420.71
D	07/02/23	36.05372	6,249.31	74,991.73
E	07/02/23	37.85641	6,561.77	78,741.33

IT MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	73.65635	12,767.10	153,205.20
MN	07/02/23	60.59726	10,503.52	126,042.30

A

IT PROGRAM ADMINISTRATOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.81814	7,595.14	91,141.73
B	07/02/23	46.00904	7,974.90	95,698.80
C	07/02/23	48.30950	8,373.64	100,483.76
D	07/02/23	50.72497	8,792.32	105,507.93
E	07/02/23	53.26122	9,231.94	110,783.33

A

IT SYSTEMS ADMINISTRATOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.81814	7,595.14	91,141.73
B	07/02/23	46.00904	7,974.90	95,698.80
C	07/02/23	48.30950	8,373.64	100,483.76
D	07/02/23	50.72497	8,792.32	105,507.93
E	07/02/23	53.26122	9,231.94	110,783.33

A

IT TECHNICIAN I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02452	5,724.25	68,691.00
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40953	6,310.98	75,731.82
E	07/02/23	38.23000	6,626.53	79,518.40

A

IT TECHNICIAN II

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.88607	6,046.91	72,563.02
B	07/02/23	36.63037	6,349.26	76,191.16
C	07/02/23	38.46189	6,666.72	80,000.73

A

D	07/02/23	40.38498	7,000.06	84,000.75
E	07/02/23	42.40423	7,350.06	88,200.79

JR ENGINEER-CIVIL

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.44649	5,624.05	67,488.69
B	07/02/23	34.06881	5,905.26	70,863.12
C	07/02/23	35.77226	6,200.52	74,406.30
D	07/02/23	37.56087	6,510.55	78,126.60
E	07/02/23	39.43891	6,836.07	82,032.93

JR PLANNER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.14456	5,398.39	64,780.68
B	07/02/23	32.70179	5,668.31	68,019.72
C	07/02/23	34.33688	5,951.72	71,420.71
D	07/02/23	36.05372	6,249.31	74,991.73
E	07/02/23	37.85641	6,561.77	78,741.33

LIBRARIAN I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.72257	5,671.91	68,062.94
B	07/02/23	34.35870	5,955.50	71,466.09
C	07/02/23	36.07663	6,253.28	75,039.39
D	07/02/23	37.88046	6,565.94	78,791.35
E	07/02/23	39.77449	6,894.24	82,730.93

LIBRARIAN II

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.12013	6,260.82	75,129.87
B	07/02/23	37.92614	6,573.86	78,886.37
C	07/02/23	39.82244	6,902.55	82,830.67
D	07/02/23	41.81357	7,247.68	86,972.22
E	07/02/23	43.90424	7,610.06	91,320.81

LIBRARY ASSISTANT I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	20.47558	3,549.10	42,589.20
B	07/02/23	21.49936	3,726.55	44,718.66
C	07/02/23	22.57433	3,912.88	46,954.60
D	07/02/23	23.70305	4,108.52	49,302.34
E	07/02/23	24.88820	4,313.95	51,767.45

LIBRARY ASSISTANT II

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.59762	3,916.92	47,003.04
B	07/02/23	23.72751	4,112.76	49,353.22
C	07/02/23	24.91388	4,318.40	51,820.87
D	07/02/23	26.15958	4,534.32	54,411.92

E	07/02/23	27.46755	4,761.04	57,132.50
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LIBRARY MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	71.97188	12,475.12	149,701.51
MN	07/02/23	56.00004	9,706.67	116,480.08

LIBRARY SPECIALIST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	23.73572	4,114.19	49,370.29
B	07/02/23	24.92251	4,319.90	51,838.82
C	07/02/23	26.16864	4,535.89	54,430.77
D	07/02/23	27.47707	4,762.69	57,152.30
E	07/02/23	28.85092	5,000.82	60,009.91

MAINTENANCE MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	53.39108	9,254.45	111,053.44
B	07/02/23	56.06064	9,717.17	116,606.13
C	07/02/23	58.86367	10,203.03	122,436.43
D	07/02/23	61.80685	10,713.18	128,558.24
E	07/02/23	64.89720	11,248.84	134,986.17

MAINTENANCE SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	40.26984	6,980.10	83,761.26
B	07/02/23	42.28333	7,329.11	87,949.32
C	07/02/23	44.39750	7,695.56	92,346.80
D	07/02/23	46.61737	8,080.34	96,964.12
E	07/02/23	48.94824	8,484.36	101,812.33

MAINTENANCE WORKER I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	23.15945	4,014.30	48,171.65
B	07/02/23	24.31743	4,215.02	50,580.25
C	07/02/23	25.53330	4,425.77	53,109.26
D	07/02/23	26.80996	4,647.05	55,764.71
E	07/02/23	28.15046	4,879.41	58,552.95

MAINTENANCE WORKER II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	24.33587	4,218.21	50,618.60
B	07/02/23	25.55267	4,429.12	53,149.55
C	07/02/23	26.83030	4,650.58	55,807.02
D	07/02/23	28.17182	4,883.11	58,597.38
E	07/02/23	29.58041	5,127.27	61,527.25

MANAGEMENT ANALYST AT-WILL

A

Step	Start Date	Hourly	Monthly	Annual
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A	07/02/23	43.08178	7,467.50	89,610.10
B	07/02/23	45.23587	7,840.88	94,090.60
C	07/02/23	47.49766	8,232.92	98,795.13
D	07/02/23	49.87254	8,644.57	103,734.88
E	07/02/23	52.36617	9,076.80	108,921.63

OFFICE ASSISTANT I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.64281	3,924.75	47,097.04
B	07/02/23	23.77495	4,120.99	49,451.89
C	07/02/23	24.96370	4,327.04	51,924.49
D	07/02/23	26.21188	4,543.39	54,520.71
E	07/02/23	27.52248	4,770.56	57,246.75

OFFICE ASSISTANT II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	24.90710	4,317.23	51,806.76
B	07/02/23	26.15245	4,533.09	54,397.09
C	07/02/23	27.46008	4,759.74	57,116.96
D	07/02/23	28.83308	4,997.73	59,972.80
E	07/02/23	30.27473	5,247.61	62,971.43

PARAMEDIC/FIREFIGHTER (56 HR)

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.97662	8,032.96	96,395.56
B	07/02/23	36.72545	8,434.61	101,215.34
C	07/02/23	38.56172	8,856.34	106,276.10
D	07/02/23	40.48980	9,299.15	111,589.88
E	07/02/23	42.51429	9,764.11	117,169.38

PARAMEDIC/FIREFIGHTER/ADMIN 40

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	48.96726	8,487.65	101,851.90
B	07/02/23	51.41562	8,912.04	106,944.48
C	07/02/23	53.98641	9,357.64	112,291.73
D	07/02/23	56.68573	9,825.52	117,906.31
E	07/02/23	59.52001	10,316.80	123,801.62

PARK RANGER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	28.92193	5,013.13	60,157.61
B	07/02/23	30.36803	5,263.79	63,165.50
C	07/02/23	31.88643	5,526.98	66,323.77
D	07/02/23	33.48075	5,803.33	69,639.96
E	07/02/23	35.15479	6,093.49	73,121.96

PARKS & COMMUNITY SRVS MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	71.97188	12,475.12	149,701.51

MN	07/02/23	56.00004	9,706.67	116,480.08
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PARKS & LANDSCAPE INSPECTOR I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	30.86187	5,349.39	64,192.68
B	07/02/23	32.40497	5,616.86	67,402.33
C	07/02/23	34.02522	5,897.70	70,772.45
D	07/02/23	35.72648	6,192.58	74,311.07
E	07/02/23	37.51280	6,502.21	78,026.62

PARKS & LANDSCAPE INSPECTOR II

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.29356	5,944.21	71,330.60
B	07/02/23	36.00824	6,241.42	74,897.13
C	07/02/23	37.80866	6,553.50	78,642.01
D	07/02/23	39.69909	6,881.17	82,574.10
E	07/02/23	41.68404	7,225.23	86,702.80

PARKS MAINTENANCE SUPERINTEN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	46.02794	7,978.17	95,738.11
B	07/02/23	48.32934	8,377.08	100,525.02
C	07/02/23	50.74580	8,795.93	105,551.26
D	07/02/23	53.28309	9,235.73	110,828.82
E	07/02/23	55.94725	9,697.52	116,370.28

PLAN REVIEW SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	45.85106	7,947.51	95,370.20
B	07/02/23	48.14361	8,344.89	100,138.70
C	07/02/23	50.55079	8,762.13	105,145.64
D	07/02/23	53.07833	9,200.24	110,402.92
E	07/02/23	55.73225	9,660.25	115,923.08

PLANS EXAMINER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	39.87049	6,910.88	82,930.61
B	07/02/23	41.86401	7,256.42	87,077.14
C	07/02/23	43.95721	7,619.24	91,431.00
D	07/02/23	46.15507	8,000.21	96,002.54
E	07/02/23	48.46282	8,400.22	100,802.66

POLICE AGENT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	51.49414	8,925.65	107,107.81
B	07/02/23	54.06885	9,371.93	112,463.20
C	07/02/23	56.77229	9,840.53	118,086.36
D	07/02/23	59.61090	10,332.55	123,990.67
E	07/02/23	62.59145	10,849.18	130,190.21

POLICE CAPTAIN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	98.41697	17,058.94	204,707.29
B	07/02/23	103.33782	17,911.88	214,942.66
C	07/02/23	108.50471	18,807.48	225,689.79
D	07/02/23	113.92995	19,747.85	236,974.29
E	07/02/23	119.62644	20,735.24	248,823.00

POLICE CHIEF

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	142.33161	24,670.81	296,049.74
MN	07/02/23	111.52000	19,330.13	231,961.60

POLICE CORPORAL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	51.49414	8,925.65	107,107.81
B	07/02/23	54.06885	9,371.93	112,463.20
C	07/02/23	56.77229	9,840.53	118,086.36
D	07/02/23	59.61090	10,332.55	123,990.67
E	07/02/23	62.59145	10,849.18	130,190.21

POLICE DETECTIVE I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	51.49414	8,925.65	107,107.81
B	07/02/23	54.06885	9,371.93	112,463.20
C	07/02/23	56.77229	9,840.53	118,086.36
D	07/02/23	59.61090	10,332.55	123,990.67
E	07/02/23	62.59145	10,849.18	130,190.21

POLICE DETECTIVE II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	54.06885	9,371.93	112,463.20
B	07/02/23	56.77229	9,840.53	118,086.36
C	07/02/23	59.61010	10,332.41	123,989.00
D	07/02/23	62.59145	10,849.18	130,190.21
E	07/02/23	65.72102	11,391.64	136,699.72

POLICE DETECTIVE III

A

Step	Start Date	Hourly	Monthly	Annual
A	12/20/23	56.77229	9,840.53	118,086.36
B	12/20/23	59.61090	10,332.55	123,990.67
C	12/20/23	62.59145	10,849.18	130,190.21
D	12/20/23	65.72102	11,391.64	136,699.72
E	12/20/23	69.00707	11,961.22	143,534.70

POLICE LIEUTENANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	77.11227	13,366.12	160,393.52

B	07/02/23	80.96789	14,034.43	168,413.21
C	07/02/23	85.01628	14,736.15	176,833.86
D	07/02/23	89.26709	15,472.96	185,675.54
E	07/02/23	93.73045	16,246.61	194,959.33

POLICE OFFICER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	46.69650	8,094.06	97,128.72
B	07/02/23	49.03132	8,498.76	101,985.14
C	07/02/23	51.48289	8,923.70	107,084.41
D	07/02/23	54.05703	9,369.88	112,438.62
E	07/02/23	56.75988	9,838.37	118,060.55

POLICE RECORDS SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	33.68928	5,839.47	70,073.70
B	07/02/23	35.37375	6,131.45	73,577.40
C	07/02/23	37.14243	6,438.02	77,256.25
D	07/02/23	38.99955	6,759.92	81,119.06
E	07/02/23	40.94953	7,097.91	85,175.02

POLICE RECRUIT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	39.26666	6,806.22	81,674.65
B	07/02/23	41.22999	7,146.53	85,758.37
C	07/02/23	43.29149	7,503.85	90,046.29
D	07/02/23	45.45607	7,879.05	94,548.62
E	07/02/23	47.72887	8,273.00	99,276.04

POLICE SERGEANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	60.41948	10,472.70	125,672.51
B	07/02/23	63.44046	10,996.34	131,956.15
C	07/02/23	66.61248	11,546.16	138,553.95
D	07/02/23	69.94310	12,123.47	145,481.64
E	07/02/23	73.44026	12,729.64	152,755.74

POLICE SERVICES TECHNICIAN I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.64281	3,924.75	47,097.04
B	07/02/23	23.77495	4,120.99	49,451.89
C	07/02/23	24.96370	4,327.04	51,924.49
D	07/02/23	26.21188	4,543.39	54,520.71
E	07/02/23	27.52248	4,770.56	57,246.75

POLICE SERVICES TECHNICIAN II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	24.90710	4,317.23	51,806.76
B	07/02/23	26.15245	4,533.09	54,397.09

C	07/02/23	27.46008	4,759.74	57,116.96
D	07/02/23	28.83308	4,997.73	59,972.80
E	07/02/23	30.27473	5,247.61	62,971.43

POLICE SUPPORT SVS SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.40839	6,310.78	75,729.45
B	07/02/23	38.22881	6,626.32	79,515.92
C	07/02/23	40.14025	6,957.64	83,491.72
D	07/02/23	42.14726	7,305.52	87,666.30
E	07/02/23	44.25462	7,670.80	92,049.60

PRINCIPAL CIVIL ENGINEER

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	72.43791	12,555.90	150,670.85
MN	07/02/23	59.59485	10,329.77	123,957.28

PRINCIPAL LIBRARIAN

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	41.70770	7,229.33	86,752.01
B	07/02/23	43.79308	7,590.80	91,089.60
C	07/02/23	45.98273	7,970.33	95,644.07
D	07/02/23	48.28187	8,368.85	100,426.28
E	07/02/23	50.69596	8,787.29	105,447.59

PROPERTY/EVIDENCE TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	23.82798	4,130.18	49,562.19
B	07/02/23	25.01937	4,336.69	52,040.28
C	07/02/23	26.27034	4,553.52	54,642.30
D	07/02/23	27.58386	4,781.20	57,374.42
E	07/02/23	28.96305	5,020.26	60,243.14

PUBLIC INFORMATION OFFICER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	55.45606	9,612.38	115,348.60
B	07/02/23	58.22886	10,093.00	121,116.02
C	07/02/23	61.14030	10,597.65	127,171.82
D	07/02/23	64.19732	11,127.53	133,530.42
E	07/02/23	67.40718	11,683.91	140,206.93

PUBLIC SAFETY COMMUNICATIO MGR

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	73.65635	12,767.10	153,205.20
MN	07/02/23	60.59726	10,503.52	126,042.30

PUBLIC SAFETY DISPATCH SUPVR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	41.42185	7,179.78	86,157.44

B	07/02/23	43.49295	7,538.77	90,465.33
C	07/02/23	45.66759	7,915.71	94,988.58
D	07/02/23	47.95097	8,311.50	99,738.01
E	07/02/23	50.34852	8,727.07	104,724.92

PUBLIC SAFETY DISPATCHER I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	29.66870	5,142.57	61,710.89
B	07/02/23	31.15213	5,399.70	64,796.43
C	07/02/23	32.70974	5,669.68	68,036.25
D	07/02/23	34.34523	5,953.17	71,438.07
E	07/02/23	36.06249	6,250.83	75,009.97

PUBLIC SAFETY DISPATCHER II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.63559	5,656.83	67,882.02
B	07/02/23	34.26737	5,939.67	71,276.12
C	07/02/23	35.98074	6,236.66	74,839.93
D	07/02/23	37.77977	6,548.49	78,581.92
E	07/02/23	39.66876	6,875.91	82,511.02

PUBLIC SAFETY RADIO SYST ADMIN

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.40839	6,310.78	75,729.45
B	07/02/23	38.22881	6,626.32	79,515.92
C	07/02/23	40.14025	6,957.64	83,491.72
D	07/02/23	42.14726	7,305.52	87,666.30
E	07/02/23	44.25462	7,670.80	92,049.60

PURCHASING & CONTRACTS COORD

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.14456	5,398.39	64,780.68
B	07/02/23	32.70179	5,668.31	68,019.72
C	07/02/23	34.33688	5,951.72	71,420.71
D	07/02/23	36.05372	6,249.31	74,991.73
E	07/02/23	37.85641	6,561.77	78,741.33

PURCHASING MANAGER

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	61.66629	10,688.82	128,265.88
MN	07/02/23	50.73301	8,793.72	105,524.66

PW EQUIPMENT OPER/SR MAIN WRKR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	26.85305	4,654.52	55,854.34
B	07/02/23	28.19570	4,887.25	58,647.05
C	07/02/23	29.60548	5,131.61	61,579.39
D	07/02/23	31.08576	5,388.19	64,658.38
E	07/02/23	32.64005	5,657.60	67,891.30

PW INSPECTION SUPERINTENDENT

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	46.02794	7,978.17	95,738.11
B	07/02/23	48.32934	8,377.08	100,525.02
C	07/02/23	50.74580	8,795.93	105,551.26
D	07/02/23	53.28309	9,235.73	110,828.82
E	07/02/23	55.94725	9,697.52	116,370.28

PW INSPECTION SUPERVISOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	38.72100	6,711.64	80,539.68
B	07/02/23	40.65705	7,047.22	84,566.66
C	07/02/23	42.68990	7,399.58	88,794.99
D	07/02/23	44.82440	7,769.56	93,234.75
E	07/02/23	47.06562	8,158.04	97,896.48

PW INSPECTOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.29356	5,944.21	71,330.60
B	07/02/23	36.00824	6,241.42	74,897.13
C	07/02/23	37.80866	6,553.50	78,642.01
D	07/02/23	39.69909	6,881.17	82,574.10
E	07/02/23	41.68404	7,225.23	86,702.80

RECORDS CLERK

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.59762	3,916.92	47,003.04
B	07/02/23	23.72751	4,112.76	49,353.22
C	07/02/23	24.91388	4,318.40	51,820.87
D	07/02/23	26.15958	4,534.32	54,411.92
E	07/02/23	27.46755	4,761.04	57,132.50

RECORDS MANAGER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	40.57221	7,032.51	84,390.19
B	07/02/23	42.60082	7,384.14	88,609.70
C	07/02/23	44.73086	7,753.34	93,040.18
D	07/02/23	46.96740	8,141.01	97,692.19
E	07/02/23	49.31577	8,548.06	102,576.80

RECREATION COORDINATOR

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	26.20528	4,542.24	54,506.98
B	07/02/23	27.51555	4,769.36	57,232.34
C	07/02/23	28.89132	5,007.82	60,093.94
D	07/02/23	30.33589	5,258.22	63,098.65
E	07/02/23	31.85268	5,521.13	66,253.57

RECREATION SUPERVISOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.06490	6,424.58	77,094.99
B	07/02/23	38.91814	6,745.81	80,949.73
C	07/02/23	40.86405	7,083.10	84,997.22
D	07/02/23	42.90725	7,437.25	89,247.08
E	07/02/23	45.05261	7,809.11	93,709.42

RISK MANAGEMENT TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02452	5,724.25	68,691.00
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40953	6,310.98	75,731.82
E	07/02/23	38.23000	6,626.53	79,518.40

SENIOR CIVIL ENGINEER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	52.57069	9,112.25	109,347.03
B	07/02/23	55.19922	9,567.86	114,814.37
C	07/02/23	57.95919	10,046.25	120,555.11
D	07/02/23	60.85715	10,548.57	126,582.87
E	07/02/23	63.90000	11,076.00	132,912.00

SENIOR RECORDS COORDINATOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	27.64280	4,791.41	57,497.02
B	07/02/23	29.02494	5,030.98	60,371.87
C	07/02/23	30.47619	5,282.53	63,390.47
D	07/02/23	32.00000	5,546.66	66,560.00
E	07/02/23	33.60000	5,824.00	69,888.00

SR CODE ENFORCEMENT OFFICER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	33.53527	5,812.78	69,753.36
B	07/02/23	35.21203	6,103.41	73,241.02
C	07/02/23	36.97264	6,408.59	76,903.09
D	07/02/23	38.82127	6,729.02	80,748.24
E	07/02/23	40.76233	7,065.47	84,785.64

SR CRIME ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	38.75652	6,717.79	80,613.56
B	07/02/23	40.69434	7,053.68	84,644.22
C	07/02/23	42.72906	7,406.37	88,876.44
D	07/02/23	44.86551	7,776.68	93,320.26
E	07/02/23	47.10879	8,165.52	97,986.28

SR DEVELOPMENT SERVICES TECH

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	34.84086	6,039.08	72,468.98
B	07/02/23	36.58291	6,341.03	76,092.45
C	07/02/23	38.41205	6,658.08	79,897.06
D	07/02/23	40.33265	6,990.99	83,891.91
E	07/02/23	42.34929	7,340.54	88,086.52

SR EXECUTIVE ASSISTANT

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.60945	6,518.97	78,227.65
B	07/02/23	39.48992	6,844.91	82,139.03
C	07/02/23	41.46442	7,187.16	86,245.99
D	07/02/23	43.53764	7,546.52	90,558.29
E	07/02/23	45.71452	7,923.85	95,086.20

SR FINANCIAL ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	48.25965	8,365.00	100,380.07
B	07/02/23	50.67263	8,783.25	105,399.07
C	07/02/23	53.20626	9,222.41	110,669.02
D	07/02/23	55.86658	9,683.54	116,202.48
E	07/02/23	58.65991	10,167.71	122,012.61

SR HUMAN RESOURCES ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	48.25965	8,365.00	100,380.07
B	07/02/23	50.67263	8,783.25	105,399.07
C	07/02/23	53.20626	9,222.41	110,669.02
D	07/02/23	55.86658	9,683.54	116,202.48
E	07/02/23	58.65991	10,167.71	122,012.61

SR MAINTENANCE WORKER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	27.80124	4,818.88	57,826.57
B	07/02/23	29.19131	5,059.82	60,717.92
C	07/02/23	30.65087	5,312.81	63,753.80
D	07/02/23	32.18341	5,578.45	66,941.49
E	07/02/23	33.79258	5,857.38	70,288.56

SR MANAGEMENT ANALYST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	48.25965	8,365.00	100,380.07
B	07/02/23	50.67263	8,783.25	105,399.07
C	07/02/23	53.20626	9,222.41	110,669.02
D	07/02/23	55.86658	9,683.54	116,202.48
E	07/02/23	58.65991	10,167.71	122,012.61

SR PLANNER

A

Step	Start Date	Hourly	Monthly	Annual
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A	07/02/23	46.52274	8,063.94	96,767.29
B	07/02/23	48.84888	8,467.13	101,605.67
C	07/02/23	51.29132	8,890.49	106,685.94
D	07/02/23	53.85588	9,335.01	112,020.23
E	07/02/23	56.54868	9,801.77	117,621.25

SR PLANS EXAMINER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	43.85754	7,601.97	91,223.68
B	07/02/23	46.05041	7,982.07	95,784.85
C	07/02/23	48.35293	8,381.17	100,574.09
D	07/02/23	50.77058	8,800.23	105,602.80
E	07/02/23	53.30911	9,240.24	110,882.94

SR PROGRAM MANAGER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	61.57991	10,673.85	128,086.21
B	07/02/23	64.65891	11,207.54	134,490.53
C	07/02/23	67.89185	11,767.92	141,215.04
D	07/02/23	71.28644	12,356.31	148,275.79
E	07/02/23	74.85077	12,974.13	155,689.60

SR PUBLIC WORKS INSPECTOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	37.72291	6,538.63	78,463.65
B	07/02/23	39.60906	6,865.57	82,386.84
C	07/02/23	41.58951	7,208.84	86,506.18
D	07/02/23	43.66899	7,569.29	90,831.49
E	07/02/23	45.85244	7,947.75	95,373.07

SR RECREATION COORDINATOR

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.91293	5,531.57	66,378.89
B	07/02/23	33.50858	5,808.15	69,697.84
C	07/02/23	35.18401	6,098.56	73,182.74
D	07/02/23	36.94321	6,403.48	76,841.87
E	07/02/23	38.79037	6,723.66	80,683.96

SUPERVISING LIBRARIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	39.65699	6,873.87	82,486.53
B	07/02/23	41.63984	7,217.57	86,610.86
C	07/02/23	43.72184	7,578.45	90,941.42
D	07/02/23	45.90793	7,957.37	95,488.49
E	07/02/23	48.20332	8,355.24	100,262.90

TRAFFIC ENGINEER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	62.35945	10,808.97	129,707.65

Report Run Date: 11/18/2023

Full\Dept Heads

B	07/02/23	65.47742	11,349.41	136,193.03
C	07/02/23	68.75129	11,916.89	143,002.68
D	07/02/23	72.18886	12,512.73	150,152.82
E	07/02/23	75.79830	13,138.37	157,660.46

TRAFFIC SIGNAL TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	39.87049	6,910.88	82,930.61
B	07/02/23	41.86401	7,256.42	87,077.14
C	07/02/23	43.95721	7,619.24	91,431.00
D	07/02/23	46.15507	8,000.21	96,002.54
E	07/02/23	48.46282	8,400.22	100,802.66

PT ACCOUNTING SPECIALIST

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	26.43967	2,291.43	27,497.25
B	07/02/23	27.76165	2,406.00	28,872.11
C	07/02/23	29.14973	2,526.30	30,315.71
D	07/02/23	30.60722	2,652.62	31,831.50
E	07/02/23	32.13758	2,785.25	33,423.08

PT ACCOUNTING TECHNICIAN

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02451	5,724.24	68,690.98
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40952	6,310.98	75,731.80
E	07/02/23	38.23000	6,626.53	79,518.40

PT CASHIER

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	18.72499	3,245.66	38,947.97
B	07/02/23	19.66124	3,407.94	40,895.37
C	07/02/23	20.64430	3,578.34	42,940.14
D	07/02/23	21.67651	3,757.26	45,087.14
E	07/02/23	22.76034	3,945.12	47,341.50

PT CODE ENFORCEMENT OFFICER I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.05005	5,555.34	66,664.10
B	07/02/23	33.65255	5,833.10	69,997.30
C	07/02/23	35.33518	6,124.76	73,497.17
D	07/02/23	37.10194	6,431.00	77,172.03
E	07/02/23	38.95704	6,752.55	81,030.64

PT FIRE INSPECTOR I (NONE)

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	36.95371	6,405.30	76,863.71
B	07/02/23	38.80139	6,725.57	80,706.89
C	07/02/23	40.74146	7,061.85	84,742.23
D	07/02/23	42.77854	7,414.94	88,979.36
E	07/02/23	44.91746	7,785.69	93,428.31

PT FIRE MECHANIC

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	25.42052	4,406.22	52,874.68
B	07/02/23	26.69155	4,626.53	55,518.42
C	07/02/23	28.02613	4,857.86	58,294.35
D	07/02/23	29.42743	5,100.75	61,209.05
E	07/02/23	30.89881	5,355.79	64,269.52

PT INTERN

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	21.84000	3,785.60	45,427.20
MN	07/02/23	16.38000	2,839.20	34,070.40

PT IT TECHNICIAN I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	31.45192	5,451.66	65,419.99
B	07/02/23	33.02451	5,724.24	68,690.98
C	07/02/23	34.67574	6,010.46	72,125.53
D	07/02/23	36.40952	6,310.98	75,731.80
E	07/02/23	38.23000	6,626.53	79,518.40

PT LIBRARIAN I

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.72257	5,671.91	68,062.94
B	07/02/23	34.35870	5,955.50	71,466.09
C	07/02/23	36.07663	6,253.28	75,039.39
D	07/02/23	37.88046	6,565.94	78,791.35
E	07/02/23	39.77449	6,894.24	82,730.93

PT LIBRARY ASSISTANT I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	20.47558	3,549.10	42,589.20
B	07/02/23	21.49936	3,726.55	44,718.66
C	07/02/23	22.57433	3,912.88	46,954.60
D	07/02/23	23.70305	4,108.52	49,302.34
E	07/02/23	24.88820	4,313.95	51,767.45

PT LIBRARY ASSISTANT II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.59762	3,916.92	47,003.04
B	07/02/23	23.72751	4,112.76	49,353.22
C	07/02/23	24.91388	4,318.40	51,820.87
D	07/02/23	26.15958	4,534.32	54,411.92
E	07/02/23	27.46755	4,761.04	57,132.50

PT LIBRARY PAGE

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73
E	07/02/23	19.90999	3,451.06	41,412.77

PT LIFEGUARD LEAD SEASONAL

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	18.05894	3,130.21	37,562.59
B	07/02/23	18.96189	3,286.72	39,440.73
C	07/02/23	19.90999	3,451.06	41,412.77

D	07/02/23	20.90549	3,623.61	43,483.41
E	07/02/23	21.95076	3,804.79	45,657.58

PT LIFEGUARD SEASONAL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73
E	07/02/23	19.90999	3,451.06	41,412.77

PT LIFEGUARD SENIOR SEASONAL

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	19.86485	3,443.24	41,318.88
B	07/02/23	20.85809	3,615.40	43,384.82
C	07/02/23	21.90099	3,796.17	45,554.05
D	07/02/23	22.99604	3,985.98	47,831.76
E	07/02/23	24.14585	4,185.28	50,223.36

PT LIFEGUARD/WSI SEASONAL

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	17.19900	2,981.16	35,773.92
B	07/02/23	18.05895	3,130.21	37,562.61
C	07/02/23	18.96189	3,286.72	39,440.73
D	07/02/23	19.90999	3,451.06	41,412.77
E	07/02/23	20.90549	3,623.61	43,483.41

PT LIVE SCAN TECHNICIAN

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	17.07055	2,958.89	35,506.74
B	07/02/23	17.92408	3,106.84	37,282.08
C	07/02/23	18.82028	3,262.18	39,146.18
D	07/02/23	19.76130	3,425.29	41,103.50
E	07/02/23	20.74936	3,596.55	43,158.66

PT MAINTENANCE WORKER I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	23.15945	4,014.30	48,171.65
B	07/02/23	24.31743	4,215.02	50,580.25
C	07/02/23	25.53330	4,425.77	53,109.26
D	07/02/23	26.80996	4,647.05	55,764.71
E	07/02/23	28.15046	4,879.41	58,552.95

PT POLICE AIDE

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73

E	07/02/23	19.90999	3,451.06	41,412.77
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PT POLICE CADET

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73
E	07/02/23	19.90999	3,451.06	41,412.77

PT POLICE SERVICES TECH II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	24.90710	4,317.23	51,806.76
B	07/02/23	26.15245	4,533.09	54,397.09
C	07/02/23	27.46008	4,759.74	57,116.96
D	07/02/23	28.83308	4,997.73	59,972.80
E	07/02/23	30.27473	5,247.61	62,971.43

PT POLICE SRVCS TECH I

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.64281	3,924.75	47,097.04
B	07/02/23	23.77495	4,120.99	49,451.89
C	07/02/23	24.96370	4,327.04	51,924.49
D	07/02/23	26.21188	4,543.39	54,520.71
E	07/02/23	27.52248	4,770.56	57,246.75

PT PUBLIC SAFETY DISPATCHER II

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	32.63559	2,828.41	33,941.01
B	07/02/23	34.26737	2,969.83	35,638.06
C	07/02/23	35.98074	3,118.33	37,419.96
D	07/02/23	37.77977	3,274.24	39,290.96
E	07/02/23	39.66876	3,437.95	41,255.51

PT RECORDS CLERK

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	22.59762	3,916.92	47,003.04
B	07/02/23	23.72751	4,112.76	49,353.22
C	07/02/23	24.91388	4,318.40	51,820.87
D	07/02/23	26.15958	4,534.32	54,411.92
E	07/02/23	27.46755	4,761.04	57,132.50

PT RECREATION LEADER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73
E	07/02/23	19.90999	3,451.06	41,412.77

PT RECREATION SPECIALIST

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	16.38000	2,839.20	34,070.40
B	07/02/23	17.19900	2,981.16	35,773.92
C	07/02/23	18.05895	3,130.21	37,562.61
D	07/02/23	18.96189	3,286.72	39,440.73
E	07/02/23	19.90999	3,451.06	41,412.77

PT SENIOR PLANNER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	46.52274	8,063.94	96,767.29
B	07/02/23	48.84888	8,467.13	101,605.67
C	07/02/23	51.29132	8,890.49	106,685.94
D	07/02/23	53.85588	9,335.01	112,020.23
E	07/02/23	56.54868	9,801.77	117,621.25

PT SENIOR RECREATION LEADER

A

Step	Start Date	Hourly	Monthly	Annual
A	07/02/23	18.96804	3,287.79	39,453.52
B	07/02/23	19.91644	3,452.18	41,426.19
C	07/02/23	20.91226	3,624.79	43,497.50
D	07/02/23	21.95787	3,806.03	45,672.36
E	07/02/23	23.05577	3,996.33	47,956.00

PT TEMPORARY OFFICE SPECIALIST

A

Step	Start Date	Hourly	Monthly	Annual
MX	07/02/23	21.84000	3,785.60	45,427.20
MN	07/02/23	16.38000	2,839.20	34,070.40



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 6.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Brian Ambrose, Director of Community Services

PREPARED BY: Gretchen Sedlacek, Assistant Management Analyst - Library

SUBJECT: Approval of Collection Development Services Agreements

RECOMMENDATION

Approve a two-year Agreement with Brodart Company for Collection Development Services, in the amount not to exceed \$30,000 per fiscal year;

Approve a two-year Agreement with Ingram Library Services LLC, for Collection Development Services, in the amount not to exceed \$40,000 per fiscal year;

Authorize the City Manager to execute the Agreements with one optional two-year extension.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Coordinate and deliver responsive, effective community services.

BACKGROUND

The Murrieta Public Library purchases books and other materials from publishers to increase the inventory made available to the public. This standard practice is budgeted through the biennial Operating Budgeting process. The City of Murrieta uses outside vendors to 1) develop general selection criteria and proposed materials to purchase based on factors like demographics and trends for the Murrieta Library, as well as materials that are currently popular or award-winning; and 2) to order the actual materials.

On September 21, 2023, Library staff issued a Request for Quotes for Collection Development Support, which was sent out via Public Notice with the intent of entering into a two-year agreement with up to one additional renewal term of two years with qualified Collection Development vendors. Three quotes were received, and a Library Selection Committee selected two vendors as the most qualified: Ingram Library Services, LLC, as the primary vendor, and Brodart Company, as the secondary vendor. Both vendors are the most traditional companies operating within the library collection development industry, and the Library has experience with these firms. The third vendor that was not selected would have duplicated services.

FISCAL IMPACT

The cost for this service, which includes the cost for acquisition of the materials, is not to exceed \$140,000 for two years, with a not to exceed a total of \$280,000 if extended for an additional two years. Funding is available in account code 3115900-62920 within the Library's Fiscal Year 2023/24 Operating Budget and the Fiscal Year 2024/25 Operating Budget.

ATTACHMENTS

1. Agreement with Brodart Company
2. Agreement with Ingram Library Services, LLC

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Collection Development Services

Contract Number:

Consultant Name (“**Consultant**”): Brodart Company

Consultant Address: 500 Arch Street, Williamsport, PA 17701

Consultant Representative Name and Title (“**Consultant Representative**”): Alicia Snarr, Library Consultant

Consultant Representative Work Phone and Email: Phone: 800.233.8467, ext. 6380
Cell: 570-692-2041 alicia.snarr@brodart.com

Effective Date: December 6, 2023

Termination Date: June 30, 2025

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): Thirty Thousand Dollars (\$30,000.00) per fiscal year not to exceed One Hundred and Twenty Thousand Dollars (\$120,000.00) cumulatively.

City Department Contact (“**Department Contact**”): Gretchen Sedlacek

Department Contact Work Phone and Email: 951.461.6147 gsedlacek@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

- A. The City desires to contract with a Consultant to provide professional services as more further set forth herein.
- B. The City circulated a Request for Proposals for the above-described professional services.
- C. Consultant submitted a proposal to City to provide the above-described professional services.
- D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant’s proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the Effective Date set forth above by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c)

fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by

City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. This Agreement may be extended for up to one, additional two-year period upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of

competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional’s proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services

required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should

Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability

for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed

pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice

describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none

shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Kim Summers, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

_____, a _____

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

Consultant will perform the following Services:

Management Plan: Vendor shall identify a project manager as lead contact person.

COLLECTION DEVELOPMENT & SELECTION SERVICES

Creating the "ultimate collection" isn't a small task. There are many factors to be considered. At Brodart, we began providing collection development products and services in 1982. Many of our Collection Development Services such as TIPS, FASTips, Collection Builder and vendor selection services are industry leaders. We currently provide many public libraries with an array of specialized Collection Development Services for both ongoing and opening day collection needs.

1. TIPS (Title Information Preview Service) Notification Program

Delivers selection lists for new and forthcoming titles. Choose from two service levels —

Silver TIPS - every month receive free curated lists spanning an array of subjects and age ranges. Choose the lists that interest you and they will be automatically posted to your online account.

Diamond TIPS - define your own collection categories. Set specific parameters and the lists will be automatically posted to your online account. Customize as desired.

2. Standing Orders

Whether it's authors/series you can't live without or staying current with annual publications, our Collection Development team will monitor publication dates and automatically place orders on your behalf. Save time on research, meet patron demand, and never miss an important publication.

FASTips (Frequent Author and Series TIPS) — this is a free service to our customers. Set your preferences one time and receive your books automatically. You can edit your selections at any time.

Continuations — another free service to our customers, our standing order program for true serials, such as test prep and travel guides, takes the hassle out of keeping up with annual or irregular periodical publications.

3. Collection Builder

Build or refresh your collection with lists for relevant topics and events. Collection Builders provide one-time targeted lists for special projects, collection enhancement or replacement ordering.

4. Online Selection Lists

Brodart also has hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to make it easy to find exactly what you're looking for. Choose lists on Hot Topics, Awards, Graphic Novels, Public Library Collection Builder, Spanish Titles and more.

All of our collection development lists are posted to Bibz, Brodart's online ordering and collection development tool. Following is a detailed description of all of our Collection Development services.

5. TIPS@ - Notification Program

TIPS (Title Information Preview Service) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection.

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author or illustrator.

Two levels of TIPS are available to accommodate your specific needs. We do the legwork; you make your selections.

5a. Level 1 - Silver TIPS

Monthly lists of the most popular titles delivered to your online account free of charge for Brodart customers. Full-text reviews are provided when available. Silver TIPS Programs include-

Children's Silver TIPS

Board Books for Libraries

- Formats appropriate for public library use in terms of size, shape, and materials
- Selected by our children's buyer
- Most titles due for publication within next two months

Top Children's Hardcover Titles

- Popular and high-quality books for children through age twelve
- Emphasis on picture books, but nonfiction, fiction, and graphic novels also included
- Seasonal coverage for holidays plus one topical backlist each month
- Most titles are one month prepublication

Top Children's Paperback Titles

- Best new releases for children through age twelve
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series

- Emphasis on titles classed as Easy, but also includes fiction and nonfiction
- Most titles one month pre-publication or current month of publication

Children's KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for children through age twelve
- Titles are both popular and high quality
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Fresh Reads for Kids

- Forthcoming titles from children's favorite authors
- Primarily picture books and fiction, with some easy readers and nonfiction included
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates from the current month up to three months pre-publication

Children's and Teen Nonfiction Picks

- Recreational non-fiction titles for youth that may or may not be reviewed
- Hardcover, reinforced, and library editions, as well as paperbacks
- Publication dates are up to 2 months prepublication

Teen Silver TIPS

Top Teen Hardcover Titles

- Popular and high-quality titles for middle school and high school readers (age ten and up)
- Emphasis on fiction, particularly science fiction, fantasy, and horror; also includes nonfiction for recreation and school support
- Selected high interest/low reading level titles and graphic novels
- Most titles are one month pre-publication

Top Teen Paperback Titles

- Best new releases for middle school and high school readers (age ten and up)
- Many reprints of popular hardcovers, but also includes paperback originals, especially popular series
- Emphasis on fiction, but some nonfiction and graphic novels included
- Most titles one month pre-publication or current month of publication

Teen KidSafe Graphic Novels

- Graphic novels that have been reviewed book-in-hand or online and judged suitable for ages ten and up
- Titles are both popular and high quality

- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Includes a range of publication dates due to book-in-hand review requirement

Graphic Novel Reads for Teens

- Popular graphic novels for ages ten through nineteen
- Incorporates Teen KidSafe and other titles suitable for tweens and teens
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Titles may be up to four months pre-publication

Adult Silver TIPS

Blockbusters

- Hardcover titles that no public library can be without!
- Adult fiction and nonfiction from the most popular authors or on hot topics
- Titles with large print runs and heavy publisher promotion
- Three to four months prepublication

Top Adult Hardcover Titles

- High demand adult popular reading
- Fiction and nonfiction from top-selling authors plus titles from promising first novelists
- Selected movie tie-ins and graphic novels
- Includes Blockbusters (available separately above) plus other titles to round out genre interests
- Three to four months prepublication

Top Adult Paperback Titles

- The best upcoming paperback titles for a popular reading collection
- Emphasis on high demand authors and titles, including titles that were New York Times Bestsellers in hardcover
- Mostly fiction but some nonfiction included
- Includes both originals and reprints, trade and mass markets
- Most titles one month prepublication

UrbanFix

- Urban fiction (aka street lit) for the adult collection
- Emphasis on African-American characters in an urban setting
- Includes titles with sex, violence, drugs and strong language
- Primarily trade paperback but some hardcovers and mass markets included
- Most titles from current month up to two months pre-publication

Christian Fiction

- Christian Fiction for the adult collection
- Emphasis on Evangelical Christian fiction; also includes Urban Christian
- Hardcover and trade paperback bindings
- Publication dates from current month up to four months pre-publication

Large Print TIPS

- Extensive list of large print offerings from all the major publishers
- Most titles are adult fiction, but adult nonfiction and some titles for young readers also included
- Most titles are two months prepublication

Picks for Public Libraries

- Practical adult nonfiction that is not likely to be reviewed
- Hardcovers and paperbacks on topics such as computers, math, health, business, weddings, pet care, and more
- 125 to 150 titles per month chosen by our experienced staff
- Most titles one month prepublication

Graphic Novel Reads for Adults

- Popular graphic novels intended for an adult audience
- Includes manga and other series, plus important single titles and nonfiction in a graphic format
- Most titles one to three months pre-publication

Spanish Silver TIPS

Top Spanish Titles

- The best fiction and nonfiction for native Spanish speakers
- Titles from offshore and U.S. publishers
- Focus on international authors, but also includes translations of popular U.S. titles
- Publication dates vary from two months prepublication to six months post- publication (but recently available for U.S. distribution)

Adult Spanish TIPS

- Recommended Spanish language fiction and nonfiction
- Titles from offshore and U.S. publishers; originals and translations
- Focus on fiction and practical nonfiction in hardcover and paperback
- Includes Top Spanish Titles (available separately above) plus others to expand the selections
- Publication dates vary

Children's & Teen Spanish TIPS

- Recommended bilingual and Spanish language titles for preschool through high school
- Titles from offshore and U.S. publishers; originals and translations
- Focus on picture books and nonfiction, but also includes fiction, board books, and graphic novels
- Publication dates vary

5b. Level 2 - Diamond TIPS Notification Program

Brodart's hallmark TIPS. Review-based, custom profiles for title lists with full-text reviews delivered to your online account weekly, twice monthly, or monthly. Upgrade any TIPS list to Diamond by combining any other parameters with specific review journals. There is no limit on the number of review journals per profile. For example, you might want a Teen Fiction profile based on Booklist, School Library Journal and VOYA plus a list of authors. Or, you might want an Adult Nonfiction profile that includes Library Journal, Publishers Weekly, and Picks for Public Libraries.

Journals available:

- Booklist (includes online reviews)
- BookPage (includes online reviews)
- Bulletin of the Center for Children's Books
- Horn Book
- Kirkus
- Library Journal (includes online reviews)
- Library Journal Prepub Alert
- Publishers Weekly (includes online reviews)
- School Library Journal (includes online reviews)
- VOYA (includes online reviews)

Diamond TIPS lists are available on a subscription basis to Brodart customers. Pricing for Diamond TIPS has been included in our Pricing Proposal in Exhibit I.

6. Standing Orders

Our Standing Order services are designed to help you track new releases. Our Collection Development team will help you set up your preferences, monitor publication dates and automatically place orders on your behalf. We offer Standing Order services for authors and series as well as true serials such as test prep and travel guides. These Standing Order services are offered free of charge to our customers.

6a. FASTips@ - Automatic Shipment Plan

Brodart offers standing orders for popular adult and youth fiction and nonfiction through FASTips (Frequent Author & Series TIPS). The profiling is very flexible and can accommodate unique needs.

Most FASTips orders are based on author or series lists. Brodart offers the following lists to assist the library; however, these are not closed lists and the library can add authors or series as needed.

- Adult Authors—African-American and Urban Literature
- Adult Authors—Fiction
- Adult Authors—Inspirational Adult Authors—Nonfiction
- Adult Series—Fiction
- Adult Series—Graphic Novels
- Adult Series—Nonfiction and Biography
- Adult Series—Travel Guides
- Children's Authors
- Children's Series—Chapter Books
- Children's Series—Easy Readers
- Children's Series—Fiction
- Children's Series—Graphic Novels
- Children's Series—Nonfiction and Biography
- Children's Series—Picture Books and Board Books
- Teen Authors
- Teen Series—Fiction
- Teen Series—Graphic Novels
- Teen Series—Nonfiction and Biography

Other sources such as starred reviews, bestseller lists, and Brodart programs can also be used for FASTips automatic orders. Special collection areas that can be covered by FASTips include board books, large print, browsing paperbacks, travel books and Spanish.

When setting up a FASTips profile the library first selects the authors, series, or other criteria desired. Then other parameters are established for the automatic order including format (bind preference), classification, age range, material types, and maximum price. The library also sets the timeframe for ordering. Three months prepublication is the current standard.

Orders can be prepared by Brodart and delivered to the library via Bibz with grids applied for branch, quantity, and other grid values. Brodart can submit the order via Bibz or share the list to library staff for review and modification if needed. Orders can then be submitted by the library via Bibz or downloaded as MARC files for import into your ILS system for EDI ordering. After the orders are submitted, they are visible with status information through the Order History tab of Bibz.

6b. Continuations — Standing Orders for True Serials

Brodart's Continuations Service is designed to meet your complete reference and serial titles needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated. Brodart maintains constant communication with over fifty thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available. Our core list of Continuations contains over 6,000 titles.

Some of the key features of Continuations include:

- Receive your Continuations material fully cataloged and processed, with processing only or as items only.

- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. To simplify establishing a standing order account, we offer you a full range of transition services.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service.
- All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications which are delayed by the publisher show a status of "on order." Brodart's Continuations Department automatically contacts the publisher for updated status information of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive an electronic newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives your standing order titles we will set up your account and begin ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders.

The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.

TitleQueue

TitleQueue.com, Brodart's online Continuations tool, gives access to account details regarding subscriptions to serials and series. You can search for titles and update subscription information to add standing order titles or change current settings. You can also access order confirmations, report claims and request additional copies of invoices. There are many search options, including ISBN, title, series title and publisher.

7. Collection Builder@ Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.

- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles and make your selections in Bibz.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We may provide a profile to walk you through the process.
- Prepared selection lists are typically delivered within one week. These custom selection lists are provided free of charge in Bibz to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

8. Specialty Collection Development Lists

The TIPS profiles described above provide regularly scheduled lists of current fiction and nonfiction. All of those profiles would be developed by the library selectors.

In addition to profiled TIPS lists, library selectors have access to hundreds of specialty lists from which to choose. Not only are the lists separated into age ranges and categories, they can also be filtered for custom searches to help you find exactly what you're looking for. These lists contain topics of interest to public libraries and are updated on a regular basis. They are available free of charge to all Bibz users.

The topics include:

- Awards
- Featured Lists
- Graphic Novels
- Insight — Brodart's monthly online catalog which announces forthcoming popular titles
- Public Library Collection Builders
- Spanish

BIBZ @ - ONLINE COLLECTION DEVELOPMENT & ORDERING TOOL

Bibz is Brodart's online collection development and ordering tool. Access to Bibz with unlimited users is offered free of charge to the users for the term of this contract. Web-based or on-site training for Bibz is provided at no charge.

All of the selection lists created by Brodart will be posted to Bibz for selection and ordering. Bibz displays item status such as "in stock quantity", "on order quantity", "publisher in stock quantity", "available from publisher" or "must order direct". Bibz can also display discounted price and keep a running total for each list. Full-text reviews are available for all of the major library review journals free of charge.

The Bibz database is updated with new titles, title status, price information, and new data (such as cover images and full text reviews) on a daily basis. Inventory status shows unallocated inventory. Publisher inventory is also displayed for participating publishers.

Selectors can request that new titles be added to Bibz by emailing us at titlerequest@brodart.com . We'll let you know when the title has been added to the database and you can place your order.

With the Bibz Smart Holdings Interface, the library has the ability to link to current holdings . When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. Clicking on the Icon will connect you to the title in your online catalog.

Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.

Please note orders placed for items not in Brodart's inventory are ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis via FTP or email. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill orders quickly and efficiently. Prepublication orders are encouraged since this allows the materials to be sent to the library as soon as they are available from the publishers.

In addition to the selection lists posted by Brodart, you can also create your own selection lists on Bibz. You can search and access other relevant titles, build your own lists, select additional items for your collections, and place orders online or through most ILS acquisitions modules. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of over five million records.

A temporary Bibz login has been set up so that you can try Bibz for yourself. Login information is not case sensitive. Go to www.bibz.com Username = MPLDemo Password = MPLDemo

Bibz — Primary Features

Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1. Item Search/Display:

- By keyword or exact search for title or series
- Within a large number of databases and resource lists
- Access one or many of the following fields as needed —
 - o Age or grade range
 - o Reading program and level
 - o Publication date
 - o Review journals, including number of reviews and issue date
 - o Title
 - o Contributor
 - o ISBN/EAN
 - o Series

- o Subject
- o Publisher
- o Availability (print and stock status)
- o View Brodart and Publisher Inventory
- o Broad classification
- o Dewey or Library of Congress classification
- o Format (Bind)
- o Descriptors (board book, large type, picture book)
- o Language
- o Print Run
- o Demand level
- o Price

2. Access:

- Annotations plus full-text reviews from ten journals
- Custom lists provided through the TIPS, FASTips and Collection Builder services
- Specialty lists built for public libraries
- Link to your library's holdings
- MARC on-order records
- Order History to view item status
- Invoices

3. Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see

4. Manage:

- All selection lists, including shared and special
- User access, determined by your administrators
- Prevention of duplicates according to your preferences
- Grids—create templates and revise at your convenience

5. Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into the library's ILS for EDI ordering

- Access the order history for all of your accounts

Additional Bibz Features & Functionality

1. Sort sequence: Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.
2. Duplicate checking: Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.
3. Library Holdings Interface: When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the Library's public catalog. There are two types of holdings interfaces available in Bibz:
 - Smart Holdings Interface: If your ILS is Z39.50 enabled, "Smart Holdings" will automatically search every title on your selection list and only display the icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.
 - Classic Holdings Interface: If your ILS is not Z39.50 enabled, clicking on the m icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.
4. Grid Templates: Bibz allows predefined grid templates to be applied to a single title or to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at no charge.
5. Expenditure Reports: Generate expenditure reports by fund and location.
6. Administrative functions: Users can be designated as administrative or non-administrative. Administrative users are empowered to:
 - Create and remove users and assign new passwords
 - Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
 - Create families and assign membership in those families
 - Set grid values and create grid templates, assigning them to specific users
 - System settings allow the interfacing to your Integrated Library System for holdings lookup

7. Brief on-order record options: Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

8. Order History: Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, backordered, cancelled, etc. Allows you to download brief MARC records for orders submitted online.

CATALOGING & PROCESSING SERVICES

Brodart is able to catalog and process your materials with book-in-hand to reflect your detailed specifications. Brodart has developed our cataloging & processing services on a single platform which enables libraries to choose the solution that best meets its expectations in terms of functionality and price. For additional information on our cataloging and processing services please contact Alicia Snarr, your Library Services Consultant, at 800.233.8467 ext. 6380 or via email at Alicia.Snarr@brodart.com.

Reinforcement Services

Brodart's BrodartGuard and BrodartConvert reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable techniques.

Brodart's in-house service protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

BrodartConvert

Brodart's BrodartConvert service will stretch your book budget dollars by prolonging the life of your paperback books. The process uses the original paper cover of books at least 1/4" thick, laminated onto heavy binder board and rebound with strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback. BrodartConvert is guaranteed to your satisfaction.

BrodartGuard

BrodartGuard reinforces a paperback book using a 10-mil laminate to increase circulation durability. The one-piece process includes a 2-mil spine section to allow flexibility in movement and prevention of bubbling as seen in similar processes. The crystal clear, 100% optical clarity material and non-yellowing adhesive keeps the cover art attractive and bright. BrodartGuard is guaranteed to your satisfaction.

Both BrodartGuard and BrodartConvert processes are available for paperbacks ordered with or without additional cataloging and processing options.

Both of these reinforcement processes:

- have been perfected over 30 years of successful use.
- are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- have no minimum order requirements.
- feature bindings that are individually handcrafted to ensure quality workmanship.
- are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

Brodartbound Books

Turtleback's high-quality bindings significantly extend the life of a book by using the finest materials and processes in the industry. More durable double-fan adhesive or sewn binding replaces the publisher's original binding. The publisher's colorful, illustrated paperback cover is scanned, digitized, and reprinted to produce new cover sheets that are wrapped around heavy hardback board.

A lifetime guarantee on workmanship and materials accompanies the binding of every Turtleback book.

Turtleback's growing collection of titles contains over 8,000 of the most popular titles for children and adults including Picture Books, Beginning Readers, Chapter Books, Middle Grade, Young Adult, Graphic Novels, Juvenile Nonfiction, Literature, Adult Fiction, Adult Nonfiction, Reference and Spanish. Easily access Turtleback's title collection through Bibz.

ORDER MANAGEMENT SERVICES

Our order management process provides a complete package of services that can be customized to meet the requirements of any library. Hundreds of configurations are available to design the account setup, ordering options, invoicing, packaging, shipping and delivery requirements needed to integrate with your unique workflow. Your choice of management reports is also available to keep you informed of the status of your orders.

Placing Orders

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change existing accounts. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications.

Rush accounts can be established for ordering materials that are time-sensitive. Advanced orders can be placed 6 months or more before publication date. Orders for special events can be monitored by your Customer Care Associate to ensure on-time delivery for your event.

Brodart offers a number of methods for submitting orders:

- Submit your order through Bibz, Brodart's online collection development and ordering tool.
- Submit orders through your Polaris system. If desired, on-order records created in Bibz can be imported into Polaris with or without the distribution information in a format developed especially for the Polaris system. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.

- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to: Brodart Co. Books & Library Services, 500 Arch Street, Williamsport, PA 17701

Brodart System Interfaces

Brodart has long-standing relationships with every major integrated library system vendor. We continuously work with all of these ILS vendors to manage existing interfaces and develop new functionality when the opportunity arises. We currently have established interfaces with each integrated library system for acquisitions, invoicing, collection development and cataloging. We fully support EDI ordering as well as EDI invoicing. Our interfaces include:

- EDI Ordering — Brodart has the ability to receive orders created in Polaris and return EDI order acknowledgements to update the Polaris system.
- 9XX Ordering - Brodart also has the ability to upload on-order records with or without 9XX order information from Bibz to Polaris. In addition, item level information received in enriched EDI orders is utilized for both cataloging and processing to meet library's customized requirements.
- Invoicing Services — For orders placed via EDI, electronic invoices can be generated and posted to our FTP site for immediate download. Print invoices can also be mailed to the address designated by the library.
- Collection Development Services — Brodart's selection lists can be loaded into your Polaris system.
- Cataloging Services — Brodart has developed interfaces with all of the major ILS systems for all levels of our automated and customized cataloging services. Cataloging records as well as holdings records can also be customized to meet your Polaris requirements.

Order Fulfillment

Brodart stocks materials according to public library demand. Material can be ordered 6 months or more prior to publication date. Items ordered pre-publication or not in Brodart's inventory will be ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis.

In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer back orders in 3 weeks, with overall fill rates of greater than 98% of available titles.

Street Dates

Brodart understands the importance of receiving pre-publication materials prior to street release date. Our policy is to catalog, process and ship books immediately upon receipt from the publisher. As a result, the library should receive popular titles prior to street date. Please note shipment of pre-published titles is dependent upon when these titles are received at Brodart from the publisher.

Because these items arrive at the library on or before the street release date, we ask that our customers have policies in place to ensure that they are not released to the public prior to this date. The street release date will be clearly identified on your packing list.

Packaging and Marking of Shipments

Cartons are labeled with the account type and the number of cartons in the shipment, so that when they arrive at the library the account type can be clearly identified. The shipping label includes the account name, purchase order number and packing slip number and is applied to the top of each box.

We take special care when packing your order. Brodart's boxes are made of heavy corrugated cardboard and are extremely durable. Larger items are packed first, then smaller ones and are packed spine-to-spine to prevent damage. The number of items, their thickness, and weight determine the size of the box used for packaging. Boxes are filled with thin newspaper-type packing paper. Selfadhesive shipping labels are applied to the top of every box. Boxes are sealed with tape that is constructed of paper, string, and glue. Boxes within a shipment are numbered (i.e. 1 of 6, 2 of 6, etc.) and indicated on the top of each box.

Shipping and Delivery

Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Shipments are sent via best method (common carrier, USPS, or UPS Ground) F.O.B. destination from our warehouse to the branch libraries.

Advanced Shipping Notification

Brodart is able to support a library's Advanced Shipping Notification (ASN), carton-level receiving process which provides efficiencies to the library by eliminating the scanning of individual items. The library's ILS system must support the EDI 856 ASN standard protocol.

For libraries set up with ASN Brodart will scan each item on a packing slip into a carton(s). Once packing is complete an EDI 856 ASN-compliant transaction file is generated and a carton label is printed with a corresponding SSCC (Serial Shipment Container Code) barcode (see carton label image — SSCC barcode outlined in red). The SSCC barcode number matches to the ASN transaction file. Upon shipment Brodart will transmit an EDI 856 ASN transaction file to the library.

Upon receipt, with a scan of the SSCC barcode on the carton label, all the items in the box are marked as received in the library's ILS system. There is no need for item-by-item scanning. This process speeds the time-to shelf for items received by the library.

Credits and Returns

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. Freight costs for these returns will be covered by Brodart. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned. Authorization from your Customer Care Associate is necessary prior to returning any item(s).

Management Reports

We offer a variety of documents to keep you informed of your order status. Most are available in paper or electronically via e-mail or FTP.

Packing Slip

Brodart's packing slip, which includes the title, author, ISBN, quantity shipped, customer purchase order, and list price of each item, is packed in the last carton of every shipment. The carton indicates that a packing slip is enclosed. This packing document shows a control number, which can be matched with a corresponding invoice.

Consolidated Shipping Statement

In addition to the paper packing slip that accompanies the shipment, we also offer a Consolidated Shipping Statement, an Excel spreadsheet that contains title and order detail as well as tracking information for every item in the shipment. This report provides advanced notice to the library of all items in a given shipment. It is available electronically via e-mail or FTP on the day the material ships.

Fund Reports

Fund reports can be sent to the library on a weekly or monthly basis so that staff can monitor expenditures for the collection. Brodart's Do-Not-Exceed (DNE) system provides accurate fund accounting for all orders placed with Brodart. This system allows the library to specify the exact amount of money budgeted by branch, category or account type and will fulfill all orders up to, but not exceed the monetary limit.

In addition to the budgeted amount for each defined category the Fund Report states the invoiced amount, backordered amount, cancelled amount and the total amount encumbered (ordered, backordered, in-process and invoiced). Brodart's DNE system will encumber items at the actual invoice price (net price of the item plus processing charges). This will provide Fund Reports to ensure the cost of the collection does not exceed the budgeted amount.

Confirmation Report

Confirmation of titles ordered as firm orders or standing orders can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available via e-mail or FTP. The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title.

Orders transmitted via EDI will receive an EDI acknowledgment within an hour stating the status of each item ordered. Website orders transmitted through Bibz, Brodart's online collection development and ordering tool, will receive same-day order status information.

On-order Title Status Report

Brodart offers a number of options for reporting order status information. The Order History tab in Bibz allows the library to access not only orders that have been submitted through Bibz, but also orders submitted to Brodart via EDI, telephone, or any other order method. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of outstanding titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request via e-mail or FTP.

Cancellation Reports

Brodart notifies all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly via e-mail or FTP.

Statements

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

Invoices and Payment

Brodart offers a number of invoicing options:

- an invoice to match every packing slip
- a consolidated weekly invoice
- a consolidated monthly invoice

Invoices are available in paper or electronically via e-mail or FTP. Our invoices include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, appropriate sales tax as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction. Our payment terms are net 30 days from the date of the invoice.

Management Plan

To ensure customers receive exemplary service, our team follows a proven methodology for implementation of services. This process enables us to remain laser-focused on fine details, while being organized, thorough, and methodical throughout.

Because each library is unique, learning as much as possible at the outset is essential to delivering services that meet your expectations. Our team will meet with you to develop detailed specifications related to collection development, ordering preferences, delivery, invoicing, fund control, types of accounts needed and generation of monthly reports.

At Brodart, the sale does not end with delivery of the product. We value an ongoing, supportive relationship with your library. Our Customer Care staff is happy to answer any of your questions or provide any additional information you may need. We pride ourselves on our 24-hour response time.

Brodart provides a tiered management approach that results in outstanding customer support.

Mary Miller, your Customer Care Associate, will monitor all ongoing aspects of your services. She will provide day-to-day support and will work with you to guarantee your expectations have been met. Mary's responsibilities include any questions related to setup, claims, orders, delivery, invoicing, cancellations, and any other issue that

may arise. She will escalate issues as needed and involve the appropriate members of the management team when necessary, depending on the nature of each issue.

Our collection development team is also available to help you build and maintain a quality collection for your library. They have the knowledge, experience and customized tools to identify new, forthcoming and retrospective titles that match your preferences. We currently provide many public libraries with an array of specialized Collection Development Services for both ongoing and opening day collection needs.

In addition, our Management Team will meet on a regular basis to ensure all service levels and quality standards are within acceptable levels. Alicia Snarr, your local Library Services Consultant, will schedule regular on-site visits to review our service and quality levels.

Mary is available by calling 800.233.8467 or via email at Mary.Miller@brodart.com, Monday through Friday 8:00 a.m. to 5:00 p.m. E.S.T. Alicia can be reached any time by calling 800.233.8467 ext. 6380 or via email at Alicia.Snarr@brodart.com.

Our unrivaled customer care sets Brodart apart from other vendors. We offer a dedicated team of customer care associates, account managers, information technology, collection development, cataloging, and acquisitions specialists, all who provide top-quality customer support. They are experts in their fields and in serving large and small public libraries across the country. Brodart's long and successful history has built countless partnerships with libraries and enabled us to provide the most experienced workforce in the industry.

Quality Control

Brodart's commitment to quality is vital to all we do. This is reflected in the flexibility of our services. We believe that quality begins and ends with our customers and we strive to always satisfy your needs.

Our automated conveyor system uses state-of-the-art technology to transport and manage orders through the production area. This warehouse management system monitors the status and location of every order at every moment throughout the process, minimizing errors and maximizing service time.

Once production has begun, our quality control staff will ensure that your specifications are met. Brodart goes to great lengths to ensure the accuracy of our cataloging, linking and physical processing. Our goal is to ensure that our staff has a full understanding of your specifications and local practices and is always informed if your specifications are changed.

Quality control checks occur throughout our process to make certain your specifications are met. Checkpoints include data entry, picking, title checking, stamping, jacketing, labeling and packing. Materials are also inspected for publisher defects and when found are rejected and returned to the publisher.

Our goal is to provide our customers with the highest quality service in the industry. This commitment is rooted in our values and is essential to our success.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Commodities purchased via Purchase Order and submission of a valid invoice.

PURCHASE ORDER GENERAL CONDITIONS

1. In accepting the award of a Purchase Order from the City of Murrieta, the Supplier agrees to having read and acknowledged these General Conditions.
2. This purchase order shall be governed by the laws of the State of California.
3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
5. Time is of the essence. If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall immediately give notice stating the cause of the delay to City.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are in any way connected to the work performed by Supplier, and covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Supplier or its officers, employees, agents,

contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City Parties.

8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.

9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.

10. Supplier shall not substitute items without approval of the City Purchasing Agent or designee.

11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.

12. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.

13. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

14. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.

15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.

16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.

17. Shipping – Deliveries must be prepaid. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number, description and part number for each item. Shipments must be identified as "PARTIAL" or "COMPLETE". Over shipments, unless specifically authorized, will not be accepted.

18. Material is subject to Purchasing Agent's inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier's expense.

19. Invoicing – Send invoice promptly for each partial or complete shipment, showing purchase order number. Invoice each Purchase Order separately, in duplicate.

20. Payment - Supplier shall submit invoices to the City for payment of goods and services rendered. Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant's billing rates for Commodities are attached as Exhibit C-1.

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION



**PRICING PROPOSAL
MURRIETA PUBLIC LIBRARY**

DISCOUNTS

Items will be supplied to the Murrieta Public Library at publisher's list price less the following discounts:

<u>FORMAT</u>	<u>DISCOUNT</u>
Trade Hardcover Editions	45.5%
Non-Trade Hardcover & Paperback Editions (short discount)	12.0 %
Publisher's Library Editions	22.0 %
BrodartBound	22.0 %
Hardcover Reinforced Editions (School & Library)	45.5 %
Trade & Mass Market Paperbacks	40.0 %

Titles for which Brodart receives minimal or no discount, and/or the publisher requires prepayment, will be invoiced at the non-trade discount (12.0%) or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

REINFORCEMENT SERVICES

<u>SERVICE OPTIONS</u>	<u>PRICE PER BOOK</u>
BrodartGuard (Paperback reinforced with laminate)	\$2.30
BrodartConvert (Paperback conversion to hardcover)	\$4.50

COLLECTION DEVELOPMENT SERVICES

The Murrieta Public Library may select any of the following Collection Development options.

<u>SERVICE OPTIONS</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
Collection Builder	Online collection development and ordering tool	No charge
	Customized selection lists	No charge
FASTips	Standing orders	No charge
TIPS, Silver	Standard specialty selection lists	No charge
TIPS, Diamond	Customized selection lists	Up to 3 profiles for \$100 monthly Up to 8 profiles for \$200 monthly Up to 15 profiles for \$300 monthly

SHIPPING AND DELIVERY

<u>DESCRIPTION</u>	<u>PRICE</u>
Processed material shipments will be made by best means (USPS, common carrier or UPS ground) and will arrive prepaid for inside delivery.	No Charge

NOTE

The above pricing and discounts will remain in effect for the duration of this contract.

EXHIBIT D

SCHEDULE OF PERFORMANCE

N/A

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

3. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

4. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification. **Acceptability of Insurers** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**AGREEMENT FOR PROFESSIONAL SERVICES
WITH THE CITY OF MURRIETA (“CITY”)**

Project Name/Description (“**Project**”): Collection Development Services

Contract Number:

Consultant Name (“**Consultant**”): Ingram Library Services, LLC

Consultant Address: One Ingram Blvd., LaVergne, TN 37086

Consultant Representative Name and Title (“**Consultant Representative**”): Kathryn Shaw, Senior Contract Management Specialist

Consultant Representative Work Phone and Email: Phone: 615.213.5546
Kathryn.shaw@ingramcontent.com

Effective Date: December 6, 2023

Termination Date: June 30, 2025

Total Not-To-Exceed Contract Amount (“**Contract Sum**”): Forty Thousand Dollars (\$40,000.00) per year, not to exceed One Hundred and Sixty Thousand Dollars (\$160,000) cumulatively.

City Department Contact (“**Department Contact**”): Gretchen Sedlacek

Department Contact Work Phone and Email: 951.461.6147 gsedlacek@murrietaca.gov

Is Federal Funding Being Used to Fund Any Part of The Project (Yes/No): No

RECITALS

- A. The City desires to contract with a Consultant to provide professional services as more further set forth herein.
- B. The City circulated a Request for Proposals for the above-described professional services.
- C. Consultant submitted a proposal to City to provide the above-described professional services.
- D. City Staff has reviewed all the proposals and after considering the demonstrated competence of Consultant, the professional qualifications of Consultant, and the fairness and reasonableness of Consultant’s proposed cost, staff has determined that an agreement to provide the required services should be awarded to Consultant.

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is made and entered into as of the Effective Date set forth above by and between CITY OF MURRIETA, a California municipal corporation (“**City**”) and (“**Consultant**”). City and Consultant may be referred to individually as “**Party**” or collectively as “**Parties**.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference, which may be referred to herein as the “**services**” or “**work**” hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants: a) it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement b) all services set forth in the Scope of Services will be performed in a competent and satisfactory manner; c) all materials used for services will be both of good quality as well as fit for the purpose intended; and, d) Consultant shall follow the highest professional standards and practices in performing the services required hereunder.
- 1.2 Consultant’s Proposal.** The Scope of Services shall include the scope of services or work included in Consultant’s proposal or bid, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal or bid, and this Agreement, the terms of this Agreement shall govern. No other terms and conditions from Consultant’s proposal or bid, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.
- 1.3 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.
- 1.4 Licenses, Permits, Fees and Assessments.** Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
- 1.5 Familiarity with Work.** By executing this Agreement, Consultant represents and warrants Consultant: a) has thoroughly investigated and considered services to be performed, b) has carefully considered how services should be performed, and c)

fully understands the facilities, difficulties and restrictions attending performance of services under this Agreement.

- 1.6 Software and Computer Services.** If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it is familiar with and/or has inspected City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of City. Consultant acknowledges that City is relying on this representation by Consultant as a material consideration in entering into this Agreement.
- 1.7 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.
- 1.8 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

- 2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the rates specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation for all work, including reimbursement for actual expenses, shall not exceed the Contract Sum set forth above. Compensation may include reimbursement, for actual and necessary expenditures, if both are specified in the Schedule of Compensation, as well as approved by City in advance.
- 2.2 Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by

City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

3.0 Time of Essence. Time is of the essence in the performance of this Agreement.

3.1 Term. The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. This Agreement may be extended for up to one, additional two-year period upon the mutual agreement in writing of both parties.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of any ongoing services, which shall be no later than the Termination Date set forth above. Notwithstanding the foregoing, the Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed from City and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify City in writing of the causes of the delay. City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of City such delay is justified. City’s determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this

Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

- 4.1 Representative of Consultant.** The Consultant Representative is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.
- 4.2 Department Contact for City.** The Department Contact (or other person designated by the City Manager) shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Department Contact is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.
- 4.3 Approvals from City.** City approvals or actions, pursuant to the authority of this Agreement, are to be made (unless otherwise specified) either by the Contract Manager, City Manager or by their delegate as provided for in writing.
- 4.4 Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of

competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

- 4.5 Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Therefore, without express written approval of City, Consultant shall not contract with any other City to perform in whole or in part services required hereunder without express written approval of City, and neither this Agreement nor any interest herein may be transferred or assigned. No approved transfer shall release Consultant, or any surety or insured of Consultant, of any liability hereunder without express written consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the "Insurance Requirements" attached hereto as **Exhibit E** and incorporated herein by this reference.

5.2 Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or City arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or City for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

(b) Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively “City” for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

(c) Pursuant to the full language of California Civil Code §2782, Design Professionals agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed that professional’s proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

5.3 Professional Liability. When the law establishes a professional standard of care for Consultant’s services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Indemnitees against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all Claims and Liabilities, consistent with all obligations provided for in this Section 5.3, to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services under this Agreement.

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (“**books and records**”) as shall be necessary to perform the services

required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

- 6.2 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“**documents and materials**”) prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for City.
- 6.3 Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should

Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.
- 7.3 Default of Consultant and Opportunity to Cure.** In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, or reduced, if circumstances warrant, as determined by City. During the period of time that Consultant is in default, City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices, without liability

for interest. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default by conclusion of noticed timeframe, City may immediately both terminate this Agreement with notice to Consultant as well as pursue the remedy in Section 7.4, without prejudice to any other remedy to which City may be entitled at law, in equity or under this Agreement. Any failure on the part of City to give notice of Consultant's default shall not be deemed to result in a waiver of City's legal rights or any rights arising out of any provision of this Agreement.

- 7.4 Termination for Default of Consultant.** If termination is due to the failure of Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City therefor.
- 7.5 Retention of Funds.** Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed

pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

- 7.7 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.8 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.9 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

- 8.1 Non-liability of City Officers and Employees.** No officer or employee of City shall be personally liable to Consultant, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice

describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

- 8.3 Covenant Against Discrimination.** Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

ARTICLE 9. MISCELLANEOUS PROVISIONS

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of City addressed to City Clerk at City of Murrieta, 1 Town Square, Murrieta California 92562, and in the case of Consultant, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none

shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City.

- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.
- 9.6 No Undue Influence.** Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 9.8 Federal Funding.** If federal funding is being utilized to fund any part of the Project, as indicated on the Cover Page of this Agreement, the terms of **Exhibit F** are hereby incorporated herein by this reference. If no federal funding is being utilized, Exhibit F may be omitted.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF MURRIETA, a California municipal corporation

By: _____
Kim Summers, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany Israel, City Attorney

CONSULTANT:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Consultant's business City.

_____, a _____

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

1. MANAGEMENT PLAN

Vendor shall identify a project manager as lead contact person.

Your Senior Sales Representative and your Inside Sales Representative serve as your primary, day-to-day contacts.

You have toll-free telephone access to Ingram Library Services' Customer Service at **(800) 9378200, then press 2, or email Customer Service at the email address listed below.**

To reach any Ingram department, call (615) 793-5000. You will hear options to direct you to the appropriate associate/department. You may also contact your Sales Representative directly at the phone numbers listed below:

Email: ILSCustomerservice@ingramcontent.com

To discuss concerns or issues regarding your account

Senior Sales Representative..... (724) 953-9807

Inside Sales Representative..... (615) 213-5786

Account Services Email: requirements@ingramcontent.com *To Set Up / Update an Account*

Credit Department..... (615) 793-5000, then press 4.

As you may be aware, privacy laws applicable to MPL and to Ingram Library Services LLC significantly restrict the disclosure of personal information.

For any system issues like outages, login problems, Site Help etc. Customer System Technical Support, email us at: ics-techsupport@ingramcontent.com.

Collection Development Customer Service

Although our Programs are organized and automated to allow most libraries to self-serve, our Administrators help libraries daily with everything from routine enrollment edits or cancelling or changing quantities on backorders to transferring Standing Order Program enrollments from another vendor or answering specific questions about why a title did or did not run on a Program.

fiction.standingorders@ingramcontent.com for fiction, video, and iSelect programs.

nonfiction.standingorders@ingramcontent.com for nonfiction and ReviewALERTSM programs.

icurate@ingramcontent.com for iCurate Coming Soon and iCurate Core questions.

colldvhelp@ingramcontent.com for general Collection Development questions, including ODCs and custom lists.

2. MATERIAL TYPES AND COSTS

Provide documentation showing which of these material types the Vendor organization can offer and the discounts offered for each category.

- Trade Hardcover
- Trade Quality Paper
- Mass Market Paper
- Publisher's Library Bindings

- Prebinds
- University Press

Inventory

Ingram leads the industry in maintaining an **on-hand inventory of over 19,000,000 unique titles, representing more than 30,000+ book publishers and 57,000 imprints**. Our unmatched stock of **35,000,000 books+** ensures the fastest and highest fill rates in the industry.

- Ingram's on-hand inventory represents the largest range of publishers in the wholesale distribution business today.
- Ingram provides adult, young adult, and juvenile fiction and nonfiction titles in all subjects in a variety of bindings, including trade hardcover, trade paper, mass market paper, large print, short discount and small press, university press, single library editions, publisher's library editions, graphic novels, board books, easy readers, picture books, pre-bound books, and big books.
- Ingram stocks not only new bestsellers and award-winning titles, but also the deepest inventory of midlist and backlist titles of any vendor
- Ingram offers over **4,000,000** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available on an on-demand basis.
- Ingram's in-stock inventory of Spanish language titles is particularly strong, covering both translations and books originally published in Spanish. It includes adult and children's fiction and non-fiction works. With more than 500,000 titles to choose from today, we actively work with Spanish language publishers to expand this catalog to meet growing reader demand.
- Ingram provides reference, scientific, medical, technical, legal, and other academic and non-trade titles, including materials from university and association presses, small presses, and specialty publishing houses.

Ingram Library Services' inventory goes well beyond that of other library wholesalers because the company is part of the larger Ingram Content Group, which includes Ingram Book Company, Ingram Publisher Services and Lightning Source. Each of these entities contributes to the strength of our stock position.

Ingram Book Company

As a leading supplier of books to bookstores and online retailers around the world, Ingram has established business relationships with publishers of all kinds. Eager to market their books to the vast retail market, these publishers alert Ingram to new releases before they are published and offer a wealth of information about each title both in automated feeds and through meetings with our team of buyers.

Our predictive ordering software then takes over and continuously ensures that each title is stocked appropriately so we have books on hand when you need them. The volume of sales to retail outlets financially supports running our library business out of 5 warehouses located across the country, and it enables us to automate our distribution facilities to provide the fastest fulfillment in the industry.

Ingram Publisher Services

Ingram Publisher Services represents more than 850 publisher clients and more than 4,400 imprints from around the world. These publishers enlist Ingram to be the exclusive distributor of their products. The advantage this brings to our library customers is the guaranteed availability of current titles from these publishers at Ingram distribution centers.

Ingram Lightning Source

With national and international facilities, Lightning Source has a virtual inventory of over 17,000,000 titles representing more than 145,000 publishers. We print only what is needed to meet our customers' current demand-whether that's a single book or 10,000 units.

We make it possible for low-volume titles to stay in print and for new titles to be released. In addition, we offer print on demand for both paperback and hardcover titles. All this translates into wider title selection and better customer service for your patrons and your community.

Lightning Source and Ingram Publisher Services titles are listed in ipage, and you can order them using the same methods available for Ingram titles. There is no need to use a separate account or purchase order.

Ingram Spark

Gain access to custom curated content lists from Ingram's award-winning indie platform IngramSpark. Exclusively provided by IngramSpark Distribution services and featuring:

- Indie books with enhanced product metadata, consumer visibility and marketing

- Top selling titles from 60,000+ indie publishers and authors
- Customized and-curated lists of trending and timely books
- Over 300,000 books available for distribution
- Library-friendly terms guaranteed to simplify the selection and purchase of library materials

International Language Materials

Ingram offers over **4,000,000** titles in world languages ranging from Afrikaans to Yiddish. An additional benefit of our Lightning Source inventory of millions of print-on-demand titles is that many of these world language titles are available on an on-demand basis.

Approximate inventory of each of the top 15 in-demand languages:

Language	Active Titles
German	1,440,880
French	1,310,602
Spanish	420,327
Italian	244,035
Latin	136,289
Russian	80,967
Portuguese	75,683
Dutch	58,962
Chinese	29,442
Danish	26,891
Swedish	17,418
Polish	13,298
Afrikaans	10,137
Hungarian	8,969
Hindi	7,605

An additional benefit of our Lightning Source inventory of over 13,000,000 print-on-demand titles is that many of these world language titles are available on an on-demand basis.

To view a list of all available international language materials in our database, the ipage Power Search tab offers a language filter. From here, you can refine your search using additional filters

such as keyword(s), author, title, and age group. When looking at a list of titles in ipage, you also have filters for language available on the left of the screen.

Hard-To-Find Books

Ingram offers an optional Hard-to-Find Books service on ipage via Ingram's partner for Hard-to-Find Books, Alibris. Alibris is a leading provider of rare, hard-to-find, and antiquarian books. Search options include Title, Author, Subject, Keyword(s) or ISBN/EAN. You can also specify if you want to see only a 1st Edition or Signed copy. This service does not allow for searching for a specific copy of a title.

Books ordered through this service may be used books. ipage rates the condition of the book, such as Good, Very Good, Fine, Acceptable. Notations may also include additional information on the book's condition.

Title details for Hard-to-Find Books includes title, author, binding, condition, publisher, pub date, EAN, Net price (USD) and notation. The cover image displayed is from the ipage database and may not be the actual cover of the book you purchase from Hard-to-Find Books service. The notation may include data such as "Former Library book. Shows some signs of wear and may have some markings on the inside."

Titles ordered under our optional Hard-to-Find Books Service ship from Alibris's distribution facility, not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turnaround times and shipping methods. These titles are sold at the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

Special Terms for Hard-to-Find Books Service

- Not covered under Ingram contract terms and discounts.
- Do not receive cataloging or processing services.
- Receive net pricing.
- No minimum order required.
- Ingram invoices customers for Alibris orders, and these invoices also appear on the monthly Ingram statement.
- Titles ship from Alibris's distribution facility, not an Ingram warehouse. Therefore, they ship separately from your Ingram orders, perhaps with a different carrier and may have different turnaround times and shipping methods.
- Delivery charges and freight charges vary from your standard Ingram orders, and we apply a \$3.95 per book shipping and handling fee if shipped within the United States.

Pre-Binding Services

Our inventory includes over 19,500 prebound titles from Perfection Learning and San Val (Turtleback Books). Please note that a third-party vendor, Heckman Bindery, Inc., provides this service.

These editions are searchable by publisher or binding through ipage® Power Search and are also identified on ipage® as Prebound-Sewn or Prebound-Glued.

Turtleback Books have a double-fan adhesive binding and durable spine, and the quality and workmanship of the binding is guaranteed for the life of the book. The vendor scans original artwork, digitally prints on durable paper stock to fit the new binding, and laminates books in a polyester film that easily wipes clean.

Paperback pre-binding services are offered through Ingram's partnership with The HF Group (formerly Heckman Bindery). The cost of this service is \$7.00 per book (\$14.65 for set binding for custom book box set). Since this is a pass-through charge, any price increases will be passed along to the Library.

The resulting product provides:

- Strong, double-fan adhesive binding
- Archival quality endpapers and adhesives
- Flex-board reinforced spine
- Flannel-cloth binding reinforcement
- Digitally reproduced graphics • Nylon lamination film
- Durable binder's board cover

Discounts

Format	Discount
Hardcover	45.0%
Trade Quality Paper	40.0%
Mass Market Paper	40.0%
Publisher's Library Binding	15.0%
Prebind	10.0%
University Press	10.0%
Shorts	10.0%
Graphic Novels	40.0%
Nets	0.0%

Spoken Word	45.0%
DVD	< \$14.99: 35.0% \$15.00-\$19.99: 30.0% \$20.00+: 25.0%
Music	5.0%

** Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram’s purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.*

*** Ninety to ninety-five percent of all Spoken Word Audio CD is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.*

**** Although the majority of Ingram’s DVD inventory is eligible for the maximum discounts, some titles receive smaller discounts.*

Definitions of Binding Types and Presses

Discounts are applied to the publisher’s current list price. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by utilizing the *Price this List* feature on ipage®.

In determining which titles receive less than full trade discounts, Ingram categorizes books for pricing purposes by considering the binding, cost of acquisition, general marketing categories, publisher’s discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs.

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage®.

University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses.

Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Large Print: Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.

Picture Books, Board Books, Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage® as Prebound-Sewn or Prebound-Glued

World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade

discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

Net: Low demand, small print run books in various binds and categories upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with **no service charges**.

**See Short Discount for explanation on titles that may fall outside of this discount category.*

Freight Terms

We are pleased to offer **Ingram-paid freight from your designated primary and secondary distribution centers**. We hold orders until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. We ship FOB Destination. With FOB Destination, Ingram is responsible for product until delivered to its destination; liability lies with the receiving agency thereafter.

When freight charges on an individual account surpass 3.0% of the account's expenditures, Ingram reserves the right to add fuel surcharge, with notice. These charges appear as Shipping and Handling charges on your invoice and are subject to change with notice.

ipage® ipage is Ingram's online collection development and ordering tool for librarians, combining the industry's largest inventory with complete title information, including pre-pub metadata, collection development resources, reviews, and real-time stock check. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-touse ordering capabilities and other features **at no cost for unlimited concurrent users**.

You can access ipage at <https://ipage.ingramcontent.com>. Via ipage, you can access and manage your library's account (s) specific information, at your convenience, **24 hours a day, 7 days a week**.



As a web-based tool, ipage offers 24/7 real-time inventory information, the ability to search by thousands of categories, as well as a wide array of publicity and product news sources. ipage features include:

- † Simple search by Title, ISBN, Author, Keyword, Series, Dewey®, and more
- † Ingram stock information and real-time stock check
- † Title descriptions
- † Physical Information, LC Subjects, LCCN, Dewey
- † Ability to create, edit, download, and/or order lists by clicking titles within ipage, importing a document to ipage, or pasting EANs into ipage.
- † Ability to sort by Author, Title, Binding, Dewey, ISBN, Price, Pub Date, Publisher, Standard Retail Price, Ingram Demand, and more.
- † For video product: additional Information such as Features, View, Number of Units in Package, Awards, Dewey, Based on the Book
- † For video product: Advanced search by Directed By, MPAA Rating, and Featuring/Title
- † For video product: Sort by Title, Featuring, Product Code, Format, Studio, Release Date, US SRP
- † For music: Simple search by Title, Product Code/EAN, Artist, Song Keyword, and more

- † For music: Sort by Album Title, Artist, EAN, Media, Label, Release Date, Suggested Retail Price.
- † List sharing options
- † Option to download brief MARC order records
- † Ordering and order status information
- † Account management and reports
- † ipage selection lists created by Ingram staff librarians
- † Current publicity information
- † Online catalogs
- † Annotations and citations
- † Cover images for selected titles
- † Power search
- † Boolean search
- † Saved search
- † Access to search all titles in our Extended database
- † Excerpts for selected titles
- † Journal review citations
- † Full text reviews from selected journals for a nominal annual fee

Your ipage accounts are created so that a library-designated administrator has oversight capabilities to aggregate lists and manage users. The Administrator can add additional ipage users as required by the Library. Each user will be assigned a unique login and users can set their own password.

We want ipage to be customer-driven and to **allow users to individually customize their ipage experience**. Users have tools to assist in prioritizing critical information they need to search, order, and deliver more content to more patrons.

Because ipage focuses on personalization and intuitive functionality, customizable widgets allow users to design their own homepage with tools they use most. Users can easily track bestsellers, access online catalogs, view custom lists, and bookmark favorite destinations in and outside of ipage.

Benefits of ipage home page include:

- A [simplified menu structure](#) allowing our customers to quickly find what they are looking for.
- [Roll-over drop-down menu options](#) for each functional area of ipage, which enable users to reach content with less effort.
- Suggestions from Ingram product experts in our Ingram [Lists & Picks](#) column on the Browse menu.
- [Ability to customize the homepage](#), including option to remove widgets and to select a background theme.
- [Enhanced Simple Search options](#), including the ability to search across multiple product types.

ipage Searching

- ipage displays [Simple Search](#) at the top of every page, allowing fast, efficient search for titles. Simple Search options for print books include Title Keyword, Start of, Phrase, or Exact Title; Author; ISBN/EAN; Keyword(s); Series; Dewey.
- [Power Search](#) allows ipage users to isolate their search to a narrower list of titles, by using some or all a specific set of search criteria. Through Power Search, ipage users can look for titles by publisher, subject heading, format, language, and other filters not listed on the Simple Search feature. You can input search criteria for up to 25 data points. The more search criteria added, however, the fewer results the search returns.
- [Boolean searching](#) is like power searching but uses Boolean terms and focuses mainly on criteria in the Title, Contributor, Publisher, BISAC, Ingram Theme, and Series fields. You can also add search criteria on Language, Age Group, Binding, Publication Date, etc. Under "further criteria," Boolean searching allows users to select multiple attributes.
- [Predictive Search](#) is an optional functionality on ipage that allows for more efficient searches across our entire database. Using our top-demanded product data, it suggests autocompletions of search term(s) typed into the search bar, including Title (Start of) and Author.
- [Street Smart Titles](#) list under the Browse tab on ipage enables you to view a list of titles with a hard street date from the publisher. This Street-Smart list focuses on titles up to 18 months pre-publication.
- [Search results](#) allows sorting by Title, Author, EAN/ISBN, Binding, Publisher, Pub Date, or SRP, and users can quickly jump to specific places in the result. The Search Result View also includes options at the item level.
- [Saved Searches](#). This time-saving feature is a great way to organize searches a user might perform on a regular basis. Users can save searches as a new search or as a replacement for an existing search. ipage automatically purges saved searches from the user's account 13 months after the last accessed date shown on ipage.

ipage Search Refinements ipage provides multiple criteria for refining title lists from search results or selection lists:

- **Search within Results:** To the left of your results is a box for searching within your results. Enter your search words and click the **Search** button. You can further refine your results as needed using the options and search feature located on the left.
- **Search Filters:** Search Filters provide a better search experience for customers who do not purchase compilations, collections of public information, or reproductions of previously published public domain titles. This filter allows you to hide these product types from your search results.
- **Refine Search Results:** Depending on the list, search refinements might include Age Group, Binding, Publication Date, which may also include Forthcoming Titles, Contributor, Price, Format, Awards, Citation Source, BISAC Categories, Dewey Categories, Ingram Categories, Language, and Features. You can collapse and expand a field to better meet your search needs by clicking on the up/down arrow to the right of each field. The next time you search, ipage remembers those fields you have collapsed or expanded.
- **Quick Limit** - If refinement terms you use in your search are in the top three displayed under the refinement field, check them off and click 'Update' to quickly limit your results. You can now select multiple terms to drill into your results.
- **Search the Full List** - If your search terms do not appear among the top three under your refinement option or if you want to exclude terms from your results, click the "More..." link next to any field.
 - **Including and Excluding Search Terms.** After clicking the "More" link under the search refinements, you can further refine your results by selecting or excluding as many terms as you like. Scroll the list of terms by dragging the scrollbar up and down.
 - Search for terms by entering letters, and a text filter will quickly reveal matches.
 - Select as many terms as you would like to include in your results by checking them off in the 'Include' column.
 - Exclude as many terms as you want by checking them off in the 'Exclude' column. ○ Verify your selection with the intuitive green (include) and red (exclude) bubbles.
 - Remove anything you do not want by clicking on the 'x' on the right side of the bubble or by unchecking it in the 'Include' and 'Exclude' columns.
 - Click the 'Update' button to apply your refinements or 'Cancel' to return to your results.

- For each refinement you apply, a breadcrumb appears at the top of your search results, making it easy to later remove any limiters you applied.

A Title Detail page on ipage includes title, contributor (author, illustrator, editor, etc.), ISBN/EAN, publisher or studio, suggested retail price, binding or format, pub date or release date, and copyright date.

Details may also include any of the following as provided in the publisher metadata: cover image, BISAC categories, LC subjects, themes, OCLC number, Dewey, LC subjects, series, awards, features (Index, Price on Product, Excerpt, Illustrated, Maps), initial print run, target age group, physical information (dimensions, weight, number of pages), carton quantity, annotation, description, publisher marketing, review citations, review quotes, biographical notes, and full text reviews.

Children's titles may include Accelerated Reader®, Scholastic Reading Counts!™, and Guided Reading Level information. ipage Title Detail screen shows alternate bindings/formats for a title, when available. ipage title details update daily, providing customers the most current publisher-provided information available.

Street Smart

Ingram understands the importance of getting high-visibility titles into the hands of Library patrons at the same time those titles appear in local bookstores.

Titles designated as part of our **Street-Smart** program include any upcoming new releases with publisher-assigned release dates. Within publishers' parameters, Ingram makes every effort to quickly turn around hot new release titles to arrive in libraries before street date.

We cannot control publishers' street dates. We do, however, work closely with publishers for news of publishing date changes or unexpected releases. We provide updated information via ipage® as soon as publishers make such information available, which enables library staff to check the status of any title as its scheduled street date approaches.

We strive to deliver titles before their street dates to libraries with a Street-Smart affidavit on file. However, because our ability to deliver titles in time for release date is contingent on the publisher providing those titles to us, we cannot guarantee arrival on or before release date.

Occasionally, factors such as supply or transportation issues can compromise our ability to deliver by release date. In such instances, the level of custom processing or cataloging profiled on a Library account may, in addition, cause the title to be delivered after street date.

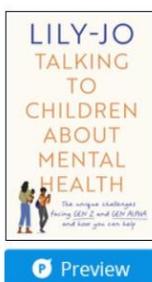
To receive Street Smart designated titles on or before the release date, the Library should complete a signed affidavit agreeing not to display, circulate, or sell for advanced reading a title before its publisher-assigned release date. Without this agreement, Ingram cannot ship Street Smart titles

until one day prior to the publisher’s release date, in accordance with our own agreements with publishers.

Occasionally, publishers assign stricter release date parameters to certain forthcoming titles. These titles are part of our **Street Smart Select program and, typically,** are major releases with large print runs and significant publicity campaigns. Like for Street Smart titles, we ask the library to sign an affidavit to receive Street Smart Select titles in advance of their release dates.

Ingram provides advance notification of Street Smart Select titles, including any order deadlines or minimum order quantities required to participate in the early delivery program. Per the publisher specific guidelines, without a signed affidavit, distributors may not be permitted to deliver Street Smart Select titles until one day before the on-sale date.

Talking to Children about Mental Health: The Challenges Facing Gen Z and Gen Alpha and How You Can Help - Street Smart 
Contributor(s): [Lily-Jo](#) (Author) 



ISBN: 0281087822 EAN: 9780281087822

Publisher: [SPCK Publishing](#) ([View Publisher's Titles](#))

US SRP: \$14.99 US

Binding: Paperback

Copyright Date: 2023

Street Date: January 19, 2023

Pub Date: January 19, 2023

Annotation:

A practical guide to help adults understand the unique mental health challenges facing our children, teenagers and students today.

This item is **Not Returnable**



Searching for Street Smart Titles in ipage®

The Street-Smart list under the Browse tab on ipage® enables libraries to view a list of titles that have a hard street date from the publisher. This Street-Smart list focuses on titles up to 18 months’ pre-publication.

3. GENERAL SELECTION CRITERIA

Vendor must be able to provide collection development support for all formats utilizing customized selection lists.

Ingram complies.

Collection Development Services

Ingram’s Collection Development team comprises 10 MLS-degreed librarians and managers, 4 long-term publishing industry expert administrators, and 1 data manager partway through her library degree.

Our 10 librarians each have at least five years of public library experience, and the Collection Development team has almost 300 years of library and/or publishing experience combined.

Members of the team have participated in local, state, and national library conferences and have presented on collection development, forthcoming books, the elements of a good picture book, selection tools, library marketing, Dewey versus BISAC organizational schema, library technology, handling difficult patrons, library staff development, and more.

The Collection Development team is well-known for top quality selection lists for Opening Day Collections (ODCs) and ad hoc lists, and libraries purchase Ingram’s custom Collection Development services for projects when lists from other vendors do not work.

Ingram’s MLS-degreed librarians and Program administrators work with you to find materials and develop your collections. Using their public library selector experience, and tracking trends that impact reading behavior, they identify titles you need for a well-balanced, diverse, relevant, high-circulating collection.



Ingram offers a wide range of cutting-edge and comprehensive Collection Development services, branded as iCurate. Grouped into five overarching services, they reflect the work of MLS-degreed librarians rather than canned lists and automated queries—No Robots Here!

Our Collection Development Librarians have built and daily maintain a proprietary database with value-added data, such as diverse title distinctions, assigned genre, and state interest, along with the more standard metadata.

We meet with large and small publishers throughout the year to learn about forthcoming titles, publicity, and other important publisher news. And, because Ingram is the main provider of books to bookstores, large retail stores, and online booksellers, we can generate reporting that identifies “hot” titles before they become popular in libraries.

Our services include:

- iCurate *Complimentary*: Curated Lists & Standing Order Programs
- iCurate *Coming Soon*: Forthcoming Monthly Title Subscription

- iCurate *Core*: One-Time Gap Analysis
- iCurate *inClusive*: Diversity Audits Made Easy & Follow-Up Audits
- iCurate *Custom*: Ad Hoc Lists, Opening Day Collections, & Ongoing Curation

Ordering Prepublication

Need orders placed pre-publication? We've got you covered. Because most libraries order titles at least three months pre-publication, we run most of our Collection Development services three to six months prepublication. This gives libraries time to import brief records into their OPAC so patrons can place holds. It also means our library customers receive stock from the initial publisher printing to have the newest titles on shelves by street date.

Many of our complimentary lists on iPage feature new and forthcoming titles, including High Interest Title Selections (HITS) for each age group, featuring the titles we expect to be most popular; Debut Author lists; Large Print; and more.

The complimentary Standing Order Programs/New Title Notifications feature pre-publication titles in 19 of our 20 programs, including author, series, continuations, and hand-selected programs for all ages. Additionally, our affordable hand-selected monthly subscription service, iCurate® Coming Soon, includes titles on the 26 monthly lists three to four months prepublication.

iCurate *Complimentary*: Curated Lists

iCurate *Complimentary* includes thousands of hand-selected lists available without charge to customers on iPage in the Curated Lists tab. These lists are broken down into Adult, Children's, Teen, Audiovisual, Award & Noteworthy, and K12 and updated regularly: weekly, monthly, quarterly, or annually, depending on type of list.

Our lists receive tens of thousands of views and downloads each month and include *High Interest Title Selections (HITS)* of the most anticipated forthcoming titles in each area, *Top Library Titles* lists to help fill in gaps after weeding or during regular maintenance, and much more.

<p>Adult</p> <ul style="list-style-type: none"> • Adult/YA Crossovers • Asian Interest • Black Interest • Debut • Genre Fiction • Graphic Novels • Greatest HITS (High Interest Title Selections) • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Large Print • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Subject Lists • Top Library Titles • Virtual Book Display 	<p>Children's</p> <ul style="list-style-type: none"> • Asian Interest • Black Interest • Board Books and Big Books • Children's/Teen Crossovers • Debut • Genre Fiction • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Top Library Titles • Virtual Book Display 	<p>Teen</p> <ul style="list-style-type: none"> • Adult/YA Crossovers • Asian Interest • Black Interest • Children's/Teen Crossovers • Debut • Genre Fiction • Graphic Novels • High/Low • HITS (High Interest Title Selections) • Indigenous Peoples Interest • Latinx Interest • LGBTQIA+ Interest • Middle Eastern Interest • Social Awareness • Spanish Language Books • Top Library Titles • Virtual Book Display
<p>Audiovisual</p> <ul style="list-style-type: none"> • Audiobook: Adult Forthcoming Audio • Audiobook: Youth Forthcoming Audio • Video • Video Game 	<p>Award & Noteworthy</p> <ul style="list-style-type: none"> • 2020 Eisners (Graphic Novels) • 2020 Harvey Award (Graphic Novels) • ALA Awards 2021 • Best Books and Notables from ALA 2021 • Excellence in Graphic Literature Awards 2020 • Libraries Transforming Communities Grant • NEA Big Read • Starred Reviews 	<p>K12</p> <ul style="list-style-type: none"> • Homework Help • Picture Book Themes & Concepts • Recently Released • Reference • STE(A)M & Makerspace

The *Virtual Book Display* sections feature trending and timely topics, such as *Artificial Intelligence in Fiction*; *Don't Bug Me: Creepy Crawlies in Fiction*; and *Halloween Cooking*, while our *Subject Lists* category feature regularly updated topics always of interest, such as *English Language Learning*; *Homeschooling*; *Nonfiction Classics & Essentials*; *In the News, Movie/TV Adaptions*; and many more.

"I am LOVING these [ipage®] lists! Not only are they helpful with regular collection development work, they're making it easy to put together mini collections for display.

LOVE THEM!"

— Katie J., Adult Collection Development Coordinator

Ingram recognizes the need for more diverse books and creates regularly updated lists of diverse titles, such as *Asian Interest*, *Black Interest*, *Diverse Families*, *Income Inequality*, *Indigenous Interest*, *Latinx Interest*, *LGBTQIA+ Interest*, *Mental Health*, *Middle Eastern Interest*, *#ownvoices*, *Serious Illness*, *Social Emotional Learning*, *Spanish Language Books*, and *Special Needs*.

Black Interest

[Black Graphic Novels](#) - 07/24/2023 [New & Forthcoming Black Fiction](#) - 10/09/2023 [Street Lit New & Forthcoming](#) - 10/09/2023 [Street Lit New & Forthcoming](#) - 10/09/2023
[Black History and Culture](#) - 07/06/2023 [New & Forthcoming Black Nonfiction](#) - 10/13/2023

Our Collection Development librarians mark diverse title distinctions in our databases, as we work titles that feed in every day from publishers. We can therefore identify as many quality, diverse titles as possible, both when creating these diverse category lists and when creating lists for all other projects.

For customers who like to find titles serendipitously in ipage, we have created an “Expertly Curated” icon that appears under a title in your Search Results or Selection Lists. It indicates that a title is in one or more of our Curated Lists.

Within the title detail page, you can view lists on which the title appears and click straight into any of the featured lists. So, if you were interested in the book *Little You* because you were looking for Indigenous Peoples Board Books, you could click directly into the *Indigenous Peoples Board Books* Curated List to instantly find 18 other quality titles.



Pricing: Complimentary

iCurate Complimentary: Standing Order Programs/New Title Notifications

The Ingram Collection Development department curates, maintains, and manages 20 Standing Order Programs to help libraries easily track and order.

Programs include forthcoming titles from bestselling authors for all ages; Easy Reader series, Fiction, Nonfiction, and Graphic Novel series for all ages; Nonfiction and Travel Continuations; ReviewALERTSM Programs for Adult and Youth; hand-selected Programs for Board Books, Picture Books, Adult & Youth Nonfiction, paperback original Adult Fiction, and mass market genre Fiction; a popular video Program; an awards & state lists Program; and Ingram’s proprietary build-your-own Standing Order Program, iSelect[®].

Ingram's Standing Order Programs have been ranked as the best in public library surveys and offer several advantages unmatched in the library market:

- [Convenient](#): Enrollees can manage their profiles online through ipage 24/7, and any changes to the enrollment profile take effect immediately with no waiting.
- [Current](#): Ingram librarians and administrators hand-select and maintain offerings to ensure programs include only active offerings. We know libraries do not want to encumber their budgets with titles that will never publish because those titles are completed or discontinued offerings, so we meet and work with publishers continually to stay on top of publishing news.
- [Commitment-Free](#): With Ingram, you do not receive titles unexpectedly in your library. Customers can enroll in either Auto-ship, which delivers a list to ipage and allows two weeks for editing before the order places automatically, or in in Report Only, to receive lists, which they can edit and order on their own time schedule.

We order most titles 2-3 months prepublication (sometimes up to 6 months for the most popular authors), and you may cancel backorders at any time before they arrive in our warehouses. In addition, Ingram does not alter the return policy on titles ordered through our Standing Order or Continuation Programs—it is the same return policy no matter how you order or learn about the title.

- [Complimentary](#): Ingram never reduces the discount or elevates pricing on titles running on a Standing Order Program. Our 20 Standing Order Programs truly are complimentary. There are no hidden costs.
- [Customizable](#): Customers can mix-and-match Program profiles an infinite number of ways to ease their workflow and ordering process. They can rename any profile for easy identification and to prevent over or under-ordering.

Our Programs allow line-item grids, so if a library typically wants specific branch allocations and funding codes for the works of a specific author, and different branch allocations for the titles of another author, it can simply select the correct grid for each offering in the enrollment form.

Then, when lists are delivered, correct grids are already applied.

Although we encourage libraries to review their Program lists, many Author (Adult) and Nonfiction and Travel Continuations customers with line-item grids established simply allow lists to order automatically.

- [Customer Service](#): Two long-tenured Customer Service Administrators provide special customer service for Standing Order Program customers. Although our Programs are organized and automated to allow most libraries to self-serve, our Administrators help libraries daily with everything from routine enrollment edits and cancelling, changing quantities on backorders, to onboarding new Standing Order Program customers.
- [Comprehensive](#): Ingram provides 20 Standing Order Programs for Children, Teens, and Adults in multiple formats to cover the entire library:

Programs—Adult

Author Fiction (Adult)—Provides the latest hardcover (and large print & audiobook) releases from customer-selected bestselling adult Fiction authors—our most popular Program. Program runs twice a month and includes titles up to 6 months prepublication.

Forthcoming Popular Nonfiction (Adult)—Provides the best forthcoming Nonfiction titles each month, customizable by Dewey® Century and hand-selected by our expert librarians. Offers options for large, medium, and small libraries. Program runs monthly and includes titles up to three months prepublication.

Mass Market Genre Fiction (Adult)—Gives customers the top five new titles each month in the Fiction genres they select, including: *African American*; *General Fiction A, B, & C*; *Mystery A, B, & C*; *Romance A, B, C, D, & E*; *Speculative Fiction*; and *Westerns*. Program runs once a month and includes titles up to two months prepublication.

Nonfiction Continuations (Adult)—Provides timely notification of regularly updated Nonfiction titles in a variety of subject areas from atlases to writing handbooks. If you don't want to receive a title every time a new edition releases, you can select a desired cycle. Program runs twice a month and includes titles up to four months prepublication.

Nonfiction Series (Adult)—Provides the latest series Nonfiction geared toward adults, including “For Dummies” and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.

Paperback Original Fiction—Provides notification of the original trade paperbacks (20/month or 40/month) forecasted to have the highest demand. Program runs once a month and includes titles up to two months prepublication,

Popular Series (Adult)—Sends customers list of the newest and hottest titles from the popular adult Fiction series the customer selects. Program runs once a month and includes titles up to three months prepublication.

ReviewALERTSM (Adult)—Notifies customers of book reviews in their selected journals (*Booklist*, *Kirkus*, *Library Journal*, *Publishers Weekly*); can be limited by Dewey® Century, Fiction, and Graphic Novels to save time, as well as starred reviews, unstarred reviews, and all reviews. Program runs twice a month.

Travel Continuations (Adult)—Offers a flexible method of receiving regularly updated travel guide titles. If you don't want to receive a title every time a new edition releases, you can select a cycle. Program runs twice a month and includes titles up to four months prepublication.

Programs—Youth

Author/Illustrator (Children's)—Offers the newest titles by bestselling children's authors and illustrators (ages 0-12). Program runs twice a month and includes titles up to six months prepublication.

Author (Teen)—Offers the newest titles by bestselling YA authors (ages 12-17). Program runs twice a month and includes titles up to six months prepublication.

Easy Reader (Youth)—Sends notification of the newest titles from customer-selected leveled beginning reader series. Program runs twice a month and includes titles up to three months prepublication.

Nonfiction Series (Youth)—Provides the latest series Nonfiction geared toward youth, including DK Eyewitness Books and hundreds of others. Program runs twice a month and includes titles up to three months prepublication.

Picture and Board Books—Offers the best upcoming Picture Books and Board Books. Handselected by a children's librarian, this Program offers 25 or 50 Picture Books and 10 or 20 Board Books. Program runs once a month and includes titles up to three months prepublication.

Popular Nonfiction (Youth)—Offers the top hand-selected titles in Easy Nonfiction (10 titles), Juvenile Nonfiction (15 titles), and/or YA Nonfiction. Program runs once a month and includes titles up to three months prepublication.

Popular Series (Youth)—Sends customers lists of the newest titles from popular youth Fiction series. Program runs twice a month and includes titles up to three months prepublication.

ReviewALERTSM (Youth)—Notifies customers when titles receive a review in their selected journals (*Booklist*, *Bulletin of the Center for Children's Books*, *Horn Book Magazine*, *Kirkus*, *Publisher's Weekly*, *School Library Journal*); can be limited by industry standard age ranges and Graphic Novels and starred reviews, unstarred reviews, and all reviews to save time. Program runs twice a month.

Programs—For All Ages

Awards* Book Clubs* State Lists—Offers new award winners and honor books, major book club picks, and state lists. Program runs the day after books are awarded/announced.

Graphic Novel (Adult & Youth)—Features expertly hand-selected and age-ranged Graphic Novel series. Program runs twice a month and includes titles up to three months prepublication.

iSelect[®]—Ingram's own build-your-own Standing Order Program includes BISAC subject categories and sub-categories selected by the customer and is based on Ingram buy level; can also be filtered to view or exclude titles from specific publishers. Program runs every Sunday.

Popular Video (Adult & Youth)—Provides weekly notification of the latest blockbusters, independent films, foreign films, classics debuting on DVD, TV series (Youth), TV series (Adult), TV movies/mini-series (Youth), TV movies/mini-series (Adult), documentaries, anime, and family film on DVD, Blu-ray, DVD/Blu-ray combo, and Blu-ray 3D. Program runs every Thursday.

Pricing: Complimentary

iCurate Connection: Collection Development Services Newsletter

The Ingram Collection Development team continually updates our Standing Order Programs to ensure that offerings remain active and will produce titles. To keep customers updated on those changes, the team publishes a monthly newsletter, *iCurate Connection*, listing changes and news of each program.

Important Standing Order Program information such as new offerings, offerings ceased by the publisher, titles that won't run on a Program and the reason they won't run, important author or publisher news related to specific offerings, and frequency changes in publication schedules is shared monthly via this electronic newsletter delivered to your inbox.

In addition, the newsletter contains articles written by our Collection Development librarians covering a variety of topics related to collection development and publishing. Past topics have included "Social-Emotional Learning in Picture Books," "Power of Storytelling," "Surviving the Holidays," "Top Adult Debut Titles," and "On Your Mark, Get Set, Bake."

iCurate Coming Soon: Forthcoming Monthly Title Subscription

Easily manage new and forthcoming titles with Ingram's suite of librarian-curated lists delivered on the first of every month within ipage®. Featuring far more than bestsellers, this annual subscription offers three size options by category, which allows you to efficiently maintain a relevant collection while our librarians do the work.

Our collection development librarians stay informed of publishing and cultural trends and use their public library experience to tailor each list to include titles they would select for their own public library to increase circulation.

Lists are balanced according to the typical American public library—more Picture Books than Board Books, more YA Fiction than YA Nonfiction, and more Adult Nonfiction 600s than 400s. *Coming Soon* lists also follow publishing-industry schedules and reflect the seasonality of different subjects throughout the year, so they might include more titles in October than in February.

You can subscribe to Adult, Children's, and/or Teen lists and mix-and-match small, medium, and large lists within each age category—there is no price difference between sizes, and you can change the size at any time. Get lists in the following subjects:

Adult Lists (15 lists)

Adult Fiction

Adult Graphic Novels

Adult Large Print Fiction & Nonfiction (2 lists)

Adult Nonfiction 000s – 900s & Biographies (11 lists)

Children's Lists (8 lists)

Board Books
Picture Books
Easy Nonfiction
Easy Reader Fiction & Nonfiction (2 lists)
Juvenile Fiction
Juvenile Graphic Novels
Juvenile Nonfiction

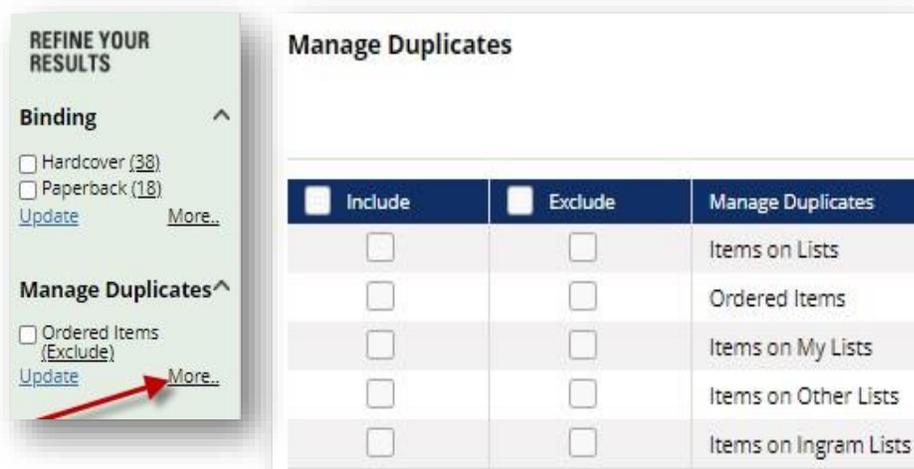
Teen Lists (3 lists)

Teen Fiction
Teen Graphic Novels
Teen Nonfiction

Ingram's iCurate *Coming Soon* features an **Enhanced Duplication Management** tool in ipage, available exclusively for *Coming Soon* subscribers. The tool allows libraries to manage duplicates on customer-created and Ingram-delivered Selection Lists, iCurate *Complimentary* Curated Lists, and in Search Results quickly and easily.

It allows users to filter Selection Lists and Search Results to include or to exclude titles already on another Selection List(s), Ordered from Ingram, and/or in their Holdings (if submitting holdings to Ingram via Z39.50).

1. Search results and Ingram Curated Lists (hiding duplicates) – When a user searches and receives a list of results or views the iCurate *Complimentary* Curated Lists in ipage, *Coming Soon* customers see on the left side of the screen an additional set of options for filtering.



Under **Manage Duplicates**, users can *Exclude* titles from view if those titles are already on a Selection List, Ordered from Ingram, or in their Holdings (if participating). This is a quick, easy way

to eliminate those titles from view in Search Results or the Curated Lists so that you don't accidentally add duplicates to a list you are creating.

2. **Selection Lists** (deleting duplicates) – In a Selection List (customer-created or Ingram-created, such as iCurate *Coming Soon* or Standing Order Program lists), users can filter to *include* duplicates to make it easier to remove those from their Selection List. Once your list shows only the duplicates, you can then choose to delete all visible titles from your selection list with a simple click, or to review each one and hit the delete icon when desired. The icons showing Lists on which a title duplicates help you determine if you need multiple copies of a title.

iCurate *Coming Soon* has garnered praise for its quality and comprehensiveness: “I am already happy with the titles I wouldn't normally see in my review lists. Gathering these titles would require extra work and time I rarely have. A+!” (Jeremy Bloom, Lincoln Parish Library)

Ingram's iCurate *Coming Soon* has several advantages for libraries wanting monthly custom lists delivered:

Cost-Effective:

- Annual subscription is \$775/age level (Adult, Children's, Teen)
- Select All Ages & save: \$2,100 per year
- No hidden costs—discount is the same whether you get a title through this service, and we do not change the returns policy

Convenient:

- **Enhanced Duplication Management** feature for quick-click deduplication against your Holdings, On Order, or In a Selection List
- Allows you to quickly deduplicate *Coming Soon* lists, Selection Lists, iCurate

Complimentary Curated Lists, and Search Results across ipage

- **Enhanced Duplication Management** available exclusively to iCurate *Coming Soon* subscribers

Customizable:

- Mix & match small, medium, and large lists by collection
- Select list size based on circulation, budget, or selector preference
- Have lists delivered to specific ipage account users based on how you set up enrollments

Comprehensive:

- Forthcoming, new, and timely titles selected by MLS-degreed librarians
- Date range up to 120 days prepublication

- No gaps or duplication within the iCurate *Coming Soon* service

Your iCurate *Coming Soon* lists never overlap each other, so you will never see the same title run multiple times on a list or on multiple lists. To maintain affordability, *Coming Soon* lists reflect the binding preferences of most of our customers:

1. Hardcover
2. Trade Paperback
3. Library Binding
4. Mass Market Paperback

and will not include reprints unless it is truly a new edition with updated content.

The iCurate *Coming Soon* subscription ensures you don't miss big titles and balances midlist titles and other parts of the collection. It catches those titles that quickly and unexpectedly explode in popularity when released. To that end, our librarians select titles for *Coming Soon* lists using a rolling set of publication dates (Last Month + Current Month + 3 Months).

Most titles on *Coming Soon* lists publish in the latest month available (for example, October titles in the July 1 lists); titles published in other months in the date range may also be included, based on predicted popularity and review coverage.

Drop-in titles will also be included to help your library selectors see popular titles you don't want to miss. These are titles our librarians believe necessary to build a balanced collection over the course of the year and include bestsellers, standard titles, and books on topics that help round out a public library collection.

Want to keep your Author Standing Order Program, with its line-item grids, and other Standing Order Programs while still avoiding duplicates? The Enhanced Duplication Management feature makes that easy.

Annual Pricing: \$775 Adult, \$775 Children's, \$775 Teen, or \$2,100 for All Ages

iCurate Core: One-Time Gap Analysis

From time-to-time, our collections get out of balance and are missing key titles or even sections. At other times, we simply want to know how current, complete, and relevant our collections are.

Ingram's Collection Development librarians have all worked in public libraries and have struggled with these issues first-hand. That's why we created iCurate *Core: Essential Collection Gap Analysis* for the public library. *Core* allows a library to rebalance their Adult, Teen, and/or Children's collections with a one-time list suite of essential titles currently lacking.

The iCurate *Core* service provides a one-time set of lists that include classics, standards, evergreen titles, and new, popular titles a public library should own, compared to an author/title match of your submitted holdings, to identify which titles your collection is missing. Our team of experienced, MLS-degreed librarians create the iCurate *Core* lists.

The lists come in an Excel list format with value-added information and estimated actual customer pricing to make it easier to budget. Besides standard fields such as title, author, publisher, EAN, Dewey, BISAC, pricing information, and more, these lists include fiction genre category and public library ranking to help prioritize purchases.

We mark your holdings so that you can determine if you want to purchase additional copies of a title or to replace a worn version, and you can ordering via your usual means or by emailing the spreadsheet to Ingram's Customer Care team.

Adult Lists

Adult Fiction

Adult Graphic Novels

Adult Nonfiction 000s – 900s and Biographies (11 lists)

Children's Lists

Board Books

Picture Books

Easy Nonfiction

Easy Reader Fiction

Easy Reader Nonfiction

Juvenile Fiction

Juvenile Graphic Novels

Juvenile Nonfiction

Teen Lists

Teen Fiction

Teen Graphic Novels

Teen Nonfiction

We can match your holdings by author/title, so that different bindings of a title already in your library, such as hardcover versus paperback, should show as held. Occasionally the metadata may not match between bindings, or the EAN in your catalog has been out of print long enough that it no longer appears in our database. In those cases, we cannot match different bindings, and the title on your list may appear as un-held.

You can purchase *Core* lists once, every few years, or annually. They provide a starting point showing which essential and currently popular titles are missing from your collection. This means you don't have to spend precious time identifying gaps and searching for quality replacement titles. You also can use the lists to replace essential titles previously weeded due to poor condition.

Pricing: \$1,000 each for Adult, Children's, or Teen, or \$2,800 for All Ages

iCurate *inClusive*: Diversity Audits Made Easy



Books can allow children and adults to see themselves and others represented in the text. (Rudine Bishop). According to [School Library Journal](#), almost 95% of librarians agree that having a diverse collection is either important or very important.

However, the publishing industry acknowledges a lack of diverse voices, editors, and leaders, and standard metadata rarely helps identify diverse titles. As a result, diversity audits of a collection are typically manual, time-consuming, and tedious.

With iCurate *inClusive*, a library purchases a one-time assessment of the diversity of their holdings, they email their holdings EANS to Ingram, and within two weeks, they receive eye-catching reporting on the diversity of their collection for their library board or funding agency, along with lists of the most popular, diverse titles missing in public libraries.

Purchase options include Adult, Children's, Teen, or a bundle of All Ages, and the purchase comes with the following:

- More than 60 charts and graphs showing the diversity of your collection compared to the average public library to provide context in each subject area, age range, and overall collection, including the following diversity categories:
 - Asian Interest
 - Black Interest
 - Indigenous Interest
 - Jewish Interest
 - Latinx Interest
 - LGBTQIA+
 - Mental Health
 - Middle Eastern Interest
 - Multicultural
 - Muslim Interest
 - Neuro and Physical Diversity

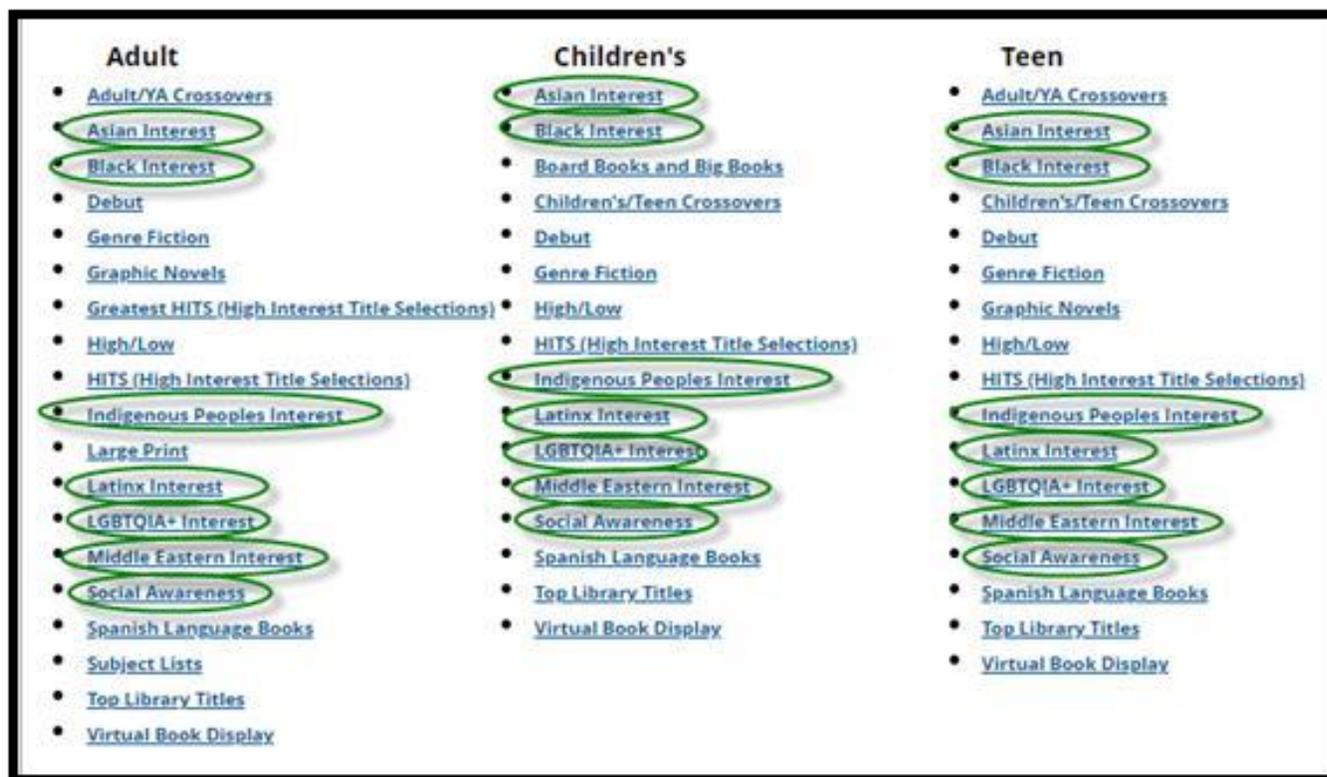
Diversity categories reflect interest and content rather than solely author identification, which is not always readily available, accurate, or discernable.

Audience	Collection	Asian Interest	Black Interest	Indigenous Interest	Jewish Interest	Latinx Interest	LGBT Interest	Mental Health	Middle Eastern
Adult		8,898	18,050	3,169	4,542	5,296	9,451	3,217	
	Adult 000	32	88	33	10	26	4	0	
	Adult 100	181	224	27	59	34	50	510	
	Adult 200	470	651	128	1,110	110	176	95	
	Adult 300	1,520	3,178	571	410	1,186	1,125	314	
	Adult 400	114	36	33	23	5	8	3	
	Adult 500	35	58	21	5	16	3	2	
	Adult 600	664	452	70	118	363	84	1,061	
	Adult 700	892	1,176	164	118	398	228	13	
	Adult 800	614	1,421	173	155	443	703	35	
	Adult 900	1,270	1,185	745	656	677	61	10	
	Adult Biography	612	2,451	292	720	393	879	587	
	Adult Fiction	2,410	7,023	810	1,128	1,610	5,881	531	
	Adult Graphic Novel	84	107	102	30	35	249	56	
Children's		732	1,623	355	333	526	198	89	
	Board Book	9	30	5	20	2	6	0	
	Children's Fiction	273	396	111	104	219	43	56	
	Children's Graphic Novel	78	128	5	27	57	62	9	
	Children's Nonfiction	119	537	176	74	108	26	10	
	Easy Nonfiction	5	8	1	2	3	2	0	
	Easy Reader Fiction	64	34	3	0	18	0	0	
	Easy Reader Nonfiction	1	26	1	1	1	0	0	
	Picture Book	183	464	53	105	118	59	14	
Teen		494	887	272	208	392	1,360	434	
	Teen Fiction	354	543	148	154	320	826	348	
	Teen Graphic Novel	119	274	111	34	55	491	32	
	Teen Nonfiction	21	70	13	20	17	43	54	
Grand Total		10,124	20,560	3,798	5,083	6,214	11,009	3,740	

- Excel spreadsheet that you can edit, filter, sort, and duplicate, with 24 subject breakouts indicating the number of diverse titles currently in your collection in each diversity category, which allows you to track and enter new purchases to create “after” reporting.
- Shoppable lists of the diverse titles most popular in public libraries, with your holdings (title/author match) and the diversity codes marked, to facilitate filling in identified gaps:

Adult Lists	Children's Lists
Fiction	Board Books
Graphic Novels	Easy Nonfiction
Nonfiction 000s	Easy Reader Fiction
Nonfiction 100s	Easy Reader Nonfiction
Nonfiction 200s	Juvenile Fiction
Nonfiction 300s	Juvenile Graphic Novels
Nonfiction 400s	Juvenile Nonfiction
Nonfiction 500s	Picture Books
Nonfiction 600s	
Nonfiction 700s	
Nonfiction 800s	Fiction
Nonfiction 900s	Graphic Novels
Nonfiction Biographies	Nonfiction

Links to the iCurate *Complimentary* Diverse Title Lists provided within ipage for ongoing support:



All reporting and lists of diverse titles arrive in two weeks rather than over a period of months or years and save possibly hundreds of hours of payroll time. Library customer can then quickly fill in gaps, so their communities benefit almost immediately.

By purchasing *inClusive*, you can spend most of your money on filling in diverse title gaps rather than on extravagant fees for reporting and analysis or on extra payroll for a lengthy diversity audit process.

Ingram's Collection Development librarians have assigned value-added metadata in our applications for years, and we have ingested out-of-print holdings from the largest libraries in the country to make sure our reporting is as accurate and thorough as possible, even on older collections. This makes title/author matching more complete if titles come back into print at some point in the future, since the value-added information already exists in our database.

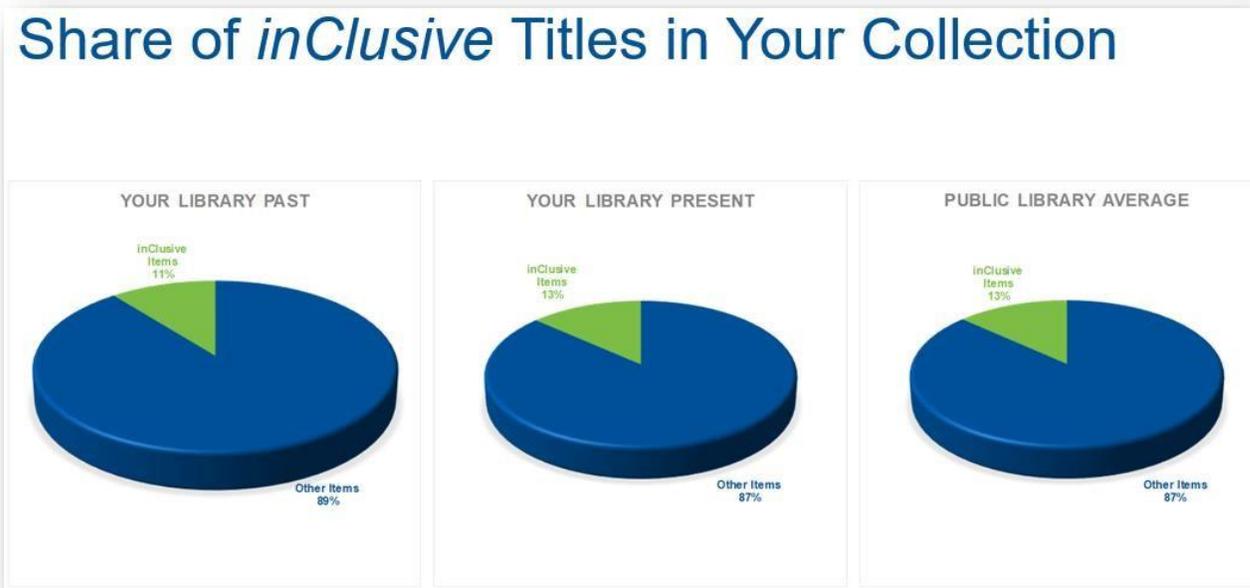
Pricing: \$1,500 each for Adult, Children's, or Teens, or \$4,200 All Ages

iCurate *inCremental*

Customers who have already purchased *inClusive* and want to measure their progress can now purchase iCurate *inCremental*, a follow-up audit showing updated reports compared to previous results and the average public library for context.

We store your previous results so that all you do to get a professional, turnkey-ready report showing your growth is send a text file of your current holdings—with Ingram, it's easy!

Customers who have already purchased *inClusive* and want to measure their progress can now purchase iCurate *inCremental*, a follow-up audit showing updated reports compared to previous results and the average public library for context.

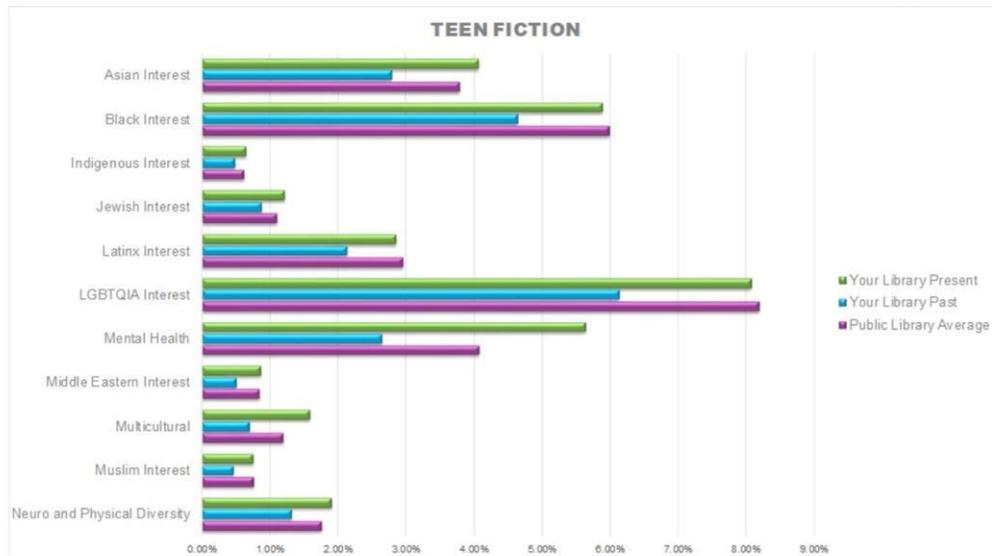


Because our librarians hand-work titles six months prepublication without relying solely on BISAC or other mapping, *inCremental* will not count dubious titles as diverse. We would rather not offer a service than offer one that potentially causes harm.

Pricing:

- \$1,500 each for Adult, Children’s, or Teens with new shopping lists
- \$1,200 each for Adult, Children’s, or Teens without new shopping lists
- \$4,200 All Ages with new shopping lists
- \$3,300 All Ages without new shopping lists

inClusive Titles Share by *inClusive* Category



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INGRAM

iCurate Custom: Ad Hoc Lists

Ingram's MLS-degreed Collection Development librarians create one-time targeted custom lists for libraries with grants, end-of-year spend budgets, or unexpected funds. Librarians might need lists of titles not available in iPage Curated Lists, for titles that might be difficult to search in iPage.

Generally, these custom lists reflect specific topics, such as large Urban Fiction projects, African Diaspora Biographies, Parenting Collections, Job Searching & Interviewing, Immigration Assistance, etc. and involve a known budget amount that will be purchased through Ingram. To begin complimentary project, libraries can contact their sales representative, who will provide the appropriate form that includes subject(s), budget, the date the library needs the lists, preferred publication date range, binding preference, and other pertinent information.

Ingram's Collection Development librarians have extensive experience creating lists of all kinds, like lists of religious titles for the Qatar National Library, to a large librarian professional development collection for a public library in Florida, to lists of titles for marijuana collection in a public library in Colorado. With Ingram, it's easy.

Pricing: Complimentary when purchased solely from Ingram

iCurate Custom: Ongoing Custom Lists

Ingram's Collection Development librarians create ongoing monthly custom lists for several libraries, including Free Library of Philadelphia, Chicago Public Library, and more. These lists are delivered in ipage and are built solely for each library based on customer specifications.

Often, we can save libraries money by pointing out existing lists or programs that will meet their needs. For libraries with truly custom needs, we will create a proposal, often with a few options and price levels, and we will work with you to make the best decision for your library.

Pricing: Based on requirements and estimate of time spent; Ingram will develop an agreement with the specs and pricing detailed and partner with the customer to find the best solution.

InDemand Alternative Lease Plan

Though Ingram Library Services believes book ownership to be a more cost-efficient collection development strategy in the long term for libraries, we understand the convenience of book lease programs. Librarians are busy people, after all. And regular, attentive weeding is a timeconsuming responsibility.

Enter InDemand, Ingram Library Services' lease alternative plan.

What makes InDemand unique is that it allows libraries to own every copy of each title they purchase, AND it provides an easy, reliable way for libraries to sunset extra copies when they no longer need them.

By partnering with Thriftbooks and BetterWorldBooks, Ingram can offer the same benefits of books lease programs, like getting hot new titles in quantities libraries need -- on time and into the hands of patrons -- when demand is highest.

All books purchased will receive Mylar and/or laminate covers, barcodes, and spine labels. We'll also apply an attractive InDemand sticker to help staff and patrons easily identify these newest titles.

What's more, no retired books end up in landfills. Because Thriftbooks and BetterWorldBooks are certified "green" companies.

A pilot program for InDemand will commence in the summer of 2023, with a full launch planned for late fall, 2023. Stay tuned for more information!

Reviews in ipage ipage currently includes review citations and full text reviews from the following journals:

- *Booklist*
- *The Bulletin of the Center for Children's Books*
- *Foreword Magazine*

- *Hornbook Guide*
- *Hornbook Magazine*
- *Library Journal*
- *Kirkus*
- *School Library Journal*
- *Publishers Weekly*
- *Shelf Awareness*
- *BookPage*
- *BlueInk Review*

**Please note the above list of journal titles is subject to change at any time.*

Catalogs

Ingram's comprehensive family of trade catalogs showcases forthcoming and recently published titles in an attractive and easy-to-follow layout. Our catalogs also feature relevant and timely editorial content including author interviews, merchandising tips, and product news to help librarians stay abreast of trends in the book world.

For those who like to shop from their computer, online access to catalog content is available to all ipage® subscribers. E-Catalogs transform existing print publications into enhanced web versions with multiple browsing options and interactive features, including keyword search, zoom and magnifier functions, sticky notes, e-mail options, and easy ordering. Simply click any of the E-Catalog links on ipage® to start browsing.

Catalogs currently available in print and/or electronic versions include:

Advance (print and digital)

<https://www.flipsnack.com/ingramcontent/advance-november-2023/full-view.html>

Biography/History (print and digital)

<https://www.flipsnack.com/ingramcontent/biography-history-supplement-2023/full-view.html>

Black Culture

<https://discover.ingramcontent.com/catalog/black-culture-january-2023>

Business, Computer, and PTR Books

<https://discover.ingramcontent.com/catalog/business-bks-ptr-computer-s-s-2023>

Catholic Reflections

<https://discover.ingramcontent.com/catalog/catholic-reflections-summer-2023>

Children's Advance (print and digital)

<https://www.flipsnack.com/ingramcontent/children-s-advance-december-2023/full-view.html>

GN, Comics & Manga (print and digital; quarterly)

<https://www.flipsnack.com/ingramcontent/graphic-novels-comics-manga-fall-2023/fullview.html>

Giftbook: In Spring, we have Spring Gift Books Supplement and Spring Bio/History catalog. In the fall, we have Holiday Giftbook Supplement; Children’s Holiday Giftbooks; Christian Holiday; Holiday Cookbooks Supplement; Fall Gift & Game; Fall Bio/History.

<https://www.flipsnack.com/ingramcontent/spring-giftbooks-2022/full-view.html>

IndieWire

<https://marketing.ingramcontent.com/mrkng/IndieWire/0923/indie-wire.html>

K12 Resource (digital; spring, fall, winter)

<https://www.flipsnack.com/ingramcontent/k-12-resource-winter-2022-23-hpfv8lspma/fullview.html>

My Spanish Bookshelf (digital)

<https://www.flipsnack.com/ingramcontent/my-spanish-bookshelf-fall-2022/full-view.html>

Mystery, Suspense, True Crime

<https://discover.ingramcontent.com/catalog/mystery-suspense-true-crime>

Regional Focus (digital; quarterly, with titles divided into four regions)

<https://discover.ingramcontent.com/catalog/regional-focus-spring-2023>

4. REPORTS AND AUDITS

Vendor must be able to create monthly reports on cancelled and back-orderd items and offer onsite auditing of materials in storage if requested by MPL. company can offer to ensure progress of the project.

We are happy to assist Murrieta Public Library with its workflows and information/report needs regarding audits when we are fully knowledgeable of the Library’s requirements.

Order Status Reports

We provide status reports, including our Packing Slip.

The packing slip supplies you with the status of any book shipped, backordered, or out-of-print. The packing slip lists titles alphabetically by title. Titles not included in the initial shipment show a “B” in the “BO” column if they have been backordered. An “S/W” identifies those titles that we will ship from your secondary distribution center.

INGRAM

7311 INNOVATION BOULEVARD
FORT WAYNE, IN. 46818



L T O	
	① 2025300-
	SHIP TO NUMBER

3.62#
WEIGHT

1/30/2023	C7L8ML851	EH	1
DATE	OE #	OT	PAGE

ILSCUSTOMERSERVICE@INGRAMCONTENT.COM
CUSTOMER SERVICE # 800-937-5300

QTY SHIP	QTY ORDER	TITLE \SORTED BY TITLE			P.O. NUMBER	DISC PCT.	BASE RETAIL	EXT. BASE
		TITLE CODE	PROD I.D.	DIV				
1	1	EVICTED				43.5	1899	1073
		059386567	9781684379798		01262023CMH			
1	1	HEROES OF THE ENVIRONMENT				43.5	1699	960
		004714924	9780811867795		01262023CMH			
1	1	LIFT EVERY VOICE & CHANGE A SO				43.5	1899	1073
		061099748	9780760374597		01262023CMH			
1	1	POWER ON				42.5	1995	1147
		060437043	9780262543255		01262023CMH			
Totals:		SHIP	PRV	ORD	ORDER	B/O	OUTSTK	NYR
		4	4	0	0	0	0	0
CARTONS:		1			LIST:	74.92	RETAIL:	74.92
							COST:	4253
THANK YOU FOR YOUR ORDER! PLEASE NOTE THAT YOU CAN VIEW YOUR ORDER STATUS INFORMATION ANY TIME IN IPAGE BY GOING TO THE ORDERS MENU.								

Key

- ① Account Number
- ② Order Entry Number
- ③ Purchase Order Number

PACKING LIST
NOT AN INVOICE

Discounts will not appear on publisher titles that are a part of your Terms of Sale Agreement. Please refer to your Terms of Sale Agreement for discount information.

Customers receive the Title Status Report monthly. It provides current backorder status information and indicates titles unavailable within your normal backorder period. The reverse side of the Title Status Report lists the most common status codes:

PRODUCT TYPE LEGEND:

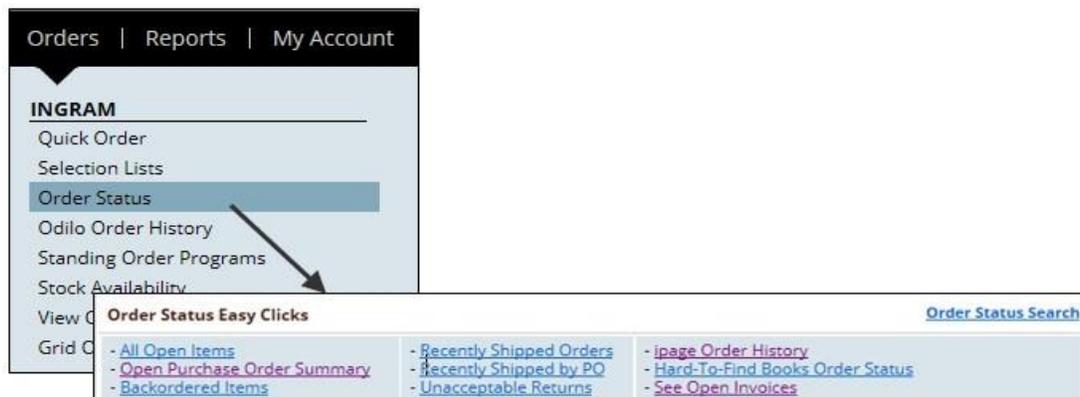
TPAP - Trade paper
 MPAP - Mass market paper
 HARD - Hardcover
 AUD - Audio
 MUS - Music
 MULT - Multimedia
 MAPS - Maps, Calendars, Board Games

STATUS CODE LEGEND:

BQ - Backordered
 CANC - Cancelled
 CAN1 - Cancelled: ISBN incorrect/unknown
 CAN2 - Cancelled: Publisher cancelled
 CAN3 - Cancelled: Out of stock
 CAN4 - Cancelled: Out of stock indefinitely
 CAN5 - Cancelled: Out of print
 CAN6 - Cancelled: Not yet available
 CAN7 - Cancelled: Not our publication
 CAN8 - Cancelled: Delay in publication
 CAN9 - Cancelled: Apply direct - Not available
 CAN10 - Cancelled: Publisher did not respond
 CAN11 - Cancelled: Via DE60 screen
 IR - In research
 NAI - Product unavailable through Ingram
 NOP - Publisher has indicated "not our publication"
 NYR - Not yet received
 OS - Out of stock; Backordered
 OSI - Publisher and Ingram out of stock indefinitely
 OP - Cancelled; Out of print
 PPD - Publisher postponed publication
 PEND - Pending Alibris availability

Order Status Information on ipage®

Order Status information is available on ipage®. Under the Order drop down menu, simply click Order Status for a list of Order Easy Clicks:



- **All Open Items** - This report shows line items currently backordered or being processed and not yet been invoiced.

- [Open Purchase Order Summary](#) - This report shows a summary by PO Number that includes the date ordered, total units open, units in process, and units backordered. The PO Number can be clicked on to receive title-specific information.
- [Backordered Items](#) - This report includes titles currently on backorder with the date ordered, the backorder cancel date, EAN, title, format, publication date, PO number, quantity, and the distribution center. You can also cancel a backordered item.
- [Recently Shipped Orders](#) - This report shows orders shipped within the last 14 days, with the option to view the last 90 days, including the date shipped, order entry number, and shipping tracking number. You can view order details by clicking the order entry number. You can view delivery status by clicking the shipping tracking number.
- [Recently Shipped by PO](#) - like the Recently Shipped Orders, this report shows orders shipped within the last 14 or 90 days. It sorts items by PO Number and includes the date shipped, order entry number, and shipping tracking number. You can view order details by clicking the order entry number. You can view delivery status by clicking the shipping tracking number.
- [Unacceptable Returns](#) - This report shows items returned that are outside of Ingram's return policies.
- [ipage® Order History](#) - This feature shows the order date and time, PO number, and the name of the person whose account login placed the order. It also provides a link to an Order Confirmation which gives a detailed summary of the order, including title, author, ISBN, whether the item is shipped or backordered, and retail price.
- [Hard-To-Find Books Order Status](#) - This report shows the status of any books ordered through the optional Hard-To-Find Books function on ipage®.

Note: The Shipped/Invoiced Items under Order Status Search appears in ipage® for 90 days, UNLESS the Purchase Order is still open, e.g., there are titles still on backorder or in processing. Then you may be able to search for older invoiced items.

Online Account Management ipage® has many accounts management tools. Through ipage®, you can:

- Review your current account information, such as standard backorder settings, primary distribution center, and more.
- Keep your contacts up to date with Ingram and make sure the right people receive the information they need to help you manage your account.
- Cancel backorders or change a backorder cancellation date.
- View cancellations.
- Print invoices and credit memos.

- Enable user to look up ISBNs in your library's OPAC while using ipage.
- Set up iMatch to match your collection against titles placed in a selection list on ipage via Z39.50.
- Enable One-Click ordering (Millennium (III Enhance or INNOPAC) only).
- Manage FTP download delivery

ipage® Order History posts for 6 months, and can be sorted by order date, PO number, or “placed by.”

Financial Information available on ipage® includes open and closed invoices and credit memos. Accounting items are posted for 90 days.

Reports are also available for printing by clicking on the “print version” button.

Returns Reporting ipage® features the following returns reporting options. You can:

- Report shortages.
- Determine the date Ingram received your return items.
- Determine the status of a return.
- View credit memo information.

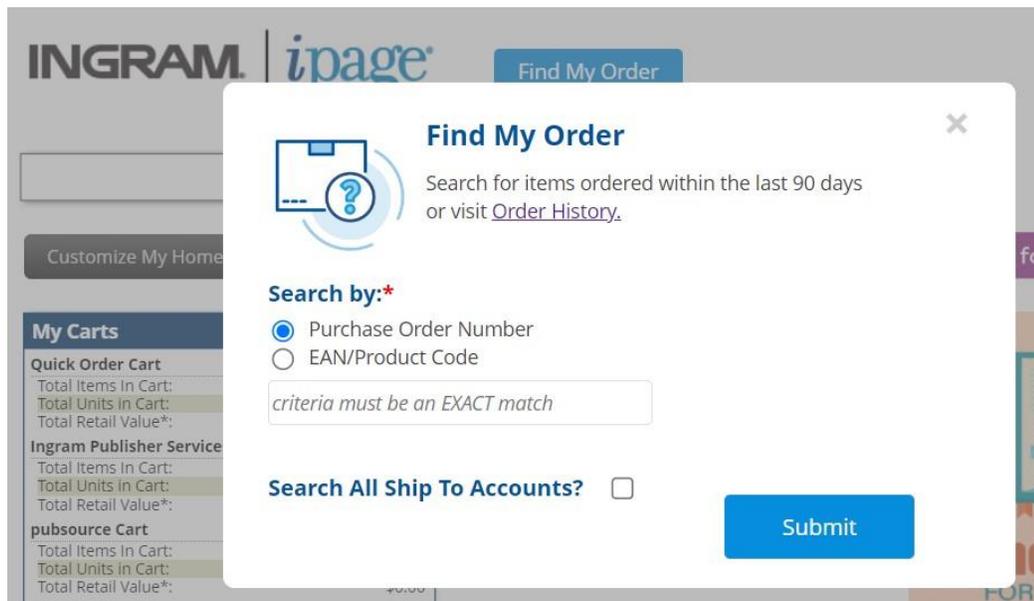
Customized Reporting Options

If standard reporting options do not meet the Library's needs, Ingram can provide customized reporting based on open and closed order data to keep your project on track. These reports will be in Excel format, which can then be filtered and sorted per the Library's preference.

Excel Reports in ipage ipage offers three headquarters-level reports, downloadable in Excel format for easy searching and sorting:

- Cancelled Items (items cancelled during the previous month)
- Invoiced Items (items invoiced during the previous month)
- Open Items (all items, refreshed nightly)

Self-Help Tools ipage includes easy-to-use, self-help tools, such as “Find My Order” and Help>Report Discrepancies,” both of which are easy to find and use.



For more information about our “Report Discrepancy” feature, please see our information on Returns.

5. FILL RATES

Vendor must be able to meet a 90% fill rate within 90 days of ordering un-catalogued titles.

Ingram's senior and executive leadership continually monitors fill rate reports across all market segments. Ingram Library Services is proud that our initial fill rates are typically 85-90%, with a fill rate of 95 to 100% shipped or reported within 90 days, on items listed in Ingram's database. Note that our fill rate includes over 19,000,000 available titles.

Print

91.78 % shipped at time of initial order

98.92 % shipped in 60 days

99.02 % shipped in 90 days

Spoken Word

92.53 % shipped at time of initial order

99.30 % shipped in 60 days

99.44 % shipped in 90 days

DVD/Blu-ray

77.85 % shipped at time of initial order*

97.25 % shipped in 60 days

97.60 % shipped in 90 days

Ingram's average fulfillment rates listed above are for in-print library material. We calculate fill rates for Ingram public library customers and for items available through Ingram at the time of order, excluding items unavailable from the publisher at the time of order.

*Note that "On Order" stock for DVD titles shown on iPage® reflects the inventory level in the Ingram Entertainment distribution center. Upon order, we receive them in our distribution center within 24 hours.

6. RETURN AND CREDIT POLICY

Vendor must accept any publisher defective materials back up to one year and issue full credit with no restocking fee.

Ingram's Returns Policies provide prompt and efficient resolution for reporting and returning materials. A return authorization number is not required, though, in some cases as indicated below, we ask the customer to report returns to Customer Care. **Ingram cannot accept return of any product we do not stock or did not provide.**

Processed Materials

Items with cataloging or processing per Library's specifications are no longer in resalable condition and, therefore, are non-returnable, except due to Ingram error.

Non-Returnable Materials

Each publisher decides whether their product is non-returnable. Publishers determine this on a product-by-product or binding-by-binding basis, or as items go out of print, and non-returnable items are indicated on ipage.

Hassle Free Returns

Libraries can return any unprocessed materials, as a “Hassle-Free” returns, for up to 60 days after the invoice date.

- The library should include a copy of the Hassle-Free Returns form (found on the back of packing slip or printed from ipage) in each carton shipped to Ingram.
- Ingram will not charge a restocking fee for items returned in accordance with our Hassle-Free Returns Policy. Beyond the 60-day window, we may charge a restocking fee.

The screenshot shows the Ingram iPage user interface. At the top, there is a navigation bar with links for Browse, Search, Curated Lists, Orders, Reports, IPS, My Account, Home, Lists, Help, and Logout. Below this, the Ingram logo and 'ipage' are displayed, along with a 'Find My Order' button. A search bar is present with a dropdown menu set to 'Book' and a search field containing 'Title (Keyword)'. A 'Customize My Home Page' button is also visible. The main content area features a 'Trade Bestsellers - New York Times Hardcover Fiction' section with three book covers: 'Only the Dead: A Thriller', 'Happy Place', and 'Fourth Wing'. On the right side, a navigation menu is open, listing various settings and services. The 'RETURNS & SHORTAGES' section is highlighted, and the 'Create Returns' link is the active selection.

Overstock Returns

Overstock returns are unprocessed materials returned after the 60-day window.

We credit Overstock Returns at 50% off the list price, for standard discount books. Short-discount books receive credit at 10% less than original invoice price:

- Overstock returns are subject to a 10% restocking fee.
- Overstock returns for libraries may not exceed 10% of purchases made during the preceding 12 months.
- All product returned to Ingram must be in a marketable condition.
- Ingram reserves the right to send back, at the Library’s expense, all products returned to Ingram in a condition in which they cannot be resold.

- To initiate an overstock return, customers can send the material(s) with the packing slip to the Ingram Return Center. Customers pay return freight for overstock items.

Hard to Find Books Alibris Returns Policy

If dissatisfied for any reason with a book purchased through our Hard-to-Find Book program, you may return your purchase to the Alibris distribution center within 30 days for a full refund of purchase. Ingram reimburses shipping costs for returns when the book's condition is not as described on ipage.

Please email Ingram Customer Care at ilscustomerservice@ingramcontent.com to report a return. If the return is due to non-Ingram error, send the material to the Alibris Distribution Center.

Items Damaged in Transit or Shipped due to Ingram Error

We ask the Library to accept delivery of materials damaged in transit.

Library staff should note product impairment on the carrier delivery receipt and then email our Customer Care Department at ilscustomerservice@ingramcontent.com for return instructions. If possible, please take pictures of items received damaged.

We cannot reimburse for claims made after 60 days from invoice date.

Defects - Books

Ingram understands that defects inside a book may not be detected until after circulation, so there is no timeframe for returning product received with publisher defects. Eligible defects include the following:

- Missing pages
- Contents out of sequence
- Books bound upside down
- Contents different from that indicated on the cover/title
- Ink or printing issues
- Crooked pages
- Blank pages
- Malfunctioning disc
- Item received with missing or incorrect disc(s)
- Please note, however, that due to wear and tear circulation can cause, we accept books with broken bindings for up to 60 days after invoice date.

Defects - AV Materials

- Eligible defects can include damage or defects to individual discs in a multi-disc set. If the title is currently in stock, we offer the option to replace the entire product, rather than only the damaged discs, as Ingram does not stock individual replacement discs in our inventory.
- Ingram recognizes that individual discs in a multi-disc title may be lost or damaged after the title is in circulation. Replacements for discs lost or damaged after receipt from Ingram may be available directly from the title's publisher. For example, Brilliance Audio Library Edition audiobooks offers a guarantee of free disc and vinyl case replacements. You can obtain publisher contact information for every title in ipage at your convenience, 24 hours a day, 7 days a week.

Please complete and submit a discrepancy form via ipage. You can find the form under the "Help" tab.

Once you have submitted the Discrepancy form, we will send a return label, if applicable, to your provided email, and issue a credit memo. You can then submit your replacement order of the item(s) as part of your next regular order.



Credit Memo

Upon proper notification and receipt of returned titles in our distribution center (if required by Ingram), we credit the customer for the full invoiced amount of the item(s). Credits appear on monthly statements, with reference to the purchase order number, and credit memos are visible on ipage.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

N/A

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. City will compensate Consultant for the Commodities purchased via Purchase Order and submission of a valid invoice.

PURCHASE ORDER GENERAL CONDITIONS

1. In accepting the award of a Purchase Order from the City of Murrieta, the Supplier agrees to having read and acknowledged these General Conditions.
2. This purchase order shall be governed by the laws of the State of Tennessee.
3. All sales, use, excise or similar taxes to be paid by City must be itemized separately hereon and on invoices. City is exempt from payment of Federal Excise Tax and supplier shall not charge this tax to City. Charges for Shipping and Handling should be separated and reflected on the invoice.
4. City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council appropriating the necessary funds. A fiscal year commences on July 1 and ends on June 30 of the following year. If the City Council fails to appropriate the necessary funds for any fiscal year, then the Purchase Order shall terminate at no additional cost or obligation to City.
5. Supplier shall use commercially reasonable efforts to provide product and/or services within the time specified by City . If at any time Supplier believes that goods, materials, equipment, supplies ("item"), labor or services will not be made as scheduled, supplier shall promptly give notice stating the cause of the delay to City.
6. Supplier warrants that the items delivered and the work or services performed shall conform to the specifications, drawings, samples or other description specified by City and shall be fit and sufficient for the purpose intended, merchantable, of good materials and workmanship, in good working order and free from defect or faulty workmanship for a period of at least ninety (90) days, after delivery. When defective items or faulty workmanship is discovered, Supplier shall provide all labor, materials, parts and equipment to correct such defect or make such replacement at no expense to the City. Defective items not meeting City's specifications shall be held for Supplier's instructions at Supplier's risk and, if Supplier so directs, will be returned at Supplier's expense.
7. City shall not be liable for, and Supplier shall defend (with attorneys approved by City), indemnify, and hold harmless City and its officers, agents, employees and volunteers (collectively "City Parties"), against any and all claims, deductibles, self insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs ("Claims"), which arise out of or are in any way connected to the work performed by Supplier by this Agreement arising either directly or indirectly from any act,

error, omission or negligence of Supplier or its officers, employees, agents, contractors, licensees or servants. Supplier shall have no obligation, however, to defend or indemnify City Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the negligence or willful misconduct of City Parties.

8. City reserves the right to terminate this Purchase Order, or any part of it, at any time even though Supplier is not in default. In the event of default, Supplier shall have a reasonable opportunity to cure no less than thirty (30) days. On receipt of notice of termination, Supplier shall, unless such notice otherwise directs, immediately discontinue all work on the Purchase Order and deliver, if and as directed, to City all completed and partially completed items and work in process. This section shall not limit or affect the right of City to terminate this Purchase Order immediately upon Supplier's breach.

9. City reserves the right to terminate this Purchase Order or any part of it and reject delivery of items if delivery is not made when and as specified. Supplier shall be charged for any losses sustained by City by reason of such delay or failure, except losses caused by a delay for reasons beyond Supplier's reasonable control. Direct losses shall include any costs to City in excess of the Purchase Order price of obtaining items or services from other sources similar to those terminated or rejected.

10. Supplier shall not substitute items without approval of the City Purchasing Agent or designee.

11. Supplier shall keep confidential and not disclose or use in any way confidential business or technical information that the City may disclose in conjunction with this Purchase Order that Supplier may learn as a result of entering City property to deliver items or services or to perform work hereunder.

12. Supplier shall not assign this Purchase Order or any part hereof or any payments due hereunder or delegate any duties without City's prior written approval.

13. This Purchase Order shall not be amended, modified or rescinded, except by written agreement signed by the parties and expressly referring to this Purchase Order.

14. Supplier shall comply with all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the subject matter hereof, and shall obtain all necessary licenses and permits related to the items, work or services.

15. Supplier, its employees, and agents shall be considered independent contractors and not employees or agents of City.

16. City's purchases are based on its actual needs and requirements. City is obligated only to purchase those items and those quantities that City needs and requires, regardless of any estimated quantities provided to the Supplier.

17. Shipping – Deliveries must be prepaid (FFE) freight. City will not accept COD shipments. Packing lists must accompany each shipment, showing purchase order number,

description and part number for each item. Shipments must be identified as “PARTIAL” or “COMPLETE”. Over shipments, unless specifically authorized, will not be accepted.

18. Material is subject to Purchasing Agent’s inspection and approval within a reasonable time after delivery; if specifications are not met, material may be returned at Supplier’s expense.

19. Invoicing – Send invoice promptly upon shipment, showing purchase order number. Invoice each Purchase Order separately, in duplicate.

20. Payment - Supplier shall submit invoices to the City for payment of goods and services rendered. Unless otherwise specified, the City shall pay properly submitted invoices not more than 30 days after (i) the acceptance of goods or services by the City; and (ii) receipt of an undisputed invoice. Late payment penalties shall not apply to this order.

II. The total compensation for all Services shall not exceed the Contract Sum as provided in the Cover Page of this Agreement.

III. Consultant’s billing rates for Commodities are attached as Exhibit C-1.

EXHIBIT “C-1”

SCHEDULE OF COMPENSATION

Titles ordered under our optional Hard-to-Find Books Service ship from Alibris's distribution facility, not an Ingram warehouse. They will not combine with your Ingram orders for shipping and may have different turnaround times and shipping methods. These titles are sold at the net price shown, plus a \$3.95 per book shipping and handling fee if shipped within the United States.

Special Terms for Hard-to-Find Books Service

- Not covered under Ingram contract terms and discounts.
- Do not receive cataloging or processing services.
- Receive net pricing.
- No minimum order required.
- Ingram invoices customers for Alibris orders, and these invoices also appear on the monthly Ingram statement.
- Titles ship from Alibris's distribution facility, not an Ingram warehouse. Therefore, they ship separately from your Ingram orders, perhaps with a different carrier and may have different turnaround times and shipping methods.
- Delivery charges and freight charges vary from your standard Ingram orders, and we apply a \$3.95 per book shipping and handling fee if shipped within the United States.

Paperback pre-binding services are offered through Ingram's partnership with The HF Group (formerly Heckman Bindery). The cost of this service is \$7.00 per book (\$14.65 for set binding for custom book box set). Since this is a pass-through charge, any price increases will be passed along to the Library.

The resulting product provides:

- Strong, double-fan adhesive binding
- Archival quality endpapers and adhesives
- Flex-board reinforced spine
- Flannel-cloth binding reinforcement
- Digitally reproduced graphics • Nylon lamination film
- Durable binder's board cover

Discounts

Format	Discount
Hardcover	45.0%
Trade Quality Paper	40.0%
Mass Market Paper	40.0%
Publisher's Library Binding	15.0%
Prebind	10.0%
University Press	10.0%
Shorts	10.0%
Graphic Novels	40.0%
Nets	0.0%
Spoken Word	45.0%
DVD	< \$14.99: 35.0% \$15.00-\$19.99: 30.0% \$20.00+: 25.0%
Music	5.0%

*Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

** Ninety to ninety-five percent of all Spoken Word Audio CD is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.

*** Although the majority of Ingram's DVD inventory is eligible for the maximum discounts, some titles receive smaller discounts.

Definitions of Binding Types and Presses

Discounts are applied to the publisher's current list price. Prior to placing an order, the Library can determine estimated discounted pricing for an entire list by utilizing the Price this List feature on [ipage@](#).

In determining which titles receive less than full trade discounts, Ingram categorizes books for pricing purposes by considering the binding, cost of acquisition, general marketing categories,

publisher's discount, and other factors as defined by the Definitions of Binding Types and Presses provided. Ingram reserves the right to be the sole and final determinant of the pricing category.

Trade Hardcover: High demand fiction and nonfiction books published with a glued binding and a hardcover. These titles are typically for the general consumer and produced by widely distributed publishers. Trade bindings may also be referred to as retail trade editions, trade books, hardbound books, hardback books, cloth bound books or cloth cover books. Publishers normally produce these titles in larger print runs.

Quality Paperback: High demand fiction and nonfiction books with paper covers and generally no size restriction. Any illustrations or graphics may be placed throughout the book; both paper and printing are high quality. These titles are typically for the general consumer and produced by widely distributed publishers. This binding may also be referred to as trade paper or trade paperback. *

Mass Market Paperback: High demand books with paper covers that are produced in a size to fit a standard retail store display and generally deal with subjects of mass appeal. Any illustrations are grouped together in one section of the book. *

Library Bindings: Books of higher quality publisher bindings, usually fanned and glued, and may also be sewn. Books may be identified as Library Bindings on ipage@.

University Press: The binding types may vary for these titles (i.e., Hardcover and/or Paperback), but all are published by a University Press.

Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

Large Print: Ingram does not recognize large print as separate binding type for discount purposes. Large print titles receive discounts according to binding/press assigned to the ISBN ordered as outlined above.

Graphic Novels: A narrative work in which the story is conveyed to the reader using comic form. The term is employed in a broad manner, encompassing nonfiction works and thematically linked short stories as well as fictional stories across several genres.

Picture Bookse Board Bookst Easy Readers, and Big Books: These juvenile genre categories are not discounting categories used by Ingram. These books will receive the discount appropriate to the specific binding/press ordered as outlined above. We estimate that at least 80% would receive the full trade discount.

Prebound Books: Paperback books bound into a hardback edition. Our inventory also includes over 17,500 prebound titles from Perfection Learning and San Val (Turtleback Books), and are identified on ipage@ as Prebound-Sewn or Prebound-Glued

World Language Materials: Ingram does not recognize Spanish language (or any world languages) as a discounting category. These books will receive the discount appropriate to the specific binding/press ordered as outlined above.

Spoken Word Audio: Audiobooks produced for the general consumer and dealing with subjects of mass appeal. Spoken Word audio may be abridged or unabridged and are generally sold by publishers at full trade discounts, however some titles may be short discounted by the publisher. Ingram does not differentiate between MP3 CD and Audio CD formats for discounting purposes.

Book and spoken word audio kits will receive discounts based upon classification of the title, typically by the publisher, as a book or as a spoken word audio. If classified as a book, it will receive the discount appropriate to the specific binding/press assigned to the ISBN ordered.

DVD and Blu-ray: Currently, Ingram provides pre-recorded titles in these categories under a single discount. However, should a new format of DVD emerge in the industry for which studios apply different purchasing terms, Ingram will notify the Library of the discount applicable to that new format.

Net: Low demand, small print run books in various binds and categories upon which Ingram receives minimal or no purchase discount. This category of book will receive a 0% discount. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

*See Short Discount for explanation on titles that may fall outside of this discount category.

Freight Terms

We are pleased to offer Ingram-paid freight from your designated primary and secondary distribution centers. We hold orders until a minimum quantity of 15 units is met. The qualifying unit quantity is subject to change with notice. Items picked, packed, and shipped together count as an individual shipment.

Ingram chooses the most cost-effective shipping method but uses UPS ground service to transport most of Ingram's goods. Ingram reserves the right to adjust distribution center designations to provide the most favorable service to your Library. We ship FOB Destination. With FOB Destination, Ingram is responsible for product until delivered to its destination; liability lies with the receiving agency thereafter.

When freight charges on an individual account surpass 3.0% of the account's expenditures, Ingram reserves the right to add fuel surcharge, with notice. These charges appear as Shipping and Handling charges on your invoice and are subject to change with notice.

Payment Terms

Payment terms under this contract shall be NET 30 EOM. We require payment for invoices within these terms for purchase orders completed or not completed.

While other vendors demand payment from invoice date, we calculate our terms on statement date at the end of each month. With payment due 30 days from statement date, your payment is due an average of 45 days from invoice (30-59 days).

You must report invoice discrepancies to Ingram within 30 days of the invoice date. All discrepancy reports must include an invoice number and date of invoice. Discrepancies reported after 30 days from invoice date do not receive adjustment.

For opening day collections, Ingram can store product and ship to you at an agreed upon date under the following terms: We invoice items when we store them in an Ingram facility after receiving processing and cataloging services. Stored items are payable within 30 days EOM. Ownership and title of product passes to the Library upon invoice.

ipage@ ipage is Ingram's online collection development and ordering tool for librarians, combining the industry's largest inventory with complete title information, including pre-pub metadata, collection development resources, reviews, and real-time stock check. Customers with a current, active Ingram account are eligible for a free subscription to ipage, which offers libraries easy-touse ordering capabilities and other features at no cost for unlimited concurrent users.

You can access ipage at <https://ipage.ingramcontent.com>. Via ipage, you can access and manage your library's account (s) specific information, at your convenience, 24 hours a day, 7 days a week.

EXHIBIT D

SCHEDULE OF PERFORMANCE

N/A

EXHIBIT E

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if consultant provides written verification it has no employees)

3. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.

4. Cyber: Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

Cyber Liability Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Consultant's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 [fill in the amount for your comfort level for the specific Consultant and job – it could be much higher, or in the case of a very small Consultant, you might want it lower] unless approved in writing by City. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification. **Acceptability of Insurers** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior** to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5) years after completion of work.**

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these

specifications, at any time. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No. 7.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Director of Public Works

PREPARED BY: Andree' Kinney, Management Analyst

SUBJECT: First Amendment to the Implementation Agreement Amendment with Western Riverside Council of Governments for Streetlight Operation and Maintenance

RECOMMENDATION

Approve the First Amendment to the Implementation Agreement between Western Riverside Council of Governments to implement maintenance and repair program for streetlights;

Approve Appendix 6 to the WRCOG new PSA with Yunex Traffic and WRCOG for the City to receive streetlight Operation and Maintenance services, in substantially the forms attached hereto; and

Authorize the City Manager to execute the First Amendment to the Implementation Plan and Appendix 6 to the WRCOG PSA Agreement subject to City Attorney's final approval.

PRIOR ACTION/VOTE

On March 7, 2017, the City Council adopted Resolution No. 17-3703, approving the Purchase and Sale Agreement, including the No-Fee Pole License Agreement, with Southern California Edison to acquire approximately 6,500 streetlights within the City limits (Vote: 5-0).

On December 19, 2017, the City Council adopted Resolution No. 17-3840, authorizing the execution of an equipment/purchase agreement with Banc of America Leasing & Capital LLC; and an Implementation Agreement between the Western Riverside Council of Governments and for the Maintenance and Repair Program for Streetlights (Vote: 5-0).

On April 3, 2018, the City Council adopted Resolution No. 18-3884, authorizing execution of the paying agent agreement and escrow account control agreement with Wilmington Trust, National Association Bank related to the Southern California Edison Purchase and Retrofit Project

(Vote: 5-0).

CITY COUNCIL GOAL

Plan, program and create infrastructure development.

BACKGROUND

The Western Riverside Council of Governments (WRCOG) Regional Streetlight Program currently provides services to the City of Murrieta (City), including streetlight operations and maintenance (O&M) services, project management, and as-needed technical assistance, for smart streetlight technologies, such as traffic sensors, and as-needed support for broadband initiatives or projects.

On May 10, 2017, the City entered into a Purchase and Sale Agreement (PSA) with Southern California Edison (SCE) to purchase eligible streetlights within the City's jurisdiction from SCE. By February 2020, the City had purchased 6,450 streetlights from SCE that would be entered into the Regional Streetlight Program and included an additional seventeen historically City-owned and operated streetlights as well.

On March 27, 2018, WRCOG entered into an Amended & Restated Professional Services Agreement with Siemens Industry, Inc., Intelligent Traffic Systems, (Original Professional Service Agreement) to provide streetlight retrofit and O&M services (Service) which was subsequently amended. The City executed an Appendix to the PSA between WRCOG, Siemens, and the City to receive the Services.

On April 3, 2018, the City entered into an Implementation Agreement with WRCOG to implement the maintenance and repair program for the City's streetlights as well as receive the Services provided by the Regional Streetlight Program. The City also entered into Appendix 7 to the WRCOG PSA in order to receive streetlight O&M services provided by Yunex Traffic, formerly Siemens, within the City's jurisdiction.

On October 27, 2021, WRCOG consented to the transfer of the contract pertaining to Siemens' Intelligent Traffic Systems (ITS) business to Yunex Traffic due to the worldwide carve-out of the ITS business into a separate business entity under the new brand name Yunex Traffic. On February 2, 2022, the City of Murrieta consented to the transfer to Yunex Traffic.

On November 7, 2022, WRCOG and Yunex entered into a Second Amendment to the Amended & Restated PSA to extend the term of the contract to December 1, 2023. Subsequently, on December 6, 2022, the City entered into the Second Amendment to Appendix 7 to the WRCOG Amended & Restated PSA to extend the contract term with Yunex Traffic to December 1, 2023, which has expired.

On July 12, 2023, WRCOG released Request for Proposals Number 23-02, seeking a provider for streetlight O&M services for the agencies participating in the Regional Streetlight Program. On October 2, 2023, the WRCOG Executive Committee approved an award to Yunex Traffic and authorized a new PSA to provide streetlight O&M services to the member agencies in the Regional Streetlight Program.

The First Amendment to the Implementation Agreement will replace the original PSA with the new PSA between WRCOG and Yunex. All other terms of the Implementation Agreement will remain in effect. Appendix 6 of the new PSA defines the scope of work for Yunex and provides the applicable rates for services that Yunex will provide to the City. The PSA has an effective date of December 1, 2023, and has a three-year term with an optional two-year extension, not to exceed five-years.

FISCAL IMPACT

The City is responsible for all costs arising from the WRCOG PSA with Yunex Traffic for services provided within the City's jurisdiction for an estimated amount of \$901,711 over the estimated five-year term of the Agreement. This is subject to change based on the number of streetlights added to and/or removed from the Program and any additional work requested by the City.

The monthly street light maintenance costs for Fiscal Years 2023/24 and 2024/25 are budgeted in various funds, which include the General Fund, the Community Services Districts Zones, and Lighting and Landscape Districts. Supplemental costs associated with the repair/replacement of streetlight knockdowns are also budgeted in the biennial budget in the General Fund account 1106150-61960. The budget for subsequent years of the Agreement will be included in future biennial budgets.

ATTACHMENTS

1. First Amendment to the Implementation Agreement between the Western Riverside Council of Governments and the City of Murrieta
2. Appendix 6 to Western Riverside Council of Governments Professional Service Agreement with Yunex LLC
3. Original Implementation Agreement

**FIRST AMENDMENT TO THE IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE CITY OF MURRIETA TO IMPLEMENT MAINTENANCE AND REPAIR
PROGRAM FOR STREETLIGHTS**

This First Amendment to Maintenance Agreement (“First Amendment”) is entered into as of _____ between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and the CITY OF MURRIETA (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this First Amendment as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on March 27, 2018, WRCOG entered into an “Amended and Restated Western Riverside Council of Governments Professional Services Agreement” with Siemens Industry, Inc. (the “Original Professional Services Agreement”), for the provision of retrofitting services and regular maintenance and repair services (the “Services”), which was subsequently amended; and

WHEREAS, WRCOG and the Member Agency entered into the “Implementation Agreement between the Western Riverside Council of Governments and City of Murrieta to Implement the Maintenance and Repair Program for Streetlights” on April 1, 2018, in order to authorize WRCOG to enter into one or more agreements with third party providers for the provision of maintenance, repair, retrofitting and replacement services of streetlights and acquisition of retrofit equipment on behalf of the Member Agency within the Member Agency’s jurisdiction and to administer such agreements; and

WHEREAS, the Original Professional Services Agreement expired and WRCOG has entered into a “Western Riverside Council of Governments Professional Services Agreement” with Yunex LLC dated October 2, 2023 (the “Professional Services Agreement”), to provide professional services for the installation of LED street lights and the ongoing operations and maintenance of the street light systems for member agencies; and

WHEREAS, the Parties desire enter into this First Amendment to amend the Implementation Agreement, as permitted pursuant to the provisions of thereof, to replace the Original Professional Services Agreement attached as Exhibit A to the Implementation Agreement with the Professional Services Agreement, attached as Exhibit A hereto; and

WHEREAS, the City Council has authorized the Member Agency to enter into this First Amendment.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Amendment to the Implementation Agreement.

Exhibit A of the Implementation Agreement shall be replaced with the Professional Services Agreement attached hereto as Exhibit A.

Section 2: Effect of this First Amendment on the Other Terms and Provisions of the Implementation Agreement.

All terms and provisions of the Implementation Agreement, shall remain in full force and legal effect except as expressly modified by the provisions of this First Amendment.

IN WITNESS WHEREOF, the Parties hereby have made and executed this First Amendment as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF MURRIETA

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Kim Summers
City Manager

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Cristal McDonald
City Clerk

APPROVED AS TO FORM:

By: _____
Tiffany Israel
City Attorney

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this day 2nd of October, 2023, by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”), and **Yunex, LLC**, a Delaware limited liability company (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Lease Agreement.

Banc of America Leasing & Capital, LLC (together with its successors and assigns, "Lessor") entered into an Equipment Lease/Purchase Agreement with each of the Member Agencies (as defined herein) in order to finance the acquisition, installation and retrofitting of streetlights within the Member Agency's jurisdiction (as amended, the "Lease Agreement"). The Parties expressly hereby agree that the Lease Agreement is not being incorporated into this Agreement and shall not be deemed a part of this Agreement.

- City of Perris
- City of Wildomar
- City of San Jacinto

2.2 Member Agency.

“Member Agency” means any and all member agencies participating in WRCOG’s street light program in accordance with an Implementation Agreement. The following local agencies are Member Agencies for the purposes of this Agreement:

- City of Eastvale
- City of Perris
- City of Hemet
- City of San Jacinto
- City of Lake Elsinore
- City of Wildomar
- City of Menifee
- Jurupa Community Services District
- City of Murrieta

2.3 Incorporated Documents.

2.2.1 Request for Proposal. The Request for Proposal No. 23-02 (“RFP”) issued by WRCOG on July 12, 2023 and the Consultant’s response to the RFP dated August 2, 2023 are incorporated herein by this reference.

2.2.2 Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Scope of Services (Exhibit A) and Compensation (Exhibit B). The following Appendices, including their Exhibits, are attached hereto and incorporated herein by this

reference:

- Appendix 1 – City of Eastvale
 - Appendix 2 – City of Hemet
 - Appendix 3 – Jurupa Community Services District
 - Appendix 4 – City of Lake Elsinore
 - Appendix 5 – City of Menifee
 - Appendix 6 – City of Murrieta
 - Appendix 7 – City of Perris
 - Appendix 8 – City of San Jacinto
 - Appendix 9 – City of Wildomar
- 1)

2.4 Consultant.

1. Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG and its Member Agencies on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **LED streetlight installation and ongoing operations and maintenance of street light systems** is licensed in the State of California, and is familiar with the plans of WRCOG and its Member Agencies.

2.5 Project.

2. WRCOG desires to engage Consultant to render such professional services for the **installation of LED street lights and the ongoing operations and maintenance of the street light systems for Member Agencies** (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG and the applicable Member Agencies all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **LED street light installation and ongoing operations and maintenance of street light systems** necessary for the Project (“Services”). The Services are more particularly described in the RFP and in Exhibit “A” to each Appendix attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG’s Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the Appendices and exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **December 1, 2023 to December 31, 2026**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. WRCOG shall have the option to extend the term of this Agreement for one (1) additional one (1) year period, and two (2) additional six (6) month periods (“Option Term”) by notifying Consultant in writing prior to the end of the term of this Agreement, or any then-current Option Term, of its election to exercise its option. The Option Term may be exercised by WRCOG on behalf of all or any number of Member Agencies, subject to prior written approval

from the relevant Member Agency with respect to the extension of its respective Appendix. Compensation for work during any Option Term shall be at the rates set forth in Exhibit "B", but otherwise all other terms and obligations of this Agreement shall continue during any Option Term.

2)

3.1.3 Assignability of Agreement. WRCOG reserves the right to assign this Agreement to other entities, subject to prior written approval from the relevant Member Agency with respect to an assignment of its respective Appendix. Assignment(s) will be subject to the same terms and conditions included in this Agreement. Other entities shall negotiate the pricing for the Services and supplies with the Consultant and include necessary provisions for management of their specific projects. WRCOG shall have no responsibility for the Consultant's performance under any assignments.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG or any Member Agency and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.

3.2.2 Schedule of Services. Consultant shall install replacement poles within 20 business days of a reported knockdown of a pole or upon approval from WRCOG or a Member Agency. At WRCOG and the Member Agency's discretion, if such pole is not replaced within the initial 20 days, a one hundred dollar (\$100) bill credit will be applied to the Consultant's invoice. An additional \$100 bill credit will be applied for every 15 business days thereafter that the Consultant fails to replace such pole. Consultant shall perform the Services for WRCOG and the applicable Member Agency expeditiously, within the term of this Agreement. Consultant understands and agrees that in the event that the schedule for delivery of Services to any Member Agency is delayed, for any reason whatsoever including through the fault of WRCOG or the Member Agency, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery of Services to any other Member Agency. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the schedule, WRCOG and the applicable Member Agency shall respond to Consultant's submittals in a timely manner. Upon request of WRCOG or any Member Agency, Consultant shall provide a more detailed schedule of anticipated performance.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG and the applicable Member Agency.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement.

Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: Michael J. Hutchens, Steven Teal, Robert Paquette, and Candace Gallaher.

3.2.5 WRCOG's Representative. WRCOG hereby designates Daniel Soltero or his or her designee, to act as its representative for the performance of this Agreement ("WRCOG's Representative"). WRCOG's Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Steven Teal or his or her designee, to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures, and for the satisfactory coordination of all portions of the Services under this Agreement.

4.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants, and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and sub-contractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense, and without reimbursement from WRCOG or any Member Agency, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG or the applicable Member Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and

in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and/or regulations, and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and the Member Agencies' Directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the sub-contractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or sub-contractors. Consultant shall also require all of its sub-contractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement / location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$5,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors, or

omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury / Advertising Injury; (3) Premises / Operations Liability; (4) Products / Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

5.

(iii) The policy shall give WRCOG, its Directors, officials, officers, employees, volunteers and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

6.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from WRCOG's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers shall be in excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

7.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Defense costs shall be payable in addition to the limits set forth hereunder. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to WRCOG, its Member Agencies, and WRCOG and its Member Agencies' Directors, officials, officers, employees, volunteers and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG and each Member Agency (if agreed to in a written contract or agreement) before WRCOG's or any Member Agency's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella / excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

8.

(ii) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

9.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

10.

(iv) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

11.

(v) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG and its Member Agencies have the right but not the duty to obtain the insurance they deem necessary, and any premium paid by WRCOG and its Member Agencies will be promptly reimbursed by Consultant or WRCOG (and the applicable Member Agency) will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

12.

(vi) Neither WRCOG, its Member Agencies, nor any of its Member Agencies' directors, officials, officers, employees, volunteers or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, licensed to do business in California, and satisfactory to WRCOG and each member Agency.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG and each Member Agency with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Sub-consultant Insurance Requirements. Consultant shall not allow any sub-contractors or sub-consultants to commence work on any sub-contract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such sub-contractors or sub-consultants shall be endorsed to name WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officers, officials, employees, agents and volunteers as an additional insured using ISO Form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular sub-contractors or sub-consultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid

injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and sub-contractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

13.

3.2.12 Surety Bonds. Consultant shall provide each Member Agency with a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to the Member Agency and naming the Member Agency as a co-obligee in a sum equal to the entire amount to become payable under the Appendix to this Agreement applicable to the Member Agency. Each bond shall be conditioned on the completion of the Services for that Member Agency and upon payment of all claims of subconsultants and suppliers. Consultant shall cause the surety company to add WRCOG and Banc of America Leasing & Capital LLC as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to WRCOG and Banc of America Leasing & Capital LLC promptly upon receipt thereof by Consultant. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Consultant's obligations in accordance with this Agreement and all Appendices and, if for whatever reason such proceeds are not so applied, then first to amounts due Lessor (as defined in the Lease Agreement) pursuant to Section 4.05 and 7.04 of the Lease Agreement, and any remaining amounts shall be payable to Lessee (as defined in the Lease Agreement).

14.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. Compensation does not include costs for extraordinary street light maintenance services, described in Exhibit "A." The total compensation for Services, with the exception of extraordinary street light maintenance services described in Exhibit "A," shall not exceed **seven million two hundred ninety-five thousand two hundred forty-four dollars (\$7,295,244)** without written approval of WRCOG's **Executive Director** and the applicable Member Agency. Extra Work may be authorized, as described below, and, if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The monthly statement shall be submitted to WRCOG within 20 days from the end of the billing period, and individual billing for claims or special projects shall be submitted within 30 business days from the date of completion. The statement shall contain the invoice number and date; remittance address; Agreement Number 2024-80-2026-001, and invoice total. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. At a minimum, Consultant shall provide a statement with

sufficient detail to enable WRCOG or the Member Agency to make payment to Consultant from the appropriate account in accordance with the Paying Agent Agreement (as defined in the Lease Agreement) and/or Escrow Agreement (as defined in the Lease Agreement), as applicable (i.e., retrofit specific costs to be identified separately from other Services under this Agreement). WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

15.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.6 CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year, in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index "CPI" for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, Consultant may request, on or before March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG or any

applicable Member Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, subject to prior written approval from the relevant Member Agency and by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In addition, each Member Agency may, by written notice to WRCOG and Consultant, terminate its Appendix to this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG or the applicable Member Agency, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

16.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG and its Member Agencies may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Consultant: Yunex LLC
9225 Bee Cave Rd, Building B, Suite 201
Austin, TX 78733
Attn: Steven Teal**

**WRCOG: Western Riverside Council of Governments
3390 University Avenue, Suite 200
Riverside, CA 92501
Attn: Daniel Soltero**

17. Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Inspection of Installation Data and Maintenance Records

18.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. During the course of this Agreement, and upon reasonable advance notice and during normal business hours, WRCOG and its Member Agencies may inspect and examine the installation data and maintenance records specifically created or collected by Consultant under this Agreement. Upon termination or expiration of this Agreement, Consultant will provide to WRCOG and its Member Agencies the installation data and maintenance records specifically created or collected by Consultant under this Agreement. The installation data and maintenance records shall include all final installation data, customer service reports and inquiry activity, and maintenance records, but shall not be deemed to include any proprietary, confidential, or protected information, programs, platforms, and/or materials of Consultant.

19.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG and the relevant Member Agency, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's or any member Agency's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of WRCOG or the applicable Member Agency.

20.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG or any Member Agency of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

21.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

22.

3.5.6 Indemnification. Consultant shall defend, indemnify, and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' Directors, officials, officers, consultants, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, or willful misconduct of Consultant, its officials, officers, employees,

agents, consultants and contractors, arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense, and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against WRCOG or its Directors, officials, officers, consultants, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, its Member Agencies, and WRCOG and its Member Agencies' directors, officers, consultants, employees, agents, or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents, or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

23.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

24.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

25.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

26.

3.5.10 WRCOG's Right to Employ Other Consultants. WRCOG reserves the right for itself and its Member Agencies to employ other consultants in connection with this Project.

27.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

28.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG, subject to prior written approval from each applicable Member Agency to the extent such assignment, hypothecation or transfer could impact such Member Agency's Appendix. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

29.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not

work days. All references to Consultant include all personnel, employees, agents, and sub-contractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its Directors, officers, employees, agents and all volunteers except as otherwise specified in this Agreement. All references to Member Agencies include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

30.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties, subject to prior written approval from each applicable Member Agency to the extent such supplement, modification, or amendment impacts such member Agency's Appendix.

31.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

32.

3.5.16 No Third-Party Beneficiaries. There are no intended beneficiaries of any right or obligation assumed by the Parties with the exception of the Member Agencies, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights held by the Member Agency itself or by WRCOG under this Agreement.

33.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, Director, officer, official, agent volunteer, or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

35.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any sub-contractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of any of WRCOG's Minority Business Enterprise Program, Affirmative Action Plan, or other related programs or guidelines currently in effect or hereinafter enacted.

36.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every

employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
37.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
38.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG, subject to prior written approval from the applicable Member Agency to the extent such work relates to such member Agency's Appendix. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

39. IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Yunex, LLC

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

40.

APPROVED AS TO FORM:
ATTEST:

By: _____

By: _____

41.
42.

General Counsel
Best Best & Krieger LLP

Its: _____

43. *A corporation requires the signatures of two corporate officers.

44. One signature shall be that of the Chairman of Board, the President or any Vice President, and the second signature (on the attest line) shall be that of the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer of such corporation.

45. If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

46. APPENDIX [REDACTED]

47.

48. MEMBER AGENCY NAME

49.

50.

51. This Appendix _ to Agreement ("Appendix") by and between WRCOG, Consultant, and [REDACTED] ("Member Agency") is made and entered into this _____ day of _____ 2023. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

52.

53. 1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated [REDACTED], 2023, with the exception of the term Member Agency, which for the purposes of this Appendix will refer to [REDACTED] only.

54.

55. 2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

56.

57. 3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A and B, attached hereto and incorporated herein by this reference.

58.

59.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Yunex, LLC

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

60.

APPROVED AS TO FORM:
ATTEST:

By: _____

By: _____

61.

General Counsel
Best Best & Krieger LLP

Its: _____

62.

63.

[REDACTED]

APPROVED AS TO FORM

By: _____
[Insert Name, Insert Title]

By: _____
64. City Attorney

ATTEST:

By: _____

65. City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

Understanding of the Project

It is our understanding that WRCOG is seeking a qualified firm to provide Streetlight Operation & Maintenance Services. The selected service company will be responsible for providing a continuing, comprehensive, response program for the Member Agency streetlights. The Member Agencies expectation is that the contractor will help reduce complaints, promote safety, and proactively extend the longevity of the Member Agencies streetlight equipment, thus reducing the overall operating cost.

We understand that the general Scope of Work to be done consists of scheduled and unscheduled repairs to the Member Agencies streetlight systems. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of WRCOG's streetlight systems, as outlined in the Scope of Work and in compliance with current Member Agency and State standards.



Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic's field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090**. A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician's queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that they are in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform our WRCOG representative of the repair actions.

Scope of Work

It is always the goal of Yunex Traffic to tailor our services around our customer's needs. We understand that throughout the term of a contract, those needs may change. We approach all our contracts with the same vision; build a partnership with WRCOG staff and work towards achieving common goals set forth through that partnership. We realize that this is an ever-evolving process and that is why we believe that the only successful route is through establishing common goals. This methodology and a commitment to service will be applied to every aspect of our services for WRCOG.

Yunex Traffic will be available to provide emergency/non-emergency streetlight related issues such as downed streetlight poles, luminaires/photocontrols not functioning, wiring issues, and other operational equipment related issues.

Yunex Traffic will perform the following tasks and activities as it relates to the maintenance of the streetlight system (36,231 poles & 36,554 luminaires):

Customer Service – Provide and administer a customer service center including, at a minimum, a toll-free phone number and website to allow WRCOG and the public to report any streetlight issues (e.g., outages, knockdowns, etc.). Separately, provide a maintenance website for WRCOG staff to access. This will provide WRCOG an up-to-date summary of current and completed tasks. Yunex will use and provide an Online Maintenance System with free access to designated WRCOG staff members. The entire online system will be a real-time system. System functionality will include but not be limited to the following items:

- Work order tracking
- Work order status updates
- Asset and equipment management
- Maintenance requests
- Maintenance checklists that are maintained and updated regularly

GIS Update - Update WRCOG's GIS mapping system when new poles are replaced or added to the streetlight system.

Reports - Monthly and quarterly streetlight system reviews and reports, including outage/failure rate, knockdowns, and suggested repairs.

Meetings – Coordinate and attend regular meetings to review outstanding issues and work orders, including discussion of any billing or contract management issues.

Coordination with Outside Entities – Coordinate electrical service repairs/restoration with SCE as well as coordinate with WRCOG Staff, residents, and businesses, as-needed, for difficult to access lights.

Traffic Control – Employees are trained and certified in temporary traffic control measures, which are compliant with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Warranty Claims – Administer services for all warranty claims on behalf of the Member Agency for any luminaires, photocells, or similar streetlight equipment (smart nodes, detection devices, etc.)

Streetlight Pole Knockdowns – Respond to all calls of poles that have been knocked down, implement traffic control, confirm electrical lines are made safe, cut downed pole/luminaire arm, remove from location, and clean up all debris.

Streetlight Pole Replacement - Replacement poles will be replaced within 14 business days of reporting.

Quarterly Streetlight System Reviews (Night Inspection) – Nighttime lighting surveys will be conducted of all Member Agency owned streetlights to identify any streetlights that are non-functioning. Upon completion of such nighttime survey, Yunex will provide a report to the Member Agency of all system activity, condition, issues found, and planned or completed repairs. The report will include the nearest street address and pole number. Nighttime Lighting Surveys will be completed quarterly.



Annual Painting of Metal Poles – Provide metal pole painting based upon Member Agency approval.

LED Replacement – Replacement of LED streetlights that have been inoperative by virtue of failure. Replacement will occur within three (3) business days from notification of Yunex by Member Agency. If the cause of failure is covered under manufacture warranty, Yunex will be responsible for warranty management of defective LED fixtures which includes all aspects related to standard warranty practices. Yunex will notify the Member Agency of any undue delays in response due to the manufacturer.

LED Retrofit & Pole Tagging – Provide LED retrofit and/or pole identification tag installation services for cobra head and/or decorative streetlights.

Removal and Disposal – Provide removal and disposal services of all damaged/discarded materials. Disposal services will follow the California Recycle and Disposal Laws.



Furnish and Install House-Side Shields – Provide and install house-side shields when requested to do so by any Member Agency.

Provide a Storage Facility – Yunex’s local storage facility is conveniently located in the City of Riverside, which is within minutes of each Member Agency. We have been utilizing this location to service this contract since being awarded this contract.

Compliance with all Laws – Yunex is familiar with all federal, state, and local laws and regulations regarding the Scope of Work, and follows wage and labor laws, OSHA requirements, and appropriate safety measures.

Troubleshooting – Diagnose and repair any Member Agency owned inoperable streetlights. Repairs will be completed within three (3) working days or less.

Spare Inventory – Yunex will warehouse sufficient spare inventories such as poles, luminaires, ballasts, photocells, nodes, fuse holders, fuses, wire, pull box lids, hand hole covers, electrical services, pole identification tags, and other electrical components.

Extraordinary, Emergency, and After-hours Maintenance - For streetlight maintenance issues that fall outside of the standard maintenance scope above, Yunex will provide services billed on a time & materials basis. Example of Extraordinary, Emergency, and After-hours Maintenance includes the following: traffic accidents, tree fall or power surges that may occur, resulting in the streetlights being damaged and needing to be replaced, though the frequency may vary considerably. All Extraordinary, Emergency, and After-hours Maintenance work must be preapproved by the Member Agency prior to the work being completed.



The following items have specifically been identified as, but are not limited to, Emergency and after-hours maintenance:

- o Emergency response - 24 hours and day 7 days a week

- Streetlight pole knockdown response
- Damaged/leaning poles
- Luminaire repairs or replacement
- Photocell replacement
- Fuse and/or fuse holder replacement
- False calls
- Wiring replacement
- Pole graffiti abatement
- Pole painting
- House side shield purchase and installation

Additional offerings available to WRCOG:

USA Dig Alert Services

Yunex Traffic will respond to all Underground Service Alert (USA) requests/notices or at the request of Member Agency staff for the marking and protection of streetlight underground facilities such as electrical conduits, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our **own in-house** technicians are equipped and certified with the proper locating devices provided by Metrotech.



On-Line Portal (Service Business Platform @ITS)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.

SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.

When creating a new service request, the SBP will query the location history and will flag the order if it is a repeated call out or duplicate order.

Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.

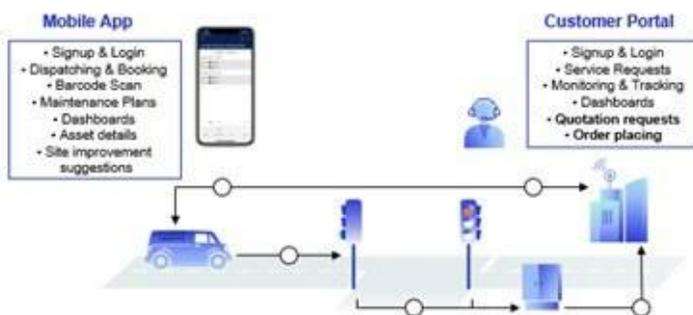
The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

Service Management Tool @YUNEX = SBP

One modern platform to support the global service team and our customers

YUNEX
TRAFFIC



Backoffice /
Service Centers

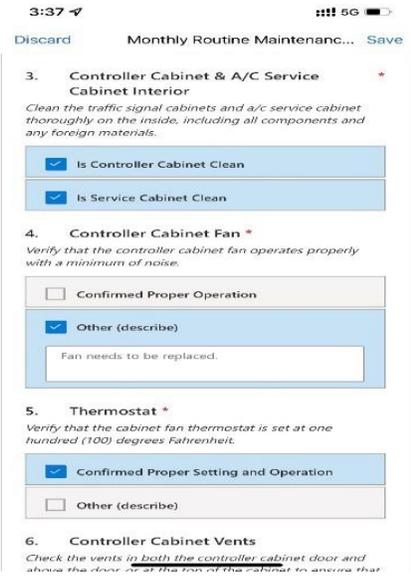
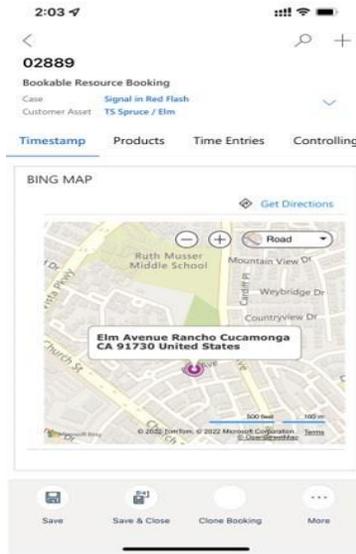
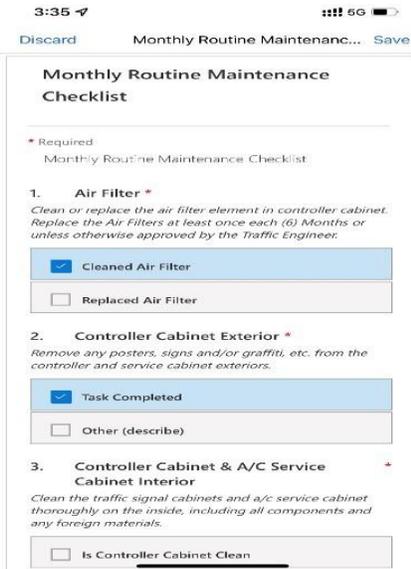


Power BI Reporting

- Improving service efficiencies
- Global data collection for data analytics
- Creating a vast network of Sales persons with field technicians

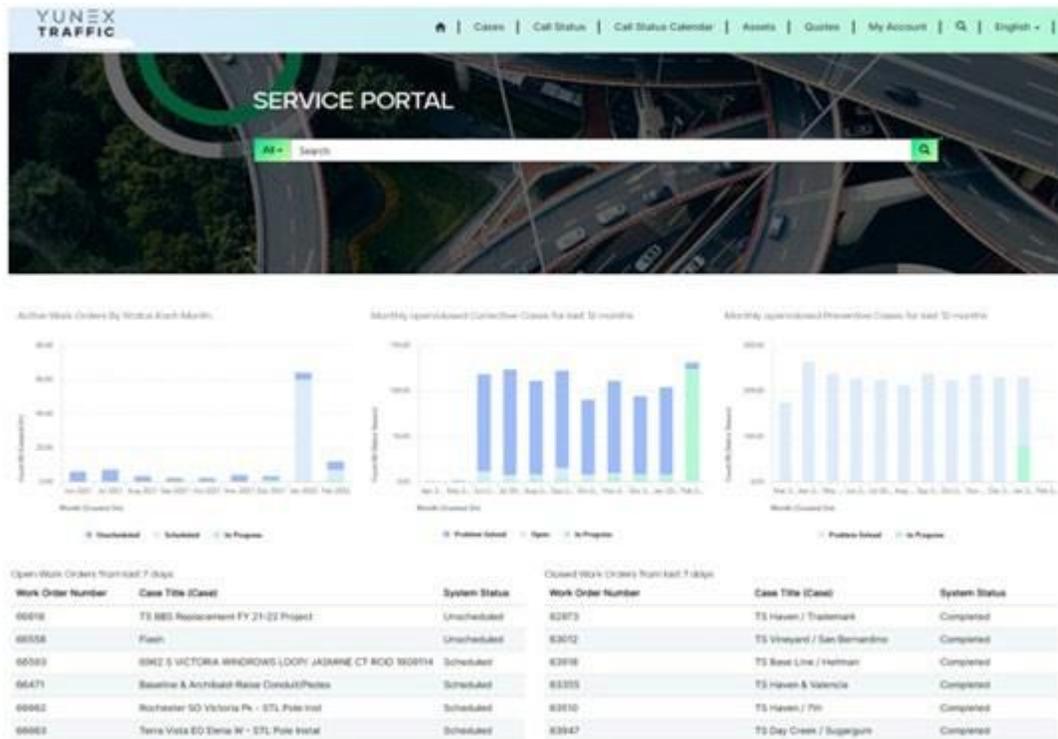


Microsoft
Dynamics 365



Customer Portal

- The SBP Customer Portal gives our customers access to:
- Monitor real-time status of routine maintenance and service calls
 - Location history (sort/filter by date, location, call type, etc.)
 - Overall historical maintenance and repair data
 - Real-time equipment inventories, maps, and event reporting
 - Asset management (including digital photographs, GIS data, etc.)



SBP Customer Service - Work Order Details

Portal - All Work Orders Search Work Order

Work Order Number ↑	Case Title (Case)	Priority	System Status	Customer Asset	SAP Service Order Number
66347	S/H HANGING BY WIRES	Normal	Completed	TS Hermosa / Feron	005004285877
66367	ROCHESTER /VPL NB POLE KD	Normal	Completed	Street Light - Generic 2600117715	005004285897
66375	SB ISNS HANGING	Normal	Completed	TS Foothill / Etiwanda	005004285906
66402	NWC NB L/T 10' GRN B/O	Normal	Completed	TS Arrow / Vineyard	005004285934
66412	FLASH	Normal	Completed	TS Base Line / Rochester	005004285944
66471	Baseline & Archibald-Raise Conduit/Pedes	Low			
66517	Flash	High			
66551	SB OH green stuck on	High			
66553	Check WB detection	High			
66558	Flash	High			

Work Order Details

Work Order Number: 66402
 Created On: 2/17/2022 2:59 PM
 System Status: Completed
 Case: NWC NB L/T 10' GRN B/O

Service Account: TS Arrow / Vineyard
 Work Order Type: Diagnosis & Repair
 Customer: CITY OF SANCHO CLACKMONGA
 Customer Asset: TS Arrow / Vineyard

Work Order Products

Name	Description	Quantity	Quantity To Bill	Total Amount	Line Status	Created On
12"GR Arrow Cl Lens "Oval Dir" LEDTEK	12"GR Arrow Cl Lens "Oval Dir" LEDTEK	1.00	1.00	\$0.00	Used	2/17/2022 6:29

Time Entries

Bookable Resource	Start	End	Duration	Type	Activity Type	Billable	Billing Indicator	Bookable Resour
Ramos, Nicole	2/17/2022 3:30 PM	2/17/2022 5:30 PM	1:00	Work	Work-OT-Rec'd	Yes	Direct Time - Overtime-WO	66402

Booking Resolutions

Resource	End Time	Response
Ramos, Nicole	2/17/2022 5:30 PM	Removed incandescent parts and installed Siemens supply led

Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req.		
Description: NEC POLE KD * CALLER: PD				
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H @ per H	\$	\$ 0.00	
ELECTRICIAN (OT)	8.000 H @ per H	\$	\$ 0.00	
ELECTRICIAN (PT)	6.000 H @ per H	\$	\$ 0.00	
SERVICE BUCKET TRUCK	26.000 H @ per H	\$	\$ 0.00	
MATERIALS	1 PC @ per PC	\$	\$ 0.00	
Visit Total		\$	\$ 0.00	
Total		\$	\$ 0.00	\$

EXHIBIT “B”
COMPENSATION
BILLING RATES

	Item	Description	Unit of Measure	Unit Cost
Monthly Maintenance				
1	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u> : Facilitate the entire RMA (return merchandise authorization) process for LED streetlight fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u> : Removal & Replacement of a failed photocells. c) <u>Fuses</u> : Replacement of failed fuses. d) <u>Fuse Holders</u> : Replacement of failed fuse holders. e) <u>Hand Hole Covers</u> : Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u> : Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u> : Perform a quarterly night drive inspection of all 35,832 streetlights belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$0.70
2	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the decorative fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u> : Facilitate the entire RMA (return merchandise authorization) process for Decorative LED fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u> : Removal & Replacement of a failed photocells. c) <u>Fuses</u> : Replacement of failed fuses. d) <u>Fuse Holders</u> : Replacement of failed fuse holders. e) <u>Hand Hole Covers</u> : Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u> : Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u> : Perform a quarterly night drive inspection of all 399 decorative fixtures belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$2.15
Extraordinary Maintenance (Reference pricing Only - this scope will be quoted on time and material basis)				
3	LED Replacement Cobra head	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing cobrahead fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$80.00
4	LED Replacement Decorative	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing decorative fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$160.00
5	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. This price is based on installing one (1) pole tag. If multiple pole tags are grouped together, in the same member agency, a lower price could be provided.	Each	\$92.00
6	House side shield installation	This includes the costs associated with the installation of a house side shield on an existing LED fixture, excluding the cost of the actual shield. Material will be charged at	Each	\$67.00

		cost plus the markup listed below.				
7	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	\$5,190.00		
8	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	\$7,920.00		
9	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	Each	\$220.00		
10	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	Each	\$87.00		
11	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	Per Foot	\$17.00		
12	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that 10 poles would be scheduled for painting as a group, annually	Each	\$700.00		
13	USA Dig Alert	Yunex LLC typically prices this service out on a per occurrence basis. This includes the following: Our technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	Each	\$245.00		
Labor Rates						
Item #	Item Description	Unit	Quantity	Regular Time	Overtime	Premium Time
14	Superintendent	HR	1	\$98.00	N/A	N/A
15	Foreman	HR	1	\$137.00	\$172.00	\$207.00
16	Electrician	HR	1	\$130.00	\$162.00	\$193.00
17	Laborer	HR	1	\$110.00	\$159.00	\$159.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates				
Item #	Item Description	Unit	Quantity	Unit Price
18	Service Truck	HR	1	\$30.00
19	Bucket Truck	HR	1	\$30.00
20	Crane Truck	HR	1	\$55.00

Material Markup			
Item #	Item Description	Unit	%
21	Material Markup	%	15%

Yunex LLC requests the option to re-evaluate contract pricing using the US Consumer Price Index to calculate annual escalations.

APPENDIX 6

CITY OF MURRIETA

This Appendix 6 to Agreement ("Appendix") by and between WRCOG, Consultant, and CITY OF MURRIETA ("Member Agency") is made and entered into this _____ day of _____ 2023. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated October 2, 2023, with the exception of the term Member Agency, which for the purposes of this Appendix will refer to the City of Murrieta only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A and B, attached hereto and incorporated herein by this reference.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

Yunex, LLC

By: _____
Dr. Kurt Wilson
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

CITY OF MURRIETA

APPROVED AS TO FORM

By: _____
Kim Summers, City Manager

By: _____
Tiffany Israel, City Attorney

ATTEST:

By: _____
Cristal McDonald, City Clerk

EXHIBIT “A”
SCOPE OF SERVICES

Understanding of the Project

It is our understanding that WRCOG is seeking a qualified firm to provide Streetlight Operation & Maintenance Services. The selected service company will be responsible for providing a continuing, comprehensive, response program for the Member Agency streetlights. The Member Agencies expectation is that the contractor will help reduce complaints, promote safety, and proactively extend the longevity of the Member Agencies streetlight equipment, thus reducing the overall operating cost.

We understand that the general Scope of Work to be done consists of scheduled and unscheduled repairs to the Member Agencies streetlight systems. Yunex Traffic will have available and readily accessible, qualified personnel, tools, equipment, facilities, and material required to perform all work necessary for the maintenance of WRCOG’s streetlight systems, as outlined in the Scope of Work and in compliance with current Member Agency and State standards.



Approach / Response Times

To be able to respond immediately to emergency calls, Yunex Traffic’s field technicians are authorized to take their work vehicles home daily. All work vehicles are stocked with proper field equipment so he/she may sufficiently address most problems they encounter while responding.

Emergency response call outs and unscheduled repairs are initiated by calling our toll-free emergency phone number, **1-800-229-6090**. A live dispatcher will be available 24 hours a day, 7 days per week, 365 days per year. Our dispatcher will create a work order in our visual planning board and once the work order is released, it will immediately transfer to our technician’s queue on their mobile device. As part of our quality control practice, our dispatcher will follow up with a phone call to our technician to confirm that they are in receipt of the call out/work order. For emergency calls, the technician will arrive at the site **within one (1) hour** to assess and correct the reported problem. Once the problem is corrected, the technician will inform our WRCOG representative of the repair actions.

Scope of Work

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Yunex Traffic will be available to provide emergency/non-emergency streetlight related issues such as downed streetlight poles, luminaires/photocontrols not functioning, wiring issues, and other operational equipment related issues.

Yunex Traffic will perform the following tasks and activities as it relates to the maintenance of the streetlight system (36,231poles & 36,554 luminaires):

Customer Service – Provide and administer a customer service center including, at a minimum, a toll-free phone number and website to allow WRCOG and the public to report any streetlight issues (e.g., outages, knockdowns, etc.). Separately, provide a maintenance website for WRCOG staff to access. This will provide WRCOG an up-to-date summary of current and completed tasks. Yunex will use and provide an Online Maintenance System with free access to designated WRCOG staff members. The entire online system will be a real-time system. System functionality will include but not be limited to the following items:

- Work order tracking
- Work order status updates
- Asset and equipment management
- Maintenance requests
- Maintenance checklists that are maintained and updated regularly

GIS Update - Update WRCOG's GIS mapping system when new poles are replaced or added to the streetlight system.

Reports - Monthly and quarterly streetlight system reviews and reports, including outage/failure rate, knockdowns, and suggested repairs.

Meetings – Coordinate and attend regular meetings to review outstanding issues and work orders, including discussion of any billing or contract management issues.

Coordination with Outside Entities – Coordinate electrical service repairs/restoration with SCE as well as coordinate with WRCOG Staff, residents, and businesses, as-needed, for difficult to access lights.

Traffic Control – Employees are trained and certified in temporary traffic control measures, which are compliant with the California Manual of Uniform Traffic Control Devices (CA MUTCD).

Warranty Claims – Administer services for all warranty claims on behalf of the Member Agency for any luminaires, photocells, or similar streetlight equipment (smart nodes, detection devices, etc.)

Streetlight Pole Knockdowns – Respond to all calls of poles that have been knocked down, implement traffic control, confirm electrical lines are made safe, cut downed pole/luminaire arm, remove from location, and clean up all debris.

Streetlight Pole Replacement - Replacement poles will be replaced within 14 business days of reporting.

Quarterly Streetlight System Reviews (Night Inspection) – Nighttime lighting surveys will be conducted of all Member Agency owned streetlights to identify any streetlights that are non-functioning. Upon completion of such nighttime survey, Yunex will provide a report to the Member Agency of all system activity, condition, issues found, and planned or completed repairs. The report will include the nearest street address and pole number. Nighttime Lighting Surveys will be completed quarterly.

Annual Painting of Metal Poles – Provide metal pole painting



based upon Member Agency approval.

LED Replacement – Replacement of LED streetlights that have been inoperative by virtue of failure. Replacement will occur within three (3) business days from notification of Yunex by Member Agency. If the cause of failure is covered under manufacture warranty, Yunex will be responsible for warranty management of defective LED fixtures which includes all aspects related to standard warranty practices. Yunex will notify the Member Agency of any undue delays in response due to the manufacturer.

LED Retrofit & Pole Tagging – Provide LED retrofit and/or pole identification tag installation services for cobra head and/or decorative streetlights.

Removal and Disposal – Provide removal and disposal services of all damaged/discarded materials. Disposal services will follow the California Recycle and Disposal Laws.



Furnish and Install House-Side Shields – Provide and install house-side shields when requested to do so by any Member Agency.

Provide a Storage Facility – Yunex’s local storage facility is conveniently located in the City of Riverside, which is within minutes of each Member Agency. We have been utilizing this location to service this contract since being awarded this contract.

Compliance with all Laws – Yunex is familiar with all federal, state, and local laws and regulations regarding the Scope of Work, and follows wage and labor laws, OSHA requirements, and appropriate safety measures.

Troubleshooting – Diagnose and repair any Member Agency owned inoperable streetlights. Repairs will be completed within three (3) working days or less.

Spare Inventory – Yunex will warehouse sufficient spare inventories such as poles, luminaires, ballasts, photocells, nodes, fuse holders, fuses, wire, pull box lids, hand hole covers, electrical services, pole identification tags, and other electrical components.

Extraordinary, Emergency, and After-hours Maintenance - For streetlight maintenance issues that fall outside of the standard maintenance scope above, Yunex will provide services billed on a time & materials basis. Example of Extraordinary, Emergency, and After-hours Maintenance includes the following: traffic accidents, tree fall or power surges that may occur, resulting in the streetlights being damaged and needing to be replaced, though the frequency may vary considerably. All Extraordinary, Emergency, and After-hours Maintenance work must be preapproved by the Member Agency prior to the work being completed.



The following items have specifically been identified as, but are not limited to, Emergency and after-hours maintenance:

- Emergency response - 24 hours and day 7 days a week
- Streetlight pole knockdown response
- Damaged/leaning poles

- Luminaire repairs or replacement
- Photocell replacement
- Fuse and/or fuse holder replacement
- False calls
- Wiring replacement
- Pole graffiti abatement
- Pole painting
- House side shield purchase and installation

Additional offerings available to WRCOG:

USA Dig Alert Services

Yunex Traffic will respond to all Underground Service Alert (USA) requests/notices or at the request of Member Agency staff for the marking and protection of streetlight underground facilities such as electrical conduits, safety light conduits, and other appurtenant equipment which might conflict with other right-of-way construction or repairs. Our **own in-house** technicians are equipped and certified with the proper locating devices provided by Metrotech.



On-Line Portal (Service Business Platform @ITS)

Yunex Traffic has rolled out a new service tool called SBP (Service Business Platform), which is a proprietary management system designed to effectively manage all service order progress, remotely update our ERP system (SAP) and as work is performed.

SBP allows us to monitor many key performance items such as time arrived onsite, time of completion, materials used, and vehicle/equipment used.

SBP keeps historical records for every location which allows the technicians an additional resource when troubleshooting.

When creating a new service request, the SBP will query the location history and will flag the order if it is a repeated call out or duplicate order.

Technicians transmit response and routine maintenance items in real-time using IOS or Android devices.

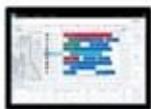
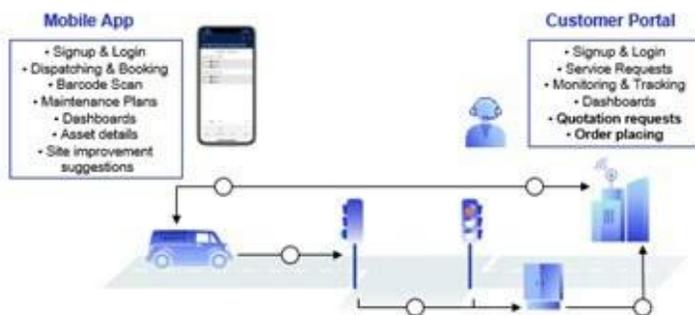
The contractual Scope of Work and all maintenance activities are also available for technicians to review to ensure all tasks are completed within the specified timeframe.

Customer specific checklists for routine preventative maintenance will be available to the technicians so all required tasks are completed, per your Scope of Work.

Service Management Tool @YUNEX = SBP

One modern platform to support the global service team and our customers

YUNEX
TRAFFIC



Backoffice /
Service Centers

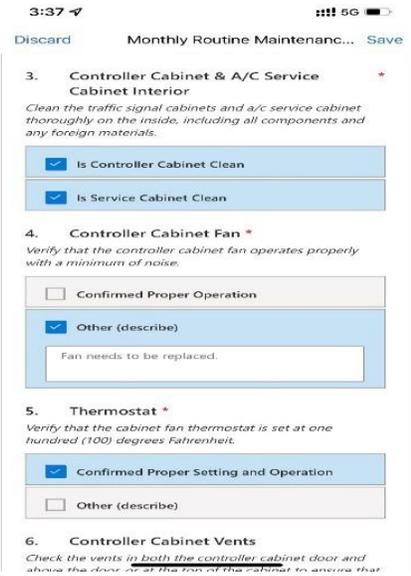
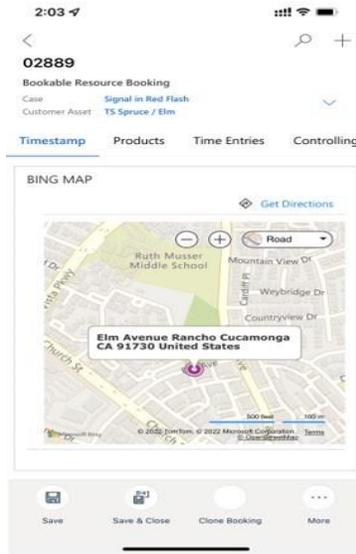
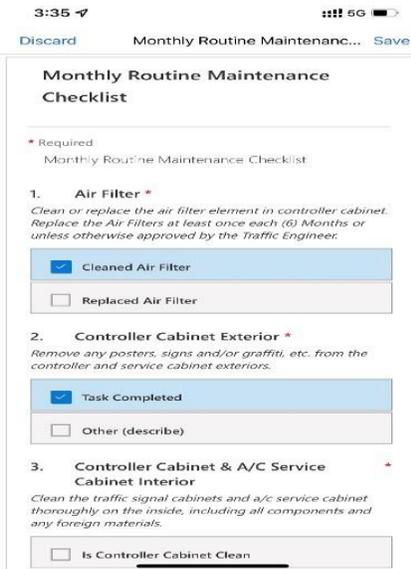


Power BI Reporting

- Improving service efficiencies
- Global data collection for data analytics
- Creating a vast network of Sales persons with field technicians

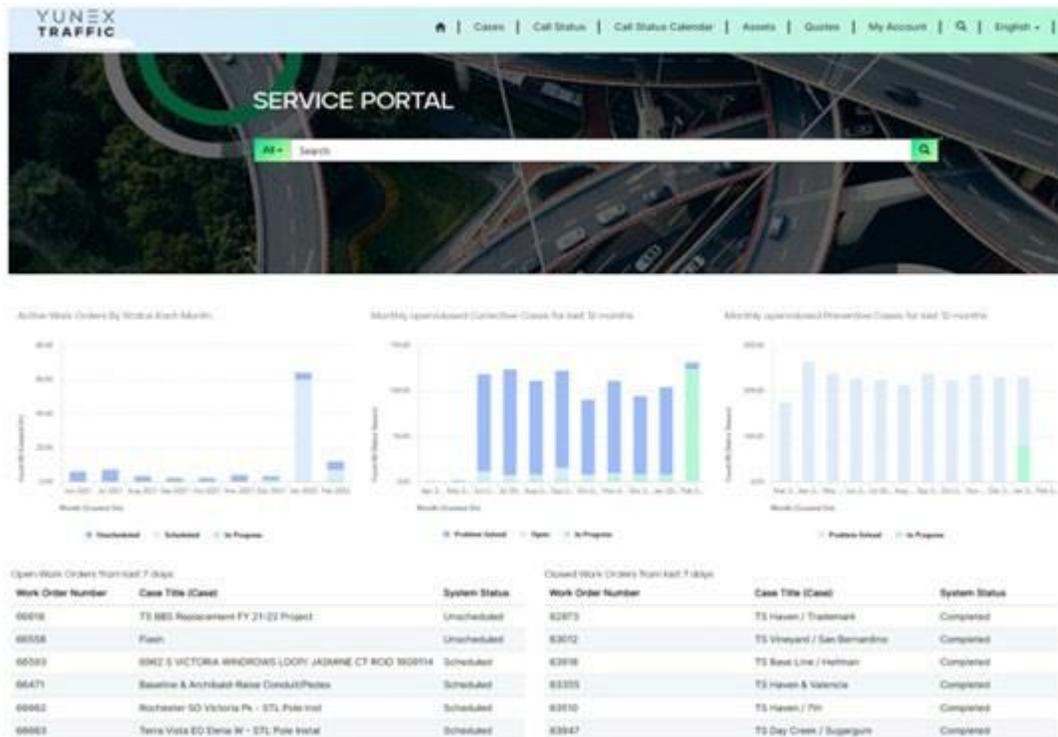


Microsoft
Dynamics 365



Customer Portal

- The SBP Customer Portal gives our customers access to:
- Monitor real-time status of routine maintenance and service calls
 - Location history (sort/filter by date, location, call type, etc.)
 - Overall historical maintenance and repair data
 - Real-time equipment inventories, maps, and event reporting
 - Asset management (including digital photographs, GIS data, etc.)



SBP Customer Service - Work Order Details

Portal - All Work Orders Search Work Order

Work Order Number ↑	Case Title (Case)	Priority	System Status	Customer Asset	SAP Service Order Number
66347	S/H HANGING BY WIRES	Normal	Completed	TS Hermosa / Feron	005004285877
66367	ROCHESTER /VPL NB POLE KD	Normal	Completed	Street Light - Generic 2600117715	005004285897
66375	SB ISNS HANGING	Normal	Completed	TS Foothill / Etiwanda	005004285906
66402	NWC NB L/T 10' GRN B/O	Normal	Completed	TS Arrow / Vineyard	005004285934
66412	FLASH	Normal	Completed	TS Base Line / Rochester	005004285944
66471	Baseline & Archibald-Raise Conduit/Pedes	Low			
66517	Flash	High			
66551	SB OH green stuck on	High			
66553	Check WB detection	High			
66558	Flash	High			

Work Order Details

Work Order Number: 66402
 Created On: 2/17/2022 2:59 PM
 System Status: Completed
 Case: NWC NB L/T 10' GRN B/O

Service Account: TS Arrow / Vineyard
 Work Order Type: Diagnosis & Repair
 Customer: CITY OF SANCHO CLACKMONGA
 Customer Asset: TS Arrow / Vineyard

Work Order Products

Name	Description	Quantity	Quantity To Bill	Total Amount	Line Status	Created On
12"Q Arrow Cl Lens "Oval Dir" LEDTK	12"Q Arrow Cl Lens "Oval Dir" LEDTK	1.00	1.00	\$0.00	Used	2/17/2022 6:29

Time Entries

Bookable Resource	Start	End	Duration	Type	Activity Type	Billable	Billing Indicator	Bookable Resour
Ramos, Nicole	2/17/2022 3:30 PM	2/17/2022 5:30 PM	1:00	Work	Work-OT-Peak1	Yes	Direct Time - OverTime-WO	66402

Booking Resolutions

Resource	End Time	Response
Ramos, Nicole	2/17/2022 5:30 PM	Removed incandescent parts and installed Siemens supply led

Tracking as Related to Invoicing

In addition to our Customer Portal, you will receive a detailed billing report with each invoice that lists labor and equipment hours billed for each service order.

TS B - Merrill / Bloomington / Riverside				
Date Completed: Fri, MAR/18/2016 01:00		Work Order #: 5002764108 Debit Memo Req.		
Description: NEC POLE KD * CALLER: PD				
Response: REMOVED DAMAGED EQUIPMENT. DRILLED & INSTALLED NEW 1D POLE, TV2T, TWO 3 SEC. PV HEAD S WITH ARROW LENSES, 2 R, 2 Y & 2 G PV LEDS, COUNT-DOWN COMBO M8 LED. RE-USED PEDHEAD & PPB ASSY. REPLACED PPB AND DIRECTIONAL PLATE. OLD S/H WEREN'T PROGRAM. WILL FOLOW UP WITH BALL LENSES & PROGRAM S/H'S IF CITY WANT THEM PROGRAMMED.				
Item:	Qty and Unit Cost	Extra Charges	Routine Maint.	
ELECTRICIAN (RT)	12.000 H @ per H	\$	\$ 0.00	
ELECTRICIAN (OT)	8.000 H @ per H	\$	\$ 0.00	
ELECTRICIAN (PT)	6.000 H @ per H	\$	\$ 0.00	
SERVICE BUCKET TRUCK	26.000 H @ per H	\$	\$ 0.00	
MATERIALS	1 PC @ per PC	\$	\$ 0.00	
Visit Total		\$	\$ 0.00	
Total		\$	\$ 0.00	\$

EXHIBIT “B”

**COMPENSATION
BILLING RATES**

	Item	Description	Unit of Measure	Unit Cost
Monthly Maintenance				
1	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u> : Facilitate the entire RMA (return merchandise authorization) process for LED streetlight fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u> : Removal & Replacement of a failed photocells. c) <u>Fuses</u> : Replacement of failed fuses. d) <u>Fuse Holders</u> : Replacement of failed fuse holders. e) <u>Hand Hole Covers</u> : Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u> : Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u> : Perform a quarterly night drive inspection of all 35,832 streetlights belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$0.70
2	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the decorative fixtures in the streetlight system as identified in section 13.1 of the RFP. This fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. This bid item shall include: a) <u>Fixture Replacement</u> : Facilitate the entire RMA (return merchandise authorization) process for Decorative LED fixtures that have failed and still covered under the original manufacturer's warranty. This includes the cost to remove, complete the RMA process, and reinstall the fixture (regardless of it being fixed/replaced). Fixtures that are damaged by acts of nature (i.e., lightning strikes, etc.) will be replaced, although the cost of the fixture will be charged under Material Markup (Cost + 15%). b) <u>Long-Life Photocells</u> : Removal & Replacement of a failed photocells. c) <u>Fuses</u> : Replacement of failed fuses. d) <u>Fuse Holders</u> : Replacement of failed fuse holders. e) <u>Hand Hole Covers</u> : Replacement of missing hand hole covers (i.e., due to theft). f) <u>Troubleshooting</u> : Respond to reports of a failed streetlight by city staff or residents. Our technician will spend up to 2 hours of time troubleshooting the streetlight to find what the issue might be (fixture, photocell, fuses, fuse holder, wiring issue, etc.). Troubleshooting which exceeds 2 hours, will be billed under Time and Material (Labor Rates, Equipment Rates, and Material Markup). g) <u>Night Survey</u> : Perform a quarterly night drive inspection of all 399 decorative fixtures belonging to WRCOG agencies. Prepare a report of outages that will be followed up by our technicians.	Per Light / Per Month	\$2.15
Extraordinary Maintenance (Reference pricing Only - this scope will be quoted on time and material basis)				
3	LED Replacement Cobra head	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing cobrahead fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$80.00
4	LED Replacement Decorative	This includes the costs for labor and equipment (trucks, lifts, tools, traffic control, etc.) for replacing existing decorative fixtures with a new LED fixture, disposal and updating of WRCOG database with model number installed and installation date. The replacement fixture cost is not included and will be charged at material cost plus the markup listed below.	Each	\$160.00
5	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. This price is based on installing one (1) pole tag. If multiple pole tags are grouped together, in the same member agency, a lower price could be provided.	Each	\$92.00
6	House side shield installation	This includes the costs associated with the installation of a house side shield on an existing LED fixture, excluding the cost of the actual shield. Material will be charged at cost plus the markup listed below.	Each	\$67.00

7	Knockdown pole replacement No foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	\$5,190.00
8	Knockdown pole replacement with foundation	This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 28 foot, marbelite pole with a standard 87 watt LED cobra head fixture. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process. These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.	Each	\$7,920.00
9	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	Each	\$220.00
10	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	Each	\$87.00
11	Overhead wiring replacement	Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours. The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.	Per Foot	\$17.00
12	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that 10 poles would be scheduled for painting as a group, annually	Each	\$700.00
13	USA Dig Alert	Yunex LLC typically prices this service out on a per occurrence basis. This includes the following: Our technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	Each	\$245.00

Labor Rates

Item #	Item Description	Unit	Quantity	Regular Time	Overtime	Premium Time
14	Superintendent	HR	1	\$98.00	N/A	N/A
15	Foreman	HR	1	\$137.00	\$172.00	\$207.00
16	Electrician	HR	1	\$130.00	\$162.00	\$193.00
17	Laborer	HR	1	\$110.00	\$159.00	\$159.00

Regular, Overtime, and Premium time explanation:

- Regular Hours are Monday through Friday (excluding holidays) from 7:30am to 4:00pm.
- Overtime Hours are Monday through Friday after these work hours for the first four straight hours on any job as well as Saturday for the initial 8 working hours.
- Premium Hours are Monday through Friday after four hours of OT on any one job, Saturdays after 8 hours on any one job, all day Sunday starting at 12:00am until Monday at 7:30am and all holidays starting at 12:00am until the next morning at 7:30am.

Equipment Rates				
Item #	Item Description	Unit	Quantity	Unit Price
18	Service Truck	HR	1	\$30.00
19	Bucket Truck	HR	1	\$30.00
20	Crane Truck	HR	1	\$55.00

Material Markup			
Item #	Item Description	Unit	%
21	Material Markup	%	15%

Yunex LLC requests the option to re-evaluate contract pricing using the US Consumer Price Index to calculate annual escalations.

**IMPLEMENTATION AGREEMENT BETWEEN THE WESTERN
RIVERSIDE COUNCIL OF GOVERNMENTS AND THE CITY OF
MURRIETA TO IMPLEMENT THE MAINTENANCE AND REPAIR
PROGRAM FOR STREETLIGHTS**

This Implementation Agreement (“Agreement”) is entered into as of April 1, 2018 (“Effective Date”) by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and the City of Murrieta (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, various cities within Riverside County and the County of Riverside entered into a Joint Powers Agreement on April 1, 1991, as amended from time to time, to create WRCOG (the “JPA”); and

WHEREAS, Member Agency is a signatory to the JPA; and

WHEREAS, Article VIII of the JPA permits any WRCOG member agency, when authorized by the Executive Committee, to execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the JPA permits WRCOG, when authorized by an Implementation Agreement, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement; and

WHEREAS, over the course of 2016 and 2017, WRCOG negotiated a template purchase and sale agreement, and other associated agreements, with Southern California Edison (“SCE”) to permit WRCOG’s member agencies to acquire streetlights from SCE; and

WHEREAS, the Member Agency desires to acquire such streetlights from SCE and retrofit such lights with certain energy efficiency improvements; and

WHEREAS, the Member Agency intends to enter into that Equipment Lease/Purchase Agreement dated April 10, 2018 (as amended, the “Lease Agreement”) with Banc of America Leasing & Capital, LLC (together with its successors and assigns, “BALCAP”) in order to finance the acquisition, installation and retrofitting of streetlights within its jurisdiction; and

WHEREAS, as a condition of such Lease Agreement, the Member Agency must properly maintain, repair and replace such streetlights during the term of the Lease Agreement; and

WHEREAS, WRCOG and Member Agency believe that economies of scale can be achieved if maintenance, repair, retrofitting and replacement services of streetlights were provided

to several of WRCOG's member agencies under one or more agreements which would be administered by WRCOG; and

WHEREAS, WRCOG member agencies have the common power to enter into an agreement for the maintenance, repair, retrofitting and replacement of streetlights in their jurisdictions and administer such agreement; and

WHEREAS, WRCOG and the Member Agency desire to enter into this Agreement in order to authorize WRCOG to enter into one or more agreements with third party providers for the provision of maintenance, repair, retrofitting and replacement services of streetlights on behalf of Member Agency within the Member Agency's jurisdiction and administer such agreements ; and

WHEREAS, the Executive Committee of WRCOG and the City Council of the Member Agency have each authorized WRCOG and the City Council, respectively, to enter into this Agreement; and

WHEREAS, WRCOG, the Member Agency, Wilmington Trust, National Association, a national banking association (together with any successor paying agent, the "Paying Agent"), and BALCAP will enter into a Paying Agent Agreement dated April 10, 2018 (as in order to facilitate the orderly distribution of payments required under this Implementation Agreement and the Lease Agreement (as amended, "Paying Agent Agreement"); and

WHEREAS, the Member Agency, Wilmington Trust, National Association, a national banking association, as escrow agent, and BALCAP will enter into an Escrow and Account Control Agreement to fulfill the deposit requirements under the Lease Agreement (as amended, "Escrow Agreement").

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

1. Maintenance, Repair, and Access

1.1 WRCOG shall enter into an agreement (the "Professional Services Agreement") for the provision of retrofitting services and regular maintenance and repair services for those streetlights listed in Exhibit A (the "Services"), attached hereto and incorporated herein located in Member Agency's jurisdiction. Maintenance and repair activities shall consist of repair of electrical wiring and light fixtures, replacement of burned-out lamps, repair and replacement of damaged equipment caused by auto accidents and vandalism, and marking the location of underground electrical conduits for the Dig Alert: Underground Service Alert program, as needed. So long as the Lease Agreement is in effect and not later than three months prior to the termination of any such Professional Services Agreement, WRCOG shall either: (a) renew the Professional Services Agreement; or (b) enter into a Professional Services Agreement with a new vendor.

1.2 In addition, WRCOG shall enter into an agreement (the "Equipment Purchase Agreement") for the purchase of all equipment associated with the Services.

1.3 In addition to the Services, WRCOG shall enter into a future agreement (the “Re-lamping Services Agreement”) to provide capital replacement services for such streetlighting, otherwise known as “Re-lamping Services.” Re-lamping Services may be provided under the Professional Services Agreement, through amendment to the Professional Services Agreement, or through a separate agreement.

1.4 WRCOG shall cause the Services to be performed to conduct activities on an as required basis. Non-emergency and emergency maintenance may be performed at Member Agency’s request, but will be subject to the provisions of Section 4 of this Agreement.

1.5 WRCOG shall provide streetlight system reviews and reports including a summary of system activities on an annual basis.

1.6 In order for the contractors to perform the Services and Re-lamping Services, Member Agency hereby grants to WRCOG a no-cost license and right to access the streetlights and adjacent Member Agency properties and rights-of-way for the sole purpose of performing the services under this Agreement. This license and right-of-access shall run concurrently with the Agreement. Notwithstanding the foregoing, WRCOG will require its contractors performing the Services and Re-lamping Services to follow each Member Agency’s encroachment and right-of-way access procedures. In complying with these procedures, Member Agency shall not charge the contractors a fee and will not unreasonably delay or deny the contractors access to the streetlights and adjacent Member Agency properties and rights-of-way.

1.7 Member Agency understands and agrees that WRCOG intends to retain one or more contractor (or contractors) for the performance of the Services and the Re-lamping Services. WRCOG shall take all necessary steps to ensure Member Agency holds the right to enforce the terms of WRCOG’s agreement with said contractor (or contractors) as it pertains to the Services and the Re-lamping Services rendered in Member Agency’s jurisdiction. In retaining said contractor(s), WRCOG shall comply with all applicable laws, including any applicable public bidding requirements.

2. Member Agency Payments

The Member Agency shall make all payments in the amounts and at the times as required in the Paying Agent Agreement. Payments shall be made by the Member Agency to the fund established under the Paying Agent Agreement entitled “City of Murrieta Equipment Lease/Purchase Agreement, Account No. ___” (the “Collection Fund”) by wire transfer as follows:

2.1 Manufacturers Traders Trust Co., ABA #031100092, A/C #1001, A/C Name: Corporate Trust.

2.2 The Member Agency shall pay all Rental Payments due under the Lease Agreement to the Paying Agent (for deposit into Collection Fund and further deposit into the Rental Payment Subaccount) at the times and in the amounts required in the Paying Agent Agreement, including Annex I thereto (and in any event no later than required under the Lease Agreement).

2.3 The Member Agency shall pay all fees, costs or expenses due and owing to the Paying Agent under the Paying Agent Agreement including in accordance with the column titled

“Paying Agent Fee Subaccount” on Annex I attached thereto, together with any past due amounts due to the Paying Agent thereunder, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.4 Member Agency shall make payments in an amount sufficient to pay the amount of the administrative fees due and payable to WRCOG under this Agreement at the times and in the amounts as required by the Paying Agent Agreement and in accordance with the column titled “Administrative Fee Subaccount” on Annex I thereto, together with any past due administrative fee amounts owing to WRCOG, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.5 Member Agency shall make payments owing with respect to Services provided by WRCOG under Section 1.1 hereof, at the times and in the amounts as required by the Paying Agent Agreement and accordance with the column titled “Annual Maintenance Subaccount” on Annex I attached to the Paying Agent Agreement, *plus* any amounts due and unpaid with respect to Services performed, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement.

2.6 The Member Agency shall make payments for Re-lamping Services to the Paying Agent at the times and in the amounts as required by the Paying Agent Agreement and accordance with the column titled “Re-lamping Reserve Subaccount” on Annex I attached to the Paying Agent Agreement, *plus* any amounts due and unpaid with respect to Re-lamping Services performed, to the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement. In the event of a deficiency in the Re-lamping Reserve Subaccount to make payment on any of amounts due for fees and costs associated with the Re-lamping Services for the Member Agency, the Member Agency shall deposit with the Paying Agent for deposit into the Collection Fund and for further distribution as provided in the Paying Agent Agreement an amount equal to the deficiency in the Re-lamping Reserve Subaccount.

2.7 The Member Agency hereby grants WRCOG the authority to provide the Paying Agent with instructions on requisitions from the Administrative Fee Subaccount, the Annual Maintenance Subaccount and the Re-lamping Reserve Subaccount. WRCOG shall maintain records of payment relating to expenditures from such funds and subaccounts and make such records available to the Member Agency upon request.

2.8 The Member Agency and WRCOG acknowledges that if insufficient funds are appropriated to make payments pursuant to the Lease Agreement or any payments required pursuant to this Agreement, the Paying Agent shall distribute funds from the Collection Fund as follows:

First, deposit moneys into the Rental Payment Subaccount to exclusion of all the other subaccounts until there exists in the Rental Payment Subaccount funds sufficient to pay all Rental Payments then past due and owing *plus* an amount sufficient to pay all Rental Payments then due and owing *plus* an amount sufficient pay the sum of the Rental Payment Interest Portion *plus* the Rental Payment Principal Portion coming due on the next succeeding Payment Date as reflected on Annex I to the Paying Agent Agreement, *plus* any past due amounts and interest thereon, fees, costs, expenses and any other amounts due to Lessor under the Lease Agreement or any related agreement;

Second, after all amounts required to be deposited into the Rental Payment Subaccount have been deposited in full, deposit moneys into the Paying Agent Fee Subaccount to the extent available;

Third, after all amounts required to be deposited into the Rental Payment Subaccount and the Paying Agent Fee Subaccount have been deposited in full, deposit moneys into the Administrative Fee Subaccount to the extent funds are available;

Fourth, after all amounts required to be deposited into the Rental Payment Subaccount, the Paying Agent Fee Subaccount and the Administrative Fee Subaccount have been deposited in full, deposit moneys to the Annual Maintenance Subaccount to the extent available;

Fifth, after all amounts required to be deposited into the Rental Payment Subaccount, the Paying Agent Fee Subaccount, the Administrative Fee Subaccount and the Annual Maintenance Subaccount have been deposited in full, deposit amounts in the Re-lamping Reserve Subaccount to the extent available.

Each subaccount shall be as described in the Paying Agent Agreement.

2.9 Notwithstanding anything to the contrary herein, so long as Member Agency transmits the amounts due hereunder to the Paying Agent by the respective due dates, Member Agency's obligation with respect to such due amounts shall be satisfied. Subject to the terms of the Lease Agreement, Member Agency shall not be liable in any way for failure or delay by the Paying Agent to transfer such amounts to the proper recipients.

3. Initial Cut-Over Process and Installation of LED Lights

Upon transfer of the streetlights to the Member Agency, pursuant to the Pole Agreement, WRCOG shall coordinate and manage the cut-over process involving the removal of SCE tags and replacement with new tags for tracking purposes. WRCOG shall also coordinate and manage the retrofitting of the streetlights identified in Section 1 of this Agreement with Member Agency-approved LED luminaires. The costs associated with this process shall be paid by Member Agency as a Transition Cost or Severance Cost (each as defined in the Pole Agreement, as defined in the Lease Agreement) through disbursements (approved by BALCAP) from the escrow account established in accordance with the Escrow Agreement.

4. Emergency Maintenance

WRCOG shall perform, only at the express request of the Member Agency, emergency maintenance activities for the streetlights identified in Section 1 of this Agreement. Emergency maintenance performed under the Services Agreement pursuant to this Section shall be charged to Member Agency directly on a reasonable time and materials basis. When emergency maintenance services are provided hereunder, WRCOG shall submit to Member Agency a monthly invoice by the 15th of the month immediately following the month in which the services were performed. Member Agency shall then pay said invoice in full within thirty (30) days following its receipt of the invoice.

5. Term, Termination, and Default

5.1 This Agreement shall commence on the Effective Date set forth above and continue in perpetuity unless and until otherwise modified or terminated by any Party under the terms of this Agreement.

5.2 Upon an event of non-appropriation pursuant to Section 5.3 hereof or written notice of not less than one fiscal year, either Party may terminate this Agreement without cause. Termination shall not relieve the Party of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the Party's notice of termination. Any termination of this Agreement shall be subject to Section 9.02 of the Lease Agreement.

5.3 Member Agency's obligations to provide payments under this Agreement is subject to Member Agency's annual budget process and the making of necessary budget appropriations in the fiscal year in which Member Agency would pay the obligations. In the event the governing body of the Member Agency does not make a budgetary appropriation for the payments under this Agreement for an upcoming fiscal year, Member Agency shall notify WRCOG within 5 days of such decision to not appropriate, and this Agreement shall be terminated as of the commencement on such upcoming fiscal year.

5.4 So long as this Agreement is not terminated pursuant to Section 5.3 hereof, if any payment due from Member Agency under this Agreement is not received by WRCOG within 10 days of the due date, the amount shall bear interest at 5.00% annually. In addition, Member Agency shall pay to WRCOG an additional sum of five percent (5.00%) of the overdue payment as a late charge for any amounts not in dispute. The Parties agree that this late charge represents a fair and reasonable estimate of the administrative costs that WRCOG will incur by reason of a late payment by Member Agency. Acceptance of any late payment charge shall not constitute a waiver from exercising any of the other rights and remedies available to WRCOG under this Agreement, at law or in equity, including, but not limited to, any interest charges imposed herein. Furthermore, if Member Agency has not made any payment due under this Agreement within thirty (30) days following the due date, WRCOG may terminate this Agreement for cause. Termination of this Agreement by WRCOG for cause shall not relieve Member Agency of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the WRCOG's notice of termination.

6. Environmental Review

WRCOG shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required under this Agreement.

7. Cooperative Effort

Member Agency shall cooperate with WRCOG by providing information and other assistance in order for WRCOG to meet its obligations hereunder.

8. Miscellaneous Provisions

8.1 Notice. Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

WRCOG:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Attn: Executive Director

MEMBER AGENCY:

City of Murrieta
1 Town Square
Murrieta, CA 92562
Attn: City Manager

8.2 Entire Agreement. This Agreement, together with the JPA and WRCOG By-laws, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

8.3 Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8.4 Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as applicable. Venue shall be in Riverside County.

8.6 No Third Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

8.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

8.8 Headings. The paragraph headings used in this Agreement are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

8.9 Amendment. This Agreement may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Agreement shall be of no effect. Any amendment of this Agreement shall be subject to Section 9.02 of the Lease Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

WRCOG
Western Riverside Council of Governments

Member Agency
City of Murrieta

By: 
Executive Director

By: _____
Kim Summers, City Manager

Date: _____

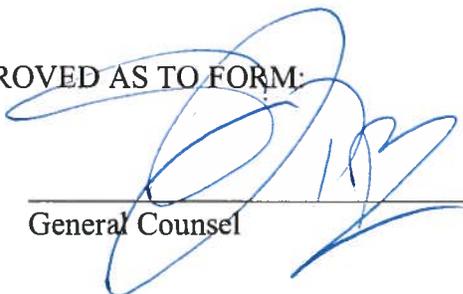
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
General Counsel

By: _____
City Attorney

8.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

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WRCOG
Western Riverside Council of Governments

Member Agency
City of Murrieta

By: _____
Executive Director

By: 
Kim Summers, City Manager

Date: _____

Date: 4/6/2018

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
General Counsel

By: 
City Attorney

**EXHIBIT A
STREETLIGHTS**

[ATTACHED BEHIND THIS PAGE]

**EXHIBIT A
TO IMPLEMENTATION AGREEMENT**

**See Exhibit A
to Equipment Lease/Purchase
Agreement**

[PLACEHOLDER] : (b)Equipment Purchase Agreement between WRCOG and Contractor (EPA)

PLACEHOLDER

[PLACEHOLDER] : (i) Appendix # 7 to Equipment Purchase Agreement

PLACEHOLDER

**AMENDED AND RESTATED
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Amended and Restated Agreement is made and entered into this 27 day of March, 2018 (“Effective Date”), by and between the Western Riverside Council of Governments, a California public agency (“WRCOG”) and **SIEMENS INDUSTRY INC., INTELLIGENT TRAFFIC SYSTEMS** (“Consultant”). WRCOG and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. DEFINITIONS, INCORPORATED DOCUMENTS, AND RECITALS.

2.1 Original Agreement

On or about December 18, 2017, the Parties entered into that certain Professional Services Agreement for professional services for the Project (as defined herein) (“Original Agreement”). Parties now desire to amend and restate the Original Agreement to include additional language requested by the lender to the Member Agencies (as defined herein) consistent with that Equipment Lease/Purchase Agreement entered into between each Member Agency and Banc of America Leasing & Capital, LLC (together with its successors and assigns, “Lessor”) in order to finance the acquisition, installation and retrofitting of streetlights within the Member Agency’s jurisdiction (as amended, the “Lease Agreement”). The Parties expressly hereby agree that the Lease Agreement is not being incorporated into this Agreement and shall not be deemed a part of this Agreement.

2.2 Member Agency.

“Member Agency” means any and all member agencies participating in WRCOG’s street light program in accordance with an Implementation Agreement. The following local agencies are Member Agencies for the purposes of this Agreement:

- City of Eastvale
- City of Hemet
- Jurupa Community Services District
- City of Lake Elsinore
- City of Menifee
- City of Moreno Valley
- City of Murrieta
- City of Perris
- City of San Jacinto
- City of Temecula
- City of Wildomar

2.3 Incorporated Documents.

2.3.1 Request for Proposal. The Request for Proposal No. 17-04 (“RFP”) issued by WRCOG on March 10, 2017 and the Consultant’s response to the RFP dated May 11, 2017 are incorporated herein by this reference.

2.3.2 Appendices and Exhibits. Each Member Agency shall execute its own Appendix, which shall cover the following for that Member Agency: Scope of Services (Exhibit A), Schedule of Services (Exhibit B), and Compensation (Exhibit C). The following Appendices, including their Exhibits, are attached hereto and incorporated herein by this reference:

- Appendix 1 – City of Eastvale
- Appendix 2 – City of Hemet
- Appendix 3 – Jurupa Community Services District
- Appendix 4 – City of Lake Elsinore
- Appendix 5 – City of Menifee
- Appendix 6 – City of Moreno Valley
- Appendix 7 – City of Murrieta
- Appendix 8 – City of Perris
- Appendix 9 – City of San Jacinto
- Appendix 10 – City of Temecula
- Appendix 11 – City of Wildomar

2.4 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by WRCOG and its Member Agencies on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing LED street light installation and ongoing operations and maintenance of street light systems, is licensed in the State of California, and is familiar with the plans of WRCOG and its Member Agencies.

2.5 Project.

WRCOG desires to engage Consultant to render such professional services for the installation of LED street lights and the ongoing operations and maintenance of the street light systems for Member Agencies. (“Project”) as set forth in this Agreement and the RFP.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to WRCOG and the applicable Member Agencies all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform LED street light installation and ongoing operations and maintenance of street light systems necessary for the Project (“Services”). The Services are more particularly described in the RFP and in Exhibit “A” to each Appendix attached hereto and incorporated herein by reference, and which are stated in the proposal to WRCOG and approved by WRCOG’s Executive Committee. All Services shall be subject to, and performed in accordance with, this Agreement, the appendices and exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the Effective Date to December 1, 2022, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. WRCOG shall have the option to extend the term of this Agreement for two (2) additional one (1) year periods (“Option Term”) by notifying Consultant in writing prior to the end of the term of this Agreement, or any then-current Option Term, of its election to so exercise its option. The Option Term may be exercised by WRCOG on behalf of all or any number of Member Agencies, subject to prior written approval from the relevant Member Agency with respect to the extension of its respective Appendix. Compensation for work during any Option Term shall be at the rates set forth in Exhibit “C”, but otherwise all other terms and obligations of this Agreement shall continue to apply during any Option Term.

3.1.3 Assignability of Agreement. WRCOG reserves the right to assign this Agreement to other entities, subject to prior written approval from the relevant Member Agency with respect to an assignment of its respective Appendix. Assignment(s) will be subject to the same terms and conditions included in this Agreement. Other entities shall negotiate the pricing for the Services and supplies with the Consultant and include necessary provisions for management of their specific projects. WRCOG shall have no responsibility for the Consultant’s performance under any assignments.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. WRCOG retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of WRCOG or any Member Agency and shall at all times be under Consultant’s exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services for WRCOG and the applicable Member Agencies expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit “B” to each Appendix attached hereto and incorporated herein by reference. Consultant understands and agrees that in the event that the schedule for delivery of Services to any Member Agency, as identified in Exhibit “B” to any Appendix, is delayed, for any reason whatsoever including through the fault of WRCOG or the Member Agency, the delay shall not be used as a reason for delay on the part of the Contractor in meeting the schedule for delivery of Services to any other Member Agency. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant’s conformance with the Schedule, WRCOG and the applicable Member Agency shall respond to Consultant’s submittals in a timely manner. Upon request of WRCOG or any Member Agency, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of WRCOG and the applicable Member Agency.

3.2.4 Substitution of Key Personnel. Consultant has represented to WRCOG that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of WRCOG. In the event that WRCOG and Consultant cannot agree as to the substitution of key personnel, WRCOG shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to WRCOG, or who are determined by the WRCOG to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the WRCOG. The key personnel for performance of this Agreement are as follows: Alex Valenti, Bryan Berlin, Candace Gallaher, Michael Hutchens and Steven Teal.

3.2.5 WRCOG’s Representative. WRCOG hereby designates Rick Bishop, or his or her designee, to act as its representative for the performance of this Agreement (“WRCOG’s Representative”). WRCOG’s Representative shall have the power to act on behalf of WRCOG for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than WRCOG’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates Steven Teal, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with WRCOG staff in the performance of Services and shall be available to WRCOG's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from WRCOG or any Member Agency, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by WRCOG or the applicable Member Agency to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to WRCOG or the applicable Member Agency, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to WRCOG, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold WRCOG, its Member Agencies, and WRCOG's and the Member Agencies' officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to WRCOG that it has secured all insurance required under this section, in a form and with insurance companies acceptable to WRCOG. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to WRCOG that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to

persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$5,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by WRCOG to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) Bodily Injury and Property Damage; (2) Personal Injury/Advertising Injury; (3) Premises/Operations Liability; (4) Products/Completed Operations Liability; (5) Aggregate Limits that Apply per Project; (6) Explosion, Collapse and Underground (UCX) exclusion deleted; (7) Contractual Liability with respect to this Agreement; (8) Broad Form Property Damage; and (9) Independent Consultants Coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(iii) The policy shall give WRCOG, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from WRCOG’s or any Member Agency’s insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability.

(i) The automobile liability policy shall be endorsed to state that: (1) WRCOG, its Member Agencies, and WRCOG’s and its Member Agencies’ directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects WRCOG, its Member Agencies, and WRCOG’s and its Member Agencies’ directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by WRCOG, its Member Agencies, and WRCOG’s and its Member Agencies’ directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against WRCOG, its Member Agencies, and WRCOG’s and its Member Agencies’ directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of WRCOG and each Member Agency (if agreed to in a written contract or agreement) before WRCOG's or any Member Agency's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide WRCOG at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to WRCOG at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by WRCOG, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WRCOG and its Member Agencies have the right but not the duty to obtain the insurance they deems necessary and any premium paid by WRCOG and its Member Agencies will be promptly reimbursed by Consultant or WRCOG (and the applicable Member Agency) will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, WRCOG may cancel this Agreement. WRCOG may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither WRCOG, its Member Agencies, nor WRCOG's or its Member Agencies' directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WRCOG. Consultant shall guarantee that, at the option of WRCOG, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to WRCOG and each Member Agency.

3.2.10.8 Verification of Coverage. Consultant shall furnish WRCOG and each Member Agency with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WRCOG. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by WRCOG if requested. All certificates and endorsements must be received and approved by WRCOG before work commences. WRCOG reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to WRCOG that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, agents and volunteers as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, WRCOG may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.12 Surety Bonds. Consultant shall provide each Member Agency with a payment and performance bond (“Surety Bond”) executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of “A-” or better, and otherwise satisfactory to the Member Agency and naming the Member Agency as a co-obligee in a sum equal to the entire amount to become payable under the Appendix to this Agreement applicable to the Member Agency. Each bond shall be conditioned on the completion of the Services for that Member Agency and upon payment of all claims of subconsultants and suppliers. Consultant shall cause the surety company to add WRCOG and Banc of America Leasing & Capital LLC as a co-obligee on each Surety Bond, and shall deliver a certified copy of each Surety Bond to WRCOG and Banc of America Leasing & Capital LLC promptly upon receipt thereof by Consultant. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Consultant’s obligations in accordance with this Agreement and all Appendices and, if for whatever reason such proceeds are not so applied, then first to amounts due Lessor (as defined in the Lease Agreement) pursuant to Section 4.05 and 7.04 of the Lease Agreement, and any remaining amounts shall be payable to Lessee (as defined in the Lease Agreement).

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” to each Appendix attached hereto and incorporated herein by reference. The total compensation shall not exceed Five Million Nine Hundred Thirteen Thousand Seventy-Three Dollars (\$5,913,073) over a five year contract period without written approval of WRCOG’s Executive Director and the applicable Member Agency. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to WRCOG a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. At a minimum, Consultant shall provide a statement with sufficient detail to enable WRCOG or the Member Agency to make payment to Consultant from the appropriate account in accordance with the Paying Agent Agreement (as defined in the Lease Agreement) and/or Escrow Agreement (as defined in the Lease Agreement), as applicable (i.e., retrofit specific costs to be identified separately from other Services under this Agreement). WRCOG shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by WRCOG.

3.3.4 Extra Work. At any time during the term of this Agreement, WRCOG may request that Consultant perform Extra Work. As used herein, “Extra Work” means any

work which is determined by WRCOG to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from WRCOG's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. WRCOG shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of WRCOG or any applicable Member Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. WRCOG may, subject to prior written approval from the relevant Member Agency and by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In addition, each Member Agency may, by written notice to WRCOG and Consultant, terminate its Appendix to this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to WRCOG or the applicable Member Agency, and Consultant shall be

entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, WRCOG may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, WRCOG and its Member Agencies may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: 9225 Bee Cave Road, Building B, Suite 101
Austin, TX 78733
Attn: Steven Teal
Facsimile: (512) 421-6617

WRCOG: Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor, MS 1032
Riverside, CA 92501
Attn: Rick Bishop
Facsimile: (951) 787-7991

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Inspection of Installation Data and Maintenance Records.

3.5.3.1 During the course of this Agreement, and upon reasonable advance notice and during normal business hours, WRCOG and its Member Agencies may inspect and examine the installation data and maintenance records specifically created or collected by Consultant under this Agreement. Upon termination or expiration of this Agreement, Consultant will provide to WRCOG and its Member Agencies the installation data and maintenance records specifically created or collected by Consultant under this Agreement. The installation data and maintenance records shall include all final installation data, customer service reports and inquiry activity, and maintenance records, but shall not be deemed to include any proprietary, confidential, or protected information, programs, platforms, and/or materials of Consultant.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of WRCOG and the relevant Member Agency, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use WRCOG's or any Member Agency's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of WRCOG or the applicable Member Agency.

3.5.3.3 Infringement Indemnification. Consultant shall defend, indemnify and hold WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WRCOG or any Member Agency of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' officials, officers, consultants, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys fees, incurred by each of them in connection therewith or in

enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by WRCOG, its Member Agencies, and WRCOG's and its Member Agencies' directors, officials, officers, consultants, employees, agents or volunteers. This section shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 Right to Employ Other Consultants. WRCOG reserves the right for itself and its Member Agencies to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of WRCOG, subject to prior written approval from each applicable Member Agency to the extent such assignment, hypothecation or transfer could impact such Member Agency's Appendix. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to WRCOG include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. All references to Member Agencies include their elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties, subject to prior written approval from each applicable Member Agency to the extent such supplement, modification, or amendment impacts such Member Agency's Appendix.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties with the exception of the Member Agencies, which are expressly considered to be third party beneficiaries and are entitled to enforce any and all rights and remedies held by the Member Agency itself or by WRCOG under this Agreement.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, WRCOG shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of WRCOG, during the term of his or her service with WRCOG, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of any WRCOG's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party

warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of WRCOG, subject to prior written approval from the applicable Member Agency to the extent such work relates to such Member Agency's Appendix. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
AMENDED AND RESTATED
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties hereby have made and executed this Amended and Restated Agreement as of the date first written above.

WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

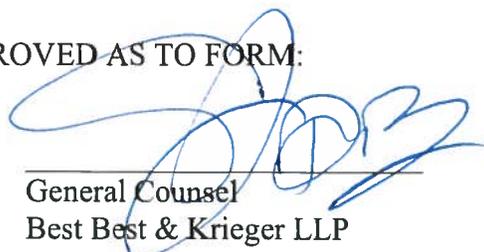
SIEMENS INDUSTRY INC.,
INTELLIGENT TRAFFIC SYSTEMS

By: 
Rick Bishop
Executive Director

By: _____
Title: _____

APPROVED AS TO FORM:

ATTEST:

By: 
General Counsel
Best Best & Krieger LLP

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to WRCOG.

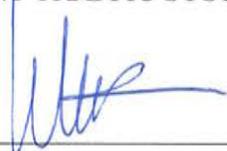
**SIGNATURE PAGE
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WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

SIEMENS INDUSTRY INC.,
INTELLIGENT TRAFFIC SYSTEMS

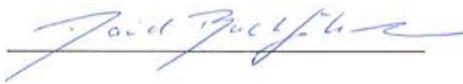
By: _____
Rick Bishop
Executive Director

By:  _____
Title: Marcus Welz, CEO

APPROVED AS TO FORM:

ATTEST:

By: _____
General Counsel
Best Best & Krieger LLP

By:  _____
Title: David Buchfuehrer, CFO

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

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**APPENDIX #7
City of Murrieta**

This Appendix #7 to Agreement (“Appendix”) by and between WRCOG, Consultant, and the City of Murrieta (“Member Agency”) is made and entered into this 1st day of April, 2018. WRCOG, Consultant, and Member Agency are referred to herein as Parties.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Professional Services Agreement between WRCOG and Consultant dated March 27, 2018 with the exception of the term Member Agency, which for the purposes of this Appendix #7 will refer to the City of Murrieta only.

2. Agreement Incorporated. The terms and provisions of the Agreement are hereby incorporated into this Appendix.

3. Member Agency Exhibits. The Parties hereby agree that the Scope of Services, Schedule of Services, and Compensation for the Project as it relates to Member Agency are defined specifically in Exhibits A, B, and C, attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereby have made and executed this Appendix as of the date first written above.

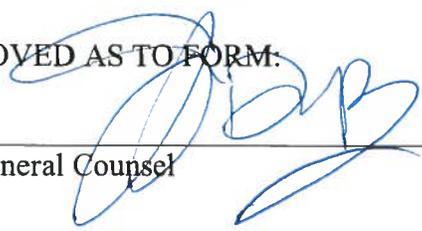
WRCOG

Consultant

By: 
Rick Bishop, Executive Director

By: _____
Marcus Welz, CEO

APPROVED AS TO FORM:

By: 
General Counsel

By: _____
David Buchfuehrer, CFO

Member Agency

By: _____
Kim Summers, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**APPENDIX #7
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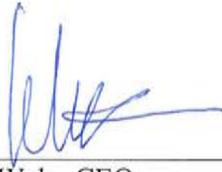
WRCOG

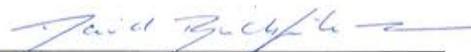
By: _____
Rick Bishop, Executive Director

APPROVED AS TO FORM:

By: _____
General Counsel

Consultant

By:  _____
Marcus Welz, CEO

By:  _____
David Buchfuehrer, CFO

Member Agency

By: _____
Kim Summers, City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

**APPENDIX #7
City of Murrieta**

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WRCOG

Consultant

By: _____
Rick Bishop, Executive Director

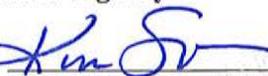
By: _____
Marcus Welz, CEO

APPROVED AS TO FORM:

By: _____
General Counsel

By: _____
David Buchfuehrer, CFO

Member Agency

By:  _____
Kim Summers, City Manager

ATTEST:

By:  _____
City Clerk

APPROVED AS TO FORM:

By:  _____
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

Siemens Intelligent Traffic System proposes the following scope of work for services related to the street lights located in the Western Riverside Council of Governments (WRCOG) subregion. These services include the turnkey services related to installation of LED street lights and the ongoing operations and maintenance of the street light systems for member jurisdictions. These services are extended to the street lights currently owned by the member jurisdictions, those to be purchased from Southern California Edison and any additional assets that are installed within the contract period. Siemens extends this contract for 5 years for date of execution, with the option for additional extension if agreed upon by all parties. All services included in the Scope of Services will be billed per the rates outlined in Exhibit C.

Project Development

The Project Development phase includes several key elements that must take place for member jurisdictions to effectively acquire street lights from Southern California Edison (SCE), efficiently convert to LED technology and begin operating and maintaining the system.

1. SCE Coordination- Facilitate the “Cut-Over” Process with SCE

Siemens will assist WRCOG and member jurisdictions in communication and scheduling with Southern California Edison representatives during the acquisition phase. Siemens will coordinate the development of an agreed upon schedule and geographic plan for the associated field work and cutover of assets from SCE to member jurisdictions. Specific scope includes:

- Participation in SCE calls
- Develop cut over schedule and work flow with SCE subcontractors
- Provide review of “fielding” data from SCE and associated subcontractors
- Update Street light database to include new street lights previously not included in valuations and other associated data corrections/modification/additions.
- Track billing adjustments from SCE as street lights are acquired
- Support WRCOG and its member jurisdictions with the Inventory, Inspection and Transition Activities as identified in the City’s Purchase and Sales Agreement (Agreement) with SCE

2. Street light pole tagging and field verification

Siemens will install street light pole tags during the installation of the LED street light fixture. The tags will either be furnished by WRCOG, member jurisdiction or by Siemens. The associated pole tags will be designed and approved with jurisdiction/regional street light numbering sequence by WRCOG and/or jurisdiction staff. Siemens will install pole tags and update the web based WRCOG database of information for each pole, referencing the associated pole number.

Siemens will verify street light asset attributes during the LED installation utilizing the web based WRCOG database. The information to be reaffirmed in the database upon conversion shall

include condition of asset, GPS coordinates for each asset, pole type, pole height, arm length, luminaire type, wattage, lamp type, voltage, general pole condition, service feed type: overhead or underground, city and SCE pole structure number (in the case the numbers are different) and description of point of demarcation between jurisdiction and SCE facilities.

3. Procurement Support- LED Material Selection and Design (optional)

Siemens can provide support in the process of selecting and procuring fixtures for the project and provide recommendations to the City for final approval. This service includes identifying material vendors, soliciting proposals from vendors and performing a detailed evaluation of material proposals submitted.

Fixture selection is typically based on a variety of factors that ultimately will lead to identification of the best solution for the customer. Some of the factors considered are:

- Fixture efficiency
- Demonstrated durability
- Material cost
- Availability/production lead times
- Design functionality
- SCE rebate eligibility
- Life-cycle cost

Concurrent with the evaluation of fixture alternatives, Siemens can provide additional design support. This includes evaluating basic standard lighting configurations which exist on various street types throughout a jurisdiction. This includes reviewing current existing light levels, performing photometric analysis and recommended replacement fixture standards to apply throughout the conversion process. The process of ordering and staging replacement LED fixtures will be greatly aided by establishing these conventions. These services will be billed at a time and material basis per the labor rates outlined in Exhibit C. In the event that Siemens provides procurement services, Siemens will waive the fees associated with this service.

Project Implementation

The implementation phase addresses the various tasks needed to convert each newly acquired street light with a suitable LED fixture and process all data, billing and rebate applications. Siemens will develop a City specific project plan which will include pre-construction meetings, staging of material, installation, and other acquisition and retrofit project milestones.

1. Procurement Support- LED Material Purchasing (optional)

Siemens can direct purchase associated material for the project as approved by the WRCOG and member jurisdiction. This procurement support extends to all associated materials, such as LED fixtures, photocells, pole tags, lighting controls, poles, mast arms and all other associated street light system components. Siemens can receive, warehouse and manage all material prior to installation and process all warranty information with manufacturers as needed. Warranty

information will be retained by Siemens with appropriate copies provided to the member jurisdiction for future use.

2. LED Fixture Installation

Siemens will coordinate and complete all aspects of the conversion of HID fixtures to LED fixtures. This includes coordinating with WRCOG staff regarding procurement, receiving materials at a jurisdiction facility during typical working hours, providing equipment and labor for the complete installation of LED fixture and associated materials and field update of WRCOG provided web based GIS database.

Prior to beginning conversion efforts, Siemens will coordinate all traffic control requirements with the member jurisdiction to gain approval for approved methods for various street configurations, including allowable working hours on arterials, in commercial areas and in residential neighborhoods. MUTCD standards will be adhered to.

Installation progress will be tracked on a daily basis by the project's Siemens Field Supervisor and Project Manager, and a brief status report that includes project status and any current issues will be provided to WRCOG and the jurisdiction on a weekly basis.

3. House Side Shield Installation

Siemens will install manufacturer approved house-side shields on LED street lights, as instructed by member jurisdiction. All requests for shields will be reviewed and approved by member jurisdiction staff prior to installation. Siemens can collaborate with member jurisdiction on specific strategies for implementing house side shields during the LED conversion. Siemens will install house-side shield on up to 10% of new LED street lights upon request, within the first year. Full cost of material and labor included in retrofit costs.

Siemens recommends that house side shields for LEDs be installed at sites where HPS fixtures currently have them. The like-for-like replacement can increase customer satisfaction and reduce the amount of visits to the same location.

4. HID Fixture Disposal

Siemens will be responsible for all fixture disposal and recycling. Disposal of existing luminaries and any other discarded materials will follow all applicable California Recycle and Disposal Laws. Siemens will produce a recycling plan, to be approved by the member jurisdiction. Following disposal, a manifest of disposal will be provided to the member jurisdiction, that specifies what was recycled, what was sent to the landfill, and how hazardous material was disposed of. Siemens reserves the right to select disposal and recycling firms. This includes use of approved bins and locations for temporary holding locations of fixtures, etc. All disposal costs, fees, etc. are included in the retrofit costs.

5. Record Documents

Following the completion of the implementation phase and City acceptance, Siemens will generate project close out documentation. This includes (but is not limited to) the following:

Appendix 7 – City of Murrieta – Exhibit A

- Final Installation Data
- A summary report of the LED installation database information updated throughout the installation. This is based on the WRCOG provided web based database.
- As-built documentation (as-needed)
- As-built schedule of the project and a comparison of the actual installation vs. the scheduled baseline.
- A summary of any scope changes that occurred

Siemens will prepare and submit the final rebate documentation to the utility. In addition, Siemens will verify that the billing rate change has been submitted and accepted, and that the utility bill is correct.

Once the rebate is secured, the billing is verified then a final project closeout report will be generated. This will consist of a complete inventory database of the installed system with GIS locations and attributed of the LED street light system. Furthermore, this report will also include the final results of the rebate allocation, the energy savings to date and the final estimated energy savings for future years, summarizing the final results of the project.

Maintenance Phase

This phase will begin once a member jurisdiction pays SCE for a group of assets. This will be done in phases to be determined by SCE, the City and Siemens.

The maintenance phase will transition from initial maintenance of the existing poles with HID fixtures to maintenance of existing poles with new LED fixtures as the project progresses. Siemens will provide maintenance services for all fixtures acquired by the City from SCE and provide a monthly bill prorating the fixtures acquired throughout the previous month, by technology and fixture type.

General Maintenance will consist of all operations and repairs starting at the pull box or bottom of street light pole where the fuse holder or secondary power source necessary to keep all street lights operations, and associated wiring within the street light circuit.

1. Customer Service

Siemens will develop and implement a customer service portal for each member jurisdiction to effectively manage all incoming street light inquiries from public and from the member jurisdiction. General customer services include:

- 24/7 telephone and web based reporting service
- Web portal access for member jurisdiction and designated representatives
- Quarterly reporting/summaries of customer inquiry activity
- Customer service feedback survey

2. Routine Street light Maintenance Duties

A base monthly fee is established for maintenance of the street light system on a per month, per light basis. Siemens will respond to standard maintenance calls within 5 working days. The fee will reflect the total number of lights being served along with and adjustments for special fixtures/poles.

Routine Maintenance tasks include but are not limited to:

- RMA of LED Fixture (Shipping and handling)
- Warranty management of defective LEDs
- Traffic Control
- General Cleaning During Call Out
- Outage Nights Checks
- Photocell Replacement
- Fuse Replacement
- Fuse Holders Replacement
- Hand Hole Covers (up to 0.05% of stock, annually)
- False Calls

The fee is expected to be all inclusive, with the sole exceptions being those items identified in the extraordinary maintenance section. Annual services include:

- System problem assessment/diagnostics
- Repair and replacement of damaged/inoperable fixture material
 - For HID fixtures this can include repair or replacement of constituent parts. Such as lamps, ballasts, starters, reflectors, diffusers, etc.
 - For LED fixtures this can include repair or replacement of constituent parts. Such as drivers, lenses, and LED arrays. Typically LED fixtures will be covered under warranty and will be processed accordingly.
- Photocell repair and maintenance
- Hand hole cover replacement of standard hand hole covers. Limited to 0.05% of stock annually.
- Coordination with 3rd party attachment licensees
- Quarterly review of system operation (night check)
- General cleaning of fixture during maintenance call out
- Customer service portal operations
- LED fixture warranty processing

3. Extraordinary Street light Maintenance Duties

Siemens recognizes that there will be situations that can and will occur during the maintenance phase of the project that are best addressed individually based on the actual occurrence and not covered under a monthly fixture price. Items such as accidents resulting in the street lights being damaged and replaced or the need for specialized shielding devices are expected to occur, though the frequency may vary considerably. These items are being defined as

Appendix 7 – City of Murrieta – Exhibit A

extraordinary maintenance and not included in the base monthly fee for standard maintenance. The following items have specifically been identified as extraordinary maintenance:

- 24/7 emergency response and securing field location for basic public safety. This would typically include pushing pole out of the right-of-way or from private property, taping off the area of the debris, capping/taping live wires, checking street light circuit and documenting all work activities for insurance purposes.
- Pole knockdown repair. Services can include:
 - removal of all associated spoils and debris from original installation
 - installation of new street light pole and associated system components
 - installation of associated foundation
 - Adjacent concrete repair/cap replacement
- House side shield installation (if occurs after year one)
- Overhead wiring replacement
- Pole graffiti abatement
- Pole painting
- USA Dig Alert services

**EXHIBIT “B”
SCHEDULE OF SERVICES**

Streetlight Timeline								
Acquisition Process	SCE sends to CPUC	CPUC approval date	Est. Financial Closing	SCE Transition Start	Phase 1 Transition (retrofit start)	Phase 2 (if needed)	Phase 3 (if needed)	Phase 4 (if needed)
Retrofit, O&M, LED fixture, and financing GOALS		Retrofit, O&M service selection GOAL		Finance Closing and LED selection GOAL	LED fixture delivery date GOAL			
City of Murrieta	Complete	Complete	April 10	SCE dependent; est. Mid-May, 2018	SCE dependent; est. Fall 2018			

**EXHIBIT “C”
COMPENSATION**

BILLING RATES

	Item	Description	Unit Cost
Project Development			
1	Street light pole ID tag	This includes the labor for installation of a unique pole ID tag for each pole. Pole tags will be affixed to poles with an adhesive, no riveting or drilling will be performed. The pole tags will be installed at the same time as the LED fixture conversion.	\$10.00/pole
Project Implementation			
2	LED replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$57.00/ Each
3	LED replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$114.00/ Each
4	House side shield installation As Separate call	This includes the costs for installation only of new house side shields including labor, equipment (trucks, tools, etc.) and incidental materials needed for the installation. Includes update of database. The cost does not include the cost of the shield itself.	\$64.00/ Each
Routine Maintenance- Pre-LED Conversion			
5	HPS Fixture Maintenance – Cobra (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS cobra head fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs	\$1.55/ each/month

		and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	
6	HPS Fixture Maintenance – Post Top Acorn (labor, materials, equipment)	This includes the monthly costs for maintenance of all HPS post top fixtures during the period from acquisition of poles through retrofit with new LED fixture. Costs include all labor, materials and equipment needed to keep the existing fixtures functioning properly until the new LED fixtures are installed. This includes all anticipated costs for repairs and maintenance during that time including bulb replacements, ballast replacements, field calls etc. as assumed and prorated across the HPS inventory.	\$3.50/ each/month
7	HPS House side shield installation (labor, materials, equipment)	This includes the cost for each HPS house side shield installation that may be requested during the pre-retrofit stage. Costs include all labor, equipment and materials including the cost of the shield. These would be billed on an individual basis (not monthly or per pole being maintained).	\$64.00/ Each
Maintenance- Post LED Conversion			
8	LED Fixture Maintenance Cobra head	This includes the cost for all regular maintenance and associated tasks to maintain the cobrahead fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$0.65/ each/month
9	LED Fixture Maintenance Decorative	This includes the cost for all regular maintenance and associated tasks to maintain the post top fixtures in the street light system. Detailed scope is included in the Part 1. Scope of Work document above.	\$2.00/ each/month
10	LED Replacement Cobra head	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing cobra head fixtures with a new LED fixture. Includes update of WRCOG database with model number installed and installation date. This also included the cost for disposal of HID materials.	\$57.00/ Each
11	LED Replacement Decorative	This includes the costs for labor, equipment (trucks, lifts, tools, traffic control, etc.) and materials needed to replace existing post top fixtures with a new LED fixture. Includes update of database with model number installed and installation date. The cost per pole shall not include the cost of the actual fixture.	\$114.00/ Each
12	House side	This includes the costs associated with the	\$64.00/

	shield installation	installation of a house side shield on a LED fixture excluding the cost of the actual shield. The costs should include labor, equipment, tools and incidental materials needed to complete a standard installation. This assumes a standard cobra head style fixture and a factory standard shield available for purchase (does not include custom installations and decorative fixtures).	Each
Extraordinary Maintenance (Reference pricing only- this scope will be quoted on time and material basis)			
13	Knockdown pole replacement No foundation	<p>This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does not require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$4,600.00/ Each

14	Knockdown pole replacement with foundation	<p>This includes the costs associated with the replacement of an entire street light pole, luminaire arm, fixture and wiring typically associated with a street light knockdown that does require replacement of the foundation. This is based on the following assumptions: a 30 foot, marbelite pole with a standard 150 watt equivalent LED cobra head fixture.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p> <p>These repairs will not be completed as part of an initial emergency response. Costs are based on a single replacement with work completed during normal work hours scheduled within the requested repair interval.</p>	\$6,925.00/ Each
15	Pull box lid replacement	This includes the cost of labor, materials and equipment to purchase, supply and replace a pull box lid with a fiberlyte lid due to damage or missing lid.	\$165.00/ Each
16	Pole graffiti abatement	This includes the estimated cost per pole to remove or cover reported graffiti. Costs include labor, equipment and materials needed to complete each individual abatement assuming time required to abate graffiti is less than 30 minutes. Work limited to under 4SF and/or lower than 7ft.	\$65.00/ Each
17	Overhead wiring replacement	<p>Total cost to repair or replace damaged overhead wiring. Cost provided per foot of wire being replaced. Costs include labor, equipment and materials to complete the repair during normal working hours.</p> <p>The City understands that there will be considerable variation in costs for these repairs under the contract and anticipates work being authorized individually through a quote process.</p>	\$15/foot, or lump sum as quoted
18	Pole painting	This includes the costs on a per occurrence (per pole) basis for all labor, equipment and materials needed to prep and paint a standard metal street light pole (assume 30 foot). It is assumed that a minimum of 5 poles and a maximum of 20 poles would be	\$479.00/ Each

		scheduled for painting as a group.	
19	USA Dig Alert	Siemens typically prices this service out on a per occurrence basis. This includes the following: Siemens technician identifies the point of demarcation on site using field equipment. This is typically limited to approximately 100-150 linear ft per call out.	\$225.00/ Each

Siemens will evaluate maintenance contract values annually and discuss any needed adjustments with member jurisdictions. Siemens typically utilizes the US Consumer Price Index to calculate annual escalations.

Schedule of Values- Time and Material Rates

1. Labor	Regular Time*	Overtime*	Premium Time*
Maintenance Superintendent	\$105.00	\$135.00	\$160.00
Foreman	\$105.00	\$135.00	\$160.00
Electrician	\$98.00	\$125.00	\$145.00
Laborer	\$85.00	\$115.00	\$135.00
Energy Engineer	\$180.00	N/A	N/A
2. Equipment		Rate per Hour	
Bucket Truck		\$28.00	
Service Truck		\$25.00	
3. Material Mark up (from actual invoice cost)			
Street light LED Retrofit Installation Materials		15%	
Street light Maintenance Materials		15%	

* Work hours are as follows:

- Regular Hours – 7:30am to 4:00pm Monday Thru Friday except Holidays
- Overtime
 1. Monday thru Friday after 4:00pm (for the first four hours)
 2. Saturday for the first 12 hours worked
- Premium Time
 1. Monday thru Saturday After 12 working hours
 2. Sunday & Holidays all day (24 hours)



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 8.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: Bob Moehling, Director of Public Works

PREPARED BY: Jeff Hitch, City Engineer

SUBJECT: Approve a Two-Year Extension to Comply with Assembly Bill 2234
Online Permitting System Requirements

RECOMMENDATION

Approve an extension of up to two years as allowed by California Government Code Section 65913.3.5 by making a written finding that adopting an online permitting system by January 1, 2024, would result in a substantial increase in permit fees and that the City of Murrieta has initiated a procurement process to complete the online permitting system by January 1, 2026.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Maintain a high performing organization that values fiscal sustainability, transparency, accountability and organizational efficiency.

BACKGROUND

Governor Newsom approved Assembly Bill (AB) 2234 on September 28, 2022, which is an act to amend Section 65589.5 and add Sections 65913.3 and 65913.3.5 to the Government Code relating to planning and zoning. The main objectives of the legislation were to require agencies to provide expanded information and streamline and limit submittal review time frames for post-entitlement phase permits. These types of permits in the City of Murrieta (City) generally include building permits, grading permits, and off-site street improvement encroachment permits. The general provisions of AB 2234 require the City to do the following by January 1, 2024:

1. Compile a list of information needed to approve or deny a post-entitlement phase permit;
2. Post an example of a complete, approved application and an example of a complete set of post-entitlement phase permits for at least five types of housing development projects;
3. Provide an option for post-entitlement phase permits to be applied for, completed, and retrieved by the applicant on the City's internet website, and accept applications for post-entitlement phase permits by electronic mail until that process has been established; and
4. Establish time limits for completing reviews regarding whether an application for a post-entitlement

phase permit is complete.

AB 2234 allows for an extension of up to two years for the City to comply with the requirement for permits to be applied for, completed, and retrieved by the applicant on the City's internet website. The City has online permit processing software called EnerGov, which went live in February 2023. While the software is currently being used, it does not meet the requirements of AB 2234. Attempting to do so by January 1, 2024, would require the system owner, Tyler Technologies, Inc, to allocate resources on a short notice or emergency basis, resulting in significant expenditures. The City can recover costs associated with system updates as part of the annual user fee permit fees. The City has current contracts with Tyler Technologies, Inc., to provide updates and modifications to the software. Software modifications are anticipated to be completed to achieve compliance with AB 2234 within the two-year extension period by January 1, 2026.

FISCAL IMPACT

Currently, the total cost associated with the EnerGov system modifications to ensure compliance with AB 2234 is unknown. An amendment to the existing agreement will require additional funding, either to extend the contract amount or scope of work. City staff will bring a report for City Council consideration to amend the agreement with Tyler Technologies, Inc., once the costs and scope of work to update the EnerGov software are determined.



CITY OF MURRIETA

City Council Meeting Agenda Report

12/19/2023
Agenda Item No. 9.

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: David Chantarangsu, Development Services Director

PREPARED BY: David Chantarangsu, Development Services Director

SUBJECT: Adoption of an Urgency Ordinance Pursuant to California Government Code Section 65858 Prohibiting the Establishment of Medical Cannabis Delivery Businesses for 45 Days, to Include an Exemption from the California Environmental Quality Act

RECOMMENDATION

Adopt the proposed Urgency Ordinance No. U-600-23 entitled: *An Interim Urgency Ordinance of the City Council of the City of Murrieta, California, Establishing A 45-Day Temporary Moratorium on the Establishment or Expansion of Medical Marijuana Dispensaries or Facilities, and Mobile Medical Marijuana Dispensaries Within City Limits, Declaring the Urgency Thereof and Finding an Exemption Under the California Environmental Quality Act* to be adopted by 4/5ths vote of the City Council.

PRIOR ACTION/VOTE

None.

CITY COUNCIL GOAL

Provide a high level of innovative public safety.

BACKGROUND

Senate Bill (SB) 1186, known as the Medicinal Cannabis Patients' Right of Access Act, bans cities from prohibiting - directly or indirectly - the retail delivery of medicinal cannabis to patients or caregivers. In enacting the legislation, the State determined that access to medicinal cannabis is an integral aspect of access to health care and sought to ensure that Californians throughout the State have timely and convenient access to safe, effective, and affordable medicinal cannabis (Cal. Bus. & Prof. Code § 26320). The City of Murrieta (City) is contemplating the development of locational and operational standards for medical cannabis delivery businesses. Until these standards can be adopted, it is prudent to prohibit the establishment of such businesses to ensure they do not conflict with standards the City may establish.

When a city contemplates the adoption of new development standards, state law (Government Code Section 65858) provides a city with the ability to adopt as an urgency measure an interim ordinance prohibiting any uses that may be in conflict with a contemplated zoning proposal. This would apply to the city's intent to evaluate and adopt development and operational standards for medical cannabis delivery businesses. Without

the enactment of the 45-day period prohibiting the establishment of medical cannabis delivery businesses, it could be possible for such businesses to be located near sensitive uses such as schools and residences, and without any operational standards addressing security, access, signage, storage, or disposal that would ensure medical cannabis delivery businesses can locate and operate within the city in a manner that is safe and secure while avoiding impacts to public health and safety.

Staff anticipates bringing forward development standards for consideration by the Planning Commission and City Council through the normal adoption process for zoning code amendments as prescribed by state law and the Murrieta Municipal Code (MMC) in the first quarter of 2024. Staff notes ordinances adopted by urgency measure pursuant to Government Code Section 65858 become effective immediately and must pass by a 4/5ths majority vote of the City Council. Existing City standards found in Section 16.44.250 of the MMC that currently prohibit the establishment of a medical cannabis delivery business will be pre-empted by the new state regulations on January 1, 2024. The City will have no regulations in place to address the establishment of such businesses unless the interim ordinance is adopted, followed by the adoption of permanent regulations.

ENVIRONMENTAL

Environmental review is not required under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, Cal. Code of Regs, Title 14, Chapter 3, because it has no potential to result in a physical change to the environment, directly or indirectly. This is because the moratorium adopted by the proposed interim ordinance merely prohibits uses that have significant impacts on public health, safety, and welfare and does not permit any development that could result in a significant change to the environment. Furthermore, the moratorium established by the proposed ordinance is temporary pending further study and investigation. In addition, the proposed ordinance is categorically exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines because this ordinance is a regulatory action taken by the City in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending further review of the potential impacts of medical marijuana facilities and mobile medical marijuana dispensaries in the City and potential modifications to the MMC.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ATTACHMENTS

1. Ordinance No. U-600-23

INTERIM URGENCY ORDINANCE NO. U-600-23

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA, ESTABLISHING A 45-DAY TEMPORARY MORATORIUM ON THE ESTABLISHMENT OR EXPANSION OF MEDICAL MARIJUANA DISPENSARIES OR FACILITIES, AND MOBILE MEDICAL MARIJUANA DISPENSARIES WITHIN CITY LIMITS, DECLARING THE URGENCY THEREOF AND FINDING AN EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Summary: This ordinance establishes, for 45 days, the City’s ban on the establishment or expansion of medical marijuana dispensaries, facilities, and mobile medical marijuana dispensaries within Murrieta.

WHEREAS, the City of Murrieta (“City”) has the authority under its police power, to enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, the City currently regulates marijuana dispensaries and distribution facilities, the for-profit cultivation of marijuana, and the indoor personal cultivation of marijuana within the City under Section 16.44.250 of the Murrieta Municipal Code (“MMC”); and

WHEREAS, under MMC Section 16.44.250, marijuana cultivation is not a permitted use and is prohibited in all zones throughout the City, except for indoor personal cultivation of marijuana; and

WHEREAS, under MMC Section 16.44.250, any violation of marijuana regulations shall constitute a misdemeanor and shall be punishable by a fine not to exceed one thousand dollars or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment; and

WHEREAS, under MMC Section 16.44.250, the operation of any mobile marijuana dispensary and marijuana delivery within the City is a public nuisance, and may be abated by the City, including through declaratory relief and civil injunction. Failure to abate a public nuisance constitutes a misdemeanor punishable by a fine not to exceed one thousand dollars or by imprisonment for a period not to exceed six months, or by both such fine and imprisonment; and

WHEREAS, under Senate Bill No. 1186 (“SB 1186”), signed into law by Governor Newsom on September 18, 2022, and effective January 1, 2024, a local jurisdiction shall not adopt or enforce any regulation that prohibits the retail sale by delivery within the local jurisdiction of medicinal marijuana to medicinal marijuana patients or their primary caregivers, or that otherwise has the effect of prohibiting the retail sale by delivery within the local jurisdiction of medicinal marijuana to medicinal marijuana patients or their primary caregivers by licensed medicinal marijuana businesses in a timely and readily accessible manner, and in types and quantities that are sufficient to meet demand from medicinal marijuana patients within the local jurisdiction; and

WHEREAS, the City desires to amend its existing regulations governing the sale and delivery of medical marijuana in order to bring the MMC sufficiently into compliance with SB 1186. City staff intends to study, within a reasonable time, land use regulations related to the sale

and delivery of medical marijuana so that it may consider modifications to the MMC and potential local regulations for such uses; and

WHEREAS, medical marijuana facilities and medical marijuana delivery services present challenges and impacts to the health, safety, and welfare of City residents due to secondary impacts and effects associated with marijuana and related activities, including but not limited to, sales of marijuana to minors, drug sales, robbery, burglaries, assaults, and other violent crimes, fraud in obtaining or using medical marijuana identification cards, and increased demands on police and other valuable and scarce city administrative, financial, or personnel resources; and

WHEREAS, the City anticipates that medical marijuana facility operators and mobile medical marijuana dispensaries may seek to establish facilities and delivery services, or desire to expand existing facilities and delivery services into the City, before a non-urgency ordinance amending the MMC to enact such regulations would become effective; and

WHEREAS, California Government Code Sections 36934, 36937, and 65858 expressly authorize the City Council to adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety and to prohibit a use that is in conflict with a contemplated general plan, specific plan, or zoning proposal that the legislative body, planning commission, or the planning department is considering or studying or intends to study within a reasonable time; and

WHEREAS, an initial period of 45 days will permit City staff to undertake an initial investigation of these matters and recommend a course of action to the City Council, while avoiding the potential adverse impacts of medical marijuana facilities and mobile medical marijuana dispensaries and related activities that may arise as the City develops permanent regulations; and

WHEREAS, pursuant to the above-described express statutory authority and its police power, the City Council desires, on an urgency basis, to enact a temporary prohibition on the establishment or expansion of medical marijuana facilities and mobile medical marijuana dispensaries within the City; and

WHEREAS, the City Council, after notice duly given as required by law, held a public hearing on December 19, 2023, at 6:00 p.m., in the City Hall council chamber to consider this proposed Interim Urgency Ordinance, and heard all arguments for and against this proposal.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MURRIETA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals are true and accurate and are adopted herein by reference.

SECTION 2. Findings

A. The City Council desires to provide for the public safety, health and welfare of the residents and visitors to the City by exercising its police power authority under Section 7 of Article XI of the California Constitution. Based on the findings and evidence set forth below, the City Council finds that the establishment and expansion of medical marijuana facilities and mobile medical marijuana dispensaries presents a current and immediate threat to the public welfare within the City. At this time, existing regulations within the MMC governing the development and use of medical marijuana facilities and mobile medical marijuana dispensaries are not sufficient to address the adverse effects of the establishment and expansion of such uses.

B. The MMC currently prohibits medical marijuana facilities and mobile medical marijuana dispensaries as uses within the City. Pursuant to SB 1186, the City would not be permitted to enforce its existing regulations related to medical marijuana facilities and mobile medical marijuana dispensaries as of January 1, 2024, to the extent that they conflict with state law. The City Council finds that failure to adopt such an urgency moratorium would impair the orderly and effective implementation of contemplated amendments to the MMC that would regulate medical marijuana facilities and mobile medical marijuana dispensaries while complying with SB 1186, and without such implementation, the City's public health, safety, and welfare would be threatened as proper zoning and regulations protecting the public health, safety and welfare would be lacking.

C. The City Council additionally finds that the public welfare will be threatened if any medical marijuana facilities and delivery service uses are approved within the City without first studying and evaluating the fiscal, community, and public welfare impacts associated with medical marijuana facilities and mobile medical marijuana dispensary, including but not limited to, public welfare concerns related to crime and health and safety impacts of the sale of marijuana; increased demands on police and other valuable and scarce city administrative, financial, or personnel resources; compatible zoning regulations appropriate for medical marijuana facilities; and existing City policies and goals set forth in the General Plan and MMC applicable to these uses. Based on this evidence, the City Council finds that the adoption of this Interim Ordinance is necessary for the immediate preservation of the public safety, health and welfare.

D. The City Council finds that this moratorium is a matter of local and Citywide importance and is not directed towards any particular person or entity that seeks to operate medical marijuana facilities and mobile medical marijuana dispensaries.

SECTION 3. CEQA Findings

The City Council finds that this Interim Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment), 15061(c)(3) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15378 (the activity is not a project under CEQA) of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. This is because the moratorium adopted by this Interim Ordinance merely prohibits uses that have significant impacts on public health, safety and welfare, and does not permit any development that could result in a significant change to the environment. Furthermore, the moratorium established by this Interim Ordinance is temporary pending further study and investigation. In addition, the Interim Ordinance is categorically exempt from CEQA pursuant to Section 15308 of the CEQA Guidelines, because this ordinance is a regulatory action taken by the City in accordance with Government Code Section 65858 to assure maintenance and protection of the environment pending further review of the potential impacts of medical marijuana facilities and mobile medical marijuana dispensaries in the City and potential modifications to the MMC.

SECTION 4. Declaration of Moratorium

A. In accordance with Government Code section 65858, and pursuant to the findings stated above, the City Council hereby: (1) finds that there exists a current and immediate threat to the public safety, health and welfare requiring this Interim Ordinance; (2) finds that this Interim Ordinance is necessary for the immediate preservation of the public peace, health, and safety; and

(3) declares and imposes a temporary moratorium for the immediate preservation of the public safety, health and welfare as set below in this Section 4.

B. For a period of 45 days from the date of the adoption of this ordinance, applications for medical marijuana facilities and mobile medical marijuana dispensaries will not be accepted and no permit, license, approval, or entitlement for medical marijuana facilities or mobile medical marijuana dispensaries within the City limits will be issued after this Interim Ordinance becomes effective.

C. For purposes of this ordinance, “medical marijuana” means medicinal cannabis/marijuana and medicinal cannabis/marijuana products, intended to be sold or donated for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found in Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation, or in compliance with any compassionate use, equity, or other similar program administered by a local jurisdiction.

D. For purposes of this ordinance, “medical marijuana facility” means any for profit or not-for-profit cooperative, collective, facility, operator, establishment, provider, association or similar entity that cultivates, distributes, dispenses, stores, exchanges, processes, delivers, makes available, transmits and/or gives away medical marijuana in the City for any purpose, whether for medical, personal, or any other use.

E. For purposes of this ordinance, “mobile medical marijuana dispensary” means any person, clinic, cooperative, club, business, group or other entity which transports or delivers, or arranges the transportation or delivery, of medical marijuana to a person.

SECTION 5. Penalty

A violation of any provision of this Interim Ordinance shall constitute a violation of the Municipal Code and is subject to all applicable penalties, fines, and remedies described in Title 1 of the MMC. Each and every day a violation of this Interim Ordinance exists shall constitute a separate and distinct violation of the Municipal Code.

SECTION 6. Investigation and Report During Term of Moratorium

During the term of this Interim Ordinance, the Development Services Director is directed to study appropriate modifications to the MMC to mitigate the conditions outlined in Section 2 above that may arise out of developing, maintaining, and expanding medical marijuana facilities and mobile medical marijuana dispensaries. The study shall include but not be limited to the prohibition and/or regulation of all such uses. The Development Services Director is further directed to report back to the City Council with his findings at least 10 days prior to the expiration of this Interim Ordinance.

SECTION 7. Effective Date; Findings of Urgency; and Duration

A. This Interim Ordinance is adopted as an urgency ordinance pursuant to the provisions of Government Code Sections 65858, 36934 and 36937, and shall take effect immediately upon its adoption. Based upon the findings set forth in the recitals and Section 2 above, the City Council finds and determines that the adoption of this Interim Ordinance is an urgency ordinance authorized by Government Code Section 65858, and is necessary for the immediate preservation of the public health, safety, and welfare.

B. Pursuant to Government Code Section 65858(a), this Interim Ordinance shall be adopted by not less than a four-fifths vote of the City Council and shall be in effect for 45 days. Upon notice and public hearing, the City Council may further extend the Interim Ordinance by an additional 10 months and 15 days, and subsequently extend the Interim Ordinance by an additional year, if necessary. Not later than ten (10) days prior to the expiration of this Interim Urgency Ordinance, the City Council shall issue a written report as required by applicable state law.

SECTION 8. Severability

If any section, subsection, sentence, clause, or phrase of this Interim Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this Interim Ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Interim Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 9. Publication

Within fifteen (15) days after the adoption of the ordinance, the City Clerk shall publish a summary of the ordinance with the names of the council members voting for and against the ordinance.

ADOPTED by the City Council this 19th day of December, 2023.

Lisa DeForest, Mayor

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:

Tiffany J. Israel, City Attorney

I, Cristal McDonald, City Clerk of the City of Murrieta, California, hereby certify under penalty of perjury that the foregoing Interim Urgency Ordinance No. U-600-23 was duly and regularly adopted at a meeting of the City Council on the 19th day of December, 2023 by the following vote, to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristal McDonald, City Clerk

I, Cristal McDonald, City Clerk of the City of Murrieta, California further certify that Ordinance No. U-600-23 was duly published according to law and the order of the City Council of said City and the same was so published in Press Enterprise, a newspaper of general circulation on the following date(s):

Adopted Ordinance:

In witness whereof, I have hereunto subscribed my name this ___ day of _____, 2023.

Cristal McDonald, City Clerk



CITY OF MURRIETA

City Council Meeting Agenda

Report

12/19/2023
Agenda Item No.

Subject:
Received After Agenda Printed - GBA



MURRIETA CITY COUNCIL

Governing Body Announcements:
Council Member Warren
December 19, 2023

Governing Body Announcements: Council Member Warren

December 6, 2023 Attended Murrieta Police Department's Swearing-In and Promotional Ceremony.



Governing Body Announcements: Council Member Warren

December 7, 2023 Attended Professional Women's Roundtable General Meeting – Where 2,730 jars of peanut butter were collected and distributed to our local food pantries and 93 blankets collected for distribution to in need senior citizens in our area.



Governing Body Announcements: Council Member Warren

December 9, 2023 Attended the Murrieta Police Department's Shop with a Cop program.



Governing Body Announcements: Council Member Warren

December 11, 2023

Presented certificates to students at Cronin Gym West Coast Jiu-Jitsu for International and National Awards earned in their specific disciplines.



Governing Body Announcements: Council Member Warren

December 12, 2023 Attended the SAFE Toy Drive at Murrieta VIP Florist.

December 13, 2023 Took a tour of the Murrieta Hot Springs Resort.

December 14, 2023 Attended the Murrieta Chamber of Commerce Networking Breakfast at The Cove Restaurant. The breakfast will be held at El Patron Restaurant starting in January, 2024.

December 16, 2023 Attended the Project Touch “Shelter from the Storm” Fundraising Dinner.

December 18, 2023 Attended the Knoll’s Ladies Society Christmas Luncheon.



MURRIETA CITY COUNCIL

Governing Body Announcements: Council Member Holliday

December 19, 2023

Governing Body Announcements: Council Member Holliday

December 6, 2023 Attended the Murrieta Police Department swearing in and promotion ceremony.

December 6, 2023 Attended MilVet Toy Drive with Senator Kelly Seyarto.

December 9, 2023 Attended the Murrieta Museum open house.

December 16, 2023 Attended Project Touch, Shelter from the Storm.

December 18, 2023 Attended the Cal Cities insurance crisis update.

Governing Body Announcements: Council Member Holiday

December 7, 11-14, 2023
Attended Santa Stops.





MURRIETA CITY COUNCIL

Governing Body Announcements:
Council Member Levell
December 19, 2023

Governing Body Announcements: Council Member Levell

December 13, 2023 Attended the Fresinous ribbon cutting.

December 11-14, 2023 Attended Santa Stops.



Governing Body Announcements: Council Member Levell

December 14, 2023 Attended the Chamber Networking Breakfast with the City.





MURRIETA CITY COUNCIL

Governing Body Announcements: Mayor DeForest

December 19, 2023

Governing Body Announcements: Mayor DeForest

- November 28, 2023** Attended Coffee with the City.
- November 28, 2023** Attended a lunch at Michi Tacos in Menifee.
- November 29, 2023** Had a Zoom call for the upcoming Council Workshop.
- December 2, 2023** Attended Donuts with Santa.



Governing Body Announcements: Mayor DeForest

- December 2, 2023** Attended the Festival of Tree Lighting at Townsquare Spark.
- December 2, 2023** Decorated a Tree for Donation.
- December 4, 2023** Attended the Mount San Jacinto College Event for the Future.



Governing Body Announcements: Mayor DeForest

December 4, 2023 Attended Santa Stops.



Governing Body Announcements: Mayor DeForest

December 5, 2023 Attended the Economic Outlook event.

December 6, 2023 Attended the Murrieta Police Department Swearing in and Promotions.

December 7, 2023 Attended Fine Arts Class of Murrieta Elementary School with Supervisor Washington's office supporting our seniors with \$25 gift cards to Stater Bros.

Governing Body Announcements: Mayor DeForest

December 9, 2023 Attended Murrieta Police Officers Association Shop with a Cop.



Governing Body Announcements: Mayor DeForest

December 15, 2023 Donated Food to Collection at the Sr. Center.

Attended Downtown Murrieta Farmers Market Night.

Various Dates

Met with several city staff on issues and ideas.





MURRIETA CITY COUNCIL

Governing Body Announcements:

Mayor Pro Tem Stone

December 19, 2023

Governing Body Announcements: Mayor Pro Tem Stone

Attended the Linden Veterans event.

Attended the Field of Honor candlelight concert.

Attended the MilVet military care package event.

Various Dates

Attended the Chamber breakfast mixer.

Attended the Field of Honor Marine Corps Birthday Celebration.

Attended the Veterans Parade.

Attended the Vietnam Wall unveiling.

Governing Body Announcements: Mayor Pro Tem Stone

Attended the Miss April dance event.

Attended the Republican women luncheon.

Attended Assembly Member Sanchez's Business of the Year, awarded to Calhoun's restaurant.

Various Dates

Spoke at the National Alliance on Mental Illness meeting with the Susan G. Komen foundation.

Attended a meeting with Senator Kelly Seyarto.

Attended the Festival of Trees event.

Attended Murrieta Police Department awards ceremony.

Governing Body Announcements: Mayor Pro Tem Stone

Met with Patrick Ellis.

Attended the Oak Grove holiday concert.

Attended Santa Stops three times.

Various Dates

Toured Murrieta Hot Springs.

Met with Liz Jones.

Attended the Project Touch fundraiser.

Attended the Blue Light Ceremony.