CITY COUNCIL Agenda

July 21, 2020, 3 p.m.

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Welcome to Your City Council Meeting

We welcome your interest and involvement in the city's legislative process. This agenda includes information about topics coming before the City Council and the action recommended by city staff. You can read about each topic in the staff reports, which are available on the city website and in the Office of the City Clerk. The City Clerk is also available to answer any questions you have about City Council meeting procedures.

How to watch

City cable channel
Charter Spectrum channel 24 AT&T U-verse channel 99.

City website
carlsbadca.gov/news/cityty.asp

Virtual meeting format

- Per California Executive Order N-29-20, and in the interest of public health and safety, we are temporarily taking actions to prevent and mitigate the effects of the COVID-19 pandemic by holding City Council and other public meetings online only.
- All public meetings will comply with public noticing requirements in the Brown Act and will be made accessible electronically to all members of the public seeking to observe and address the City Council.

How to participate

- **By phone:** Sign up at https://www.carlsbadca.gov/cityhall/clerk/meetings/default.asp by 2 p.m. the day of the meeting to provide comments live by phone. You will receive a confirmation email with instructions about how to call in.
- **In writing:** Email comments to clerk@carlsbadca.gov. Comments received by 2 p.m. the day of the meeting will be shared with the City Council prior to the meeting. When e-mailing comments, please identify in the subject line the agenda item to which your comments relate. All comments received will be included as part of the official record. **Written comments will not be read out loud.**
- These procedures shall remain in place during the period in which state or local health officials have imposed or recommended social distancing measures.

Reasonable accommodations

Persons with a disability may request an agenda packet in appropriate alternative formats as require by the Americans with Disabilities Act of 1990. Reasonable accommodations and auxiliary aids will be provided to effectively allow participation in the meeting. Please contact the City Manager's Office at 760-434-2821 (voice), 711 (free relay service for TTY users), 760-720-9461 (fax) or manager@carlsbadca.gov by noon on the Monday before the meeting to make arrangements.

More information about City Council meeting procedures can be found at the end of this agenda and in the Carlsbad Municipal Code chapter 1.20. *PLEASE NOTE: AS A RESULT OF THE WAIVERS IN EXECUTIVE ORDER N-29-20, THE BROWN ACT PERMITS FULL PARTICIPATION BY OFFICIALS IN MEETINGS THROUGH VIDEO OR AUDIO TELECONFERENCE.*

The City Council also sits as the Carlsbad Municipal Water District Board, Public Financing Authority Board, Community Development Commission and Successor Agency to the Redevelopment Agency. When considering items presented to the Carlsbad Municipal Water District Board, each member receives an additional $100 per meeting (max $300/month). When considering items presented to the Community Development Commission each member receives an additional $75 per meeting (max $150/month).

CALL TO ORDER:

ROLL CALL:

ANNOUNCEMENT OF CONCURRENT MEETINGS: None.

INVOCATION:

PLEDGE OF ALLEGIANCE:

APPROVAL OF MINUTES:
Minutes of the Regular Meeting held June 9, 2020.

PRESENTATIONS:
Presentation of Kids for Peace Video.

PUBLIC REPORT OF ANY ACTION TAKEN IN CLOSED SESSION:

PUBLIC COMMENT: *In conformance with the Brown Act and California Executive Order No. N-29-20, a total of 15 minutes is provided so members of the public participate in the meeting by submitting comments as provided on the front page of this agenda. The City Council will receive comments as requested up to a total of 15 minutes. All other comments will trail until the end of the meeting. In conformance with the Brown Act, no Council action can occur on these items.*

CONSENT CALENDAR: *The items listed under Consent Calendar are considered routine and will be enacted by one motion as listed below. There will be no separate discussion on these items prior to the time the Council votes on the motion unless members of the Council, the City Manager, or the public request specific items be discussed and/or removed from the Consent Calendar for separate action.*

WAIVER OF ORDINANCE TEXT READING:
This is a motion to waive the reading of the text of all ordinances and resolutions at this meeting.

1. APPROVAL OF AGREEMENT WITH INFOSEND, INC. FOR UTILITY BILL PRINT AND MAIL SERVICE – Adoption of a resolution authorizing the city manager, or a designee, to enter into an agreement with InfoSend, Inc. for Utility Bill Print and Mail Services in an amount not to exceed $480,000 for an initial three-year term and not to exceed $170,000 per agreement year for optional term extensions. (Staff contact: Cheryl Gerhardt, Administrative Services)

2. ACQUISITION OF 7018 FORSTERS TERN DRIVE – Adoption of a resolution authorizing the city manager to execute all required documents to complete the acquisition of 7018 Forsters Tern Drive, Carlsbad, California, an affordable housing resale unit, expending Community Development Block Grant funds in the amount of $340,000. (Staff contact: David de Cordova, Community Development)

3. APPROVAL OF TRAFFIC CALMING PLANS FOR ORIOLE COURT, MIMOSA DRIVE, MOORHEN PLACE AND DOVE LANE – Adoption of a resolution approving the traffic calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, Capital Improvement Program Project No. 6070, per the Carlsbad Residential Traffic Management Program. (Staff contact: John Kim, Public Works)

4. APPROVAL OF CALIFORNIA GREEN BUSINESS NETWORK SERVICES AGREEMENT – Adoption of a resolution authorizing execution of the California Green Business Network Services Agreement for fiscal year 2020-21, acceptance of grant funds, appropriation of grant funds to the environmental management department budget and authorizing the city manager or designee to sign additional agreements for up to four subsequent fiscal years. (Staff contact: Michael Grim, Public Works)

ORDINANCES FOR INTRODUCTION: None.

ORDINANCES FOR ADOPTION:

5. ADOPTION OF ORDINANCE NO. CS-378 TO DECREASE SPEED LIMIT ON AVENIDA ENCINAS FROM CANNON ROAD TO PALOMAR AIRPORT ROAD – Adoption of Ordinance No. CS-378 amending Carlsbad Municipal Code Section 10.44.280 to decrease the speed limit on Avenida Encinas from Cannon Road to Palomar Airport Road to 35 miles per hour. (Staff contact: Faviola Medina, City Clerk Services)

   City Manager's Recommendation: Adopt Ordinance No. CS-378.

PUBLIC HEARINGS: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

6. APPROVAL OF AGREEMENT WITH LOGICALIS, INC. FOR A UNIFIED COMMUNICATION AND COLLABORATION SYSTEM – Adoption of a resolution authorizing the city manager to execute an agreement to purchase a Unified Communication System, implementation services and associated items from Logicalis, Inc. for a total not to exceed amount of $1,223,302 for a three-year period. (Staff contact: Maria Callander and Joe Stephenson, Administrative Services)

   City Manager's Recommendation: Adopt the resolution.

7. AMERICANS WITH DISABILITIES ACT BEACH ACCESS FEASIBILITY STUDY AND TRAIL CONNECTIVITY TO TAMARACK STATE BEACH FEASIBILITY STUDY – Adoption of a resolution accepting the Americans with Disabilities Act Beach Access Feasibility Study and the Trail Connectivity to Tamarack State Beach Feasibility Study, including the corresponding concept plans, and directing staff to prepare a request for proposals to pursue the environmental review, agency permitting, engineering and construction documentation phases of the projects. (Staff contact: Kyle Lancaster, Parks & Recreation and Nathan Schmidt, Public Works)

   City Manager's Recommendation: Adopt the resolution.

8. SEMIANNUAL TRANSPORTATION REPORT – Receive a semiannual transportation report. (Staff contact: Tom Frank, Pubic Works)

   City Manager's Recommendation: Receive the report.

9. PRESENTATION FROM THE SAN DIEGO ASSOCIATION OF GOVERNMENTS ON THE CARLSBAD VILLAGE AND BARRIO RAILROAD TRENCH ALTERNATIVES – Receive an informational presentation from the San Diego Association of Governments on the status of an analysis of the short trench and long trench alternatives for moving the railroad tracks below street level in the city's Village and Barrio areas. (Staff contact: Hossein Ajideh, Public Works)

   City Manager's Recommendation: Receive the presentation.

10. APPOINT THREE MEMBERS TO THE BEACH PRESERVATION COMMISSION – Adoption of resolutions appointing three members to the Beach Preservation Commission. (Staff contact: Tammy McMinn, City Clerk Services)

    City Manager's Recommendation: Adopt the resolutions.

11. APPOINT TWO MEMBERS TO THE LIBRARY BOARD OF TRUSTEES – Adoption of resolutions appointing two members to the Library Board of Trustees. (Staff contact: Tammy McMinn, City Clerk Services)

    City Manager's Recommendation: Adopt the resolutions.

COUNCIL COMMENTARY AND REQUESTS FOR CONSIDERATION OF MATTERS:

City Council Regional Assignments (Revised 4/7/20)

Matt Hall **Mayor**	North County Mayors and Managers City/School Committee Chamber of Commerce Liaison (primary) Clean Energy Alliance JPA (alternate) San Diego County Water Authority San Diego Regional Economic Development Corporation Board of Directors
Keith Blackburn **Mayor Pro Tem**	Buena Vista Lagoon JPC Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority Chamber of Commerce Liaison (alternate) SANDAG (1st alternate) North County Transit District (alternate)
Priya Bhat-Patel **Council Member – District 3**	SANDAG (2nd alternate) North County Transit District (primary) City/School Committee League of California Cities – SD Division Encina Wastewater Authority/JAC Board of Directors (alternate)
Cori Schumacher **Council Member – District 1**	SANDAG (primary) Buena Vista Lagoon JPC Clean Energy Alliance JPA (primary) Encina Wastewater Authority/JAC Board of Directors North County Dispatch Joint Powers Authority (alternate)
Vacant – At-Large **Council Member**	

PUBLIC COMMENT: Continuation of the Public Comments

This portion of the agenda is set aside for continuation of public comments, if necessary, due to exceeding the total time allotted in the first public comments section. The City Clerk shall read any remaining public comments into the record. In conformance with the Brown Act, no Council action can occur on these items.

ANNOUNCEMENTS:

This section of the Agenda is designated for announcements to advise the community regarding events that Members of the City Council have been invited to, and may participate in.

CITY MANAGER COMMENTS:

CITY ATTORNEY COMMENTS:

ADJOURNMENT:

City Council Meeting Procedures (*continued from page 1*)

Written Materials

Written materials related to the agenda that are submitted to the City Council after the agenda packet has been published will be available for review prior to the meeting during normal business hours at the City Clerk's office, 1200 Carlsbad Village Drive and on the city website. To review these materials during the meeting, please see the City Clerk

Visual Materials

Visual materials, such as pictures, charts, maps or slides, are allowed for comments on agenda items, not general public comment. Please contact the City Manager's Office at 760-434-2820 or manager@carlsbadca.gov to make arrangements in advance. All materials must be received by the City Manager's Office no later than noon the day before the meeting. The time spent presenting visual materials is included in the maximum time limit provided to speakers. All materials exhibited to the City Council during the meeting are part of the public record. **Please note that video presentations are not allowed.**

Decorum

All participants are expected to conduct themselves with mutual respect. Loud, boisterous and unruly behavior can interfere with the ability of the City Council to conduct the people's business. That's why it is illegal to disrupt a City Council meeting. Following a warning from the presiding officer, those engaging in disruptive behavior are subject to law enforcement action.

City Council Agenda

The City Council follows a regular order of business that is specified in the Carlsbad Municipal Code. The City Council may only make decisions about topics listed on the agenda.

Presentations

The City Council often recognizes individuals and groups for achievements and contributions to the community. Well-wishers often fill the chamber during presentations to show their support and perhaps get a photo. If you don't see an open seat when you arrive, there will likely be one once the presentations are over.

Consent Items

Consent items are considered routine and may be enacted together by one motion and vote. Any City Council member may remove or "pull" an item from the "consent calendar" for a separate vote. Members of the public may pull an item from the consent calendar by requesting to speak about that item. A speaker request form must be submitted to the clerk prior to the start of the consent portion of the agenda.

Public Comment

Members of the public may speak on any city related item that does not appear on the agenda. State law prohibits the City Council from taking action on items not listed on the agenda. Comments requiring follow up will be referred to staff and, if appropriate, considered at a future City Council meeting. Members of the public are also welcome to provide comments on agenda items during the portions of the meeting when those items are being discussed. In both cases, a request to speak form must be submitted to the clerk in advance of that portion of the meeting beginning.

Public Hearing

Certain actions by the City Council require a "public hearing," which is a time within the regular meeting that has been set aside and noticed according to different rules.

Departmental Reports

This part of the agenda is for items that are not considered routine and do not require a public hearing. These items are usually presented to the City Council by city staff and can be informational in nature or require action. The staff report about each item indicates the purpose of the item and whether or not action is requested.

Other Reports

At the end of each meeting, City Council members and the city manager, city attorney and city clerk are given an opportunity to share information. This usually includes reports about recent meetings, regional issues, and recent or upcoming meetings and events.

City Council Actions

Resolution

A resolution is an official statement of City Council policy that directs administrative or legal action or embodies a public City Council statement. A resolution may be introduced and adopted at the same meeting. Once adopted, it remains City Council policy until changed by subsequent City Council resolution.

Ordinance

Ordinances are city laws contained in the Carlsbad Municipal Code. Enacting a new city law or changing an existing one is a two-step process. First, the ordinance is “introduced” by city staff to the City Council. If the City Council votes in favor of the introduction, the ordinance will be placed on a subsequent City Council meeting agenda for “adoption.” If the City Council votes to adopt the ordinance, it will usually go into effect 30 days later.

Motion

A motion is used to propose City Council direction related to an item on the agenda. Any City Council member may make a motion. A motion must receive a “second” from another City Council member to be eligible for a City Council vote.

CITY COUNCIL Minutes

Council Chamber
1200 Carlsbad Village Drive
Carlsbad, CA 92008

June 9, 2020, 3 p.m.

CALL TO ORDER: 3 p.m.

ROLL CALL: Hall, Blackburn, Bhat-Patel, Schumacher.

ANNOUNCEMENT OF CONCURRENT MEETINGS: None.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Blackburn led the Pledge of Allegiance.

PUBLIC REPORT OF ACTION TAKEN IN CLOSED SESSION:
City Attorney Celia Brewer announced the City Council authorized a settlement amount of $32,826 to resolve the dispute with Ran Enterprises. Motion carried unanimously, 4/0.

INVOCATION: None.

APPROVAL OF MINUTES:
Minutes of the Regular Meeting held April 21, 2020.
Minutes of the Special Meeting held May 1, 2020.
Minutes of the Special Meeting held May 12, 2020.
Minutes of the Regular Meeting held May 19, 2020.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve the minutes as presented. Motion carried unanimously, 4/0.

PRESENTATIONS:
Proclamation in recognition of National Historic Preservation Month and 3rd Grade Art Competition Winners.
Council Member Bhat-Patel read the proclamation.

Proclamation in recognition of LGBTQ+ Pride Month.
Council Member Schumacher read the proclamation and shared about issues faced by and within the LGBTQ+ community.

PUBLIC COMMENT:
The following individuals called into the City Council Meeting and shared their comments for the record:

Shirley Anderson thanked to Council Member Bhat-Patel and expressed her concern with Mayor Pro Tem Blackburn's comments and vote against the city's statement in support of black lives at the June 4, 2020 City Council meeting.

Beth Ford spoke requesting an apology from Council Member Schumacher to the community organizers of the Stand for George Floyd Protest due to her inaccurate and divisive social media posts. She also gave thanks to Mayor Hall and Police Department staff for their efforts during the event.

Keyrollos Ibrahim spoke requesting an apology from Council Member Schumacher for putting protest demonstrators' lives in danger due to her social media posts. He also gave thanks to Mayor Hall, Council Member Bhat-Patel, and Police Department staff for their efforts regarding the protesting event and for keeping open dialogue despite their differing beliefs.

Nicholas Marsden thanked Council Member Bhat-Patel for her strong stance in asserting support for the Black Lives Matter movement and shared information about the issue.

Brian Pratschner spoke regarding his concern about permitting requirements for the recent protests that occurred in Carlsbad.

CONSENT CALENDAR:

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to approve Consent Calendar Item Nos. 1 through 5. Motion carried unanimously, 4/0.

1. LICENSE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC – Adoption of Resolution No. 2020-099 authorizing the city manager to execute and take all actions necessary to implement a license agreement between New Cingular Wireless PCS, LLC to operate a new wireless communication facility at Calavera Hills Community Park (APN: 167-101-35) (Staff contact: Curtis Jackson, Real Estate)

2. PURCHASE OF ANNUAL CISCO SMARTNET MAINTENANCE FROM LOGICALIS, INC. – Adoption of Resolution No. 2020-100 authorizing the city manager, or a designee, to purchase a Cisco SmartNet Maintenance Plan from Logicalis, Inc., for an amount not to exceed $133,647.18 for a term ending June 30, 2021. (Staff contact: Maria Callander, Administrative Services)

3. ESTABLISH FISCAL YEAR 2020-21 SPECIAL TAXES FOR COMMUNITY FACILITIES DISTRICT NO. 1 – Adoption of Resolution No. 2020-101 establishing the Fiscal Year 2020-21 Special Taxes for Community Facilities District No. 1. (Staff contact: Ryan Green, Administrative Services)

4. FISCAL YEAR 2020-21 PRELIMINARY ENGINEER'S REPORT FOR LEVY OF ASSESSMENTS WITHIN LIGHTING AND LANDSCAPING DISTRICT NO. 1 – Adoption of Resolution No. 2020-102 initiating the proceedings, approving the Preliminary Engineer's Report for Fiscal Year 2020-21 and setting a Public Hearing for July 14, 2020 for the Annual Levy of Assessments within Lighting and Landscaping District No. 1, a Special Assessment District. (Staff contact: Jason Rosado, Administrative Services)

5. FISCAL YEAR 2020-21 PRELIMINARY ENGINEER'S REPORT FOR LEVY OF ASSESSMENTS WITHIN LIGHTING AND LANDSCAPING DISTRICT NO. 2 – Adoption of Resolution No. 2020-103 initiating the proceedings, approving the Preliminary Engineer's Report for Fiscal Year 2020-

21 and setting a Public Hearing for July 14, 2020 for the Annual Levy of Assessments within Lighting and Landscaping District No. 2, a Special Assessment District. (Staff contact: Jason Rosado, Administrative Services)

ORDINANCES FOR INTRODUCTION: None.

ORDINANCE FOR ADOPTION:

6. AMENDMENTS TO CARLSBAD MUNICIPAL CODE CHAPTER 1.08, PENALTIES, AND CHAPTER 1.10, ADMINISTRATIVE CODE ENFORCEMENT REMEDIES – Adoption of Ordinance No. CS-374 amending Title 1, Chapter 1.08, Penalties of the Carlsbad Municipal Code; and
Adoption of Ordinance No. CS-375 amending Title 1, Chapter 1.10, Administrative Code Enforcement Remedies of the Carlsbad Municipal Code. (Staff contact: Sheila Cobian, City Clerk Services)

   City Manager's Recommendation: Adopt Ordinance Nos. CS-374 and CS-375.

   City Attorney Celia Brewer titled the ordinance.

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Ordinance No. CS-374. Motion carried unanimously, 4/0.

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Ordinance No. CS-375. Motion carried unanimously, 4/0.

PUBLIC HEARINGS: None.

DEPARTMENTAL AND CITY MANAGER REPORTS:

7. COVID-19 ACTIONS AND EXPENDITURES REPORT – Receive a report on recent actions and expenditures related to the city's response to the COVID-19 pandemic and provide direction as appropriate. (Staff contact: Geoff Patnoe, City Manager Department)

   City Manager's Recommendation: Receive the report and provide direction as appropriate.

   Assistant Director of Emergency Services David Harrison, Deputy City Manager of Community Services Gary Barberio, Deputy City Manager of Public Works Paz Gomez, Police Chief Neil Gallucci, Senior Program Manager Holly Nelson, Fire Chief Michael Calderwood, Chief Innovation Officer David Graham, Communications Director Kristina Ray, and Deputy City Manager of Administrative Services Laura Rocha presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

   David Rogers commented on his concern regarding short-term vacation rentals and hotels opening to nonessential workers as well as those individuals not adhering to the health order's mandate to wear masks.

In response to an inquiry from Council Member Schumacher, Deputy City Manager of Community Services Gary Barberio explained Parks & Recreation Department staff are working to reopen city pools to the public as close to June 12, 2020 as possible and will confirm a date as soon as possible.

In response to David Rogers comment, City Manager Scott Chadwick explained the actions city staff took to ensure businesses complied with the County of San Diego Health Order.

RECESS:
Mayor Hall declared a recess at 4:02 p.m.

Mayor Hall reconvened the meeting at 4:09 p.m.

8. DETERMINATION OF FOUR DEFICIENT STREET FACILITIES – Adoption of Resolution No. 2020-104 determining deficiencies of four street facilities according to the Growth Management Plan Vehicular Level of Service Standard Based upon the FY 2017-2018 Annual Monitoring Report; and
Adoption of Resolution No. 2020-105 exempting street facilities from the Growth Management Plan Vehicular Level of Service Standard, pursuant to Mobility 3-P.9, thereby refocusing planning efforts at these street facilities to transportation demand management strategies to reduce overall trip generation, and adoption of CEQA findings; and,
Adoption of Resolution No. 2020-106 expediting CIP Project No. 6094 (widening northbound El Camino Real from Sunny Creek Road to Jackspar Drive, and adoption of CEQA findings. (Staff contact: Paz Gomez, Public Works)

City Manager's Recommendation: Adopt the resolutions.

Deputy City Manager of Public Works Paz Gomez and Deputy City Manager of Community Services Gary Barberio presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

Steve Linke spoke regarding his recommendations and concerns with exemptions jeopardizing timely progress and funding of the College Boulevard extension as well as being unnecessary and inconsistent with the Growth Management Plan.

In response to an inquiry from Council Member Schumacher, Deputy City Manager Gomez explained the criteria for the Mobility Element Policy used to recommend facilities for exemption.

In response to an inquiry from Mayor Hall, City Attorney Celia Brewer explained there are different forms of public financing being explored pursuant to City Council's direction. She also stated the best legal strategy is to exempt those segments of road while they still qualify until the city is able to build the roads.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-104. Motion carried unanimously, 4/0.

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-105. Motion carried, 3/1 (Schumacher – No).

Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-106. Motion carried unanimously, 4/0.

In response to an inquiry from Council Member Schumacher, Deputy City Manager Rocha explained a preliminary cost estimate and engineer's report must be conducted prior to determining which financing options are available.

Council Member Schumacher explained the reason she voted no on Resolution No. 2020-104: The reason I voted no has to do with accountability. There are four different types of accountability that organizations like ours take. They are either external or they're internal and my opinion about internal accountability on this particular grouping of items has been frustrating and so I would like for there to be certain actions taken in order to move us forward. Without getting too deep into it, I'm not comfortable with the ethics of the decision for item number two.

9. FISCAL YEAR 2020-21 INTERNAL AUDIT PLAN AND UPDATE ON AUDIT ACTIVITIES – Receive a report on the results of internal audit activities and annual audit plan for fiscal year 2019-20 and adoption of Resolution No. 2020-107 approving the Internal Audit Plan for Fiscal Year 2020-21. (Staff contact: Brigid Okyere and Laura Rocha, Administrative Services)

   City Manager's Recommendation: Receive the report and adopt the resolution.

   Deputy City Manager of Administrative Services Laura Rocha and Senior Accountant Brigid Okyere presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

   Motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, to adopt Resolution No. 2020-107. Motion carried unanimously, 4/0.

10. SUSTAINABLE MATERIALS MANAGEMENT UPDATE ON SOLID WASTE FRANCHISE AGREEMENTS FOR COLLECTION, PROCESSING AND DISPOSAL SERVICES – Receive an informational report on the city's franchise agreements related to recycling, organics and solid waste collection, organic materials processing service and transfer and disposal of solid waste material generated within the city. (Staff contact: James Wood, Public Works)

    City Manager's Recommendation: Receive the report.

    Environmental Manager James Wood and President of HF&H Consultants Rob Hilton presented the report and reviewed a PowerPoint presentation (on file in the Office of the City Clerk).

City Manager Scott Chadwick presented and reviewed an Additional Materials Memo that showed fiscal year 2020-21 proposed solid waste rates for North County cities.

Lori Summers, representing Coast Waste Management, spoke regarding her request to direct staff to meet with Coast Waste Management to negotiate in good faith a new recycling, organics, and solid waste franchise agreement.

In response to an inquiry from Mayor Pro Tem Blackburn, Manager Wood explained it is not legally required to request bids for the project and that while the city could negotiate with Coast Waste Management, however it is not currently known if the company can perform all of the requirements listed in the staff report. President Hilton added that the schedule could be impacted if contract negotiations were initiated with Coast Waste Management. City Manager Chadwick added that Coast Waste Management is eligible to participate in the procurement process and that the process addresses the changes in law and allows everyone to adequately compete.

In response to an inquiry from Mayor Hall, Manager Wood explained how quality of service will be ensured during the procurement process and selection. He also explained the different types of household waste.

Mayor Pro Tem Blackburn requested staff to present timely options to City Council in the future regarding contract negotiations and procurement.

COUNCIL REPORTS AND COMMENTS:

Council Member Schumacher clarified her comment regarding Item No. 8: When I referenced the ethics piece of my decision, it had to do with my ethical conflict; meaning that new staff, new administration, and new city manager are grappling, in my opinion, with some decisions from past administrations and past decisions that are really tough. And the organization, our city government, has a self-preservation component to it that is very much appreciated. But there are certain times when, for me as a decision maker, and I'm tasked as a representative of the people of Carlsbad, to be the citizen oversight on our local government, there are certain times that for me, and what I believe I've been elected to do, is focus on systemic accountability and structural change when its necessary. I just wanted to be clear it not something that's inherent to the decision itself, but it's just where I live when it comes to accountability on decisions that end up coming up from the past that need to be grappled with. I just wanted to make clear, there is no one in the organization at this point bringing something forward that I would consider to be unethical. It's when it comes to my decision making and the ethics that I hold highest, it's sort of a hierarchy of values, and for me, accountability is highest, especially on this particular piece. I just wanted to make that clear. I appreciate all of the work staff is doing, which is a tremendous amount right now. I'm really looking forward to continuing to parcel these really tough questions. So thank you very much. I appreciate today's conversation.

Mayor Hall thanked staff, protestors who helped ensure safety, and Christine Davis and the merchants in the city for coming together regarding the recent protests.

PUBLIC COMMENTS CONTINUED:

City Clerk Barbara Engleson explained a public comment speaker request was received late and that a vote would need to be taken in order to hear the speaker. Motion carried unanimously, 4/0.

Jan Neff-Sinclair spoke regarding her concern with Mayor Hall's and Mayor Pro Tem Blackburn's opposition to City Council's statement in solidarity with black lives.

Emailed comments received for the record:

Mary Lucid emailed her question regarding the upcoming budget.

Dan Walsh emailed his comment regarding his thanks for reopening beach parking.

Joan Markovits emailed her comment in opposition to the City Council's statement in solidarity with black lives.

CITY MANAGER COMMENTS: None.

CITY ATTORNEY COMMENTS: None.

CITY CLERK COMMENTS: None.

ANNOUNCEMENTS: None.

ADJOURNMENT: Mayor Hall adjourned the duly noticed meeting at 5:37 p.m.

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Mia De Marzo
Deputy City Clerk

CITY COUNCIL
Staff Report

Meeting Date:	July 21, 2020
To:	Mayor and City Council
From:	Scott Chadwick, City Manager
Staff Contact:	Cheryl.Gerhardt, Finance Manager Cheryl.gerhardt@carlsbadca.gov, 760-602-2468
Subject:	Agreement with InfoSend, Inc. for Utility Bill Print and Mail Services

Recommended Action

Adopt a resolution authorizing execution of an agreement with InfoSend, Inc. for utility bill print and mail services in an amount not to exceed $480,000 for an initial three-year term and not to exceed $170,000 per agreement year for optional term extensions.

Executive Summary

The Carlsbad Municipal Water District and the City of Carlsbad send out paper utility bills to customers by printing the bills in-house and using the County of San Diego to fold, insert and mail the bills. InfoSend, a company located in Anaheim, offers services for both the printing and mailing of bills. After a competitive request for proposal process by another local water agency, and based upon discussions with the vendor, staff recommends InfoSend be selected to enter into a professional services agreement with the city to perform these tasks.

The City Council is being asked to approve this agreement in keeping with Carlsbad Municipal Code Section 3.28.060, Procurement of Professional Services and Services, because the cost is more than $100,000 per agreement year.

Discussion

The Carlsbad Municipal Water District and the city have about 31,000 customers who are billed for potable and recycled water, wastewater and trash services on a monthly basis. Although electronic bills are offered for customers who request them, about 23,000 customers receive paper bills. These bills are printed in-house by city staff and the County of San Diego picks them up and folds, inserts and mails them to the water district and city customers for a fee. This enables the water district and the city to take advantage of the county's bulk postage rates.

Contracting with InfoSend to print and mail bills will still allow access to the bulk mail rates while providing the following additional benefits:

- Staff time savings of more than 26 hours a month for bill printing
- Bills mailed within 24 hours of receipt of the electronic file
- Two-sided printing
- Combining bills for the same customers and addresses in one envelope
- Automatic address update for U.S. Postal Service address changes

- Return envelope not included for customers who use on autopay

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of 185 million critical documents annually for industries throughout the United States. The company was awarded a contract with the neighboring San Dieguito Water District after a competitive request for proposal process. The contract included cooperative purchasing agreement language. Staff believes using the cooperative purchasing agreement pricing to contract for services with InfoSend represents the best value to the city and is permitted by the cooperative purchasing provisions in Carlsbad Municipal Code Section 3.28.100.

Fiscal Analysis

The city currently spends about $171,000 annually to print and mail utility bills. Contracting with InfoSend will cost about $156,000 annually for a total estimated annual savings of $15,000. The cost of utility billing is charged to the potable water, recycled water and wastewater funds for their share of the cost through interdepartmental chargebacks. In addition, the share of the cost for billing of trash services are passed on to Waste Management, the city's solid waste provider.

	Current	InfoSend	Savings
Postage	$ 123,500	$ 123,500	
Folding and inserting	20,900	33,400	15,000
Paper and envelopes	27,500		
TOTAL	$ 171,900	$ 156,900	$ 15,000

Next Steps

Once contract documents are fully executed and a purchase order is issued, city staff will work with InfoSend to begin project implementation.

Environmental Evaluation (CEQA)

In keeping with California Public Resources Code section 21065, the recommended action does not constitute a "project" within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

Public Notification and Outreach

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibits

1. Resolution
2. Bidding exemption

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE CITY MANAGER, OR A DESIGNEE, TO ENTER INTO AN AGREEMENT WITH INFOSEND, INC. FOR UTILITY BILL PRINT AND MAIL SERVICES IN AN AMOUNT NOT TO EXCEED $480,000 FOR AN INITIAL THREE-YEAR TERM AND NOT TO EXCEED $170,000 PER AGREEMENT YEAR FOR OPTIONAL TERM EXTENSIONS

WHEREAS, on behalf of itself and the Carlsbad Municipal Water District, the City of Carlsbad has over 31,000 customers that it bills for potable and recycled water, wastewater, and solid waste (trash) services on a monthly basis.

WHEREAS, the City of Carlsbad currently performs the bill printing in-house and utilizes the County of San Diego to mail the bills; and

WHEREAS, InfoSend, Inc, was awarded a contract with a neighboring water district for bill print and mail services following a competitive request for proposal process that included cooperative purchasing agreement language: and

WHEREAS, InfoSend, Inc. has provided a proposal with pricing per the City of Encinitas/San Dieguito Water District Request for Proposals Design, Print, and Mail Services (SDWD RFP 18-01) indicating it would cost approximately $160,000 annually for InfoSend, Inc. to print and mail the City of Carlsbad's utility bills; and

WHEREAS, under the cooperative purchasing provisions in Carlsbad Municipal Code Section 3.28.100, the Purchasing Officer has the authority to join with other public agencies for the purchase of goods or services when it is in the best interest of the city; and

WHEREAS, the Purchasing Officer has reviewed the proposal from InfoSend, Inc. and agrees utilizing the cooperative purchase agreement pricing to procure print and mail services from InfoSend, Inc. is in the best interest of the city; and

WHEREAS, the funding to procure InfoSend's services is available in the finance department's fiscal year 2020-21 operating budget; and

WHEREAS, the funding to procure InfoSend's services in future years will be considered on an annual basis in the finance department's annual budget requests.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Manager, or a designee, is authorized to enter into an agreement with InfoSend, Inc. (Attachment A) and to execute any required purchasing documents on behalf of the city.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____
MATT HALL, Mayor

_____
BARBARA ENGLESON, City Clerk

(SEAL)

MASTER SERVICE AGREEMENT FOR UTILITY BILL PRINT AND MAIL SERVICES
INFOSEND, INC.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20___, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and InfoSend Inc., ("Contractor").

RECITALS

A. City requires the professional services of a company that is experienced in data processing print and mail services.

B. Contractor has the necessary experience in providing professional services and advice related to data processing print and mail services.

C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

1. SCOPE OF WORK

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

2. STANDARD OF PERFORMANCE

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. TERM

The term of this Agreement will be effective for a period of three (3) years from the date first above written. The City Manager may amend the Agreement to extend it for two (2) additional two (2) year periods or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

4. TIME IS OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

5. COMPENSATION

The total fee payable for the Services to be performed during the initial Agreement term will not exceed One Hundred Sixty Thousand dollars ($160,000), per Agreement year. Fees will be charged in accordance with amounts set forth in Exhibit "B" and "C" which are incorporated by this reference in accordance with this Agreement's terms and conditions. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. If the City elects to extend the Agreement, the amount shall not exceed one hundred seventy thousand dollars ($170,000) per Agreement year. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

Incremental payments, if applicable, should be made as outlined in attached Exhibits "A," “B,” and “C.”

6. STATUS OF CONTRACTOR

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City’s election, City may deduct the indemnification amount from any balance owing to Contractor.

7. SUBCONTRACTING

Contractor will not subcontract any portion of the Services without prior written approval of City. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. OTHER CONTRACTORS

The City reserves the right to employ other Contractors in connection with the Services.

9. INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney’s fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City’s self-administered workers’ compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor’s agents, representatives, employees or subcontractors. The insurance will be obtained from an

insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-:VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

10.1 Coverage and Limits.
Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability **(CGL)** Insurance. Insurance written on an "occurrence" basis, including 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 or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). $2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain

the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

11. BUSINESS LICENSE

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

12. ACCOUNTING RECORDS

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will 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.

13. OWNERSHIP OF DOCUMENTS

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

14. COPYRIGHTS

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

15. NOTICES

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City		For Contractor	
Name	Cheryl Gerhardt	Name	Russ Rezai
Title	Finance Manager	Title	President
Department	Finance	Address	4240 East La Palma Avenue
	City of Carlsbad		Anaheim, CA 92087
Address	1635 Faraday Ave.	Phone No.	800-955-9330
	Carlsbad, CA 92008	Email	Russ.r@infosend.com
Phone No.	760-602-2468		

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

16. CONFLICT OF INTEREST

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes ☐ No ☐

17. GENERAL COMPLIANCE WITH LAWS

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

18. DISCRIMINATION AND HARASSMENT PROHIBITED

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

19. DISPUTE RESOLUTION

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

20. TERMINATION

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable

under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

21. COVENANTS AGAINST CONTINGENT FEES

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

22. CLAIMS AND LAWSUITS

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

23. JURISDICTION AND VENUE

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

24. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

25. ENTIRE AGREEMENT

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. AUTHORITY

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

By:

_____
Russ Rezai, President

_____

By:

_____
Mahmood Rezai, CEO

_____

CITY OF CARLSBAD, a municipal corporation of the State of California

By:

_____
Matt Hall, Mayor

ATTEST:

_____
BARBARA ENGLESON
City Clerk

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

Group A	**Group B**
Chairman,	Secretary,
President, **or**	Assistant Secretary,
Vice-President	CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY: _____
Assistant City Attorney

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. **("InfoSend"**) and City of Carlsbad (**"Client"**). This Exhibit A provides the Services which InfoSend shall deliver to Client to permit Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

X	**Data Processing, Printing and Mailing Service ("DPPM Service")**: During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	**eBusiness Services (the "eBusiness Services"):** During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
    - Apply CASS-certified address validation
    - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
    - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.
- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.

- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification

- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting

- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. (**"InfoSend"**) and City of Carlsbad (**"Client"**). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend Fees can be adjusted once every twelve (12) months to account for increases in the cost of materials, labor, and other overhead costs. InfoSend reserves the right to increase InfoSend Fees on a yearly basis (starting with the first anniversary of the Agreement date). The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless the terms or conditions of the Agreement have otherwise changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

In addition to this, if Client uses the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this rare situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in line with actual Client and Client User transactional usage. As defined in Section 5.2(iv) of the Agreement, should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations
Customers Contacted or Billed Monthly 40,000 - Printed

Section 3. DPPM Fees:

InfoSend Data Processing, Print and Mail Pricing

Document Production Summary	
Utility Bills printed 2/1 One Page with Return Envelope	**$0.121 per document**

Finished mail pieces are delivered to the USPS **within one (1) business day.** If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM local time for the file to be mailed by the next business day.

The below provides the components of the summary price given above. All pricing is based on "Client Volume Assumptions" listed below and excludes applicable sales tax.

Data Processing	
Setup Fee - Express PDF Input Files	$0.00 WAIVED
Setup Fee – Data Only Input Files	$0.00 WAIVED
Document Re-Design Fee	$0.00 WAIVED

Processing

The individual prices shown in the table below apply only to InfoSend's standard Data Processing Print & Mail service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

		Per Item	Options Below:
Primary Services	**Data Processing Print & Mail service** Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mail pieces are delivered to the USPS **within one (1) business day.** If samples (proofs) are requested then the mailing will be completed within one day of sample approval. File upload deadline for next-day mailing is 3:00PM local time at the production facility designated for your account. If samples are required then they must be approved by 5:30PM for the file to be mailed by the next business day. Excludes materials, sales tax (where applicable), and postage. A postage deposit will be required prior to go live. For the quoted prices to apply InfoSend must have the right to combine data files sent by your organization with other files you have sent, when possible.	**All Utility Bills and Notices** (Per Sheet) Est. Volume 40,000 documents/month Multiple Batches/month The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).** 1/0 or 1/1 Printing 2/1 or 2/2 Printing 3/1, 3/2 or 3/3 Printing 4/0 or 4/1 Printing 4/4 Printing *Pricing assumes the use of materials options listed in the materials section.*	$0.074 $0.074 $0.079 $0.084 $0.089
		Inline Inserts (Per Sheet) Price for inserts printed on demand as additional pages. Overages not necessary for Inline Insert printing. Material pricing on following page. **Pricing depends on color setup for printing as outlined above.**	Subtract $0.02 from color tier above.
		Multiple Page Mail Piece Surcharge – Handwork This surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into the #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.	$0.35

	Higher pricing applies if files must be printed separately.	**Postage** (for all job types) You will be invoiced for the exact postage used. You must use one of the two USPS approved Move Update methods to qualify for presort discounts.	Pass Through
		Electronic Address Updates – NCOALink or ACS InfoSend electronically reports the addresses that have changed due to customers filing a Change of Address with the USPS. Cost is per reported update.	$0.35

Materials			
Materials	**Statement, Invoice, or Letter Paper Stock**		
	All Documents: white paper stock with or without perforation. Paper is 8.5x11" and 24lb. Price includes all inventory costs. The larger 8.5x14" format is supported at a higher material cost and higher printing cost. All of your content will be digitally printed on the plain white paper in black, black plus one color, or full color per the printing option from the prior table that you select before implementation.	Per Sheet	$0.015
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI).	**Per Standard Envelope**	**Options Below:**
		#10 InfoSend Standard Double Window Outgoing Envelope	$0.017
		#9 InfoSend Standard Single Window Return Envelope	$0.015
	Other Envelopes		
	Flat Single Window Envelope – only used for multiple page statements that do not fit in the #10 envelope.	Per Flat Envelope	$0.17

Pricing: **Turnkey Data Processing Print & Mail Service**

Optional Services

Inserting Fee - Drop-Shipped Inserts & InfoSend-Printed Offline Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add $0.01 to the fee. InfoSend-printed inserts are quoted upon request. There is no additional service cost to use selective inserting that selectively includes inserts with certain bill types as long as a minimum of 3,000 customers are targeted (set-up costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	$0.01
Print Messages on the Outside of the Standard Envelope Custom messages and images can be printed onto the standard InfoSend #10 double window envelope. This type of printing is referred to as "sniping" and usually used to print temporary content on one or two months' worth of envelope stock. It is more cost effective to digitally inkjet print this content onto pre-manufactured envelopes than to order truly custom stock that was manufactured specifically for you. Price depends on the artwork you'd like to print – number of colors and whether it prints on one or both sides of the envelope. Price is quoted upon request.	Per Envelope	TBD
Print Image Archive Each bill is stored as a PDF and indexed in a database where you may search by account number or other key fields. You are charged one up-front fee per document to process, index, and store it for a set number of months. The PDFs are accessed by using a browser-based application and logging in to the InfoSend website. Third party applications can also access the PDFs via a lightweight API with no cost increase to the unit fees. Setup fees may apply depending on your configuration needs. ***This service includes outbound mail tracking at no additional cost***. You can view USPS-provided mail tracking data from the same interface that you use to view PDFs of the printed bills. *Only available with mail sent using First-Class Postage.*	Per PDF (No Set-up Fee)	$0.01 - For 12 Months of Retention $0.017 - For 24 Months of Retention $0.024 - For 36 Months of Retention
Electronic Inserts PDF copies of your physical inserts can be included in the Print Image Archive at an additional cost. This will let your team see exactly which inserts were delivered with each mail piece. This will also allow you to include the inserts in the eBill PDFs that are presented and/or emailed to customers if you use an InfoSend eBusiness service that delivers eBills to your customers or if you use a third party application that pulls the PDFs from InfoSend's Print Image Archive API to present to your customers.	Per Insert (No Set-up Fee)	$0.01
Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	$175.00

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit is subject to an annual review and may be adjusted to account for changes to Client average mailing volume or changes to USPS postage rates. There will be no more than one adjustment requested per year, if at all.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate. The postage deposit amount due for your account is:

40,000 mail pieces per month x $0.389 = $15,560

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the **"Agreement"**) between InfoSend, Inc. (**"InfoSend"**) and City of Carlsbad (**"Client"**). This Exhibit C provides InfoSend's Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted once every twelve (12) months to account for increases to the cost of providing these services. InfoSend reserves the right to increase Professional Services Fees on an annual basis, starting with the first anniversary of the Agreement date, if needed. The Client will be notified, in writing, at least thirty (30) days prior to such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is $175.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- **Fixed Quote** – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.

- **Time and Materials Quote** – should it not be possible to provide a fixed quote due to the nature of a Client's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

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City of Carlsbad

Memorandum

July 10, 2020

To: Kevin Branca, Finance Director
From: Cheryl Gerhardt, Finance Manager
Re: **Request for Exemption to Bidding for cooperative use of contract with Infosend, Inc.**

The purpose of this letter is to request authorization for an exemption to the bidding process per Purchasing Code 3.28.100 (Cooperative Purchasing). This code provides that purchasing officer shall have the authority to join with other public or quasi-public agencies in cooperative purchasing plans or programs for the purchase of goods and/or services by contract, arrangement or agreement as allowed by law and as determined by the purchasing officer to be in the city's best interest. The purchasing officer may buy directly from a vendor at a price established by another public agency when the other agency has made their purchase in a competitive manner.

Currently the Carlsbad Municipal Water District (CMWD) and the City of Carlsbad (city) issues paper utility bills to customers by printing the bills in house and utilizing the County of San Diego to fold, stuff and mail the bills. InfoSend, Inc., a company located in Anaheim California, provides a service that does both the printing and mailing of bills. Following a competitive request for proposal process by another local water agency and based upon discussions with the vendor, staff recommends InfoSend be selected to enter into the professional services agreement and perform these tasks.

InfoSend was awarded a contract with the neighboring San Dieguito Water District following a competitive RFP process. This contract includes Cooperative Agreement (piggybacking) language. The pricing provided as per City of Encinitas/San Dieguito Water District Request for Proposals Design, Print, and Mail Services (SDWD RFP 18-01)" will allow for an estimated savings of approximately $15,000 per year over what is currently costs the city to print the bills in house and mail via the County of San Diego.

Respectfully,

Cheryl Gerhardt

Cheryl Gerhardt
Finance Manager

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Approval for Exemption

Kevin Branca _____ 7/13/2020 _____

Kevin Branca, Finance Director Date

Attachment: Master Service Agreement for Utility Bill Print and Mail Services

CC: Shea Sainz, Senior Contract Administrator

CITY COUNCIL
Staff Report

Meeting Date: July 21, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: David de Cordova, Housing Services Manager
david.decordova@carlsbadca.gov, 760-434-2935

Subject: Acquisition of 7018 Forsters Tern Drive, an Affordable Housing Resale Unit, and Expenditure of Community Development Block Grant Funds in the amount of $340,000 for the Purchase

Recommended Action

Adopt a resolution authorizing the city manager to execute all required documents to complete the acquisition of 7018 Forsters Tern Drive, an affordable housing resale unit and to expend $340,000 in Community Development Block Grant funds to buy the unit.

Executive Summary

The city has been informed that an affordable housing unit at 7018 Forsters Tern Drive, in the 24-unit Rose Bay condominium project, is available for the city to purchase to provide affordable housing in Carlsbad as part of its inclusionary housing efforts.

Staff is recommending the city purchase the home using some of the Community Development Block grant funding approved by the City Council in January 2020 for the purchase of such housing.

The Carlsbad Municipal Code does not provide authority to the city manager to proceed with such an acquisition of property, or accept the grant deed for transfer of property ownership, without the prior approval by the City Council. Approving this resolution would allow the city to complete the acquisition process for this affordable housing property. The city will own the property at the end of this transaction with the intent to resell it to an eligible lower-income buyer.

Discussion

Program overview

In 1993, the city adopted an inclusionary housing ordinance that requires all residential developments greater than six units to restrict 15% of the total number of homes in a project as affordable to low-income households. Residential developers have the option to produce rental or ownership properties to satisfy the inclusionary requirements. Various conditions are imposed on the inclusionary units to ensure that they remain affordable to low-income households, including a provision giving the city the first option to buy the home at a price restricted to the maximum of the low-income category in the county's median income at the time the city received notice the property was for sale.

The City Council approved an amendment to the 2019-2020 Community Development Block Grant Program Action Plan on Jan. 28, 2020, that allocated $500,000 in CDBG funding to allow the city to exercise its option to buy additional affordable housing resale properties at a restricted price and authorized the use of CDBG funds to buy these resale units as they became available. Under the Community Development Block Grant Program Action Plan approved in 2019, city staff is authorized to respond to applicable property owners with the city's intent to exercise its option to purchase affordable, restricted price homes as they become available for resale and to use CDBG funds to purchase the units.

Approving this resolution would allow the city to purchase an affordable home and then resell it to an eligible lower-income buyer. As the owner, the city could place additional restrictions on the property and could resell it at a lower price to create more affordable housing opportunities.

The property and the purchase

The 24-unit Rose Bay condominium project was approved by the City Council on Feb. 12, 2002, as a 100 percent affordable housing development within the Thompson/Tabata subdivision (Exhibit 2). The four-bedroom unit at 7018 Foresters Tern Drive is one of those affordable units, and would be the city's first purchase in this neighborhood.

As a condition of the City of Carlsbad's inclusionary housing program, owners of restricted affordable homes are required to notify the city when they intend to sell their properties and allow the city the option to purchase them at restricted prices. On April 22, 2020, the owner of this affordable housing unit gave the city such a notification, and the city subsequently notified the owner of its intent to exercise its option to purchase the property at a restricted price calculated to be $327,005. The city and owner then entered into a purchase agreement, and escrow has been opened with the intent of completing the property acquisition by July 29, 2020, but no later than Sept. 3, 2020.

Staff is recommending that the City Council authorize the city manager to execute all required documents to complete the purchase of this property, which includes acceptance of the grant deed, and to expend up to $340,000 in CDBG funds to cover the purchase price and all related escrow and other processing fees necessary to complete the acquisition.

If the council approves this purchase, this would become the seventh affordable housing resale unit the city has acquired.

Fiscal Analysis

The homeowner purchased the home at Rose Bay in 2016 at the restricted, subsidized price of $259,322. The restricted price for the city to purchase the affordable residential property from the homeowner at 7018 Forsters Tern Drive is based on the change in the area median income levels during the seller's period of ownership. Over the past four years, the area median income increased by 26.1%, resulting in a restricted purchase price of $327,005. It is anticipated that there will be additional acquisition costs, including escrow fees.

Staff is requesting that the City Council approve the expenditure of CDBG funds in the amount of $340,000 to cover all acquisition costs for the subject property. As a condition of the city's option to purchase, a six percent transaction fee, amounting to $19,620, is to be paid to the City of Carlsbad at the close of escrow because the city is acting as the real estate agent for this

sales transaction. Funds paid at the close of escrow will be returned to the CDBG fund as program income to be used for additional purchases of resale homes in the future.

Next Steps

With the council's approval, all acquisition documents will be executed by the city manager and the city will complete the purchase of the home and subsequently record the grant deed to transfer ownership of the home to the City of Carlsbad no later than Sept. 3, 2020, and as early as July 29, 2020. The home will then be resold to a lower-income household at a later date. City staff will be returning to the City Council in the third quarter of 2020 for approval of the program details for the resale of the affordable housing resale units the city has purchased.

Environmental Evaluation (CEQA)

This action does not constitute a "project" within the meaning of the California Environmental Quality Act under Public Resources Code section 21065 in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review.

Public Notification

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibits

1. Resolution
2. Location map

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS TO COMPLETE THE ACQUISITION OF 7018 FORSTERS TERN DRIVE, CARLSBAD, CALIFORNIA, AN AFFORDABLE HOUSING RESALE UNIT, EXPENDING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF $340,000.

WHEREAS, the property owner of 7018 Forsters Tern Drive provided notice to the city on April 22, 2020, indicating the owner's intent to sell or transfer ownership of the restricted affordable housing unit at the noted location; and

WHEREAS, the city responded to the property owner of the restricted affordable housing unit on June 1, 2020, indicating its intent to exercise its option to purchase the property at 7018 Forsters Tern Drive; and

WHEREAS, on Jan. 28, 2020, the City Council approved an amendment to the 2019-2020 Community Development Block Grant (CDBG) Program Action Plan allocating $500,000 in CDBG funding to allow the city to exercise its option to purchase additional affordable housing resales at a restricted price and authorize the use of CDBG funds to purchase these resale units; and

WHEREAS, the purchase approval by the City Council allows for the city to recapture an affordable home and extend its affordability for an indefinite period of time, if so desired, and to resell it to an eligible buyer at a lower price, if necessary, to implement the city's affordable housing goals and policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council of the City of Carlsbad, California has determined that it desires to exercise its option to purchase an affordable housing resale unit located at 7018 Forsters Tern Drive, Carlsbad, California, and hereby authorizes the city manager to execute all required documents, including the Acceptance of the Grant Deed (Attachment A), for the purchase of said property, and to expend CDBG funds up to $340,000 to cover the purchase price and all related escrow and other processing fees to complete the acquisition.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the ____ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____
MATT HALL, Mayor

_____
BARBARA ENGLESON, City Clerk

(SEAL)

RECORDING REQUESTED BY:
Chicago Title Company

When Recorded Mail Document and Tax Statement To:
Geoff Patnoe
The City of Carlsbad
1200 Carlsbad Village Drive
Carlsbad, CA 92008

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Escrow Order No.: 73720008431

APN/Parcel ID(s): 214-620-14-22

Exempt from fee per GC 27388.1 (a) (2); recorded in connection with a concurrent transfer subject to the imposition of documentary transfer tax.

GRANT DEED

The undersigned grantor(s) declare(s)

☑ This transfer is exempt from the documentary transfer tax.
The grantee is the United States or an agency or instrumentality thereof, a state or territory, or political subdivision thereof, R & T 11922.

☐ The documentary transfer tax is $_____ and is computed on:
- ☐ the full value of the interest or property conveyed.
- ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☑ the **City of Carlsbad**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Jean K. Savalas, Trustee of the Savalas 2019 Trust Dated March 5,2019

hereby GRANT(S) to The City of Carlsbad

the following described real property in the City of Carlsbad, County of San Diego, State of California:

For APN/Parcel ID(s): 214-620-14-22

A CONDOMINIUM COMPRISED OF:

PARCEL 1: AN UNDIVIDED INTEREST IN THE COMMON AREA:

A ONE-TWENTY-FOURTH (1/24TH) UNDIVIDED FRACTIONAL FEE INTEREST IN AND TO ALL OF THE PROPERTY LOCATED IN THE CITY OF CARLSBAD, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS MODULE A OF THAT CERTAIN CONDOMINIUM PLAN RECORDED ON APRIL 25, 2005 AS FILE NO. 05-0342075,

AND RE-RECORDED MAY 5, 2005 AS FILE NO. 2005-0380844 BOTH OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AS SAME MAY BE AMENDED, MODIFIED, AND/OR RE-RECORDED FROM TIME TO TIME ("CONDOMINIUM PLAN").

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GRANT DEED
(continued)

APN/Parcel ID(s): 214-620-14-22

UNIT 22 ON THAT CERTAIN PORTION OF LOT 14 OF CITY OF CARLSBAD TRACT NO. CT 98-14-01 ACCORDING TO MAP THEREOF NO. 14682 FILED ON SEPTEMBER 19, 2003, IN THE RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AS DESCRIBED AND DEPICTED ON THE CONDOMINIUM PLAN AND AS DESCRIBED IN THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR

THE BAY COLLECTION" RECORDED ON NOVEMBER 10, 2004 AS FILE NO. 04-070454, AND THE "NOTICE OF ANNEXATION FOR PHASE 2 OF THE BAY COLLECTION", RECORDED ON APRIL 25, 2005, AS FILE NO. 05-0342076, BOTH OF OFFICIAL RECORDS OF SAN DIEGO COUNTY, CALIFORNIA, AS SAME MAY BE AMENDED, MODIFIED, AND/OR RE-RECORDED FROM TIME TO TIME (COLLECTIVELY REFERRED TO AS THE "DECLARATION").

PARCEL 3: NONEXCLUSIVE EASEMENTS OVER ASSOCIATION PROPERTY:

A NONEXCLUSIVE EASEMENT APPURTENANT TO THE AFORE-DESCRIBED CONDOMINIUM UNIT FOR INGRESS, EGRESS, USE, AND ENJOYMENT IN, ON, OVER, ACROSS AND THROUGH ALL PORTIONS OF THE ASSOCIATION PROPERTY OF THE PROJECT, EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED AS EXCLUSIVE USE ASSOCIATION PROPERTY, IF ANY, AND ACROSS ALL PORTIONS OF ANY ASSOCIATION PROPERTY SUBSEQUENTLY ANNEXED INTO THE PROJECT, IF ANY, WHICH ARE NOT DESCRIBED AS EXCLUSIVE USE ASSOCIATION PROPERTY.

PARCEL 4: EASEMENTS FOR EXCLUSIVE USE ASSOCIATION PROPERTY:

THE APPLICABLE EXCLUSIVE USE ASSOCIATION PROPERTY EASEMENTS APPURTENANT TO THE AFORE-DESCRIBED CONDOMINIUM UNIT (E.G. PORCH, DECK, YARD, PARKING SPACE, ETC.), AS MORE PARTICULARLY DESCRIBED AND/OR DEPICTED IN THE DECLARATION, NOTICE OF ANNEXATION, AND/OR THE CONDOMINIUM PLAN ("EXCLUSIVE USE ASSOCIATION PROPERTY").

PROPERTY COMMONLY KNOWN AS: 7018 Forsters Tern Drive, Carlsbad, CA 92011

Dated: June 19, 2020

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Jean K. Savalas, Trustee of the Savalas 2019 Trust Dated March 5,2019

BY: Jean K Savalas
Jean K. Savalas
Trustee

GRANT DEED
(continued)

APN/Parcel ID(s): 214-620-14-22

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

County of SAN DIEGO

On JUNE 26, 2020 before me, TERESA R. MCELANEY, Notary Public,
(here insert name and title of the officer)

personally appeared JEAN K. SAVALAS,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Teresa R. McElaney
Signature

TERESA R. MCELANEY
Notary Public - California
San Diego County
Commission # 2175682
My Comm. Expires Jan 12, 2021

CERTIFICATE OF ACCEPTANCE
(Pursuant to Government Code 27281)

This is to certify that the interest in real property conveyed by the Grant Deed from JEAN SAVALAS, TRUSTEE OF THE SAVALAS 2019 TRUST, to the City of Carlsbad, a municipal corporation (the "City"), is hereby accepted on July 22, 2020, by the undersigned officer or agent on behalf of the City pursuant to authority conferred by City Council Resolution No. 2020-_____ adopted on July 21, 2020, and the City Council consents to the recordation of said document in the Office of the Recorder of San Diego County, State of California.

CITY OF CARLSBAD, a municipal corporation

By: _____

Name: Geoff Patnoe_____

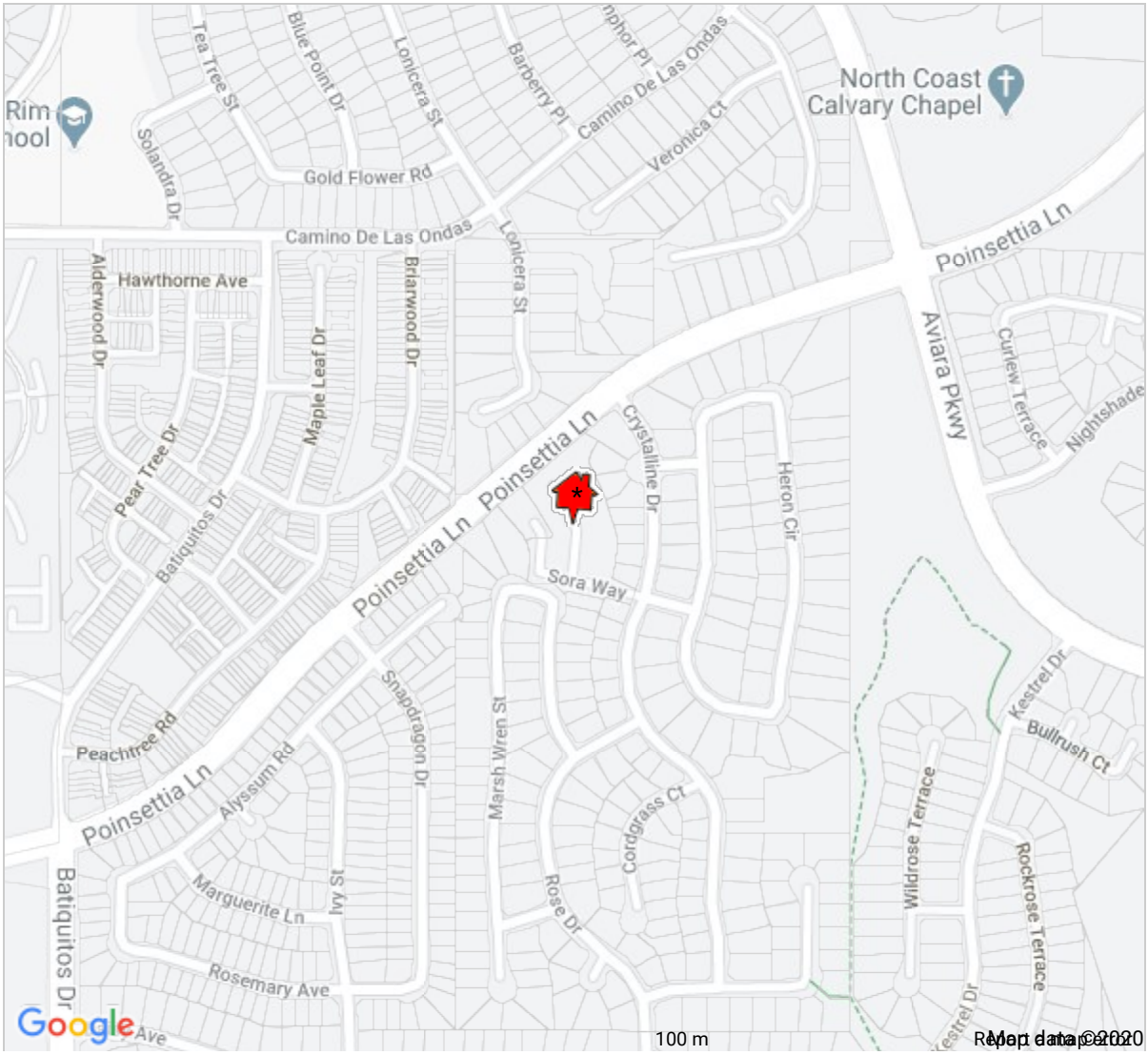
Its: Assistant City Manager_____

Exhibit 2

Street Map Plus Report

For Property Located At

7018 FORSTERS TERN DR, CARLSBAD, CA 92011-3969



CITY COUNCIL
Staff Report

Meeting Date: July 21, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: John Kim, City Traffic Engineer
John.kim@carlsbadca.gov, 760-602-2757

Subject: Approve Traffic-Calming Plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane

Recommended Action

Adopt a resolution approving traffic-calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane in keeping with the City of Carlsbad Residential Traffic Management Program, Capital Improvement Project No. 6070.

Executive Summary

The City of Carlsbad uses the Residential Traffic Management Program to address concerns about motorists speeding on residential streets and using them as shortcuts around the corridors intended for through traffic.[1] Residents in the area of these streets completed the collaborative process outlined in the traffic management program and the project has met the criteria for neighborhood support for these traffic-calming plans. The traffic management program requires the City Council to receive the recommendations of the Traffic Safety Commission to implement such traffic controls. (The Traffic Safety Commission was renamed the Traffic and Mobility Commission last year.) In accordance with that approval process, staff is requesting that the City Council approve the project to calm traffic on these four streets as presented.

Discussion

Construction is underway to complete the remaining section of Poinsettia Lane as part of the Poinsettia 61 residential development. In anticipation of the traffic effects caused by extending this roadway, staff conducted a study analyzing the impacts to the adjacent roadways and neighborhoods.

A public meeting was held at Aviara Oaks Elementary School to discuss the findings of the traffic study on Nov. 21, 2019. At this meeting, residents from the Viadana and Pavoreal communities expressed their concerns about the potential increase of cut-through traffic on Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane (see Exhibit 2). Cut-through traffic occurs when drivers try to save time by traveling on local streets rather than on arterial roads. The traffic study identified the route from Oriole Court to Mimosa Drive to Moorhen Place to Dove Lane as

[1] The City Council approved the Residential Traffic Management Program with adopted Resolution No. 2001-139 and amended it with adoption of Resolution No. 2011-115.

a potential cut-through route and recommended that the traffic management program be used to address these concerns.

The traffic program provides a process for minimizing disruptions to residential neighborhoods from excessive speeds and high volumes of vehicles. The program's Phase II uses cost-effective traffic management devices, such as speed cushions, or speed bumps, to help reduce speeds and discourage cut-through traffic on neighborhood streets.

Although the measured speeds on these neighborhood streets were below the threshold identified in the program for Phase II implementation, staff is using the process to address the potential cut-through traffic identified in the Poinsettia traffic study and the concerns expressed at the Nov. 21 public meeting.

Community support must be confirmed through public input before a proposed Phase II plan can be implemented. This process includes neighborhood meetings to hear residents' concerns, which ultimately help staff tailor traffic-calming plans for each neighborhood. Once a preferred concept plan is identified, a survey is mailed to all residents and nonresident owners within the project area. The survey's results are used to measure neighborhood support.

As called for in the Phase II process, staff invited residents within the study area to two neighborhood meetings to hear traffic-calming strategies and provide feedback on the concept plans staff have developed

Neighborhood meetings

Streets	Date	Location	Attendees
Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane	Jan. 23, 2020	Alga Norte Community Center	22
Mimosa Drive from Moorhen Place to Aviara Parkway	Feb. 20, 2020	Faraday Center	13

At both meetings, attendees selected a preferred traffic-calming plan. For Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, a plan consisting of three speed cushions and curb extensions at two intersections was chosen. For Mimosa Drive between Moorhen Place and Aviara Parkway, a traffic-calming plan consisting of four speed cushions was selected.

After the neighborhood meetings, letters were sent to those residents and property owners whose homes are located directly in front of the proposed traffic calming features. The traffic-calming plans were adjusted and finalized based on their feedback (see Exhibits 3 and 4).

The traffic-calming plan requires that a majority of residents and property owners within the study area must support the plan as determined by a mailed survey. The survey is considered valid if 50% or more of the residents and nonresident owners return the completed survey. Positive support for the plan is indicated by 67% or more of the returned surveys in support of the proposed plan. The survey results are summarized below

Survey Results

Street	Total sent	Total returned	Return rate	Total in support	Support rate	Criteria met?
Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane	54	29	56%	25	86%	Yes
Mimosa Drive from Moorhen Place to Aviara Parkway	118	63	63%	52	83%	Yes

Staff presented a report of the traffic-calming process and survey results to the Traffic and Mobility Commission on June 1, 2020. After hearing staff's presentation and public comments, the commission voted 5-2 to support the traffic-calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane (see Exhibit 5 for approved meeting minutes).

Based on the results of the neighborhood support surveys for the traffic-calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, the fulfillment of the requirements found in the traffic program and the recommendation of the Traffic and Mobility Commission, staff recommends the City Council approve the traffic-calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane.

Fiscal Analysis

There are sufficient gas tax funds available in the Residential Traffic Improvement Program, Capital Improvement Project No. 6070, to complete the project. The available funds and estimated construction costs are shown in the table below:

RESIDENTIAL TRAFFIC IMPROVEMENT PROGRAM, CAPITAL IMPROVEMENT PRJECT NO. 6070	
Current appropriation – Residential Traffic Improvement Program, Capital Improvement Project No. 6070	$1,400,000
Current year expenditures and encumbrances – Residential Traffic Improvement Program, Capital Improvement Project No. 6070	$774,760
TOTAL AVAILABLE RESIDENTIAL TRAFFIC IMPROVEMENT PROGRAM, CAPITAL IMPROVEMENT PROJECT NO. 6070	**$625,240**
RESIDENTIAL TRAFFIC-CALMING ON TWO STREETS PROJECT, CAPITAL IMPROVEMENT PROJECT NO. 6070	
Design (estimated)	$12,800
Construction contract (estimated)	$128,000
Construction contingency (estimated)	$12,800
Construction management, inspection and material testing (estimated)	$12,800
TOTAL ESTIMATED DESIGN AND CONSTRUCTION COSTS	**$166,400**
REMAINING BALANCE AFTER CAPITAL IMPROVEMENT PROJECT NO. 6070	**$458,840**
ADDITIONAL APPROPRIATION NEEDED	**$0**

Next Steps

Staff will work with a consultant to develop construction plans for the proposed traffic-calming features for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane. The estimated cost for these improvements is less than $200,000. Accordingly, the construction contract will be executed by the city manager or designee.

Environmental Evaluation (CEQA)

The Project is exempt from the California Environmental Quality Act per CEQA Guidelines Section 15301(c) – minor alteration of existing facilities including streets, sidewalks, gutters and similar facilities involving negligible or no expansion.

Public Notification

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to the scheduled meeting date. Before the start of construction, the public will be notified using media methods such as signage, email, the city's website and other city communication channels.

Exhibits

1. Resolution
2. Location map
3. Traffic-Calming Plan for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane
4. Traffic Calming Plan for Mimosa Drive between Moorhen Place and Aviara Parkway
5. Approved minutes from the June 1, 2020, Traffic and Mobility Commission meeting

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, APPROVING THE TRAFFIC CALMING PLANS FOR ORIOLE COURT, MIMOSA DRIVE, MOORHEN PLACE AND DOVE LANE, CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECT NO. 6070 (PROJECT), PER THE CARLSBAD RESIDENTIAL TRAFFIC MANAGEMENT PROGRAM (CRTMP).

WHEREAS, the City Council of the City of Carlsbad, California has determined it necessary, desirable and in the public interest to construct the Project; and

WHEREAS, on May 8, 2001, City Council adopted Resolution No. 2001-139 approving the CRTMP to provide the policies and guidelines for traffic management on residential public streets; and

WHEREAS, on May 24, 2011, City Council adopted Resolution No. 2011-115 amending the CRTMP; and

WHEREAS, the CRTMP requires City Council to hold a "duly noticed public meeting… to receive recommendations of the Traffic Safety Commission for Phase II implementation" and the Traffic Safety Commission was renamed as the Traffic and Mobility Commission last year; and

WHEREAS, on June 1, 2020, the Traffic and Mobility Commission recommended approval of the Project; and

WHEREAS, the public input process and mail support survey conducted for the Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane traffic calming plan has satisfied the requirements of the CRTMP; and

WHEREAS, the public input process and mail support survey conducted for the Mimosa Drive (between Moorhen Place and Aviara Parkway) traffic calming plan has satisfied the requirements of the CRTMP; and

WHEREAS, the City of Carlsbad's City Planner has considered the potential environmental effects of the Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane traffic calming plan and has determined that the project will not have a significant effect on the environment because it involves a minor alteration of existing streets, involving negligible or no expansion of use;

WHEREAS, there are sufficient Residential Traffic Improvement Program funds available in the Gas Tax Fund to complete the Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council approves the traffic calming plans for Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane, CIP Project No. 6070, per the CRTMP.
3. That the City Planner has determined that implementing the Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane traffic calming plan to help reduce speeds and discourage cut-through traffic on these neighborhood streets is categorically exempt from CEQA pursuant to CEQA Guidelines section 15301(c) and that no exception to the exemption as set forth in CEQA Guidelines section 15300.2 applies.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

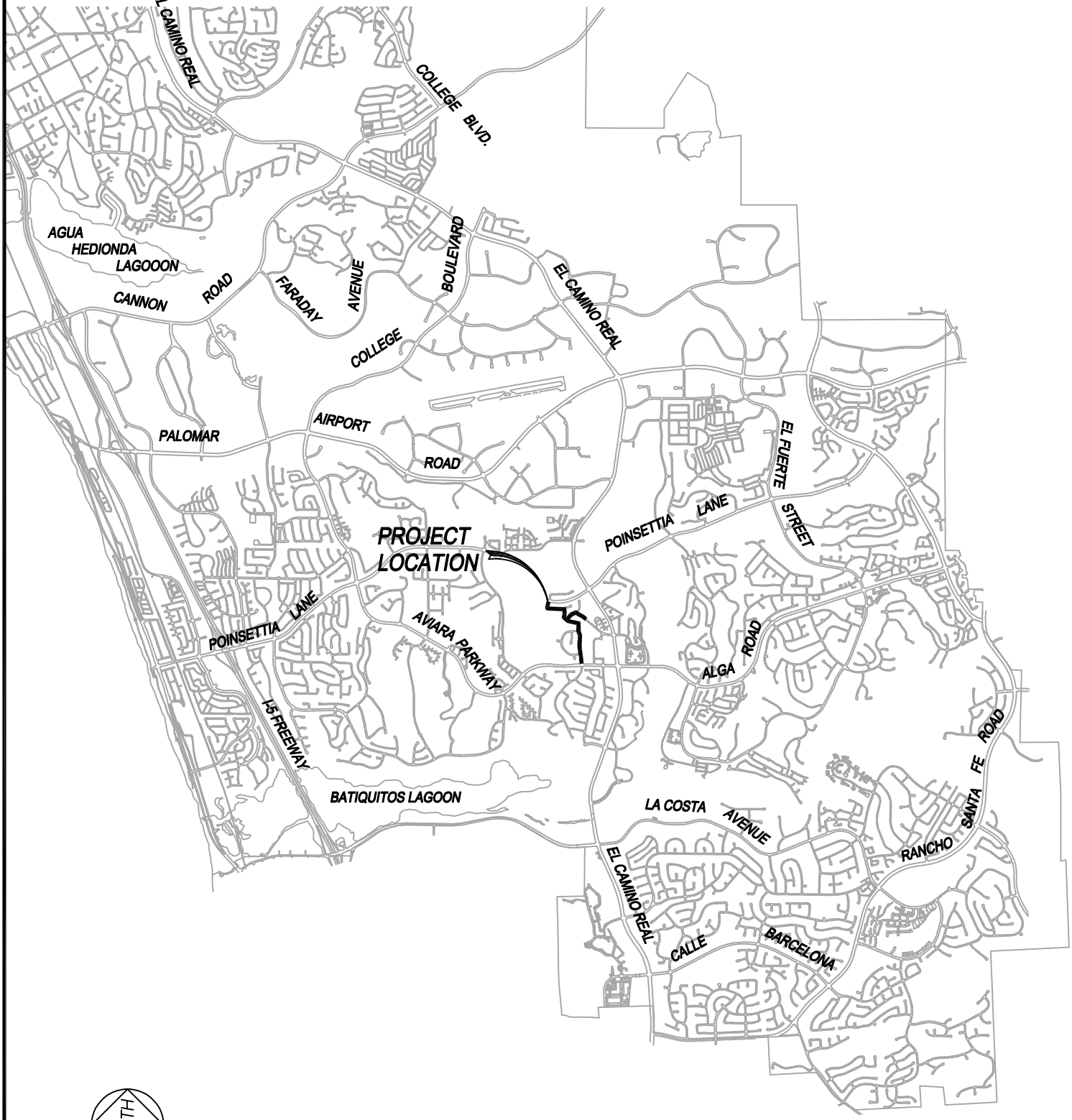
ABSENT:

_____
MATT HALL, Mayor

_____
BARBARA ENGLESON, City Clerk

(SEAL)

LOCATION MAP



NORTH

NOT TO SCALE

Traffic Calming

Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane

EXHIBIT 2

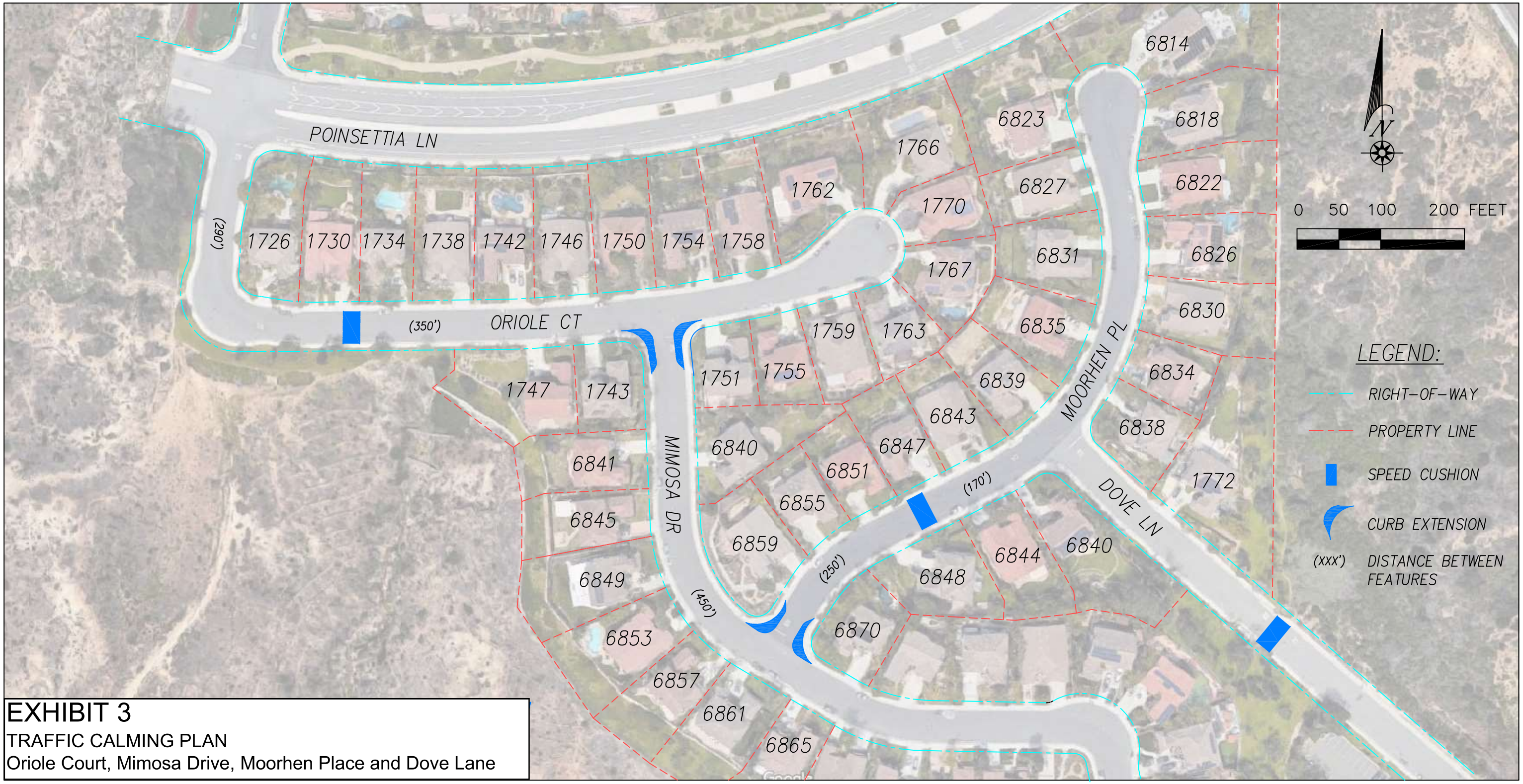


EXHIBIT 3

TRAFFIC CALMING PLAN

Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane

Exhibit 3

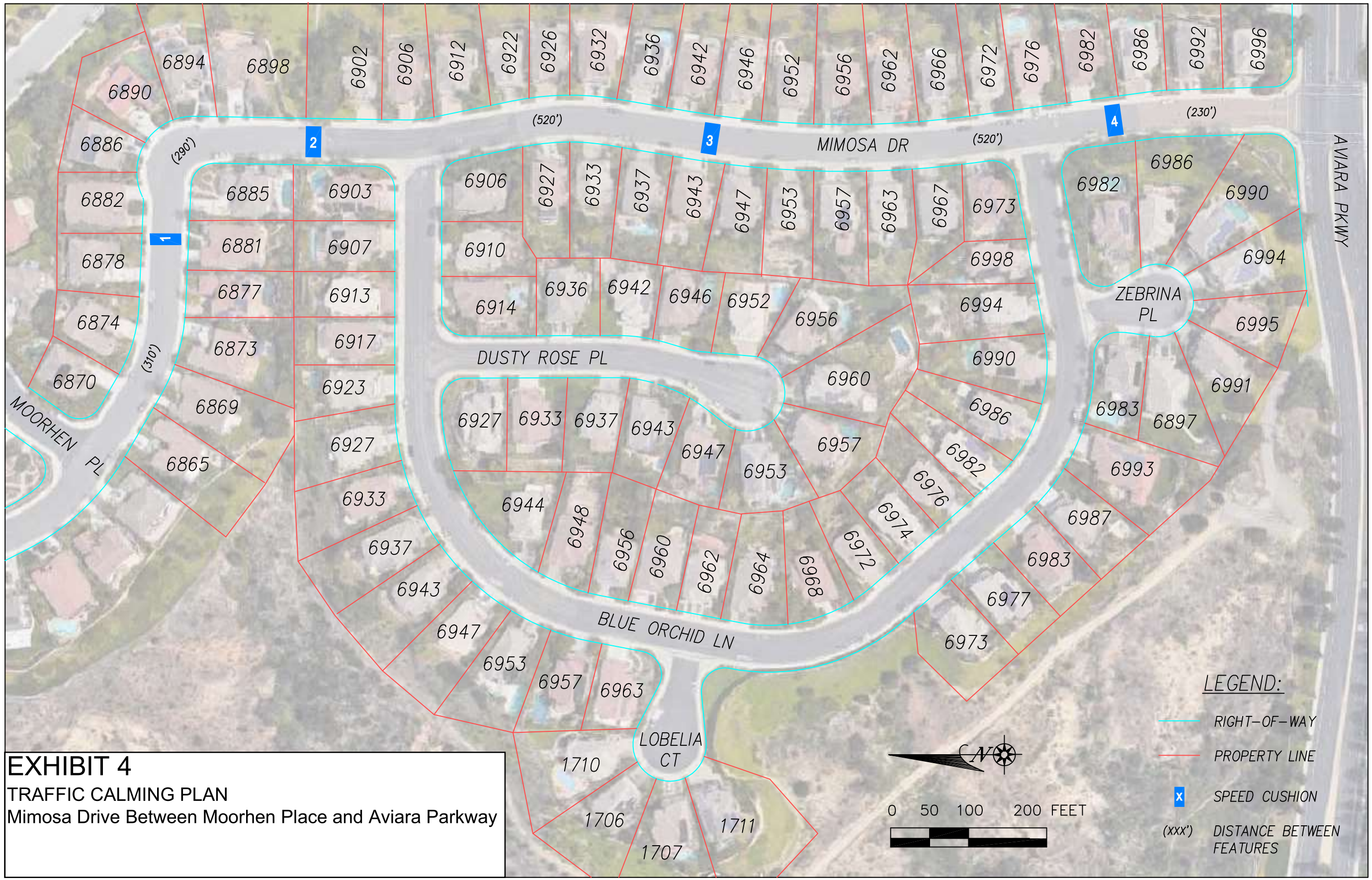


EXHIBIT 4

TRAFFIC CALMING PLAN

Mimosa Drive Between Moorhen Place and Aviara Parkway

Exhibit 4

TRAFFIC AND MOBILITY COMMISSION
Minutes

Council Chambers
1200 Carlsbad Village Drive
Carlsbad, CA 92008

Monday, June 1, 2020, 3:00 p.m.

CALL TO ORDER: Chair Gocan called the Meeting to order at 3:04 p.m.

ROLL CALL: Present: Gocan, Hunter, Penseyres, Fowler, Linke and Perez.
Absent: Johnson

APPROVAL OF MINUTES:

This meeting was conducted virtually via Zoom due to the stay-at-home order for COVID-19.

Motion by Commissioner Linke seconded by Commissioner Hunter, to approve the minutes for May 4, 2020, as amended.
Motion carried 6/0/1 (Absent: Johnson)

PUBLIC COMMENTS ON ITEMS NOT LISTED ON THE AGENDA:

Public comments submitted via email prior to the T&MC meeting:
Frances Schnall, a Carlsbad resident, requested staff and commission to address cars speeding on Unicornio Street and the ineffective 4-way stop signs at intersection of Unicornio Street and El Fuerte Street.

DEPARTMENTAL REPORTS:

1. **POLICE MONTHLY REPORT** – (Staff contact: Lieutenant Christie Calderwood, Police Department)
   Staff Recommendation: Receive report

Lieutenant Calderwood reported on the actions taken during the month of May related to the bicyclists and motorcycle safety month. Police noticed an increase on people walking and bicycling on Carlsbad Boulevard.
Lieutenant Calderwood reported that even with the stay-at-home order due to COVID-19 police were very busy enforcing the law specially on Carlsbad Boulevard. Most of citations were due to drivers going over the speed limit and drivers using the bike lane.

Vice-Chair Johnson joined the T&MC meeting at 3:19 p.m.

2. **PALOMAR AIRPORT ROAD AND COLLEGE BOULEVARD IMPROVEMENTS –** (Staff Contact: Hossein Ajideh and Brandon Miles, Public Works).
   Staff Recommendation: Approve staff recommendations

Engineering Manager Ajideh presented the background overview on the project status in relation to the Growth Management Plan Monitoring Report for FY 2017-18.
Associate Engineer Miles presented the proposed improvements on Palomar Airport Road and College Boulevard, Capital Improvement Project No. 6028. The presentation is on file with the office of the City Clerk.

Motion by Commissioner Linke seconded by Commissioner Hunter to approve staff recommendations to implement Palomar Airport Road and College Boulevard Improvements, Capital Improvement Program (CIP) Project No. 6028 (Project), providing operational improvements consistent with the city's General Plan Mobility Element.
Motion carried: 7/0

3. TRAFFIC CALMING ON ORILOE COURT, MIMOSA DRIVE, MOORHEN PLACE AND DOVE LANE– (Staff Contact: Miriam Jim and Lindy Pham, Public Works)

Staff's Recommendation: Approve staff recommendations

Senior Engineer Jim presented the background of the project related to the potential traffic impacts on Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane due to the opening of Poinsettia Lane (Poinsettia 61 project) estimated for fall of 2020. She explained that the city is taking a proactive approach to prevent a potential cut-through traffic in the residential neighborhoods. Although the candidate streets did not meet Phase 2 speed criteria of the Carlsbad Residential Traffic Management Program (CRTMP), an exception may be granted by the Traffic and Mobility Commission.

Associate Engineer Pham outlined the public outreach process which consisted of two neighborhood meetings and mailed surveys letters. The first neighborhood meeting focused on Oriole Court to Dove Lane, and the second meeting focused on Mimosa Drive from Moorhen Place to Aviara Parkway. After a preferred traffic calming plans were developed, surveys were mailed to the residents of each neighborhood to gauge community support for the plans. The survey results met the support criteria found in the CRTMP and staff recommended that the Traffic and Mobility Commission grant an exception and support the proposed traffic calming plans. Presentation is on file with the office of the City Clerk.

- Commissioner Fowler commended the city staff for wearing mask as they work on the streets.
- The T&MC is identified as a data-driven decision commission and in this case, we do not have data to support the need for the proposed traffic calming plans, so what sort of analysis was used to conclude that these streets could potentially become cut-through routes?
- City Traffic Engineer Kim explained that the Poinsettia Traffic Analysis, that was previously presented to the T&MC on December 2019, identified Oriole Court, Mimosa Drive, Moorhen Place and Dove Lane as a potential cut-through routes and based on these findings, City Council directed staff to be proactive and implement traffic calming on these residential streets.
- Commissioner Fowler inquired how cut-through routes were identified, was it probability-based?

- City Traffic Engineer Kim explained that the cut-through routes were identified using travel times. No probabilities were assigned to the potential cut-through routes but engineering studies have shown that drivers will select their routes based on travel time savings.
- Commissioner Hunter inquired about staff using resources on problems that does not yet exist, when we could be using resources to address problems that we do know exist.
- Deputy City Manager Gomez provided clarification that residents in the area identified a reoccurring problem with cut-through traffic and this was communicated to staff during the public meeting for the Poinsettia Traffic study.
- Commissioner Linke agreed that these streets could be potential cut-through routes and he asked if staff looked at any comments from the residents that opposed the traffic calming project.
- City Traffic Engineer Kim answered that staff provided space on the survey for the public to express their concerns. Staff will normally review the comments only if the survey does not meet the required public support criteria.
- Commissioner Linke also expressed his concern of addressing a problem that does not exist yet.
- Commissioner Perez inquired about the average speed in these streets specifically near Aviara Oaks Elementary school drop-off and if there were any comments expressed related to school drop-offs?
- Associate Engineer Pham answered that a resident did express concerns of parents using the residential streets as cut-through routes to Aviara Oaks school.
- Chair Gocan inquired how soon the traffic calming measures will be implemented in relation to the opening of Poinsettia Lane?
- City Traffic Engineer Kim answered that it is staff's goal to have the traffic calming project completed before the opening of Poinsettia Lane.
- Commissioner Perez inquired how the outcome of this traffic calming plan will affect the priorities of others residential traffic calming plans?
- City Traffic Engineer said that it will not change priorities but since this project has not yet started, staff is planning to design the project in-house to expedite the plan.
- Commissioner Perez inquired about the traffic calming that was done on Harwich if would be demoted in terms of priority?
- City Traffic Engineer Kim said no, the traffic division has enough staff to continue the projects already in progress moving forward.
- Commissioner Penseyres inquired if the children living in the new area will be attending the Aviara Oaks Elementary?
- City Traffic Engineer Kim answered that it is likely but he does not have knowledge of how the school district set-up the boundaries.
- Commissioner Penseyres asked if the developers were going to use any other open space to provide a trail to the school like it was done in other areas?
- City Traffic Engineer answered that this would have been part of the Poinsettia 61 project, which was approved years ago and that he is not familiar with conditions of approval for that project. He does not recollect any trails projects associated with Poinsettia 61 but could check into it.
- Commissioner Penseyres inquired about the speed data and whether or not we had information on the maximum and minimum speed recorded.

- Associate Engineer Pham answered that staff has the data, she does not have it right now but she can provide to the commission.
- Vice-Chair Johnson inquired how the curb extensions work and the capability to slow traffic and how to deal with streets that do not have enough width to add a curb extension.
- City Traffic Engineer answered that curb extensions are usually not proposed for reducing speed on mid-block segments due to a lack of deflection. Since this traffic calming project involves multiple streets, curb extensions at the corners were recommended to slow the turning speeds. Curb extensions at the corners will reduce the curb radii at the corners and will reduce speeds and in turn, reduce cut-through traffic.
- Commissioner Linke made a comment that this traffic calming related to the gap closure of Poinsettia Lane is one of the last major gap closure in the City of Carlsbad, so he does not see setting a precedent until the gap closure of College Boulevard is constructed.

Motion by Commissioner Penseyres seconded by Commissioner Hunter to approve an exception to the Carlsbad Residential Traffic Management Program and support the proposed traffic calming plans on Oriole Court Mimosa Drive, Moorhen Place and Dove Lane.
Motion carried: 5/2 (No: Fowler and Johnson)

4. MULTIMODAL LEVEL OF SERVICE METHODOLOGY – (Staff Contact: Nathan Schmidt, Public Works)

Staff's Recommendation: receive report

Transportation Planning and Mobility Manager Schmidt presented the Multimodal Level of Service Methodology (MMLOS) that started with the General Plan Mobility Element in 2015 established a MMLOS methodology to evaluate impacts of individual development projects and amendments to the General Plan on the city's transportation system. The presentation is on file with the office of the City Clerk.

- Commissioner Linke inquired if the letter grades for all the streets in the City of Carlsbad have been generated using the current MMLOS methodology?
- Transportation Planning and Mobility Manager Schmidt answered that not the entire street network, roughly 20% of the street network has been studied using the most recent MMLOS methodology.
- Commissioner Linke commented that it seems that we are doing this backwards, we should review the MMLOS methodology first and then apply it as opposed of applying and putting it to a Growth Management Program (GMP) monitoring report for approval by the City Council and only after that go through the review process of the method that was used.
- Transportation Planning and Mobility Manager Schmidt understands Commission Linke request but he points out that this is a brand-new methodology developed specifically for the City of Carlsbad and is a work in progress. Once the Commission has a chance to review the results, staff will work with the Commission to identify issues and update the methodology for next year's (FY 2019-20), monitoring report.

- Commissioner Linke said that it would be easier to have access to the data now in order to review how well the tools are working but he guessed that T&MC are only to receive the report at this point. He asked if there were any letter grade E or F on the 20% of the streets that were analyzed with this tool?
- Transportation Planning and Mobility Manager Schmidt answered yes, there were letter grade E and F but he does not recall which streets. This information will be part of the GMP monitoring report that will be presented to the T&MC in July.
- Commissioner Linke asked why transit was not included in the MMLOS presentation?
- Transportation Planning and Mobility Manager Schmidt answered that this presentation was to prepare the commission with an initial look at the MMLOS methodology and to provide the Commission with understanding, specifically for bike and pedestrians MMLOS because that is what is being look at as part of the upcoming GMP monitoring report. Transit was not included yet for the GMP monitoring report.
- Commissioner Linke inquired if the T&MC will review the point system themselves or T&MC will review the entire methodology?
- Transportation Planning and Mobility Manager Schmidt said that after the initial monitoring report is submitted to the commission then staff will take a step back and open-up to the commission to review the entire methodology.
- Commissioner Linke presented a PowerPoint presentation which is on file with the office of the City Clerk.
- Commissioner Hunter inquired how do we have a 100 points scale with variables that gives us over 100 points and make it accurate?
- Transportation Planning and Mobility Manager Schmidt agrees that this is an issue that may needs to be adjusted in future methodology updates.
- Commissioner Penseyres would like to see before and after usage of this new tool on a street that went through a road diet (La Costa from El Camino Real to Rancho Santa Fe). He thinks the results of the before/after should be interesting. Another one that would be interesting to have the new tool used is the section on Tamarack Avenue from El Camino Real to Carlsbad Village Drive due to the very steep grade. Commissioner Penseyres suggested that this topic, MMLOS, should be included in the ad-hoc committee for Sustainable Mobility Program.
- Vice-Chair Johnson asked how are we going to do the analysis in the City? Are we going to use the Vehicle Miles Traveled (VMT) in conjunction with MMLOS?
- Transportation Planning and Mobility Manager Schmidt answered yes, MMLOS analysis will be provided in conjunction with VMT analysis.

Chair Gocan inquired if anyone had anything against a 10 minutes break, seeing no hands she asked everyone to be back to the virtual meeting by 5:00 p.m.

5. SEMIANNUAL TRANSPORTATION REPORT - (Staff Contact: Tom Frank, Public Works)
Staff's Recommendation: Receive report and Commission comments

Transportation Director Frank presented the Semiannual Transportation Report which is on file with the office of the City Clerk.

- Commissioner Linke congratulated staff for all the six-months accomplishments and acknowledged that Transportation Planning and Mobility Manager Schmidt has inherited all the hot button issues and charted all projects that he has the most comments. He pointed out that the Capital Improvement Program (CIP) does not show new funds for the College Boulevard extension in the City's draft CIP budget being presented to the City Council. He asked for assurance that the College Boulevard extension will move forward.
- Transportation Director Frank answered that it was his oversight that the College Boulevard extension was not included in the Semiannual Transportation Report. He pointed out that the funds for the College Boulevard extension are shown in the Regional Transportation Improvement Program(RTIP). There is approximately $2.5 million available for the initial engineering studies. As the commission know, the RTIP does not commit the city to fund projects in any way, it is somewhat of a wish list that helps SANDAG with their program modeling. Transportation Director Frank explained that the City is including funding in next year's CIP budget for the College Blvd extension which would be shown in the revised upcoming draft CIP budget.
- Deputy City Manager Gomez explained that after receiving City Council direction related to the College Boulevard extension project, staff met internally and have identified potential funding sources. As previously briefed, the developer for the Terraces project provided funds for constructing the College Boulevard extension. Approximately $1.3 million of those funds are currently available. Staff is moving forward with preparing a scope of work for a consultant to prepare a preliminary engineering assessment. She asked whether Commissioner Linke's question had been answered.
- Commissioner Linke requested that staff include the College Boulevard extension and the draft Evaluation Manual in the six-month goals list.
- Commissioner Fowler shared his disappointment that the city is planning to spend roughly $3 million dollars to conduct engineering studies and lead the College Boulevard gap closure project. He asked if the city has the option not to build the extension of College Boulevard.
- Deputy City Manager Gomez answered that until recently City Council has not supported a city-led effort to construct the College Boulevard extension because the Local Facility Management Zone 15 Plan and Citywide Facilities and Improvements Plan and include a private development obligation to fund and construct it. During the October property owners' meeting, they confirmed that development of their properties and construction of College Boulevard extension would not occur in the foreseeable future.
- Commissioner Fowler inquired if the State is compelling the City to complete the extension of College Boulevard?
- Deputy City Manager Gomez answered that the State is not compelling the city to build the College Boulevard extension. City Council directed staff to pursue a city-led financing program, which would include the preliminary engineering assessment. The College Boulevard extension project is part of the city's General Plan. In the past, the city had the

option to not issue development or building permits with a moratorium. This moratorium option is no longer available due to Senate Bill 330, Housing Crisis Act of 2019.

6. ELECT CHAIR AND VICE-CHAIR - (Staff Contact: Nathan Schmidt, Public Works) –

Motion by Commissioner Penseyres, seconded by Commissioner Linke to nominate Chair Gocan for another one year term as Chair and to nominate Commissioner Perez to one year term as Vice-chair. Motion carried: 5/2 (No: Hunter and Fowler)

7. RULES AND REGULATIONS - RESOLUTION – (Staff Contact: Nathan Schmidt, Public Works)
Staff's Recommendation: Approve resolution

Transportation Planning and Mobility Manager Schmidt recommended that the Traffic and Mobility Commission adopt the procedural rules and regulations for the Traffic and Mobility Commission and to approve Traffic and Mobility Commission Resolution 2020-1. The presentation is on file with the office of the City Clerk.

Transportation Planning and Mobility Manager Schmidt pointed out that staff intended to add to the Order of Business one additional item which is to set-up a Consent Calendar policy but due to a clerical oversight this item was not included in the Resolution but staff will bring this item back for the T&MC consideration.

- Commissioner Linke remembered that on July of 2019, the T&MC voted to refer a set of rules and regulations to the City Clerk and the vast majority of those items have been incorporated to the Communications Plan and in this rules and regulations except the request of video recording of the meetings. Did staff asked the City Clerk office about the prospect of recording our meetings and then posting it on to the city website?
- Transportation Planning and Mobility Manager Schmidt answered that the City Clerk has reviewed the Rules and Regulations and they are aware of the T&MC request to include the video recordings to the Rules and Regulations. If the T&MC desires to include the video recordings to the Rules and Regulations we can do so, the only caveat there is that it will need to be some financial consideration on the part of staff in regards the cost of recording the video and data storage.
- Commissioner Linke said that in the interest of transparency he moves that we add the video recordings and posting it in the city website to the Rules and Regulations.
- Deputy City Manager Gomez said that something to consider is the consistency across the board with the other Boards and Commissions that the City Clerk is in the process of reviewing, so she would recommend that staff confers with the City Clerk to have a better understand of the direction.
- Commissioner Linke disclosed to staff that he is posting the T&MC meeting to YouTube and he asked if the attorney had anything against it.
- Assistant City Attorney Contreras said he does not see any Brown Act concern with posting the meeting to YouTube.
- Commissioner Linke asked for staff to follow the Rules and Regulations and get all communication from the public and the commissioners into the city website.
- Assistant City Attorney Contreras explained that the Public Record Act applies to any form of communication between a member of the public and the T&MC, it might not be

in the city website but any member of the public can request the records and the city is obligated to provide a copy of the records.

- Commissioner Linke said that the City Council post any communication between a member of the public and the Council members to the city's public website. He would like to see the T&MC to follow City Council practices as stated in the Rules and Regulations.
- Commissioner Hunter would like to see the T&MC meeting video recorded and posted in the city website.
- Assistant City Attorney Contreras after seeing some questions about public records and communications outside the meetings he suggested to agendize a Public Record Act Training session for the T&MC at a later meeting date.

Motion by vice-chair Johnson, seconded by Commissioner Hunter to adopt the Procedural Rules and Regulations and to approve the Traffic and Mobility Commission Resolution 2020-1.
Motion carried: 6/1 (No: Linke)

Commissioner Linke asked that the minutes reflect that he voted "No" because he requested that an additional rule be added that would require the video recordings of all T&MC meetings be posted to the city website.

8. FISCAL YEAR 2020 -21 – TRAFFIC AND MOBILITY COMMISSION WORKPLAN – (Staff Contact: Nathan Schmidt, Public Works AND David Graham, Chief Innovation Officer)

- Chief Innovation Officer Graham facilitated the discussion of the T&MC Workplan for Fiscal Year(FY) 2020-21 based on the Carlsbad Municipal Code and the FY 2019-20 Workplan. The T&MC workplan 2019-20 is on file with the office of the City Clerk.

- Chief Innovation Officer Graham asked if the T&MC mission statement still reflects the values of the commission.
- The T&MC agreed that the mission statement is still a representation of the commission values and its relevancy.

<u>Changes proposed to GOAL I and Objectives:</u>

- **Objective 1a)**
  - Commissioner Linke suggested that Before/After Studies be prepared for the Traffic Signal CIP projects, including the mobility project portions of the Capital Improvements Program.
- **Objective 1b)**
  - Commissioner Linke suggested that we change the title of the "Traffic Signal Master Plan" to "Traffic Signal Performance Report".
- **Objective 1c)**
  - No changes suggested
- **Objective 1d)**
  - Vice- Chair Johnson suggested to add Vehicle Miles Traveled (VMT) and any other evaluation methods.

- Commissioner Linke inquired if the Transportation Demand Management (TDM) Analysis is incorporated in the language of objective 1d)
- Transportation and Mobility Manager Schmidt said no, it does not incorporate TDM guidelines, however this could be included in either 1d or as a new objective. Staff will look to see where TDM would make the most sense and revise the work plan to include this.
- Chief Innovation Officer Graham suggested that staff consider where the new objective related to TDM should be placed.

- **Objective 1e)**
  - This goal may be expanded to include additional goals related to TDM and improvements to Carlsbad Boulevard.

<u>Changes proposed for GOAL II and Objectives:</u>

- **Objective 2a)**
  - Commissioner Perez inquired suggested a proactive approach to engage the school district and work together in a plan to deal with the COVID-19 circumstances. He is not sure if this is in the commission's purview and jurisdiction.
  - Chief Innovation Officer Graham suggested that staff evaluate the existing situation and engage with the school district to review the commission's jurisdiction on this matter. It would be good to call out a proactive approach of the commissioner's relation to school mobility and safety.
- **Objective 2b)**
  - No change
- **Other discussions related to Goal I**I: Chief Innovation Officer Graham recommended to work on the following elements related to Goal II:
  - Better define the commission's role in Safe Routes to School Planning (SRTS)
  - Consider adding language (for an objective 2c and /or 2d) that would more proactively recognize the changed circumstances we are experiencing due to COVID-19 and how additional public communications can be included in these objectives.

<u>Changes proposed for GOAL III and Objectives:</u>

Commissioner Linke suggested to change the title of Goal III from "Developing a Communication Plan" to "Enhance transparency to improve public input related to mobility issues".

- **Objective 3a)** is completed and can be removed
- **Objective 3b**) is completed and can be removed
- **Objective 3c)** is completed and can be removed
- **Objective 3d)** will be revise to 3a
  - This objective is still pending and this is the reason that Commissioner Linke suggested that the title of the GOAL III should be "Enhance Transparency".

- Chair Gocan asked if this is the right place to request that the T&MC meetings are recorded and archived on the city's public website.

- **Objective e)** will be revised to 3b
  - Commissioner Linke commented that this should reflect the commission request to work with the city clerk's office to provide video recordings of the T&MC meetings to the public.
  - Transportation Planning and Mobility Manager Schmidt responded that staff will consider Commissioner Linke's request to provide video recordings on the city website. This consideration will be based on available budget which would be required to pay for a videographer and website hosting and also confer with the city's IT department on their capacity to provide video hosting services for all city boards and commissions.

CITY TRAFFIC ENGINEER COMMENTS:

City Traffic Engineer Comments: Attachment A

City Traffic Engineer Kim had the following late additions:

1. The Urgency Ordinance adopted to re-open parking on Carlsbad Boulevard that is going to City Council on Thursday, June 4, 2020.
2. The LFMZ 15 / GMP Monitoring report is going back to City Council on Tuesday, June 9, 2020.

- Commissioner Perez inquired if the re-opening of parking on Carlsbad Boulevard is including the Ponto Drive and Ponto Road?
- City Traffic Engineer Kim said yes.
- Deputy City Manager Gomez added that other topics that will be included are the full reopening of parking lots at city parks as well as information in regards to State Parks' decision on reopening the beaches parking lots.
- Chair Gocan inquired about the discussion of closing State Street to allow business and pedestrians to have more space.
- Deputy City Manager Gomez encouraged the commission to watch the last City Council meeting, which Chief Innovation Officer Graham provided an update on the results of the survey submitted to the Carlsbad Village Association.

TRAFFIC & MOBILITY COMMISSION COMMENTS:

- Commissioner Linke thanked staff and the commission for a productive meeting.
- Commissioner Perez commended Vice-Chair Johnson for her dedication to the commission and the great work she has provided while serving on the commission.
- Chair Gocan agreed with Commissioner Perez and thanked Vice-Chair Johnson.

ADJOURNMENT:

Chair Gocan adjourned the Traffic & Mobility Commission Meeting on June 1, 2020, at 7:27 p.m.

Eliane Paiva

Eliane Paiva, Minutes Clerk

CITY COUNCIL
Staff Report

Meeting Date: July 21, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Michael Grim, Senior Program Manager, Climate Action Plan Administrator
mike.grim@carlsbadca.gov, 760-602-4623

Subject: California Green Business Network Services Agreement Renewal

Recommended Action
Adopt a resolution authorizing execution of the California Green Business Network Services Agreement for fiscal year 2020-21, acceptance of grant funds, appropriation of grant funds to the Environmental Management Department budget and authorizing the city manager or designee to sign additional agreements for up to four subsequent fiscal years.

Executive Summary
The city launched the Carlsbad Green Business Network in November 2019 to increase the number of small and medium-sized businesses engaging in sustainable practices, which advance key measures in the city's Climate Action Plan.[1] This agreement must be renewed each fiscal year for the city to remain eligible for state grant funds.

Staff is asking the council to renew this agreement by requesting execution of the services agreement for fy 2020-21, acceptance of grant funds and appropriation of the funds to the Environmental Management Department budget. Staff also requests that the city manager or designee be authorized to sign additional agreements for up to four subsequent fiscal years.

Discussion
The City Council adopted a resolution authorizing execution of a California Green Business Network Services Agreement for fy 2019-20 on Dec. 10, 2019 (Resolution No. 2019-249). The network was launched to increase the number of small and medium-sized businesses engaging in sustainable practices, which include greenhouse gas emissions reductions, waste diversion, stormwater protection and water conservation. By participating in the program, local businesses enhance the city's sustainability initiatives. Since inception, 14 local businesses have registered in the Program, with four reaching full certification.

The city green business network is part of the California Green Business Network, a statewide network of 40 cities, counties and business districts that is funded in part by the California

[1] Measure B of the Climate Action Plan promotes the installation of commercial and industrial photovoltaic systems, Measure F encourages commercial and city facility efficiency retrofits and Measure K promotes transportation demand management strategies.

Environmental Protection Agency, or CalEPA. CalEPA, is offering $15,304.92 in grant funds to augment the city program in fy 2020-21.

To qualify for the funds, the city must execute the California Green Business Network Services Agreement for fy 2020-21 and certify 10 additional businesses as green businesses before March 31, 2021. The services agreement also requires $15,304.92 in matching funds from the city. Sources of the match include in-kind staff time and contract expenses for Environmental Innovations, Inc., the consultant operating the program.

If received, the grant funds would be used to help local businesses implement sustainable practices and receive California Green Business Network certification, and to conduct recruitment events, awards ceremonies and program marketing efforts.

Fiscal Analysis

There are adequate matching funds in the fy 2020-21 Climate Action Plan Operating Budget to fully fund the city's obligation for this proposed program.

Next Steps

The city and Environmental Innovations, Inc. will continue to recruit and certify new businesses with the intent of getting ten additional businesses certified by March 31, 2021, so that the city will qualify for the grant funds.

Environmental Evaluation (CEQA)

This action does not constitute a "project" within the meaning of the California Environmental Quality Act under Public Resources Code section 21065 in that it has no potential to cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore does not require environmental review.

Public Notification

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to the scheduled meeting date.

Exhibit

1. Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING EXECUTION OF THE CALIFORNIA GREEN BUSINESS NETWORK (CAGBN) SERVICES AGREEMENT FOR FISCAL YEAR (FY) 2020-21, ACCEPTANCE OF GRANT FUNDS, APPROPRIATION OF GRANT FUNDS TO THE ENVIRONMENTAL MANAGEMENT DEPARTMENT BUDGET AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN ADDITIONAL AGREEMENTS FOR UP TO FOUR SUBSEQUENT FISCAL YEARS.

WHEREAS, on Nov. 4, 2019, the City of Carlsbad launched the Carlsbad Green Business Network (CGBN); and

WHEREAS, the CGBN recruits and assists businesses that desire to engage in sustainable practices through a certification program; and

WHEREAS, by participating in the CGBN, local businesses will enhance the city's sustainability initiatives; and

WHEREAS, the CGBN is part of the statewide CAGBN; and

WHEREAS, California Environmental Protection Agency grant funds are available to members of the CAGBN upon execution of the CAGBN Services Agreement and fulfillment of its provisions; and

WHEREAS, on Dec. 10, 2019, the City Council adopted Resolution No. 2019-249, authorizing execution of a CAGBN Services Agreement for FY 2019-20; and

WHEREAS, the CAGBN Services Agreement must be renewed each fiscal year to remain eligible for grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.
2. That the City Council authorizes the City Manager or his designee to sign the CAGBN Services Agreement for FY 2020-21, attached hereto as Attachment A, and further authorizes the City Manager or his designee to sign additional agreements for up to four subsequent fiscal years.
3. That the City Council accepts the award of grant funds under the CAGBN Services Agreement in the amount of $15,304.92, and authorizes the deputy city manager, administrative services, to appropriate the grant funds upon receipt to the Environmental Management Department budget.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____
MATT HALL, Mayor

_____
BARBARA ENGLESON, City Clerk

(SEAL)

California Green Business Network
Services Agreement

This Agreement is entered into by the California Green Business Network (hereinafter "CAGBN" or "Client"), having an address at 113 Cooper Street, Santa Cruz, CA 95060, and the **CITY OF CARLSBAD** (hereinafter "Consultant"), having an address at **1635 FARADAY AVE. CARLSBAD, CA 92008**.

The period of time covered by this Agreement is from **May 1, 2020** to **June 30, 2021**, unless extended by written agreement.

This Agreement is a sub-award under California Environmental Protection Agency's (CalEPA) Contract with CAGBN found in Appendix C. As such, it is subject to the terms and conditions of that contract to the extent they apply to sub-awardees. Consultant is required to understand and comply with all applicable flow-down requirements.

Scope of Work and Compensation
Consultant is to perform the services and be entitled to compensation for such services as described in Appendix A Scope of Work and Appendix B Reporting and Deliverables and any future appendices signed by both parties. See details in Appendices A and B.

Relationship of the Parties
Applying his/her judgment regarding the work to be performed, Consultant is to choose the means and methods of performing the duties described herein. In doing so, Consultant will act as an independent contractor and not as an agent, partner, joint venturer, or employee of CAGBN. As such, Consultant is not eligible for workers compensation or any of the benefits paid to employees of CAGBN. No taxes (including income, payroll or social security taxes) of any jurisdiction shall be withheld or paid by CAGBN on behalf of Consultant. Consultant understands that he/she is responsible for paying his/her income taxes and all other taxes required by law.

Liability and Indemnification
Consultant is solely and exclusively liable to third parties for all expenses incurred by Consultant and for all claims of damages arising out of Consultant's actions. Consultant agrees to hold CAGBN harmless for any claims arising from, connected to, or caused in whole or in part by any negligent act or omission of the Consultant.

Confidentiality and Publicity
To the extent confidential or proprietary information is revealed to Consultant by the Client or obtained by Consultant on behalf of the Client, Consultant may not use or disclose the information without written approval from the Client. Wherever possible the California Green Business Network and the California Environmental Protection Agency shall be recognized in publicity efforts for their fiscal and in-kind support. The **CITY OF CARLSBAD**, shall include the CAGBN logo and a statement of membership on the program website, window clings, and other key marketing collateral.

Intellectual Property; Work Made For Hire
In relation to the performance of this Agreement, Consultant may create certain works for CAGBN, and program partners, all of which will be the property of CAGBN upon creation. To the extent that such works may be copyrighted or copyrightable under the laws of the United States. Consultant will be considered to have created a Work Made for Hire as defined in 17 U.S.C. Section 101 and CAGBN shall have the sole right to the copyright.

Cancellation
This agreement may be canceled by either party at any time. Upon cancellation by CAGBN, Consultant is entitled to payment for all services performed prior to cancellation. If canceled by the Contractor, the complete funding amount will be returned.

Failure to Perform
The contract provides an up-front lump sum payment for 50% of the services to be rendered, lump sum amount is specified in Appendix E. A second payment will be applied upon receipt of a progress report, due in November. If 30% of the certification goal is completed on schedule, the second 50% of funding, as specified in Appendix E, will be disbursed. Should the Consultant fail to perform all or a portion of the deliverables outlined in Appendix A on the schedule provided, Consultant will not receive the second 50% disbursement.

Entire Agreement; Waiver; Modification
This agreement, including Appendices A, B, and any subsequently added appendices, constitutes the entire agreement between the parties and outlines in full all of the responsibilities each party has to the other. No waiver or modification of its terms shall be valid or binding unless in writing and signed by the parties. The failure of any party to exercise any right or option given to it by this Agreement or to insist upon strict adherence to the terms of this Agreement shall not constitute a waiver of any terms or conditions of this Agreement with respect to any other or subsequent breach.

Miscellaneous
This Agreement shall be construed in accordance with the laws of California applicable to agreements made in California. Section headings used herein are inserted for convenience only and are not part of this Agreement.

_____	_____
Josephine Fleming	Signature of Authorized Program Official (Executive officer, or equivalent)
	Name: _____
Executive Director	Title: _____
California Green Business Network	Organization: _____
831-706-7384	Phone number: _____

Appendix A

Scope of Work and Compensation

Scope of Work

With the **funding amount specified in Appendix E**, the **Consultant** will support the certification of:

Jurisdiction Business Population	Jurisdiction Certification Goal
0-40,000	10+ New Certifications (if desired, 2 completed Efficiency Businesses = 1 Certified Business, 2 recertifications = 1 Certified Business)
40,000-100-000	20+ New Certifications (if desired, 2 completed Efficiency Businesses = 1 Certified Business, 2 recertifications = 1 Certified Business)
100,000+	30+ New Certifications (if desired, 2 completed Efficiency Businesses = 1 Certified Business, 2 recertifications = 1 Certified Business)

The Consultant, in collaboration with their program partners, agrees to certify this minimum number of new businesses based on their jurisdiction's business population, see Appendix D for the latest business populations. The **Consultant** will develop a work plan that must be submitted along with this agreement – funding is dependent on an approved work plan from CAGBN.

Half of the **funding amount in Appendix E** of this contract will be paid immediately upon the signature of this contract. Regardless of funding amounts, detailed expenses must be kept to track all costs for staff time, expenses and/or materials using the expense tracking forms. The total costs must add up to the total funding amount provided, or exceed it with matched funding. See details in Appendix B. To receive the second half of the funding, the report submitted on 10/31/20 must show 40% of the certification goal as having been completed.

Task	Funding Requirements
Collaborate with program partners to recruit businesses and assist businesses through the Green Business certification process in the **CITY OF CARLSBAD**.	1. Certify the minimum of businesses during the period specified. 2. Log business progress and metrics using the CAGBN Database, GreenBizTRACKER. 3. Report outcomes to CAGBN by **11/15/20** and 4/**15/21**. 4. Participate regularly on one or more committees of CAGBN.

Local Match Commitment and Reporting Requirements

See Appendix B.

Appendix B
Reporting and Deliverables

The **Consultant** shall provide two reports, the first on **November 15, 2020** and one final report due **April 15, 2021** reporting on the progress of meeting these deliverables on the following schedule:

Funding Requirement	Due Date	Deliverable
1. Work plan for the use of the funds must be detailed with milestones and dates.	**5/15/20**	Detailed Work Plan Document.
2. Certify required number of new businesses in your municipality.	**4/15/21**	Certify the number of new Green Businesses as specified in Appendix D of this agreement.
3. Log business progress and metrics using the CAGBN Database GreenBizTracker	**Ongoing**	Consultant will confirm utilization of GreenBizTracker and provide environmental outcomes in update reports.
4. Create a 1-2 page update report that includes: a. Status update on working with businesses in **your municipality**. b. Environmental outcomes of working with businesses. c. Obstacles.	**11/15/20**	1-2 page update report on status of grant implementation overall and on progress with business certification (give specific number of certifications thus far). Note: Show 30%+ of certification target complete by this time to receive the second half of the funding.
5. Submit a 2-3 page final report that includes: a. Results of working with businesses in **your municipality**. b. Environmental outcomes of working with businesses. c. Success stories and at least 5 testimonials. d. Recommendations on how to proliferate GB certifications in all parts of CA, and especially in DACs.	**4/15/21**	2-3 page final report on success of the grant implementation.

Reports shall include digital versions of marketing collateral and links to online collateral. These images and links shall be provided electronically to the CAGBN Executive Director, Josephine Fleming at jofleming@environmentalin.com and cc'd to CAGBN's Funding Administrator Shawn Orgel-Olson at sorgelolson@environmentalin.com.

Cost and Expense Tracking
Consultant shall utilize the attached "Expense Documentation", on the following page, to document eligible expenses related to the scope not to exceed the contract amount stated herein. Travel expenses are not eligible for this contract.

Expense Documentation Instructions:

Each of the existing forty (40) local green business programs will receive a funding amount specified in Appendix E to accelerate the rate at which they are able to serve businesses through onsite technical assistance and by linking business owners/managers to available rebates and resources. Each existing program shall certify at least ten (10) new businesses, more for larger jurisdictions (detailed above and in Appendix D).

Consultant will receive up to **the funding amount in Appendix E** for expenses related to this scope.

Expenses that are reimbursable may include but are not limited to:

1. Staff and/or consultant time to assist and track businesses through the program.
2. Marketing efforts to attract and promote certified green businesses.
3. Business rebates for or material purchases required to meet green business standards.
4. Material and venue expenses for events such as Green Business Academies and/or recruitment events.

*Please note that travel expenses are not eligible for reimbursement with this funding.

Consultant is also committing to **the funding amount in Appendix E**, or more, in in-kind match expense for the scope noted above.

Please list the items or services that were a cost or expense on the form provided, and include receipts. Email the completed form and receipts along with the required reports in pdf format to sorgelolson@environmentalin.com and jofleming@environmentalin.com.

Consultant must ensure that the funding is used only for eligible expenses in the not-to-exceed amount of the sum listed in Appendix E. This will take place after the match documentation is received. Beginning **May 1, 2020** and through **April 15, 2021** Consultant shall submit forms for expenses and anything above the funding amount specified in Appendix E will be tracked as a match contribution.

This Expense Documentation will be provided during the Progress Report (due November 15, 2020) and the Final Report (due April 15, 2021).

Expense Documentation
California Green Business Programs

(DATE)

Name:
Green Business Program:
Address:
Telephone Number:
Email:

Submit during reporting periods in pdf format to:
sorgelolson@environmentalin.com and jofleming@environmentalin.com
California Green Business Network
901 Center Street
Santa Cruz, CA 95060
(831) 706-7384

Date	Description	Hourly Rate/Cost	Quantity	Total
	Total Expenses			

Program Match Documentation

Consultant shall match the funding disbursement from this contract with additional funding from their municipality, partnering agencies or other sources. Consultant shall document the matched funding in the form below.

Matched Funding Form

Agency Providing Funding	Funding Amount	Task Funding Used For	Program Material Costs (Design and Production)
City of Carlsbad	**$33,900**	**Program administration**	**None**

*Report must include proper documentation of these costs (i.e., invoice from receiving organization or business, copy of the check, justification of cost-share, etc.)

NOTE: This sheet should follow the progress report.

Appendix C

A copy of the contract between the California Green Business Network and CalEPA is attached herein as Appendix C.

Consultant is required to ensure that all sub-awardee requirements are met in the delivery and completion of this contract.

See separate pdf document.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
18EPA020	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Environmental Protection Agency (CalEPA or State)

CONTRACTOR NAME
California Green Business Network (Contractor)

2. The term of this Agreement is:

START DATE
March 1, 2019

THROUGH END DATE
June 30, 2020

3. The maximum amount of this Agreement is:
$1,000,000.00 (One Million Dollars and No Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	14
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B	Attachment 1 - Contractor's Cost Sheet	1
Exhibit C *	General Terms and Conditions, GTC 04/2017	Online
Exhibit D	Special Terms and Conditions	4
Exhibit E	Quarterly Report Format	3
Exhibit F	Final Report Format	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)
California Green Business Network

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
901 Center Street	Santa Cruz	CA	60018

PRINTED NAME OF PERSON SIGNING	TITLE
Josephine Fleming	Executive Director

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
	2/5/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Environmental Protection Agency

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1001 I Street, 24th Floor	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Eric Jarvis	Assistant Secratary

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
	2/7/19

ORIGINAL

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
18EPA020	

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

DPR

APPROVED

FEB 14 2019

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

EXEMPTION, IF APPLICABLE

EXHIBIT A
SCOPE OF WORK

A. BACKGROUND

The mission of the California Green Business Network (CAGBN) is to lead the State and nation in developing a healthy green economy with small and medium-sized business partners (SMBs). Led by a coalition of State, local and non-governmental organizations (NGOs), CAGBN achieves its mission by providing technical assistance in best environmental management practices for businesses and recognizing and promoting SMBs that meet the environmental and human health standards set by the CAGBN. The CAGBN brand is recognizable Statewide; and understood, respected, and trusted by consumers and businesses.

The CAGBN is a non-profit organization that oversees thirty-four (34) programs operated by Chambers of Commerce, cities, and counties throughout California. These programs provide support and assistance to help certify SMBs that voluntarily adopt environmentally preferable business practices. These practices include increased energy efficiency, reduced greenhouse gas emissions, water conservation and waste reduction.

In order to reach SMBs in communities that bear a disproportionate share of environmental challenges, at least 25% of the funding proposed will be used in disadvantaged communities (DAC).

The Green Business Program (GBP) delivers assistance for sustainable business practices, strengthens the green marketplace, and tracks measurable outcomes using State and federally endorsed calculators. The program has worked closely with the California Air Resources Board (CARB) on metrics and has partnered on federal grant opportunities to successfully launch programs in DACs.

If successful in certifying 40,000 businesses, eventually the State could expect to see over 10 million metric tons in greenhouse gas emission reduction, 1.6 billion gallons of water conserved, and $390 million in estimated utility savings for businesses. This funding will allow the program to continue to grow and work towards achieving these long-term goals.

Since its inception in the San Francisco Bay Area, the CAGBN has grown into a network of 34 programs serving 50% of the population of California. The network model was adopted and formalized as the California Green Business Network in 2011 Assembly Bill (AB) 913 (Feuer). Following this formalization, the CAGBN developed a strategic vision to serve 40,000 California SMBs by 2040 and CAGBN became a 501.c.3 not for profit organization. In 2017, Assembly Member Al Muratsuchi collected signatures for a legislative budget funding request. This request was approved legislatively and provided a $1 million annual funding allocation for the purposes of continuing the California Green Business Program, established within the California Environmental Protection Agency's budget.

B. SCOPE OF WORK

This Scope of Work includes tasks that reflect an investment in what works for GBPs up to this point. The purpose of this work is to:

1. Accelerate the success of the program and the environmental outcomes.

2. Level the playing field for regions that have historically been left out of environmental initiatives that also suffer levels of poverty and pollution that are detrimental to their business economy.

3. Tell the story of green business through marketing and branding to spark the GBP and ensure the program flourishes.

EXHIBIT A
SCOPE OF WORK

Task 1: Existing Programs Local GBP Funding Accelerator

Each of the existing thirty-four (34) local green business programs will receive $10,000 to accelerate the rate at which they are able to serve businesses through onsite technical assistance and by linking business owners/managers to available rebates and resources. Each existing program shall certify at least ten (10) new businesses. Larger municipalities shall certify at least thirty (30) businesses and some will be able to reach up to fifty (50) certified businesses. Over 500 newly certified businesses are expected in a year. GBP staff are local, so they both know their business sector needs and can provide in-person assistance. GBP's also customize their programs to meet the needs and interests of their clients and introduce sustainability best practices through approaches that resonate in the communities they serve. Teaming locally based, expert program auditors with each business has proven successful in achieving environmental performance gains in the SMB setting. Pairing this one-on-one assistance with rebates and promotion of certified businesses allows SMBs to overcome the financial and staff resource barriers to improving organizational sustainability.

Existing programs can either enter a contract with CAGBN to accept the funding and provide progress reports or they can choose to enlist CAGBN to help with local marketing and/or program support, in which case CAGBN would provide those services directly.

In additional to providing each of the existing programs with $10,000 to accelerate their programs, at least nine (9) programs will be selected competitively for an additional $10,000 based on the following key attributes, in order of importance:

- The CalEnviroScreen status of the community as an indication of need (disadvantaged criteria)
- Expected environmental outcomes: # of businesses certified and greenhouse gas reductions
- Successful partnership with a known, local Community-based organization that is trusted and shares the culture/language of the community.
- Previous success as a Green Business Program

Prioritizing funding for disadvantaged communities in existing programs will help CAGBN meet the 25% DAC funding goal.

The program also links the resources of State level agencies with SMBs, which are too dispersed and numerous for State agencies to reach. The local GBP puts "boots on the ground", connecting the dots between State sustainability goals and the eco-efficiencies and pollution prevention practices that work for local businesses.

The Operational Process of Becoming Green:

The California Green Business Program recognizes businesses that comply with all environmental regulations and take additional steps to conserve natural resources and prevent pollution. To become a certified Green Business:

1. Businesses enroll at www.greenbusinessca.org or .eco.

2. Each business completes an online checklist of required and voluntary measures and implement necessary measures to prevent pollution and to conserve resources.

EXHIBIT A
SCOPE OF WORK

Audits and technical assistance to businesses are provided by local energy, water, waste utility staff, and/or green business staff who verify that candidates meet Program standards and link businesses to resources and rebates to achieve higher environmental performance.

3. Local Green Business Coordinators contact the appropriate environmental regulatory agencies to assure candidates' environmental regulatory compliance.

4. Coordinators collect sign offs from all audit and inspection partners to verify the implementation of selected measures.

5. After successful completion of the onsite audits, the business is officially recognized as a Green Business, receives rights to use the Green Business logo and other program materials for self-promotion, is promoted to the public via listing in the online, searchable statewide directory, and may receive other free promotions through their local program.

The participation of program experts for all audits is essential to the credibility and success of the GBP. A range of partners, including those from compliance, waste reduction, pollution prevention, energy efficiency and water conservation programs, have contributed rebates, funding and in-kind services to the GBP. Partners have included energy and water utilities, special districts, community colleges, nonprofit organizations, green job training programs, as well as local, regional, State and federal agencies.

The following is a list of eligible expenses:

a. Staff and/or consultant time to assist and track businesses through the program.

b. Marketing efforts to attract and promote certified green businesses.

c. Business rebates for purchases required to meet green business standards.

d. Material expenses for events such as Green Business Academies and/or recruitment events.

e. Recruitment and technical assistance partnerships with Community-based Organizations

Green Business Products:

CAGBN provides the following products for its funding partners:

1. A community embedded network of Green Business advocates educating business owners and their employees on the benefits and implementation of new green practices into their operations.

2. A network of Green Businesses as early adopters of new best management practices, upcoming environmental policies, and greener process materials.

3. Measurable improvement in environmental outcomes on a local, regional or Statewide scale.

EXHIBIT A
SCOPE OF WORK

4. A verified green marketplace to promote the green economy.
5. A trusted environmental certification/recognition brand for small/medium sized businesses
6. Green job creation and career development opportunities.
7. A beneficial and positive relationship between business and government.
8. Communication among multiple local, regional and State agencies with conservation or compliance goals.
9. Improvement in California business efficiency, resiliency and retention.

Boots on the Ground: In general, State and regional level agencies do not implement programs at the local level and have limited resources to work with individual businesses. The CAGBN, with its local network of partners and businesses, does have that ability. For example, DTSC funded research and generated material for educating various industries on pollution prevention and less toxic product use. The CAGBN, in turn, has served as the vehicle for disseminating and explaining these environmentally friendlier alternatives. As an added benefit in this cycle, businesses typically transfer their new knowledge of green practices to employees, clients and the community. Employees also take the knowledge home with them and to their next workplace.

Network of Green Businesses: Businesses in our programs are drivers of positive environmental change. Green Businesses are early adopters of green technologies, policies and practices. For example, they were among the first in California to retrofit lighting to light emitting diodes (LEDs), the first to use aqueous rather than petroleum-based parts washers, and the first to switch to ultralow flush toilets. This unique industry community, supported by the CAGBN and key partners, has become a system for information sharing among SMBs.

Environmental Outcomes: The CAGBN measures the results of program activities, which can be reported to local city councils, and boards of supervisors, State agencies such as the State Water Resources Board and its regional boards, the California Air Resources Board and its local Air Districts, the California Public Utilities. Task 1 will be a major contributor to the expected environmental outcomes. See Task 7 Reporting, for specific environmental outcomes that are tracked, and the graphic below.

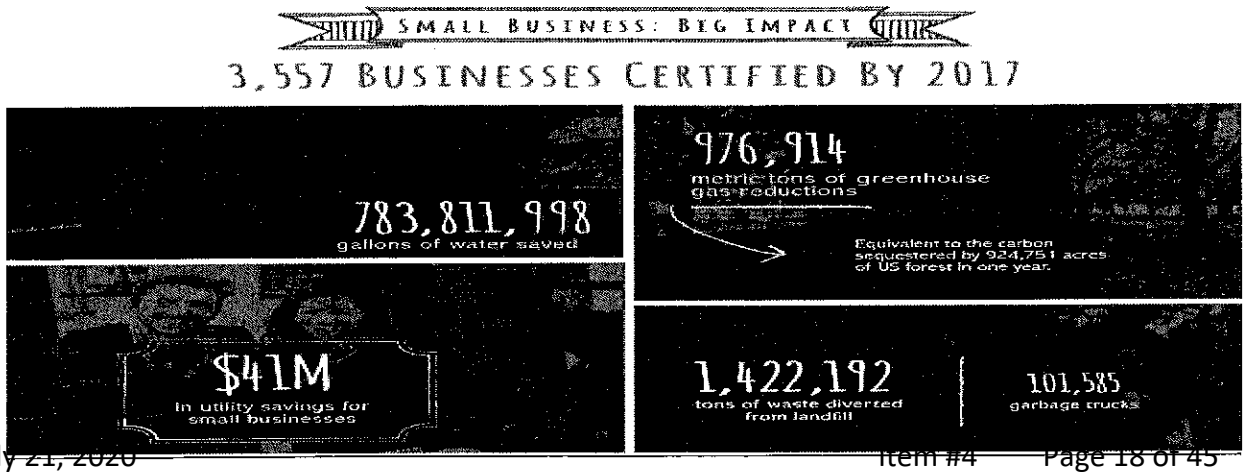


EXHIBIT A
SCOPE OF WORK

Task 1 Deliverables: CAGBN shall develop and execute agreements with each of the existing thirty-four (34) local green business programs and at least 9 of those programs that have DACs will receive additional funding. CAGBN shall provide the executed agreements to CalEPA as documentation of CAGBN's agreement with each program. If any of the programs do not wish to accept the funding, more DAC communities will be selected for additional funding.

Task 2: Business Rebates

In pilot programs where business rebates were offered to applicant Green Businesses, the success rate of follow-through to certification jumped from approximately 40% to 90%. Additionally, businesses that originally enrolled at the Participant level only were able complete the full Certification level with the help of a rebate. CAGBN will offer 150 businesses a $500 rebate for costs incurred in the process of meeting Green Business Program standards. The rebates would be offered on a first come, first served basis and would be meant to supplement existing rebates from local utilities and agencies, not replace them. Examples of eligible rebates are as follows:

- Staff time to complete the certification checklist
- Extra cost of post-consumer recycled content products
- Extra cost of environmentally preferable products, such as janitorial products, no to low volatile organic compound (VOC) products
- Costs over existing local rebates for water and energy conserving fixtures such as LED lights, programmable thermostats, LED exit signs, low-flow toilets, shower heads and faucet aerators
- Equipment that assists with greener technologies and chemistries, such as aqueous parts washers or digital processing equipment to replace chemical processing.

Task 2: Deliverables: Contractor will provide CalEPA with receipts and timesheets as well as proof of payment of rebate to the businesses.

Task 3: New Program Start-up

Contractor will start up five (5) new Green Business Programs in regions where they don't currently exist (or are note comprehensive) with a focus on disadvantaged communities. Each new program will be given $30,000 to get started with the following eligible expenses:

1. Staff and/or consultant time to assist and track businesses through the program.

2. Marketing efforts to attract and promote certified green businesses.

3. Business rebates for purchases required to meet green business standards.

4. Material expenses for events such as Green Business Academies and/or recruitment events.

5. Staff time from a community-based organization, such as a chamber of commerce, business incubator or small business assistance program to assist in business recruitment, language assistance and technical assistance.

Community-based organizations have proven to be valuable tool to be able to effectively work with businesses in disadvantaged communities. The new communities will choose the most effective use of their funding distribution among the eligible expenses. CAGBN will guide these new programs toward success, providing mentorship and assisting with training and stakeholder

EXHIBIT A
SCOPE OF WORK

building to ensure success. So far, the regions that have expressed interest in starting new programs are:

- Stanislaus County
- Tulare County
- Humboldt County
- Kern County
- Sacramento County
- Santa Ana
- Irvine
- Lancaster

CAGBN has received interest from businesses in regions that do not currently have programs. Based on that interest, CAGBN will also recruit possible new programs in the following regions:

- Los Angeles County
- San Bernardino County
- Placer County

Task 3 Deliverables: CAGBN shall develop and execute agreements with each of the five (5) new local green business programs. CAGBN shall provide the executed agreements to CalEPA as documentation of CAGBN's agreement with each program.

Task 4: Marketing and Branding

Marketing and branding the California Green Business Program has two goals:

1. Recruit new businesses to enroll in the program.

2. Drive consumers to existing certified green businesses to increase the value of participation for businesses.

CAGBN has only just recently embarked on this with a new logo/brand and web platform. These were key items needed before CAGBN could launch a campaign to help us ***"Tell the Story".*** The first year of marketing with the new statewide logo/brand and web platform increased enrollment in the program by over 225% and helped us exceed our goals. Continuing a marketing campaign will help drive consumers to businesses so that the Green Business brand has value. This will result in more reward for the businesses and more businesses enrolling in the program. When surveyed, most businesses wanted additional marketing to educate consumers about what it means to be a certified Green Business. The Contractor shall accomplish the following:

a. Network Branding: maintain, share and distribute CAGBN branded materials to local programs and businesses. This includes a style guide, customized logos, example social media posts and business self-advertisements via an existing Promotional Toolkit.

b. Maintenance of a phone application for consumers to find green businesses and patronize them. Make improvements to an existing Green Business Directory Listing to have it be more web searchable and include more consumer recommendations such as yelp and google.

c. Continue to increase and more effectively promote CAGBN on social media on LinkedIn, Facebook, and Instagram. Currently, it is not effectively managed.

EXHIBIT A
SCOPE OF WORK

d. www.greenbusinessca.org website maintenance and updates.

e. Directing web traffic to our website through the use of search engine optimization with leveraged funding from a Google AdWords grant.

f. Member outreach and communication: e- newsletter, prompts for businesses that are stalling in the process, new and helpful resources.

g. Continue to implement marketing via key business outlets/business groups.

h. Oversee Marketing Committee.

i. CAGBN to continue to offer additional marketing benefits to the "Innovator Tier". Previously only consisted of one certification. CAGBN created the new "Innovator" tier with additional environmental outcomes, such as social equity, zero net energy and zero waste. This tier will need to offer additional marketing benefits to businesses that go above and beyond the green business standards.

Task 4 Deliverables: CAGBN shall provide CalEPA with a quarterly report detailing progress made on Task 4 goals with marketing statistics as detailed under Task 7, Reporting progress.

Task 5: Performance Standards

CAGBN will enlist a Climate Corp Fellow or other to assist with performance standards.

CAGBN currently offers sector specific standards for certification to over twenty (20) different sectors. Many of those checklists were initially developed decades ago and need constant updating to stay abreast of best environmental management practices. CAGBN is moving toward essential criteria used statewide; while allowing additional region-specific measures. Currently, the Office/Retail, Lodging, Restaurant, Municipal Operations, Breweries, Food Manufacturers, Auto Repair, Garment Cleaning, Carwash and Medical Facility checklist statewide standards have been updated and defined. Each sector needs an essential criteria checklist so that a Green Business in San Francisco (for example) is the same as a Green Business in Los Angeles. The Contractor shall accomplish the following: Update and Develop Statewide essential criteria for the next top ten existing sectors (at least ten (10) base checklists).

Task 5 Deliverables: CAGBN shall provide CalEPA with completed essential criteria checklists approved by CalEPA Project Manager for each statewide sector.

Task 6: GreenBizTRACKER Database Optimize and Maintain

The CAGBN has developed a sophisticated web-based database to provide an online application for businesses, allow coordinators to track businesses through the certification process and give the public a searchable business directory. This tool can be used on any browser or on any handheld device, and is utilized by private industry, government, and the public at large. The development of the database was funded by the State of California Department of Toxic Substance Control and several local Green Business Programs. It has been continually refined since first launch in 2009. Over the past eight years, over $800,000 has been spent on the system. Annual maintenance is estimated to cost at least $95,000 to keep the system up to date and meet the level of customization and training needed for each region. Additional customizations are necessary to accommodate a rapidly progressing industry of sustainability. As CAGBN and partners discover more community-based social marketing tactics that translate into action at businesses, these developments are added to the GreenBizTracker system.

EXHIBIT A
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Businesses use the tool to track environmental improvements that result from participating in the program, to track the steps needed to be certified, and to gain access to an environmental scorecard. The environmental scorecard tells a business how much greenhouse gases, water, kWh, and hazardous materials they have saved, solid waste they have diverted from the landfill and other key environmental outcomes from implementing Green Business measures. The metrics calculations and assumptions derive from known formulas also used by State and Federal environmental agencies. The CAGBN worked with these agencies to come up with consistent metrics.

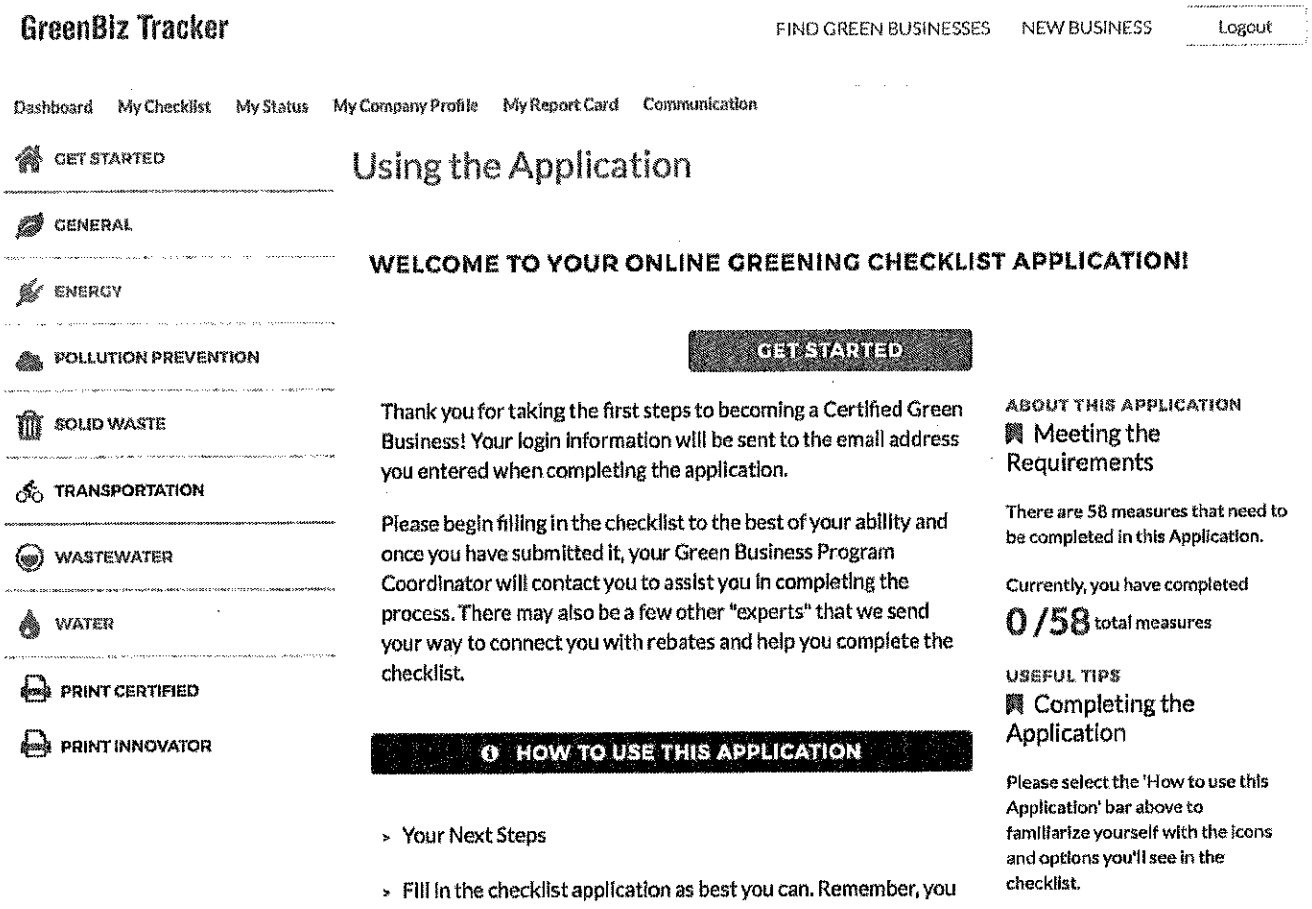
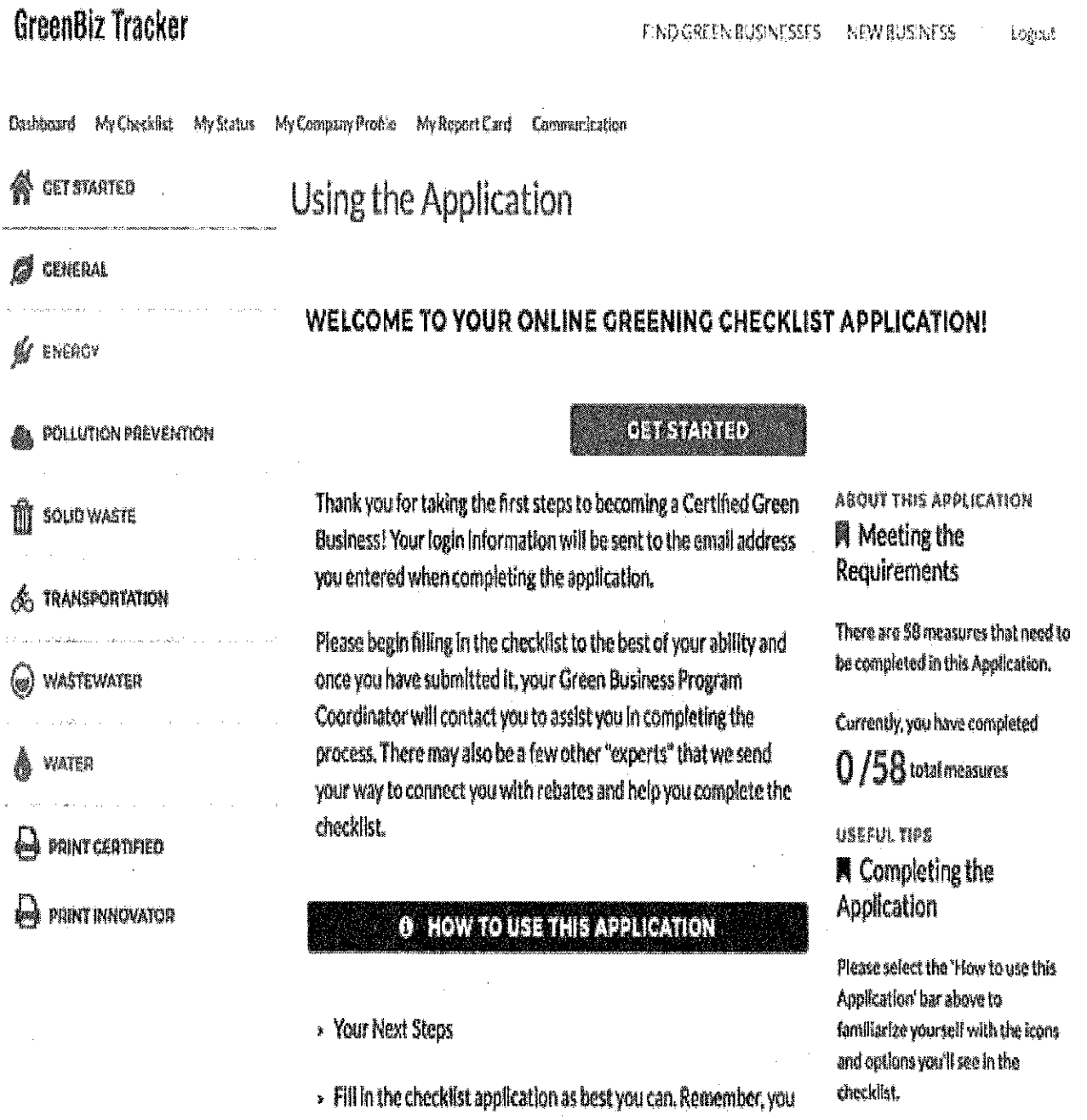
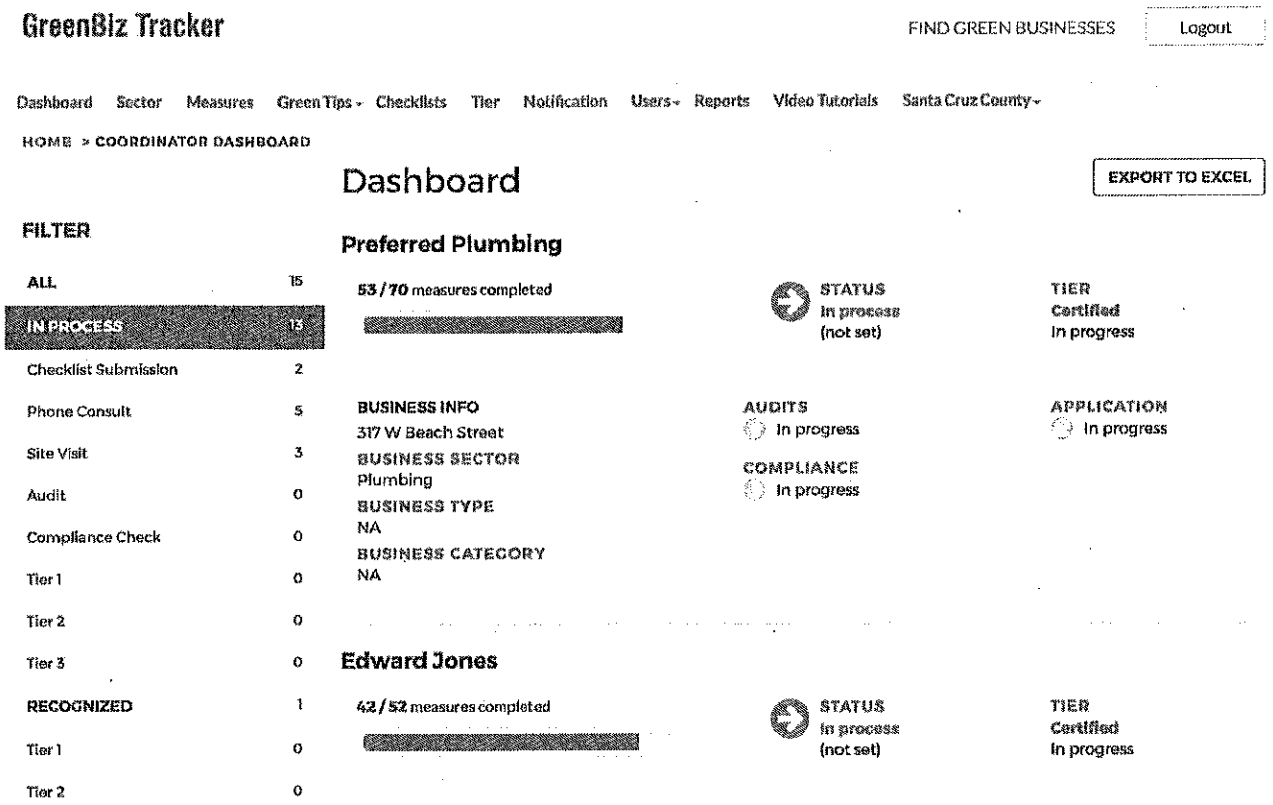


EXHIBIT A
SCOPE OF WORK

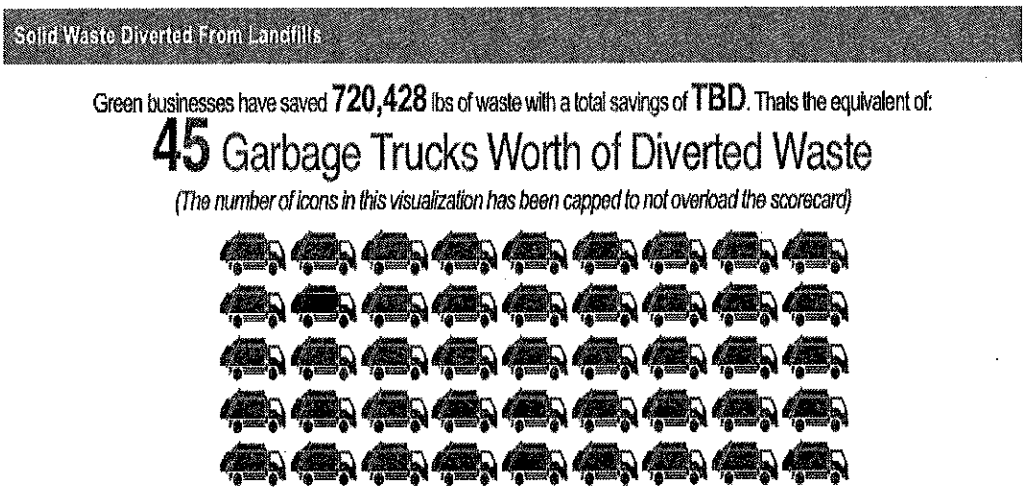


GBP Coordinators use the tool to create, share and customize sector-specific checklists for their City, County, or State, to track businesses through the audit and inspection process, to assign technical assistance experts/auditors to visit a business, and to eventually recognize that business.

EXHIBIT A
SCOPE OF WORK



City, County and State Governing Boards use the tool to aggregate environmental outcome data to demonstrate the value of the Program. In California, this data collection largely has been used to enhance Climate Action Planning efforts. As a result of the reports available from the database, GBP activities have been the cornerstone of many Climate Action Plans.



Consumers use the online directory tool to find and patronize Certified Green Businesses.

EXHIBIT A
SCOPE OF WORK

Category: Computers, Science & Technology

LiveOps, Inc.
LiveOps is the global leader in cloud contact center and customer service solutions. More than 300 companies around the world trust LiveOps' technology to enable effective multichannel, social and mobile interactions with their customers. With 10+ years of cloud experience, LiveOps is the partner of choice for migrating to the cloud. Headquartered in Redwood City, CA, LiveOps supports a range of industries like financial, healthcare, insurance, retail and high tech. Visit www.LiveOps.com

Read more

Category: Home & Building Maintenance

Lyngso Garden Materials
Garden supplies retailer to homeowners and contractors of living soil mixes, a huge variety of beautiful stone and sculptural boulders, compost tea, dozens of hardscape materials, ready-mix concrete, great customer service, deliveries, even rental dump trucks.

Read more

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Read more

The State of California previously assisted with funding the development of the database, and its operation and maintenance is paid for by the local cities, counties, and utilities in California that use it. It is also licensed by other States with Green Business Programs. Maintaining the system Statewide has become critical to the operation of local green business programs.

GreenBizTracker is the web-based platform created and owned by CAGBN to track businesses through the green business process while also collecting environmental metric outcomes. The system will be optimized and maintained to meet the growing demands within California and to expand throughout the State. New and updated metrics will be incorporated.

The following tasks will be completed:

1. Fees for servers, domains, SSL, and Backups.

2. Build in new metrics and performance standards.

EXHIBIT A
SCOPE OF WORK

3. Enhance Directory Listings to make them more searchable by web search engines and allow map based searches. Add extra fields for social media and yelp pages for businesses.

4. Enhance reporting to more readily track enrollment and certification changes over time.

5. Create a template for a local program website that can be replicated and used as an extension of greenbusinessca.org. For instance, for the San Francisco Green Business Program, their webpage could be found at greenbusinessca.org/sanfrancisco and their businesses would be highlighted.

6. Build a system to track and vote on system enhancement requests and/or bug/trouble shooting from logged in users.

7. Fix user interface problems relative to all fields keying off of the zip code entry. Some areas of California are not served and if so, those businesses and zip codes need to be captured so that we can focus on starting a program in those regions. Also, there is a need for City entry to key entry fields as well to avoid the user getting stuck in this area of enrollment.

8. Add an analytical report that would track the relevancy of measures so that elective measures that are never selected by businesses can be removed from checklists.

9. Enhance with more resources for businesses to be self-serve.

10. Technical support for users.

Task 6 Deliverables: CAGBN shall provide the CalEPA Project Manager with substantiated proof that the GreenBizTRACKER database software and website improvements and functionality have been performed. An updated report will be provided to the CalEPA Project Manager for comparison to the original baseline report as verification and inclusion in the Final Report. Screen shots of the enhancements will be provided as well as reports from the software update tracking system (JIRA) to show completed tasks.

Task 7: Reporting

Contractor shall provide quarterly reports to the CalEPA. A draft final report will be provided at least forty five (45) days prior to contract end date to the CalEPA Project Manager. The CalEPA Project Manager will review and provide feedback on draft Final report at least thirty (30) days prior to contract end date. CAGBN will provide the Final Report incorporating CalEPA comments and recommendations two (2) weeks prior to contract end date. The Final Report will be in the format provided in Exhibit F – Final Report Format. In the event that all goals are met prior to contract end date CAGBN will provide a final report in accordance with the above timeline with CalEPA Project Manager coordination and approval.

Task 7 Deliverables: Quarterly reports will be provided to the CalEPA detailing measurable outcomes toward the goals. Reports will be due June 15th, September 15th, 2019 and January 15th, and April 15th, 2020 in accordance with Exhibit - E Quarterly Report Format.

EXHIBIT A
SCOPE OF WORK

Each report will detail the following:

Green Business Statistics	**Quantity**	**Metric**
Funding of existing 34 programs completed		Percent
Funding of 10 Disadvantaged Communities completed		Percent
Provided rebates to at least 150 businesses		Percent
New Program startups (5)		Percent
Businesses certified during the quarter		Number
Increase in enrollment		Percent
Increase in certification		Percent
New sectors added		Number
Statewide Performance Standards finished		Number
New metrics added		Number
% to 500 new certified businesses		Percent

Marketing Statistics		
Google adwords conversions (60)		Number
Google analytics website visitors on Homepage (9000)		Number
Google analytics website visitors on enrollment page (1500)		Number
Google analytics website visitors on Directory Listing (3000)		Number
Phone application use numbers (300)		Number
Social media followers increase across platforms		Number
Marketing and Branding program		Percent
Website maintenance and updates		Percent
Performance Standards and Checklists	**Quantity**	**Metric**
Development of essential criteria for top existing sectors (10)		Percent
Out of date checklist updates (5)		Percent
Development of criteria for (2) new sectors		Percent
GreenBizTRACKER Database Optimize and Maintain	**Quantity**	**Metric**
Fees for servers, domains, SSL, and Backups.		Percent
Build in new metrics and performance standards		Percent
Enhance metric reports		Percent
Enhance with new efficiencies		Percent
Enhance with more resources for businesses to be self-serve		Percent
Technical support for users		Percent

EXHIBIT A
SCOPE OF WORK

Environmental Statistics	Quantity	Metric
GHG Emissions Saved		Tons
Solid Waste Diverted from Landfill		Pounds
Energy Saved		kWh
Water Saved		Gallons
Hazardous Waste Reduced		Gallons
Mercury Reduced		Milligrams
Fuel Saved		Gallons
Grease Recycled		Gallons
Air Pollution: VOC Reduced		Pounds
Hazardous Waste Reduced		Pounds

C. EXPECTED OUTCOMES

Extrapolating past data from GreenBizTRACKER on a per business average, we anticipate the following additional environmental outcomes as a result of our efforts:

	3068 Businesses in December 2018 (annual savings)	Avg per business savings*	Add 1000 Businesses (estimated savings)
GHG Emissions Saved (tons)	111,750	41.4	41,404
Solid Waste Diverted from Landfill (lbs)	65,938,304	12.2	12,215
Energy Saved kWh	49,684,977	18408.7	18,408,661
Water Saved (gallons)	64,175,806	23,777.6	23,777,623
Hazardous Waste Reduced (gals)	26,332	9.8	9756
Mercury Reduced (mgs)	9118	3.4	3378
Fuel Saved (gallons)	4454	1.6	1650
Grease Recycled (gallons)	178	0.1	66
Air Pollution: VOC Reduced (lbs)	451	0.2	167
Therms Saved	6,298,860	2333.8	23,333,775

*2,669 of the total 3068 businesses entered data.

D. CONTRACT REPRESENTATIVES

Project Managers during the term of this Agreement shall be:

Agency: California Environmental Protection Agency	Contractor: California Green Business Network
Division: Office of the Secratary	Unit: n/a
Attention: Ashlyne Poston	Attention: Josephine Fleming
Address: 1001 I Street Sacramento, CA 95814	Address: 901 Center Street Santa Cruz, CA 60018
Phone: (916) 323-2345	Phone: (831) 706-7384
Email: ashlyne.poston@calepa.ca.gov	Email: jofleming@environmentalin.com

Direct all inquiries to the Project Managers.The parties may change their Contract Representative(s) upon providing ten (10) days written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, upon receipt and approval of an invoice(s), for each completed task, the State agrees to compensate the Contractor for costs specified in Exhibit B, Attachment 1 - Contractor's Cost Sheet.

2. To be approved the invoice must include a quarterly invoice report of the work performed up until that point, with the same level of detail described in the Exhibit B, Attachment 1 - Contractor Cost Sheet, for each task. Further, the invoice must be easily comparable by CalEPA staff to the Budget contained herein. Payment will be made upon approval of the quarterly reports.

3. Contractor shall submit one (1) original and one (1) copy of each invoice. Invoices must include the Agreement Number and must be submitted not more frequently than quarterly in arrears to:

California Environmental Protection Agency
c/o California Air Resources Board
Accounting Section
P.O. Box 1436
Sacramento, California 95812

B. PROGRESS PAYMENTS

Progress payments are permitted for work performed under this contract. Ten percent (10%) shall be withheld after ninety percent (90%) of the agreement has been compensated. Final 10% shall be reimbursed upon all work completed. Pending completion of the contract, and receipt and acceptance by the State Project Representative of any final reports required under the contract. A final invoice must be submitted for the final ten percent (10%).

C. BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. TRAVEL AND PER DIEM

There shall be no reimbursement for travel or per diem.

EXHIBIT B, ATTACHMENT 1
CONTRACTOR'S COST SHEET

Task	Task Description	Cost
1	Subcontract with 34 existing programs ($10k each)	$340,000
	Disadvantaged Community Support (9 at $10k each)	$90,000
	Subtotal Task 1	**$430,000**
2	Business Rebates 150 @ up to $500 each	$75,000
	Subtotal Task 2	**$75,000**
3	Develop selection criteria for new programs	$200
	Solicit new programs to complete questionnaire and receive them	$400
	Rate and select 5 new programs by committee (CAGBN Board)	$400
	Subcontract with new programs ($30k each)	$150,000
	Management, mentorship, stakeholders, training and set up	$45,000
	Subtotal Task 3	**$196,000**
4	Network Branding	$4,000
	Phone App and Directory Listing Improvements and Maintenance	$6,000
	Social media presence	$6,000
	Website maintenance	$5,000
	Google AdWords/SEO Optimization	$12,000
	E-Communications	$6,000
	Key Business Outlets	$8,000
	Leverage "Innovator" tier	$5,000
	Subtotal Task 4	**$52,000**
5	Create essential criteria in the next top 10 utilized sectors	$27,000
	Update existing sectors that are most out of date	$20,000
	Subtotal Task 5	**$47,000**
6	Build in new metrics and performance standards	$30,000
	Enhance Directory Listings to be more publicly searchable, social media links and map based	$30,000
	Enhance with new efficiencies: template websites for local Green Business Programs, tracking and voting of system enhancement requests, UI problem fix on zip code entry problem, analytical reporting on measures to assess implementation and importance of measures, and provide technical support to all California users.	$50,000
	Enhance with more resources for businesses to be self-serve.	$30,000
	Subtotal Task 6	**$140,000**
7	Produce Quarterly Reports	$20,000
	Produce a Final Report	$20,000
	Administrative	$20,000
	Subtotal Task 7	**$60,000**
	Grand Total (Tasks 1-7)	**$1,000,000**

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

A. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

B. Settlement of Disputes

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CalEPA within ten (10) days of discovery of the problem. Within ten (10) days, CalEPA shall meet with the Contractor and Project Manager for purposes of resolving the dispute.

2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.

3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

4. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

C. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

D. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

E. Termination

1. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.

2. In the case of early termination, Contractor shall submit one (1) original and one (1) copy of the invoice covering services to termination date, following the invoice requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

F. Amendments

1. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. CalEPA reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

G. Insurance Requirements

1. Commercial General Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

   California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

   This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

   In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractors shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

2. Automobile Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The policy must include:

   California Environmental Protection Agency/Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

3. Workers' Compensation and Employers' Liability

   Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of $1,000,000 are required. The policy must include:

   When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

   a. Coverage Term: Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.

   b. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide to the State within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

   c. Deductible: Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

   d. Primary Clause: Any required insurance contained in the Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

   e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

   f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

   g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

H. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

I. Registration With State and Local Jurisdictions

All business entities doing business within the State must be registered with the appropriate State and local jurisdictions and maintain applicable licenses as required by law. All businesses who do not possess active licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CalEPA.

J. Tax Delinquencies

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If CalEPA determines that the Contractor or any of its subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the contract.

EXHIBIT E
QUARTERLY REPORT FORMAT

Project Title:	
Contractor:	
Contract Number:	
Date Submitted:	

Progress Made During Latest Current Reporting Period:
Scheduled Activities By Task:
Issues Or Problems Encountered:

EXHIBIT E
QUARTERLY REPORT FORMAT

Statistics		
Green Business Statistics	**Quantity**	**Metric**
Funding of existing 34 programs completed		Percent
Funding of 10 Disadvantaged Communities completed		Percent
Provided rebates to at least 150 businesses		Percent
New Program startups (5)		Percent
Businesses certified during the quarter		Number
Increase in enrollment		Percent
Increase in certification		Percent
New sectors added		Number
Statewide Performance Standards finished		Number
New metrics added		Number
% to 500 new certified businesses		Percent

Marketing Statistics		
Google adwords conversions (60)		Number
Google analytics website visitors on Homepage (9000)		Number
Google analytics website visitors on enrollment page (1500)		Number
Google analytics website visitors on Directory Listing (3000)		Number
Phone application use numbers (300)		Number
Social media followers increase across platforms		Number
Marketing and Branding program		Percent
Website maintenance and updates		Percent
Performance Standards and Checklists	**Quantity**	**Metric**
Development of essential criteria for top existing sectors (10)		Percent
Out of date checklist updates (5)		Percent
Development of criteria for (2) new sectors		Percent
GreenBizTRACKER Database Optimize and Maintain	**Quantity**	**Metric**
Fees for servers, domains, SSL, and Backups.		Percent
Build in new metrics and performance standards		Percent
Enhance metric reports		Percent
Enhance with new efficiencies		Percent
Enhance with more resources for businesses to be self-serve		Percent
Technical support for users		Percent

EXHIBIT E
QUARTERLY REPORT FORMAT

Environmental Statistics	**Quantity**	**Metric**
GHG Emissions Saved		Tons
Solid Waste Diverted from Landfill		Pounds
Energy Saved		kWh
Water Saved		Gallons
Hazardous Waste Reduced		Gallons
Mercury Reduced		Milligrams
Fuel Saved		Gallons
Grease Recycled		Gallons
Air Pollution: VOC Reduced		Pounds
Hazardous Waste Reduced		Pounds

EXHIBIT E
QUARTERLY REPORT FORMAT

GreenBizTRACKER Database Optimize and Maintain	**Quantity**	**Metric**
Fees for servers, domains, SSL, and Backups.		Percent
Build in new metrics and performance standards		Percent
Enhance metric reports		Percent
Enhance with new efficiencies		Percent
Enhance with more resources for businesses to be self-serve		Percent
Technical support for users		Percent
Environmental Statistics	**Quantity**	**Metric**
GHG Emissions Saved		Tons
Solid Waste Diverted from Landfill		Pounds
Energy Saved		kWh
Water Saved		Gallons
Hazardous Waste Reduced		Gallons
Mercury Reduced		Milligrams
Fuel Saved		Gallons
Grease Recycled		Gallons
Air Pollution: VOC Reduced		Pounds
Hazardous Waste Reduced		Pounds

EXHIBIT F
FINAL REPORT FORMAT

The Report is a record of the project and its results, and is used in several ways. Therefore, the Report must be well organized and contain certain specific information. The CalEPA reviews all draft Final Reports, paying special attention to the Abstract and Executive Summary. If the CalEPA finds that the Report does not fulfill the requirements stated in this Appendix, the document will not be approved for release, and final payment for the work completed may be withheld. This Appendix outlines the requirements that must be met when producing the Report. A draft report will be compiled and CalEPA will have two weeks to provide feedback, then CAGBN will have a further two weeks to edit, for a month total.

Note: In partial fulfillment of the Final Report requirements, the Contractor shall submit a copy of the Report on a CD in PDF format and in a word-processing format, preferably in Word - Version 6.0 or later. This is in addition to the submission of any paper copies required. The diskette shall be clearly labeled with the Agreement title, CalEPA Agreement number, the words "Final Report," and the date the report was submitted.

Legibility. Each page of the approved Final Report must be legible and camera-ready.

Binding. The draft Report, including its appendices, must be either spiral bound or stapled, depending on size. The revised Report and its appendices should be spiral bound, except for two (2) unbound, camera-ready originals.

Cover. Do not supply a cover for the Report. CalEPA will provide its standard cover.

One-sided vs. two-sided. To conserve paper, both the draft Report and the revised Report, except for the unbound camera-ready copies, should be printed on both sides of the page. The unbound camera-ready copies must be printed on only one (1) side of the page.

Title. The title of the Report should exactly duplicate the title of the Agreement unless a change is approved in writing by the contract manager.

Spacing. In order to conserve paper, copying costs, and postage, please use single or one (1)-line spacing.

Page size. All pages should be of standard size (8 ½" x 11") to allow for photo-reproduction.

Large tables or figures. Foldout or photo-reduced tables or figures are not acceptable because they cannot be readily reproduced. Large tables and figures should be presented on consecutive 8 ½" x 11" pages, each page containing one portion of the larger chart.

Color. Color presentations are not acceptable; printing shall be black on white only.

Corporate identification. Do not include corporate identification on any page of the Final Report, except the title page.

Unit notation. Measurements in the Reports should be expressed in metric units. However, for the convenience of engineers and other scientists accustomed to using the British system, values may be given in British units as well in parentheses after the value in metric units. The expression of measurements in both systems is especially encouraged for engineering reports.

EXHIBIT F
FINAL REPORT FORMAT

Section order. The Report should contain the following sections, in the order listed below:

Title page
Disclaimer
Acknowledgment
Table of Contents
List of Figures
List of Tables
Abstract
Executive Summary
Body of Report
References
List of inventions reported and copyrighted materials produced
Glossary of Terms, Abbreviations, and Symbols
Appendices

Page numbering. Beginning with the body of the Report, pages shall be numbered consecutively beginning with "1," including all appendices and attachments. Pages preceding the body of the Report shall be numbered consecutively, in ascending order, with small Roman numerals.

Title page. The title page should include, at a minimum, the Agreement number, Agreement title, name of the principal investigator, contractor organization, date, and this statement: "Prepared for the California Air Resources Board and the California Environmental Protection Agency."

Disclaimer. A page dedicated to this statement must follow the Title Page:

The statements and conclusions in this Report are those of the contractor and not necessarily those of the California Air Resources Board. The mention of commercial products, their source, or their use in connection with material reported herein is not to be construed as actual or implied endorsement of such products.

Acknowledgment. Only this section should contain acknowledgments of key personnel and organizations who were associated with the project. The last paragraph of the acknowledgments must read as follows:

This Report was submitted in fulfillment of CalEPA 17EPA014 by California Green Business Network under the sponsorship of the California Environmental Protection Agency. Work was completed as of December 31, 2019.

Table of Contents. This should list all the sections, chapters, and appendices, together with their page numbers. Check for completeness and correct reference to pages in the Report.

List of Figures. This list is optional if there are fewer than five (5) illustrations.

List of Tables. This list is optional if there are fewer than five (5) tables.

Abstract. The abstract should tell the reader, in nontechnical terms, the purpose and scope of the work undertaken, describe the work performed, and present the results obtained and conclusions. The purpose of the abstract is to provide the reader with useful information and a means of determining whether the complete document should be obtained for study. The length of the abstract should be no more than about 200 words. Only those concepts that are addressed in the executive summary should be included in the abstract.

EXHIBIT F
FINAL REPORT FORMAT

Example of an abstract:

A recently developed ground-based instrument, employing light detecting and ranging (lidar) technology, was evaluated and found to accurately measure ozone concentrations at altitudes of up to 3,000 meters. The novel approach used in this study provides true vertical distributions of ozone concentrations aloft and better temporal coverage of these distributions than other, more common methods, such as those using aircraft and ozonesonde (balloon) techniques. The ozone and aerosol measurements from this study, in conjunction with temperature and wind measurements, will provide a better characterization of atmospheric conditions aloft and the processes involved in the formation of unhealthful ozone concentrations than can be achieved with traditional ground-based monitors.

Executive Summary. The function of the executive summary is to inform the reader about the important aspects of the work that was done, permitting the reader to understand the research without reading the entire Report. It should state the objectives of the research and briefly describe the experimental methodology(ies) used, results, conclusions, and recommendations for further study. All of the concepts brought out in the abstract should be expanded upon in the Executive Summary. Conversely, the Executive Summary should not contain concepts that are not expanded upon in the body of the Report.

The Executive Summary will be used in several applications as written; therefore, please observe the style considerations discussed below.

Limit the Executive Summary to two (2) pages, single spaced.

Use narrative form. Use a style and vocabulary level comparable to that in Scientific American or the New York Times.

Do not list agreement tasks in lieu of discussing the methodology.

Discuss the results rather than listing them.

Avoid jargon.

Define technical terms.

Use passive voice if active voice is awkward.

Avoid the temptation to lump separate topics together in one sentence to cut down on length.

The Executive Summary should contain four (4) sections: Background, Methods, Results, and Conclusions, described below:

THE BACKGROUND SECTION. For the Background, provide a one (1)-paragraph discussion of the reasons the research was needed. Relate the research to the Board's regulatory functions, such as establishing ambient air quality standards for the protection of human health, crops, and ecosystems; the improvement and updating of emissions inventories; and the development of air pollution control strategies.

EXHIBIT F
FINAL REPORT FORMAT

THE METHODS SECTION. At the beginning of the Methods section, state what was done in general, in one (1) or two (2) sentences.

The methodology should be described in general, nontechnical terms, unless the purpose of the research was to develop a new methodology or demonstrate a new apparatus or technique. Even in those cases, technical aspects of the methodology should be kept to the minimum necessary for understanding the project. Use terminology with which the reader is likely to be familiar. If it is necessary to use technical terms, define them. Details, such as names of manufacturers and statistical analysis techniques, should be omitted. Specify when and where the study was performed, if it is important in interpreting the results.

The findings should not be mentioned in the Methods section.

THE RESULTS SECTION. The Results section should be a single paragraph in which the main findings are cited and their significance briefly discussed. The results should be presented as a narrative, not a list. This section must include a discussion of the implications of the work for the Board's relevant regulatory programs.

THE CONCLUSIONS SECTION. The Conclusions section should be a single short paragraph in which the results are related to the background, objectives, and methods. Again, this should be presented as a narrative rather than a list. Include a short discussion of recommendations for further study, adhering to the guidelines for the Recommendations section in the body of the Report.

BODY OF REPORT. The body of the Report should contain the details of the research, divided into the following sections:

INTRODUCTION. Clearly identify the scope and purpose of the project. Provide a general background of the project. Explicitly state the assumptions of the study.

Clearly describe the hypothesis or problem the research was designed to address. Discuss previous related work and provide a brief review of the relevant literature on the topic.

MATERIALS AND METHODS. Describe the various phases of the project, the theoretical approach to the solution of the problem being addressed, and limitations to the work. Describe the design and construction phases of the project, materials, equipment, instrumentation, and methodology. Describe quality assurance and quality control procedures used. Describe the experimental or evaluation phase of the project.

RESULTS. Present the results in an orderly and coherent sequence. Describe statistical procedures used and their assumptions. Discuss information presented in tables, figures and graphs. The titles and heading of tables, graphs, and figures, should be understandable without reference to the text. Include all necessary explanatory footnotes. Clearly indicate the measurement units used.

DISCUSSION. Interpret the data in the context of the original hypothesis or problem. Does the data support the hypothesis or provide solutions to the research problem? If appropriate, discuss how the results compare to data from similar or related studies. What are the implications of the findings? Identify innovations or development of new techniques or processes. If appropriate, discuss cost projections and economic analyses.

EXHIBIT F
FINAL REPORT FORMAT

SUMMARY AND CONCLUSIONS. This is the most important part of the Report because it is the section that will probably be read most frequently. This section should begin with a clear, concise statement of what, why, and how the project was done. Major results and conclusions of the study should then be presented, using clear, concise statements. Make sure the conclusions reached are fully supported by the results of the study. Do not overstate or over interpret the results. It may be useful to itemize primary results and conclusions. A simple table or graph may be used to illustrate.

RECOMMENDATIONS. Use clear, concise statements to recommend (if appropriate) future research that is a reasonable progression of the study and can be supported by the results and discussion.

REFERENCES. Use a consistent style to fully cite work referenced throughout the Report and references to closely related work, background material, and publications that offer additional information on aspects of the work. Please list these together in a separate section, following the body of the Report. If the Report is lengthy, you may list the references at the end of each chapter.

LIST OF INVENTIONS REPORTED AND PUBLICATIONS PRODUCED. If any inventions have been reported, or publications or pending publications have been produced as a result of the project, the titles, authors, journals or magazines, and identifying numbers that will assist in locating such information should be included in this section.

GLOSSARY OF TERMS, ABBREVIATIONS, AND SYMBOLS. When more than five (5) of these items are used in the text of the Report, prepare a complete listing with explanations and definitions. It is expected that every abbreviation and symbol will be written out at its first appearance in the Report, with the abbreviation or symbol following in parentheses [i.e., carbon dioxide (CO_2)]. Symbols listed in table and figure legends need not be listed in the Glossary.

APPENDICES. Related or additional material that is too bulky or detailed to include within the discussion portion of the Report shall be placed in appendices. If a Report has only one (1) appendix, it should be entitled "APPENDIX." If a Report has more than one (1) appendix, each should be designated with a capital letter (APPENDIX A, APPENDIX B). If the appendices are too large for inclusion in the Report, they should be collated, following the binding requirements for the Report, as a separate document. The contract manager will determine whether appendices are to be included in the Report or treated separately. Page numbers of appendices included in the Report should continue the page numbering of the Report body. Pages of separated appendices should be numbered consecutively, beginning at "1."

Appendix D

Certified business requirements for each jurisdiction. These new certifications support CAGBN certifying 500 new businesses as required by the Cal EPA CAGBN contract and Scope of Work. Note: Due to COVID-19, these numbers are lower than in previous years.

Jurisdiction	Number of Businesses (recent census)	Number of New Certifications Required May 1 2020-April 15 2021 (2 Efficiency or Recertified Businesses = 1 Certified Business)
Alameda County	150,564	30
Carlsbad	14,896	10
Contra Costa County	93,083	20
Eastern Sierra - Mono County	1,750	10
Hawthorne (City of)	7,840	10
Hermosa Beach (City of)	3,612	10
Irvine (City of)	31,874	10
Laguna Beach (City of)	4,944	10
Long Beach (City of)	43,731	20
Manhattan Beach	6,059	10
Marin County	39,815	10
Monterey (City of)	3,866	10
Monterey County	30,151	10
Napa County	14,236	10
San Benito County	3,867	10
San Francisco	116,803	30
San Luis Obispo County	28,626	10
San Mateo County	75,507	20
Santa Barbara County	39,952	10
Santa Clara County	163,130	30
Santa Cruz County	29,325	10
Santa Cruz (City of)	7,542	10
Santa Monica (City of)	23,153	10
Solano County	25,724	10
Torrance (City of)	19,410	10
Ventura (City of)	11,799	10
Watsonville	3,147	10

Appendix E

Funding amounts 50% and 50% below.

Program	Disbursement 1	Disbursement 2
Alameda County	8632.96	8632.96
Carlsbad	7652.96	7652.96
Contra Costa County	8436.96	8436.96
Eastern Sierra - Mono County	8044.96	8044.96
Hawthorne (City of)	9596.88	9596.88
Hermosa Beach (City of)	7352.88	7352.88
Irvine (City of)	8828.96	8828.96
Laguna Beach (City of)	7760.88	7760.88
Manhattan Beach	9290.88	9290.88
Long Beach (City of)	8198.27	8198.27
Marin County	7750.96	7750.96
Monterey County	8882.88	8882.88
Monterey (City of)	6638.88	6638.88
Napa County	8598.27	8598.27
San Benito County	9024.96	9024.96
San Francisco	8142.96	8142.96
San Luis Obispo County	8926.96	8926.96
Santa Barbara County	8525.88	8525.88
San Mateo County	7398.27	7398.27
Santa Clara County	7946.96	7946.96
Santa Cruz County	8066.88	8066.88
Santa Cruz (City of)	7898.27	7898.27
Santa Monica (City of)	8998.27	8998.27
Solano County	7898.27	7898.27
Torrance (City of)	8678.88	8678.88
Ventura (City of)	8534.96	8534.96
Watsonville	9290.88	9290.88

CITY COUNCIL
Staff Report

Meeting Date: July 21, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Faviola Medina, City Clerk Services Manager
faviola.medina@carlsbadca.gov, 760-434-5989

Subject: Adoption of Ordinance No. CS-378 - Amendments to Carlsbad Municipal Code Chapter 10.44.280 to Decrease the Speed Limit on Avenida Encinas from Cannon Road to Palomar Airport Road to 35 Miles Per Hour

Recommended Action
Adopt Ordinance No. CS-378 amending Carlsbad Municipal Code Chapter 10.44.280 to decrease the speed limit on Avenida Encinas from Cannon Road to Palomar Airport Road to 35 miles per hour.

Executive Summary /Discussion
Ordinance No. CS-378 was introduced and first read at the City Council meeting held on July 14, 2020. On a motion by Mayor Pro Tem Blackburn, seconded by Council Member Bhat-Patel, the City Council voted 4-0 to introduce the ordinance. The second reading allows the City Council to adopt the ordinance, which will become effective thirty days after adoption.

Fiscal Analysis
The installation of two new 35 mph speed limit signs and removal of the two existing 40 mph signs will cost about $600. Sufficient funds are available in the streets maintenance operating budget to pay for the proposed installation.

Next Steps
The city clerk will have the ordinance, or a summary of the ordinance, published in a newspaper of general circulation within fifteen days following adoption of the ordinance.

Environmental Evaluation (CEQA)
This project is exempt from the California Environmental Quality Act under CEQA Guidelines Section 15301(c) – minor alteration of existing facilities including streets, sidewalks, gutters and similar facilities involving negligible or no expansion.

Public Notification and Outreach
Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours prior to scheduled meeting date.

Exhibits
1. Ordinance No. CS-378

ORDINANCE NO. CS-378

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AMENDING CARLSBAD MUNICIPAL CODE SECTION 10.44.280 TO DECREASE THE SPEED LIMIT ON AVENIDA ENCINAS FROM CANNON ROAD TO PALOMAR AIRPORT ROAD TO 35 MILES PER HOUR (MPH)

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, ordains as follows that:

1. Title 10, Chapter 10.44 of the Carlsbad Municipal Code is amended by revision of Section 10.44.280 to read as follows:

"10.44. Avenida Encinas

A. Upon Avenida Encinas from Carlsbad Boulevard to a point 3,000 feet northerly of Poinsettia Lane, the prima facie speed limit shall be 35 miles per hour.

B. Upon Avenida Encinas from a point 3,000 feet northerly of Poinsettia Lane to a point 3,500 feet southerly of Palomar Airport Road, the prima facie speed limit shall be 30 miles per hour.

C. Upon Avenida Encinas from a point 3,500 feet southerly of Palomar Airport Road to its intersection with Palomar Airport Road, the prima facie speed limit shall be 40 miles per hour.

D. Upon Avenida Encinas from Palomar Airport Road to its intersection with Cannon Road, the prima facie speed limit shall be 35 miles per hour."

EFFECTIVE DATE: This Ordinance shall be effective 30 days after its adoption; and the city clerk shall certify the adoption of this Ordinance and cause the full text of the Ordinance or a summary of the Ordinance prepared by the city attorney to be published at least once in a newspaper of general circulation in the City of Carlsbad within 15 days after its adoption.

INTRODUCED AND FIRST READ at a Regular Meeting of the City Council of the City of Carlsbad on the 14th day of July 2020, and thereafter

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the ____ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

APPROVED AS TO FORM AND LEGALITY:

_____

CELIA A. BREWER, City Attorney

_____

MATT HALL, Mayor

_____

BARBARA ENGLESON, City Clerk

(SEAL)

CITY COUNCIL
Staff Report

Meeting Date: July 21, 2020

To: Mayor and City Council

From: Scott Chadwick, City Manager

Staff Contact: Maria Callander, Information Technology Director
maria.callander@carlsbadca.gov, 760-602-2454

Joe Stephenson, Operations Manager
joe.stephenson@carlsbadca.gov, 760-602-2789

Subject: Purchase of a Unified Communication System

Recommended Action

Adopt a resolution authorizing the city manager, or a designee, to approve an agreement with Logicalis, Inc. to purchase a unified communication system, implementation services and associated items for a total not to exceed $1,223,302 for a three-year period.

Executive Summary

The City of Carlsbad's current telephone system, purchased in 1999, is well past its expected service life and does not offer commonly available telecommunications features needed for a modern workplace. Its age also puts it at risk of failing, which could impair the city's ability to deliver services. Staff recommends replacing it with a digital telephone system with features that would increase efficiency and flexibility. This new system would cost approximately $1,223,302 to purchase and set up with Logicalis. Associated costs for printing and signage in addition to contingency funds are estimated to be $232,330, for a total of $1,455,632 for the project. The funds were already appropriated during the fiscal year 2014-15 budget process.

The cost of this purchase was quoted from NASPO ValuePoint, a cooperative purchasing program for government agencies. Carlsbad Municipal Code Section 3.28.100, Cooperative Purchasing, gives the city purchasing officer the authority to join with other public or quasi-public agencies in cooperative purchasing plans or programs for the purchase of goods or services when determined by the purchasing officer to be in the city's best interest. The purchasing officer may buy directly from a vendor at a price established by another public agency when the other agency has made their purchase in a competitive manner. For this purchase, the agreement price was quoted from the NASPO ValuePoint Agreement #AR233 (14-19), Cisco Participating Addendum CA #7-14-70-04 contract.

Discussion

Background

The city bought its telephone system from NEC Business Systems for $680,000 in 1999. The voicemail component of the system was upgraded in 2007 for $80,000, and the hardware for additional sites was added a year later at a cost of $30,000.

In 2014, staff assessed the network at the time for its ability to support voice-over-internet protocol, commonly referred to as VoIP, a technology that uses a data network to transmit phone calls. This assessment found that the network at that time was not suitable. Replacement funds were appropriated as planning began for a network upgrade. The staff project to replace the current NEC phone system officially began in 2019.

Drawbacks with the current system

The current NEC telephones are desk-bound, that is, the city's phones and the system they run on are designed for people who are physically at their workstations to make and answer calls. Integration to mobile devices is not available. Work groups that need to operate call centers for efficient public service do not have the ability to automatically distribute calls or report on call center performance. For some city functions, for example, the utility billing team in Finance or at the Library reference desk, staff must be at a city office or facility to handle calls from the public.

The voicemail service used by the system is also dated and runs on a server that is far past its useful service life. The system also does not offer the ability to transcribe or email voicemail messages which means that all users must use a phone and dial a number to check their messages.

The system's age also presents a risk of failure that could impair the city's ability to deliver basic services. In fact, in March of this year, during the early stages of the pandemic response, a critical component of the system failed, and staff was unable to restore service at the Faraday Administration building. Only after calling on numerous vendors was staff able to find a device available for rent that would restore service. The system is still running using this rented device.

The telephone system's dated technology also limits how it can be adapted to meet the needs of today's workplace, particularly at a time when more staff are working remotely, a trend expected to continue. The current system only provides telephone services, as opposed to a modern unified communication system that can be readily connected to other digital business systems. It has served the city for more than two decades but is no longer an asset, as it cannot meet the city's current or anticipated future needs.

Proposed new system's benefits

The industry leader in providing modern communication technology for organizations like the City of Carlsbad is Cisco Systems, Inc. Staff, along with outside consultants, have studied the range of options – both in technology and the providers – and concluded Cisco would provide the best service and value to the city because this solution has the greatest assurance of having any and all potential features the city would need now, and into the future. The system and associated equipment are also familiar to staff because nearly all other network devices are

Cisco devices, which allows for consistent management experience. Lastly, the Cisco solution is very mature and is a platform that can be built upon easily into the future.

Currently, there are traditional phones on almost all staff desks. Since March 13, 2020, the city has successfully transitioned to remote work, creating the opportunity to rethink how we use technology to communicate and make some changes to how we approach this project. Staff re-evaluated the need for on-premise desk phones and were able to reduce the cost of this project by curtailing the widespread use of desktop phones. All of the city's approximately 1,100 desk phones would not be replaced with new desk phones. This new dynamic no longer demands that, particularly with the increase in remote work that has been accelerated by the current pandemic restrictions. The proposed new system design would not exceed 100 standard desk phones, with those to be primarily used by staff with specialized job functions that require a physical handset. The initial proposal staff received for this system was over $2.1 million, more than $860,000 than what is currently proposed.

The proposed system will also include conference room devices and specialty wireless phones used in spaces such as libraries and the Emergency Operations Center. Staff will be able to use their computers to make phone calls at their desks, instead of having to use traditional desk phones. Those who work remotely or have jobs that require them to be out around the city will be able to use city-provided mobile phones to connect to this system. Given today's smartphones, many staffers may prefer this, and it could make their workdays more efficient.

The proposed system offers additional capabilities that the city does not have with its current system. Because it is delivering information over a network rather than on traditional phone lines, users can make calls from their smartphones, computers or tablets. The system will be able to follow a user from one device to another. Voicemail can be integrated, not confined to landline numbers. And city departments will be able to set up call-center features to increase efficiency, so that calls coming into a central phone line for a specific city service can be routed to the appropriate staffer who is on duty and available, wherever they might be working.

The system can also be easily integrated into the new digital information network that the City Council approved on Dec. 17, 2019. That network will make the system easier to manage and provide better capability to guarantee call quality.

What the system would include

As noted above, staff has been working with a consultant to analyze the city's options to update or replace its telephone system. This consultant was contracted using a recently approved project management master services agreement approved by the City Council last year.

The purchase will include three types of phones: Basic desk phones, conference phones and wireless phones for use inside of city buildings.

The system also includes the software that will be used by most staff members to make calls on other devices, such as laptop and desktop computers and smart phones.

The proposal from Logicalis, an authorized reseller of Cisco Systems technologies, includes training for Information Technology Department staff as well as full classroom training for general users. Full implementation services will also be provided by Logicalis.

The system also offers other components that would make our communications system better suited for city operations, and for advancing strategic goals of improved customer service and increased efficiency. These components, and their features, include:

- Call Center Express – Allows users to set up virtual call centers, routing incoming calls among users in remote locations.
- Calabrio – Digital call recording. This could help the city track and maintain public records and could also be used for training purposes.
- Variphy – Call accounting and logging. This would replace manually tracking calls in various work groups. This tracking is, in some instances, required by state and federal law and is currently done manually.
- InformaCast – A digital intercom system with remote capabilities to send notifications to devices.

The system also has the future potential to be integrated with Microsoft Teams, a cloud-based collaboration platform that has been heavily used by staff during the COVID-19 pandemic to effectively collaborate.

This is a major investment for the city, as this system is an essential part of the city's operational infrastructure. Staff have consulted experts and believe this is the best option for the city, and one that will provide the best long-term value.

Fiscal Analysis

The new system will cost around $1.46 million. This purchase includes the Logicalis agreement with three years of support and licensing plus $132,000 to cover any contingencies

The city's consultant recommends that as part of moving to this new unified communication system, the city migrate to new sequential phone numbers. This would eliminate the need to have multiple prefixes. Because of this change, staff has also included $100,000 for reprinting signage, stationery and communications documents in the total cost.

Sufficient funds were appropriated during the fiscal year 2014-15 budget process for the replacement of the current phone system in the Information Technology Department's Hardware/Infrastructure Replacement Fund.

The following is a breakdown of the costs:

	Project Costs
Logicalis Costs	
Hardware/Software Purchase	$ 730,703
Hardware/Software Maintenance (1)	105,627
Implementation Services	386,972
Total Logicalis Costs	1,223,302
Other Costs	
Replacement Printing	100,000
Contingency	132,330
Total Other Costs	232,330
Total Project Costs	$ 1,455,632

(1) Three years maintenance included

Next Steps

Given the council's approval, staff will execute the necessary agreements and purchase the required equipment. Staff would then install the system and begin phasing out the old equipment, working with the city departments on implementation. Staff have currently targeted the first quarter of calendar year 2021 for completion.

Environmental Evaluation (CEQA)

In keeping with California Public Resources Code Section 21065, this action does not constitute a "project" within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore, does not require environmental review.

Public Notification and Outreach

Public notice of this item was posted in accordance with the Ralph M. Brown Act and it was available for public viewing and review at least 72 hours before the scheduled meeting date.

Exhibits

1. Resolution
2. End User Information Form, for end users of Cisco Enterprise Agreement
3. Memo approving use of NASPO Value Point

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT TO PURCHASE A UNIFIED COMMUNICATION SYSTEM, IMPLEMENTATION SERVICES AND ASSOCIATED ITEMS FROM LOGICALIS, INC. FOR A TOTAL NOT TO EXCEED AMOUNT OF $1,223,302 FOR A THREE-YEAR PERIOD

WHEREAS, the City of Carlsbad has a current phone system that was purchased in 1999 and is past its expected service life and does not offer telecommunications features needed for a modern workplace; and

WHEREAS, the unified communications system will replace a legacy phone system and will improve overall reliability, performance and expansion; and

WHEREAS, Logicalis, Inc., an authorized Cisco reseller of the various needed equipment and maintenance support, provides products and services under the NASPO ValuePoint Master Agreement #AR233(14-19), Cisco Participating Addendum CA #7-14-70-04 contract; and

WHEREAS, under Carlsbad Municipal Code Section 3.28.100, Cooperative Purchasing, the purchasing officer may buy directly from a vendor at a price established by another public agency when the other agency has made its purchase in a competitive manner.

WHEREAS, Logicalis, Inc, has provided an agreement for the purchase of a new unified communications system, implementation services and associated items in an amount not to exceed $1,223,302 for a three-year period (Attachment A); and

WHEREAS, there are additional costs for the purchase of a new unified communications system for reprinting of signage, stationary, communication documents and contingencies in the amount of $232,330; and

WHEREAS, the total for the new unified communications system and additional costs will not exceed $1,455,632 for a three-year period; and

WHEREAS, the funding for the purchase of a new unified phone system and additional costs in the amount of $1,455,632 is available in the Information Technology Department's Hardware/Infrastructure Replacement Fund.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

1. That the above recitations are true and correct.

2. That the agreement with Logicalis, Inc., for various equipment, software, services and maintenance support for a unified communications system (Attachment A) is approved in an amount not to exceed $1,223,302 for a three-year period and the city manager or his designee is authorized to execute all required contract documents on behalf of the city.

3. That a new unified communications system including the Logicalis, Inc. agreement, reprinting costs and contingencies will not exceed $1,455,632 for a three-year period.

4. That the funding for the Logicalis, Inc. agreement and additional related costs is provided in the Information Technology Department's Hardware/Infrastructure Replacement Fund.

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the __ day of _____, 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

_____
MATT HALL, Mayor

_____
BARBARA ENGLESON, City Clerk

(SEAL)

LOGICALIS
Architects of Change

City of Carlsbad - Voice over IP Telecommunications System
3 Year
Quotation # 2020-79733v7

Prepared By Logicalis for:
City of Carlsbad

To the attention of :
Joe Stephenson
City of Carlsbad
1635 Faraday Avenue
Carlsbad, CA 92008
Tel: (760) 602-2789
Email: joe.stephenson@carlsbadca.gov

July 07, 2020

Executive Summary

Please note the following:

- In Year 1 Logicalis will provide the City a block of 40 hours at no-charge. These hours can be used for any IT related services as deemed needed by the City. Should the City require beyond 40 hours in the Year 1, Logicalis will provide additional hours to the City at a discounted hourly rate of $185/hour. This hourly rate will be offered to the City Years 1 through 3.
- The term for the Enterprise Agreement and SMARTnet are both 3 years.

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Hardware	$350,252.69
Software	$353,065.00
Hardware Maintenance	$88,992.86
Software Maintenance	$16,634.22
Vendor Resold Services	$1,507.28
Professional Services	$385,465.25
Additional Charges	$27,384.57
Grand Total	**$1,223,301.87**

Ask your Logicalis Account Executive to provide you with the most competitive lease rates in the industry.

LOGICALIS
Architects of Change

Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com

To address your most pressing challenges during COVID-19, Logicalis has instituted Rapid Deployment Services designed to support your needs to deploy remote workers, maintain security and infrastructure readiness, and provide supplemental IT staff support. All services are designed to be delivered remotely by a Logicalis Engineer. Find out more at http://bit.ly/3b6Gnzp

Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/logicalis-financial-services/

City of Carlsbad - Voice over IP Telecommunications System 3 Year
Quotation # 2020-79733v7

Customer Name & Address	Logicalis Account Executive
Joe Stephenson City of Carlsbad 1635 Faraday Avenue Carlsbad, CA 92008 (760) 602-2789 joe.stephenson@carlsbadca.gov	Lisa Waelde 391 N. Main Street, Suite 103 Corona, CA 92880 +1 9513932315 lisa.waelde@us.logicalis.com
Bill To Address	**Ship to Address**
City of Carlsbad 1635 Faraday Avenue Carlsbad, CA 92008	City of Carlsbad 1635 Faraday Avenue Carlsbad, CA 92008

Quotation expiration date: July 24, 2020
This Quotation adheres to the pricing requirements of the NASPO ValuePoint Master Agreement #AR233 (14-19), Cisco Participating Addendum CA #7-14-70-04 contract.

Faraday							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
1	2	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance; Export Restr SW	$53,737.00	52.00%	$25,793.76	$51,587.52
2	2	CON-SNTP-BE79M5KH	SNTC-24X7X4 Cisco Business Edition 7000H (M5) Applia	$2,304.93	27.00%	$1,682.60	$3,365.20
3	4	BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server	$0.00	0.00%	$0.00	$0.00
4	4	BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter	$0.00	0.00%	$0.00	$0.00
5	2	BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8; x8; x8); all slots from CPU1	$0.00	0.00%	$0.00	$0.00
6	2	BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB cache	$0.00	0.00%	$0.00	$0.00
7	48	BE7K-DISK	300GB 12G SAS 10K RPM SFF HDD	$0.00	0.00%	$0.00	$0.00

Faraday							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
8	2	R2XX-RAID5	Enable RAID 5 Setting	$0.00	0.00%	$0.00	$0.00
9	24	BE7K-RAM	16GB DDR4-2666-MHz RDIMM/ PC4-21300/single rank/x4/1.2v	$0.00	0.00%	$0.00	$0.00
10	4	BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	$0.00	0.00%	$0.00	$0.00
11	4	CAB-9K12A-NA	Power Cord; 125VAC 13A NEMA 5-15 Plug; North America	$0.00	0.00%	$0.00	$0.00
12	2	VIRT-LIC-NONE	Do not factory-load a virtualization software license	$0.00	0.00%	$0.00	$0.00
13	1	ISR4451-X-VSEC/K9	Cisco ISR 4451 VSEC Bundle; PVDM4-64 w/ UC;SEC Lic	$28,594.64	52.00%	$13,725.43	$13,725.43
14	1	CON-SNTP-ISR41-X	SNTC-24X7X4 Cisco ISR 4451 UC Se	$15,478.68	27.00%	$11,299.44	$11,299.44
15	1	SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
16	1	FL-44-HSEC-K9	U.S. Export Restriction Compliance license for 4400 series	$1,250.00	52.00%	$600.00	$600.00
17	1	PWR-4450-AC	AC Power Supply for Cisco ISR 4450 and ISR4350	$0.00	0.00%	$0.00	$0.00
18	1	PWR-4450-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4450	$800.00	52.00%	$384.00	$384.00
19	2	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00

Faraday							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
20	1	MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	$0.00	0.00%	$0.00	$0.00
21	1	MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	$0.00	0.00%	$0.00	$0.00
22	1	SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
23	2	POE-COVER-4450	Cover for empty POE slot on Cisco ISR 4450	$0.00	0.00%	$0.00	$0.00
24	1	SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
25	1	MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	$0.00	0.00%	$0.00	$0.00
26	2	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	$0.00	0.00%	$0.00	$0.00
27	1	SISR4400UK9-168	Cisco ISR 4400 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
28	1	NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$2,275.00	52.00%	$1,092.00	$1,092.00
29	1	PVDM4-64	64-channel DSP module	$3,400.00	52.00%	$1,632.00	$1,632.00
30	100	CUBE-T-STD	CUBE - 1 Standard Trunk Session License	$95.00	52.00%	$45.60	$4,560.00
31	100	CON-ECMU-CUBETSTD	SWSS UPGRADES CUBE Standard Trunk Single Session - 1 S	$51.00	27.00%	$37.23	$3,723.00
32	1	PVDM4-64U128	PVDM4 64-channel to 128-channel factory upgrade	$3,200.00	52.00%	$1,536.00	$1,536.00

Faraday							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
33	1	NIM-4FXSP	4-Port Network Interface Module - FXS; FXS-E and DID	$1,000.00	52.00%	$480.00	$480.00
34	1	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	$1,000.00	52.00%	$480.00	$480.00
35	1	VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	$6,170.00	52.00%	$2,961.60	$2,961.60
36	1	CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice	$1,425.00	27.00%	$1,040.25	$1,040.25
37	1	SVG3XUK9-15603M	Cisco VG3X0 UNIVERSAL	$0.00	0.00%	$0.00	$0.00
38	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
39	1	PVDM3-64	64-channel high-density voice DSP module	$0.00	0.00%	$0.00	$0.00
40	1	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	$0.00	0.00%	$0.00	$0.00
41	1	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	$0.00	0.00%	$0.00	$0.00
42	1	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	$0.00	0.00%	$0.00	$0.00
43	1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900; 2900; 3900 ISR	$0.00	0.00%	$0.00	$0.00
						Products Subtotal	$98,466.44
						Faraday Subtotal	$98,466.44
						Faraday Tax	$6,125.49
						Faraday Total	$104,591.93

Safety Center (PD & Fire)							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
44	1	BE7H-M5-K9	Cisco Business Edition 7000H (M5) Appliance; Export Restr SW	$53,737.00	52.00%	$25,793.76	$25,793.76
45	1	CON-SNTP-BE79M5KH	SNTC-24X7X4 Cisco Business Edition 7000H (M5) Applia	$2,304.93	27.00%	$1,682.60	$1,682.60
46	2	BE7K-PSU	Cisco UCS 1050W AC Power Supply for Rack Server	$0.00	0.00%	$0.00	$0.00
47	2	BE7K-NIC1	Intel i350 Quad Port 1Gb Adapter	$0.00	0.00%	$0.00	$0.00
48	1	BE7K-PCIERISER	Riser 1B incl 3 PCIe slots (x8; x8; x8); all slots from CPU1	$0.00	0.00%	$0.00	$0.00
49	1	BE7K-RAIDCTRLR	Cisco 12G Modular RAID controller with 4GB cache	$0.00	0.00%	$0.00	$0.00
50	24	BE7K-DISK	300GB 12G SAS 10K RPM SFF HDD	$0.00	0.00%	$0.00	$0.00
51	1	R2XX-RAID5	Enable RAID 5 Setting	$0.00	0.00%	$0.00	$0.00
52	12	BE7K-RAM	16GB DDR4-2666-MHz RDIMM/ PC4-21300/single rank/x4/1.2v	$0.00	0.00%	$0.00	$0.00
53	2	BE7K-CPU	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	$0.00	0.00%	$0.00	$0.00
54	2	CAB-9K12A-NA	Power Cord; 125VAC 13A NEMA 5-15 Plug; North America	$0.00	0.00%	$0.00	$0.00
55	1	VIRT-LIC-NONE	Do not factory-load a virtualization software license	$0.00	0.00%	$0.00	$0.00

Safety Center (PD & Fire)							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
56	1	ISR4451-X-VSEC/K9	Cisco ISR 4451 VSEC Bundle; PVDM4-64 w/ UC;SEC Lic	$28,594.64	52.00%	$13,725.43	$13,725.43
57	1	CON-SNTP-ISR41-X	SNTC-24X7X4 Cisco ISR 4451 UC Se	$15,478.68	27.00%	$11,299.44	$11,299.44
58	1	SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
59	1	FL-44-HSEC-K9	U.S. Export Restriction Compliance license for 4400 series	$1,250.00	52.00%	$600.00	$600.00
60	1	PWR-4450-AC	AC Power Supply for Cisco ISR 4450 and ISR4350	$0.00	0.00%	$0.00	$0.00
61	1	PWR-4450-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4450	$800.00	52.00%	$384.00	$384.00
62	2	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
63	1	MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	$0.00	0.00%	$0.00	$0.00
64	1	MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	$0.00	0.00%	$0.00	$0.00
65	1	SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
66	2	POE-COVER-4450	Cover for empty POE slot on Cisco ISR 4450	$0.00	0.00%	$0.00	$0.00
67	1	SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
68	1	MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	$0.00	0.00%	$0.00	$0.00

Safety Center (PD & Fire)							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
69	2	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	$0.00	0.00%	$0.00	$0.00
70	1	SISR4400UK9-168	Cisco ISR 4400 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
71	1	NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	$2,275.00	52.00%	$1,092.00	$1,092.00
72	1	PVDM4-64	64-channel DSP module	$3,400.00	52.00%	$1,632.00	$1,632.00
73	100	CUBE-T-STD	CUBE - 1 Standard Trunk Session License	$95.00	52.00%	$45.60	$4,560.00
74	100	CON-ECMU-CUBETSTD	SWSS UPGRADES CUBE Standard Trunk Single Session - 1 S	$51.00	27.00%	$37.23	$3,723.00
75	1	PVDM4-64U128	PVDM4 64-channel to 128-channel factory upgrade	$3,200.00	52.00%	$1,536.00	$1,536.00
76	1	NIM-4FXSP	4-Port Network Interface Module - FXS; FXS-E and DID	$1,000.00	52.00%	$480.00	$480.00
77	1	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	$1,000.00	52.00%	$480.00	$480.00
78	1	VG320	Modular 48 FXS Port VoIP Gateway with PVDM3-128	$12,300.01	52.00%	$5,904.00	$5,904.00
79	1	CON-SNT-VG320ICV	SNTC-8X5XNBD Cisco VG320 - Modular 48 FXS Port Voice	$2,950.77	27.00%	$2,154.06	$2,154.06
80	1	SVG3XUK9-15603M	Cisco VG3X0 UNIVERSAL	$0.00	0.00%	$0.00	$0.00
81	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00

Safety Center (PD & Fire)							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
82	1	PVDM3-128	128-channel high-density voice DSP module	$0.00	0.00%	$0.00	$0.00
83	1	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	$0.00	0.00%	$0.00	$0.00
84	1	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	$0.00	0.00%	$0.00	$0.00
85	1	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	$0.00	0.00%	$0.00	$0.00
86	1	MEM-CF-256MB	256MB Compact Flash for Cisco 1900; 2900; 3900 ISR	$0.00	0.00%	$0.00	$0.00
						Products Subtotal	$75,046.29
						Safety Center (PD & Fire) Subtotal	$75,046.29
						Safety Center (PD & Fire) Tax	$4,354.51
						Safety Center (PD & Fire) Total	$79,400.80

Safety Center (Training)							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
87	2	ATA191-K9	2-Port Analog Telephone Adapter	$326.00	54.00%	$149.96	$299.92
88	2	CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	$49.77	27.00%	$36.33	$72.66
89	2	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	$0.00	0.00%	$0.00	$0.00
90	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$1,111.21
						Safety Center (Training) Subtotal	$1,111.21
						Safety Center (Training) Tax	$80.49

Safety Center (Training)							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
						Safety Center (Training) Total	$1,191.70

City Hall							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
91	1	ISR4431-VSEC/K9	Cisco ISR 4431 Bundle with UC & Sec Lic; PVDM4-64	$21,374.67	52.00%	$10,259.84	$10,259.84
92	1	CON-SNT-ISR44SEC	SNTC-8X5XNBD Cisco ISR 4431 UC Se	$7,594.29	27.00%	$5,543.83	$5,543.83
93	1	SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
94	1	PWR-4430-AC	AC Power Supply for Cisco ISR 4430	$0.00	0.00%	$0.00	$0.00
95	1	PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	$800.00	52.00%	$384.00	$384.00
96	2	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
97	1	SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
98	1	SL-44-SEC-K9	Security License for Cisco ISR 4400 Series	$0.00	0.00%	$0.00	$0.00
99	1	MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	$0.00	0.00%	$0.00	$0.00
100	1	MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	$0.00	0.00%	$0.00	$0.00
101	1	PVDM4-64	64-channel DSP module	$0.00	0.00%	$0.00	$0.00
102	1	MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	$0.00	0.00%	$0.00	$0.00

City Hall							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
103	1	NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	$0.00	0.00%	$0.00	$0.00
104	1	SISR4400UK9-168	Cisco ISR 4400 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
105	1	NIM-4FXSP	4-Port Network Interface Module - FXS; FXS-E and DID	$1,000.00	52.00%	$480.00	$480.00
106	1	NIM-4FXO	4-port Network Interface Module - FXO (Universal)	$1,000.00	52.00%	$480.00	$480.00
107	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$17,886.30
						City Hall Subtotal	$17,886.30
						City Hall Tax	$956.54
						City Hall Total	$18,842.84

Dove Library							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
108	1	ISR4331-VSEC/K9	Cisco ISR 4331 Bundle w/UC & Sec Lic; PVDM4-32	$7,626.46	52.00%	$3,660.70	$3,660.70
109	1	CON-SNT-ISR4331VS	SNTC-8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic;	$1,830.36	27.00%	$1,336.16	$1,336.16
110	1	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
111	1	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
112	1	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	$0.00	0.00%	$0.00	$0.00

Dove Library							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
113	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
114	1	SL-4330-SEC-K9	Security License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
115	1	PVDM4-32	32-channel DSP module	$0.00	0.00%	$0.00	$0.00
116	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
117	1	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	$0.00	0.00%	$0.00	$0.00
118	1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	$0.00	0.00%	$0.00	$0.00
119	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
120	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
121	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
122	2	ATA191-K9	2-Port Analog Telephone Adapter	$326.00	54.00%	$149.96	$299.92
123	2	CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	$49.77	27.00%	$36.33	$72.66
124	2	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	$0.00	0.00%	$0.00	$0.00
125	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$6,588.07
						Dove Library Subtotal	$6,588.07
						Dove Library Tax	$401.39

Dove Library							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
						Dove Library Total	$6,989.46

Library Learning Center							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
126	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
127	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
128	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
129	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
130	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
131	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
132	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
133	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
134	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
135	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
136	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00

Library Learning Center							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
137	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
138	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
139	1	ATA191-K9	2-Port Analog Telephone Adapter	$326.00	54.00%	$149.96	$149.96
140	1	CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	$49.77	27.00%	$36.33	$36.33
141	1	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	$0.00	0.00%	$0.00	$0.00
142	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,522.41
						Library Learning Center Subtotal	$5,522.41
						Library Learning Center Tax	$343.96
						Library Learning Center Total	$5,866.37

CMWD							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
143	1	ISR4331-VSEC/K9	Cisco ISR 4331 Bundle w/UC & Sec Lic; PVDM4-32	$7,626.46	52.00%	$3,660.70	$3,660.70
144	1	CON-SNT-ISR4331VS	SNTC-8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic;	$1,830.36	27.00%	$1,336.16	$1,336.16
145	1	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
146	1	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00

CMWD							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
147	1	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	$0.00	0.00%	$0.00	$0.00
148	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
149	1	SL-4330-SEC-K9	Security License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
150	1	PVDM4-32	32-channel DSP module	$0.00	0.00%	$0.00	$0.00
151	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
152	1	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	$0.00	0.00%	$0.00	$0.00
153	1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	$0.00	0.00%	$0.00	$0.00
154	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
155	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
156	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
157	1	ATA191-K9	2-Port Analog Telephone Adapter	$326.00	54.00%	$149.96	$149.96
158	1	CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	$49.77	27.00%	$36.33	$36.33
159	1	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	$0.00	0.00%	$0.00	$0.00
160	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$6,401.78

CMWD							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
						CMWD Subtotal	$6,401.78
						CMWD Tax	$389.77
						CMWD Total	$6,791.55

Senior Center/Pine Park							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
161	1	ISR4331-VSEC/K9	Cisco ISR 4331 Bundle w/UC & Sec Lic; PVDM4-32	$7,626.46	52.00%	$3,660.70	$3,660.70
162	1	CON-SNT-ISR4331VS	SNTC-8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic;	$1,830.36	27.00%	$1,336.16	$1,336.16
163	1	SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
164	1	SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
165	1	PWR-4330-AC	AC Power Supply for Cisco ISR 4330	$0.00	0.00%	$0.00	$0.00
166	1	CAB-AC	AC Power Cord (North America); C13; NEMA 5-15P; 2.1m	$0.00	0.00%	$0.00	$0.00
167	1	SL-4330-SEC-K9	Security License for Cisco ISR 4330 Series	$0.00	0.00%	$0.00	$0.00
168	1	PVDM4-32	32-channel DSP module	$0.00	0.00%	$0.00	$0.00
169	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
170	1	MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	$0.00	0.00%	$0.00	$0.00

Senior Center/Pine Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
171	1	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900;3900;4400 ISR	$0.00	0.00%	$0.00	$0.00
172	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
173	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
174	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
175	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$6,215.49
						Senior Center/Pine Park Subtotal	$6,215.49
						Senior Center/Pine Park Tax	$378.15
						Senior Center/Pine Park Total	$6,593.64

Alga Norte Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
176	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
177	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
178	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
179	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
180	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00

Alga Norte Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
181	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
182	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
183	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
184	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
185	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
186	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
187	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
188	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
189	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Alga Norte Park Subtotal	$5,336.12
						Alga Norte Park Tax	$332.34
						Alga Norte Park Total	$5,668.46

Carrillo Ranch							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
190	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60

Carrillo Ranch							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
191	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
192	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
193	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
194	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
195	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
196	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
197	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
198	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
199	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
200	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
201	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
202	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
203	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12

Carrillo Ranch							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
						Carrillo Ranch Subtotal	$5,336.12
						Carrillo Ranch Tax	$332.34
						Carrillo Ranch Total	$5,668.46

Stage Coach Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
204	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
205	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
206	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
207	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
208	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
209	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
210	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
211	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
212	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
213	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00

Stage Coach Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
214	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
215	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
216	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
217	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Stage Coach Park Subtotal	$5,336.12
						Stage Coach Park Tax	$332.34
						Stage Coach Park Total	$5,668.46

Calavera Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
218	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
219	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
220	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
221	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
222	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
223	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00

Calavera Park							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
224	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
225	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
226	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
227	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
228	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
229	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
230	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
231	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Calavera Park Subtotal	$5,336.12
						Calavera Park Tax	$332.34
						Calavera Park Total	$5,668.46

Monroe Swim							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
232	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60

Monroe Swim							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
233	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
234	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
235	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
236	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
237	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
238	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
239	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
240	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
241	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
242	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
243	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
244	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
245	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12

Monroe Swim							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
						Monroe Swim Subtotal	$5,336.12
						Monroe Swim Tax	$332.34
						Monroe Swim Total	$5,668.46

Harding Center							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
Products							
246	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
247	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
248	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
249	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
250	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
251	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
252	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
253	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
254	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
255	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00

Harding Center							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
256	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
257	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
258	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
259	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Harding Center Subtotal	$5,336.12
						Harding Center Tax	$332.34
						Harding Center Total	$5,668.46

Oak Yard							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
260	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
261	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
262	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
263	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
264	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
265	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00

Oak Yard							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
266	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
267	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
268	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
269	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
270	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
271	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
272	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
273	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Oak Yard Subtotal	$5,336.12
						Oak Yard Tax	$332.34
						Oak Yard Total	$5,668.46

Fire Station 1							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
274	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60

Fire Station 1							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
275	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
276	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
277	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
278	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
279	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
280	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
281	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
282	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
283	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
284	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
285	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
286	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
287	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12

Fire Station 1							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
						Fire Station 1 Subtotal	$5,336.12
						Fire Station 1 Tax	$332.34
						Fire Station 1 Total	$5,668.46

Fire Station 2							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
288	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
289	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
290	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
291	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
292	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
293	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
294	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
295	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
296	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
297	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00

Fire Station 2							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
298	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
299	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
300	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
301	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Fire Station 2 Subtotal	$5,336.12
						Fire Station 2 Tax	$332.34
						Fire Station 2 Total	$5,668.46

Fire Station 3							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
302	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
303	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
304	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
305	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
306	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
307	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00

Fire Station 3							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
308	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
309	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
310	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
311	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
312	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
313	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
314	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
315	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Fire Station 3 Subtotal	$5,336.12
						Fire Station 3 Tax	$332.34
						Fire Station 3 Total	$5,668.46

Fire Station 4							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
316	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60

Fire Station 4							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
317	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
318	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
319	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
320	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
321	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
322	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
323	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
324	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
325	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
326	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
327	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
328	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
329	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12

Fire Station 4							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
						Fire Station 4 Subtotal	$5,336.12
						Fire Station 4 Tax	$332.34
						Fire Station 4 Total	$5,668.46

Fire Station 5							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
330	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
331	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
332	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
333	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
334	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
335	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00
336	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
337	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
338	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
339	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00

Fire Station 5							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
340	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
341	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
342	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
343	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Fire Station 5 Subtotal	$5,336.12
						Fire Station 5 Tax	$332.34
						Fire Station 5 Total	$5,668.46

Fire Station 6							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
344	1	ISR4321-VSEC/K9	Cisco ISR 4321 Bundle w/UC & SEC License	$4,695.00	52.00%	$2,253.60	$2,253.60
345	1	CON-SNT-IR4321VS	SNTC-8X5XNBD Cisco ISR 4321 Bundle with UC SEC Lice	$1,435.47	27.00%	$1,047.89	$1,047.89
346	1	SL-4320-IPB-K9	IP Base License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
347	1	SL-4320-UC-K9	Unified Communication License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
348	1	PVDM4-32	32-channel DSP module	$1,700.00	52.00%	$816.00	$816.00
349	1	PWR-4320-AC	AC Power Supply for Cisco ISR 4320	$0.00	0.00%	$0.00	$0.00

Fire Station 6							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
350	1	CAB-AC-C5	AC Power Cord; Type C5; US; Canada	$0.00	0.00%	$0.00	$0.00
351	1	MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
352	1	MEM-4320-4G	4G DRAM for Cisco ISR 4320 (Soldered on motherboard)	$0.00	0.00%	$0.00	$0.00
353	1	SL-4320-SEC-K9	Security License for Cisco ISR 4320 Series	$0.00	0.00%	$0.00	$0.00
354	1	SISR4300UK9-1612	Cisco ISR 4300 Series IOS XE Universal	$0.00	0.00%	$0.00	$0.00
355	1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	$500.00	52.00%	$240.00	$240.00
356	1	NIM-2FXSP	2-Port Network Interface Module - FXS; FXS-E and DID	$500.00	52.00%	$240.00	$240.00
357	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$5,336.12
						Fire Station 6 Subtotal	$5,336.12
						Fire Station 6 Tax	$332.34
						Fire Station 6 Total	$5,668.46

Fleet							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
358	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$738.63
						Fleet Subtotal	$738.63
						Fleet Tax	$57.24

Fleet							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
						Fleet Total	$795.87

Cole Library							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
359	1	ATA191-K9	2-Port Analog Telephone Adapter	$326.00	54.00%	$149.96	$149.96
360	1	CON-SNT-ATA191KT	SNTC-8X5XNBD 2-Port Analog Telephone Adapter	$49.77	27.00%	$36.33	$36.33
361	1	ATA191-CLIP-NA	Power Clip for ATA191 and ATA192; North America	$0.00	0.00%	$0.00	$0.00
362	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$924.92
						Cole Library Subtotal	$924.92
						Cole Library Tax	$68.87
						Cole Library Total	$993.79

Parks Maintenance							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
363	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$738.63
						Parks Maintenance Subtotal	$738.63
						Parks Maintenance Tax	$57.24
						Parks Maintenance Total	$795.87

Communications Elmwood							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							

Communications Elmwood							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
364	1	IPTA-IFS	InformaCast Fusion Server Appliance	$849.00	13.00%	$738.63	$738.63
						Products Subtotal	$738.63
						Communications Elmwood Subtotal	$738.63
						Communications Elmwood Tax	$57.24
						Communications Elmwood Total	$795.87

UC Core Licensing							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
365	1	MDS-CLB	SolutionsPlus: Solution Bundle for Calabrio	$0.00	0.00%	$0.00	$0.00
366	25	MDS-CLB-LOG-AQM	Calabrio Advanced QM	$795.00	32.00%	$540.60	$13,515.00
367	1	SP-PRODUCTS-TERMS	Buyer Accept. of SolutionsPlus T&C. EULA: http://cs.co/spla	$0.00	0.00%	$0.00	$0.00
368	1	MDS-CLB-LC	License certificate for Calabrio	$0.00	0.00%	$0.00	$0.00
369	1	A-FLEX-PUBLICSECT	Flex Public Sector term 36 months prepaid	$0.00	0.00%	$0.00	$0.00
370	4	A-FLEX-EXP-AN	Enable Advanced Networking Option (1)	$0.00	0.00%	$0.00	$0.00
371	1	A-FLEX-TMS-SN	TMS Serial Number (1)	$0.00	0.00%	$0.00	$0.00
372	8	A-FLEX-EXP-GW	Enable GW Feature (H323-SIP) (1)	$0.00	0.00%	$0.00	$0.00
373	3000	A-FLEX-P-ER-12X	Emergency Responder v12 License (1)	$0.00	0.00%	$0.00	$0.00
374	4	A-FLEX-EXP-E	Enable Expressway-E Feature Set (1)	$0.00	0.00%	$0.00	$0.00
375	50	A-FLEX-EXP-RMS	Expressway Rich Media Session (1)	$0.00	0.00%	$0.00	$0.00

UC Core Licensing							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
376	1	A-FLEX-A-HAAC-12X	Attendant Console Advanced HA Version 12	$0.00	0.00%	$0.00	$0.00
377	4	A-FLEX-TMS-250USR	TMS 250 System License (1)	$0.00	0.00%	$0.00	$0.00
378	3000	A-FLEX-SRSTEP	SRST Endpoints (1)	$0.00	0.00%	$0.00	$0.00
379	24000	A-FLEX-FILESTG-ENT	File Storage Entitlement	$0.00	0.00%	$0.00	$0.00
380	8	A-FLEX-EXP-SERIES	Enable Expressway Series Feature Set (1)	$0.00	0.00%	$0.00	$0.00
381	1400	A-FLEX-EXP-DESK	Expressway Deskphone Registration (1)	$0.00	0.00%	$0.00	$0.00
382	4	A-FLEX-EXP-TURN	1800 TURN Relay Option (1)	$0.00	0.00%	$0.00	$0.00
383	200	A-FLEX-P-COMMON12X	Common Area v12 License (1)	$0.00	0.00%	$0.00	$0.00
384	1	A-FLEX-SME-12X	Session Manager v12 (1)	$0.00	0.00%	$0.00	$0.00
385	120	A-FLEX-CUCILYNC	CUCILYNC (1)	$0.00	0.00%	$0.00	$0.00
386	1	A-FLEX-TMS-PAK	TMS Product Authorization Key (1)	$0.00	0.00%	$0.00	$0.00
387	10	A-FLEX-EXP-ROOM	Expressway Room Registration (1)	$0.00	0.00%	$0.00	$0.00
388	500	A-FLEX-JABBER	Jabber (1)	$0.00	0.00%	$0.00	$0.00
389	8	A-FLEX-EXP-KEY	Expressway Release Key (1)	$0.00	0.00%	$0.00	$0.00
390	1200	A-FLEX-P-UCM-12X	Unified Communications Manager v12 License (1)	$0.00	0.00%	$0.00	$0.00
391	1	A-FLEX-TMS-API	TMS Integration API with Microsoft Exchange (1)	$0.00	0.00%	$0.00	$0.00
392	1	A-FLEX-ER-12X-K9	Emergency Responder SW Bundle v12 (1)	$0.00	0.00%	$0.00	$0.00
393	100	A-FLEX-P-ESS-12X	Essential v12 License (1)	$0.00	0.00%	$0.00	$0.00

UC Core Licensing							
Item	Qty	Part Number	Description	List Price	Discount %	Unit Price	Extended Price
394	1200	A-FLEX-P-UCXN-12X	Unity Connection v12 License	$0.00	0.00%	$0.00	$0.00
395	1	A-FLEX-EXP-PAK	Expressway Product Authorization Key (1)	$0.00	0.00%	$0.00	$0.00
396	1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	$0.00	0.00%	$0.00	$0.00
397	1200	A-FLEX-MSG-ENT	Messaging Entitlement	$0.00	0.00%	$0.00	$0.00
398	1	A-FLEX-SW-12X-K9	On-Premises & Partner Hosted Calling SW Bundle v12 (1)	$0.00	0.00%	$0.00	$0.00
399	1200	A-FLEX-DEVREG-ENT	Cloud Device Registration Entitlement	$0.00	0.00%	$0.00	$0.00
400	20	A-FLEX-A-AC-12X	Attendant Console Advanced Version 12	$0.00	0.00%	$0.00	$0.00
401	1000	A-FLEX-EAPL1	EntW On-Premises Calling Tier 1 (1)	$396.00	33.00%	$265.32	$265,320.00
402	10	A-FLEX-P-TPRM-12X	Telepresence Room v12 License (1)	$0.00	0.00%	$0.00	$0.00
403	1	A-FLEX-CC	Flex Contact Center term 36 months prepaid	$0.00	0.00%	$0.00	$0.00
404	1	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	$0.00	0.00%	$0.00	$0.00
405	25	A-FLEX-PJXPC	Flex CC On-Premises UCCX Premium Concurrent Agent	$2,160.00	30.00%	$1,512.00	$37,800.00
406	1	A-FLEX-J-AGT-RTU	On-Premises PCCE & UCCE; Hosted CCE & CCX Agent RTU	$0.00	0.00%	$0.00	$0.00
407	1	A-FLEX-05-12.5-K9	On-Premises UCCX Standard & Premium Media Kit v12.5	$0.00	0.00%	$0.00	$0.00
408	1	A-FLEX-PJX-SVR12.5	On-Premises UCCX Standard & Premium Server v12.5	$0.00	0.00%	$0.00	$0.00

UC Core Licensing							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
409	25	A-FLEX-PJXPAGT12.5	On-Premises UCCX Premium Agent License v12.5	$0.00	0.00%	$0.00	$0.00
410	1000	OP-ENT-CDR	Variphy Insight - Call Analytics	$6.60	18.03%	$5.41	$5,410.00
411	1000	OP-ENT-RPT	Variphy Insight - As-Built Reporting COMPLEMENTARY W/PURCHASE OF CDR	$1.20	18.33%	$0.98	$980.00
412	1000	OP-SMUU-CDR	Variphy Insight Annual Support & License Maintenance Updates and Upgrades - Call Analytics 3 yrs mtc	$3.30	18.18%	$2.70	$2,700.00
413	1000	OP-SMUU-RPT	Variphy Insight Annual Support & License Maintenance Updates and Upgrades - As-Built Reporting 3 yrs mtc	$1.80	18.33%	$1.47	$1,470.00
414	1	SS-CPF-3	One-Time Onboarding Fee - TIER 3	$1,732.50	13.00%	$1,507.28	$1,507.28
415	1000	SSF-3YR-USR-TIER 3	InformaCast Fusion - Fusion User - 3 Year Subscription - TIER 3 (Qty 1000 - 2450)	$29.74	13.01%	$25.87	$25,870.00
416	3	CSP-SP-CQMAQM-LPUSR	Annual Platinum Support Call Recording and Quality Management under Cisco Solutions Plus AQM w/ Logger	$4,571.25	33.00%	$3,062.74	$9,188.22
						Products Subtotal	$363,760.50
						UC Core Licensing Total	$363,760.50

Phones & Accessories							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							
417	52	CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	$1,720.00	54.00%	$791.20	$41,142.40
418	52	CON-SNT-CPK8832K	SNTC-8X5XNBD Cisco IP Conference Phone 8832 in Char	$264.00	27.00%	$192.72	$10,021.44
419	52	CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	$0.00	0.00%	$0.00	$0.00
420	100	CP-8851-K9=	Cisco IP Phone 8851	$615.00	54.00%	$282.90	$28,290.00
421	50	CP-8800-WMK=	Wall Mount Kit for Cisco IP Phone 8800 Series	$87.00	54.00%	$40.02	$2,001.00
422	18	CP-8800-A-KEM=	8800 Series Audio KEM; 28 Button	$565.00	54.00%	$259.90	$4,678.20
423	18	CP-PWR-CUBE-4=	IP Phone power transformer for the 8800 phone series	$77.00	54.00%	$35.42	$637.56
424	18	CP-PWR-CORD-NA=	Power Cord; North America	$10.00	54.00%	$4.60	$82.80
425	38	CP-8821-K9-BUN	Cisco Unified Wireless IP Phone 8821; World Mode Bundle	$885.00	54.00%	$407.10	$15,469.80
426	38	CON-SNT-CP88K9BN	SNTC-8X5XNBD Cisco Unified Wirele	$277.23	27.00%	$202.38	$7,690.44
427	38	CP-PWR-8821-NA	Cisco 8821 Power Supply for North America	$0.00	0.00%	$0.00	$0.00
428	38	CP-BATT-8821	Cisco 8821 Battery; Extended	$0.00	0.00%	$0.00	$0.00
429	14	CP-8821-EX-K9-BUN	Cisco Unified Wireless IP Phone 8821 EX; World Mode Bundle	$1,260.00	54.00%	$579.60	$8,114.40

Phones & Accessories							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
430	14	CON-SNT-CP882XU	SNTC-8X5XNBD Cisco Unified Wireless IP Phone 8821 EX;	$303.00	27.00%	$221.19	$3,096.66
431	14	CP-PWR-8821-NA	Cisco 8821 Power Supply for North America	$0.00	0.00%	$0.00	$0.00
432	14	CP-BATT-8821	Cisco 8821 Battery; Extended	$0.00	0.00%	$0.00	$0.00
433	52	CP-BATT-8821=	Cisco 8821 Battery; Extended	$100.00	54.00%	$46.00	$2,392.00
434	52	CP-PWR-8821-NA=	Cisco 8821 Power Supply for North America	$56.00	54.00%	$25.76	$1,339.52
435	52	CP-HOLSTER-8821=	Cisco 8821 Belt Holster with Belt and Pocket Clip	$52.00	54.00%	$23.92	$1,243.84
436	14	CP-DSKCH-8821-BUN	Cisco 8821 Desktop Charger; Power Supply; AC Power Cord	$227.00	54.00%	$104.42	$1,461.88
437	14	CP-PWR-DC8821-NA	Cisco 8821 Desk Top Charger Power Supply For North America	$0.00	0.00%	$0.00	$0.00
438	125	CP-HS-WL-561-M-US=	561 Wireless Single Headset; Multi Base Station US;CA	$642.00	54.00%	$295.32	$36,915.00
439	125	CON-SNT-CPHSU6WL	SNTC-8X5XNBD 561 Wireless Single Headset; Multi Base	$141.00	27.00%	$102.93	$12,866.25
						Products Subtotal	$177,443.19
						Phones & Accessories Subtotal	$177,443.19
						Phones & Accessories Tax	$11,382.04
						Phones & Accessories Total	$188,825.23

Credits							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Products							

Credits							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
440	1	TRADE-IN	TRADE-IN CREDIT	$0.00	0.00%	-$14,500.00	-$14,500.00
441	1	TRN-CLC-001	100 Training credit. Expires in 1 yr. Team Captain required	$10,000.00	100.00%	$0.00	$0.00
442	1	Discount	ONE TIME DISCOUNT	$0.00	0.00%	-$6,000.00	-$6,000.00
						Products Subtotal	-$20,500.00
						Credits Total	-$20,500.00

Professional Services							
Item	**Qty**	**Part Number**	**Description**	**List Price**	**Discount %**	**Unit Price**	**Extended Price**
Services - Fixed Fee							
443	1	PS	Project Initiation	$507,367.17	62.01%	$192,732.63	$192,732.63
444	1	PS	Project Completion	$507,367.17	62.01%	$192,732.63	$192,732.63
						Services Fixed Fee Subtotal	$385,465.25
						Professional Services Total	$385,465.25

Grand Total	
Products and Services Subtotal:	$1,195,917.30
Sales Tax (estimated):	$27,384.57
Grand Total:	**$1,223,301.87**

Solution Summary

The objective of the City of Carlsbad is to acquire a new telecommunications system to serve the citizens and administrative operations of the City.

The existing telecommunications systems are no longer being manufactured, and do not provide the needed features for the City. The City has 27 locations and is currently served by 6 NEC PBX systems.

The City will have a private fiber optic network that provides the needed voice and data connectivity between the major sites.

Logicalis is proposing the Cisco CUCM and UCCX communication systems which, when replacing an aging NEC TDM PBX platform, is our platform recommendation. Cisco Systems is one of Logicalis's 7 Strategic Partners and we invest heavily to maintain and grow the advanced skill sets that bring a unique value to our clients. Logicalis is a Cisco Global Partner (1 of only 6 in the world) which provides our customers a voice at the highest levels within Cisco. City of Carlsbad can benefit from our successful implementation experience of more than 100,000 Cisco communication end points into acute care settings over the past several years in Provider organizations. These successful implementations have enabled Logicalis to evolve and mature a best practice methodology specific to acute care environments. It is our experience that the new platform deployment is often relatively risk free, the key to ensuring City of Carlsbad's targeted business outcomes are delivered is through careful transition planning and execution to ensure continuity of service delivery to employees and citizens throughout the project lifecycle, as well as the mapping and implementation of integrations to the businesses' parallel operationally critical systems. Our customers value our end to end capability across the full business lifecycle for strategic initiatives such as this.

Logicalis has made every effort to detail any assumptions, outstanding caveats, and other considerations within this document, based on Logicalis' current understanding of City of Carlsbad's requirements and the existing environment.
This proposal should be carefully reviewed by all parties to ensure accuracy and completeness of the information provided.

As part of the City of Carlsbad new deployment of Cisco Unified Communications project, Logicalis will lead the discovery, design, planning, and implementation of the hardware and software included in the BOM. The goal is to deploy a scalable unified architecture that enables rapid response to growing business demands while leveraging shared infrastructure resources across the business to reduce capital expenditures and operating costs.

The Enterprise UC system provides the necessary resources to deliver a comprehensive collaboration solution to all City users. The solution includes several systems and encompasses voice, collaboration, presence, and contact center capabilities. This integrated solution allows for seamless communication across all technologies.

This proposal includes the following UC applications:
- FLEX EA subscription for a 36 month term
- UC Licensing for up to 1000 users
- Jabber UC Client for up to 1000 users
- Unity Voice Mail for up to 1000 users
- Cisco Emergency Responder for up to 1000 users
- Cisco Expressway
- Singlewire Informacast Paging for up to 1000 users
- Variphy Call Accounting for up to 1000 users
- Unified Contact Center Express (ACD) for up to 25 agents

- Calabrio Call Recording

The following UCS servers will be deployed to host the UC Applications in a redundant design:
- (2) Business Edition 7K servers in the Faraday Data Center
- (1) Business Edition 7K server in the Safety Center Data Center

The following IP Endpoints will be deployed:
- (100) Cisco 8851 Phones
- (18) Key Expansion Modules
- (52) Cisco 8832 Conference Phones
- (38) Cisco 8821 Wireless Handsets
- (14) Ruggedized 8821-EX Wireless Handsets
- (125) 561 Wireless Headsets

The plan is for the city users to use the Jabber UC client (softphone) for voice connectivity wherever possible.

Cisco ISR 4000 Series Voice Gateways running SRST will be installed at 20 locations. These gateways will contain FXS & FXO analog ports. The voice gateways being installed at Faraday and Safety Center will have licensing for up to 100 SIP sessions each.

For analog station connectivity, we will deploy a combination of Analog Terminal Adaptors (ATA 192) and VG310/ VG320 gateways.

Each of the 25 locations will have a dedicated cutover date and Day-1 onsite or remote support.

All Warranty and Subscriptions in this proposal are based on a 3-year term.

This proposal does NOT include the removal of the existing Telecommunications System components.

Services Statement of Work

Professional Services
Communication & Network Services - Unified Communications Implementation
Tasks and Activities

1 Plan
- 1.1 Implementation Planning
  - 1.1.1 Review and validation of the project implementation strategy, documentation and desired outcomes
  - 1.1.2 Communications Manager data gathering including dial plan, class of service (CoS), user/phone spreadsheets and mobility requirements
  - 1.1.3 Unity Connection data gathering including CUCM integration
  - 1.1.4 Unified Attendant Console data gathering including users, queues, call routing, etc.
  - 1.1.5 Emergency Responder ("CER") data gathering including ELIN's, ERL's, etc.
  - 1.1.6 Unified Presence and Jabber data gathering
  - 1.1.7 Collaboration edge mobile and remote access data gathering
  - 1.1.8 InformaCast paging data gathering including access and zones
  - 1.1.9 Create a high-level timeline
  - 1.1.10 Define implementation details for Cisco IPT implementation
  - 1.1.11 Implementation plan creation and technical review

- 1.1.12 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 1.1.13 Implementation plan (DVIP) creation and technical review

2 Communications Manager Implementation
- 2.1 Implementation Configuration
  - 2.1.1 Configure (3) UCS server(s), install VMware, provision storage and load OVAs
  - 2.1.2 Configure and update IOS on up to (20) voice gateway(s)
  - 2.1.3 Provision up to (1) PRI's
  - 2.1.4 Configure SRST on (20) voice gateways
  - 2.1.5 Provision up to (2) SIP trunks
  - 2.1.6 CUCM configuration per implementation plan
  - 2.1.7 LDAP integration
  - 2.1.8 Import up to (25) user / phone groups
  - 2.1.9 Install and configure (7) Analog Terminal Adapters
  - 2.1.10 Installation of 50 Phone Wall Mounts
  - 2.1.11 Installation of (2) Amphenol Patch Panels
  - 2.1.12 Cross Connect (94) analog drops to analog gateways
  - 2.1.13 Integration into existing NEC System
- 2.2 Physical Device Implementation
  - 2.2.1 Install up to (28) analog central office trunks
  - 2.2.2 Install up to (66) analog stations (FXS Ports)
  - 2.2.3 Scan MAC addresses and Label (199) phones for deployment
  - 2.2.4 Rack (2) analog voice gateway(s) and patch to network
  - 2.2.5 Rack (20) voice gateway(s) and patch to network
  - 2.2.6 Placement of (217) IP phones including conference rooms and sidecars
  - 2.2.7 Tone and Tag up to (94) analog lines
  - 2.2.8 Rack (3) UCS server(s) and connect to network
- 2.3 Appliance Build
  - 2.3.1 Base CUCM installation for publisher node
  - 2.3.2 CUCM installation of (2) subscriber node(s)
  - 2.3.3 CUCM installation of (1) dedicated media resource node(s)

3 Unity Connection Implementation
- 3.1 Appliance Build
  - 3.1.1 Base CUCN publisher node installation
  - 3.1.2 CUCN subscriber node installation
- 3.2 Implementation Configuration
  - 3.2.1 CUCN configuration per implementation plan
  - 3.2.2 Configure up to (1000) voicemail boxes
  - 3.2.3 Configure up to (25) auto attendant(s) and test
  - 3.2.4 Visual voicemail configuration
  - 3.2.5 Unified Messaging configuration
  - 3.2.6 LDAP integration

4 Cisco Instant Messenger and Presence Service Implementation
- 4.1 Appliance Build
  - 4.1.1 Base CIM&P publisher node installation
  - 4.1.2 CIM&P subscriber node installation
- 4.2 Implementation Configuration
  - 4.2.1 CIM&P configuration per implementation plan
  - 4.2.2 Installation of up to (10) Jabber client(s)
  - 4.2.3 Installation of up to (5) Jabber mobile client(s)
  - 4.2.4 Configuration of up to (1000) Jabber UC Client Users

5 Cisco Emergency Responder Implementation
- 5.1 Appliance Build

- 5.1.1 CER subscriber node installation
- 5.2 Implementation Configuration
  - 5.2.1 CER configuration per implementation plan
  - 5.2.2 Configure up to (25) ERL/ELIN groups
  - 5.2.3 Telco coordination and testing of ERLs
- 6 Attendant Console Implementation
  - 6.1 Implementation Configuration
    - 6.1.1 Train up to (4) attendant console operator(s)
    - 6.1.2 UAC Standard integration with CUCM
    - 6.1.3 Installation and configuration of (4) standard attendant console(s)
- 7 InformaCast Paging Implementation
  - 7.1 Appliance Build
    - 7.1.1 Base server installation
  - 7.2 Implementation Configuration
    - 7.2.1 Configuration per implementation plan
    - 7.2.2 Installation of (23) paging gateway(s)
    - 7.2.3 Configuration of up to (25) paging zones
    - 7.2.4 Mobile Notification
- 8 Validate
  - 8.1 System Cutover
    - 8.1.1 Turn up and testing of (2) PSTN circuits
    - 8.1.2 Afterhours system cutover
    - 8.1.3 Execution of test plan following cutover
- 9 Support
  - 9.1 Knowledge Transfer
    - 9.1.1 Provide up to (75) end user training classes, for up to 15 per class
    - 9.1.2 Provide up to (24) hours of system administrator knowledge transfer
  - 9.2 Support
    - 9.2.1 Provide up to (4) hours of day-1 support either onsite or remote

Communication & Network Services - Collaboration Edge & Video

Tasks and Activities

- 1 Plan
  - 1.1 Implementation Planning
    - 1.1.1 Gather solution requirements and design for project implementation
    - 1.1.2 Define implementation details for Cisco IPT implementation
    - 1.1.3 Expressway firewall traversal design
    - 1.1.4 Implementation plan creation and technical review
- 2 Collaboration Edge & Video Implementation
  - 2.1 Appliance Build
    - 2.1.1 Deploy (2) Expressway virtual appliances
  - 2.2 Implementation Configuration
    - 2.2.1 Apply base configuration for (2) Expressway server(s)
    - 2.2.2 Configuration of Mobile and Remote Access (MRA) feature set
    - 2.2.3 Configure Call Connector on Expressway for automatic on-premises configuration of devices and registration
    - 2.2.4 Install Customer provided certs
    - 2.2.5 Build UC traversal connection between core and edge.
    - 2.2.6 With Customer's assistance, setup host and DNS SRV records
- 3 Validate
  - 3.1 System Cutover
    - 3.1.1 Execution of test plan following cutover
- 4 Support
  - 4.1 Knowledge Transfer

4.1.1 Provide up to (2) hours of system administrator knowledge transfer
4.1.2 Expressway high-level system overview and MAC review

Communication & Network Services - Contact Center

Tasks and Activities

1 Plan
- 1.1 Implementation Planning
  - 1.1.1 Gather solution requirements and design for project implementation
  - 1.1.2 UCCX data gathering
  - 1.1.3 Create a high-level timeline
  - 1.1.4 Implementation plan (DVIP) creation and technical review
  - 1.1.5 Call flow documentation

2 Contact Center Express Implementation
- 2.1 Appliance Build
  - 2.1.1 UCCX Primary server installation
  - 2.1.2 UCCX HA server installation
  - 2.1.3 Social Miner server installation
- 2.2 Implementation Configuration
  - 2.2.1 UCCX integration into CUCM
  - 2.2.2 Configure CTI and IVR ports
  - 2.2.3 Configure CUIC
  - 2.2.4 Configure UCCX subsystems
  - 2.2.5 Configuration of up to (5) teams, including supervisors
  - 2.2.6 Configure up to (4) voice queue(s)
  - 2.2.7 Configure up to (2) WebChat queue(s)
  - 2.2.8 Configure up to (2) email queue(s)
  - 2.2.9 Configure up to (1) outbound campaign(s)
  - 2.2.10 Configure email integration to supported email service
  - 2.2.11 Finesse installation and configuration of up to five Test Users
- 2.3 Implementation Scripting
  - 2.3.1 Configure up to (5) basic script(s)
  - 2.3.2 Configure up to (1) advanced script(s) and queue(s)

3 Support
- 3.1 System Cutover
  - 3.1.1 System cutover, afterhours
- 3.2 Knowledge Transfer
  - 3.2.1 Provide up to (2) end user training classes for up to 15 users per class
  - 3.2.2 Provide up to (16) hours of system administrator knowledge transfer
- 3.3 Support
  - 3.3.1 Provide up to (8) hours of day one support either onsite or remote

4 Validate
- 4.1 System Cutover
  - 4.1.1 Perform testing following approved test plan

Communication & Network Services - Route / Switch

Tasks and Activities

1 Implement
- 1.1 Implementation Configuration
  - 1.1.1 Configuration of voice vlans onto existing network
  - 1.1.2 QOS configuration for VoIP
  - 1.1.3 Configuration of up to 65 switches for IP Phones

Deliverables

• Implementation Plan

• As Built Document
• Device Configuration File
• Training Material

Call Recording (Calabrio)

- 30 Calls per day per recorded user
- 360 second average call/recording time
- 12 months audio recording retention
- Extension Mobility enabled
- Network recording
- Recordings storage provided as network location such as SAN, NAS, etc.
- Customer will provide (7) Microsoft Windows Server Std licenses (minimum 2012) and (2) Microsoft SQL Server licenses (minimum 2012)
- Active directory integration requires an admin security group in AD for QM and WFM Administrators prior to installation.
- The customer will provide storage for the audio recordings ~ 1.1TB for one 12 months
- Integration for Calabrio Call Recording and WFM up to 25 users with user training

Variphy - Call Detail Reporting

- Installation and setup of Variphy CDR Reporting
- Installation and setup of Variphy As-Built Configuration Reporting

Singlewire Informacast

- Installation of Singlewire Informacast Paging for 1000 users

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Management (High Rigor)

Planning

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Project Workbook, consisting of:
    1. Delivery Team Contact Information
    2. Project RASIC Chart
    3. Project Communication Plan
    4. Project Schedule
    5. Project Issues & Actions Log
    6. Project Change Request Log
    7. Project Risk Register Log
    8. Project Product Tracking Log

Execution

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
    1. Overall Health Status
    2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
    3. Percentage Complete
    4. Project Phase
    5. High Level Accomplishments
    6. Current Activities / Upcoming Activities
    7. Past Due Activities
    8. Project Issues
    9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring & management
- Quality management

Closing

- Project closure call
- Project Closure and Acceptance processing
- Document lessons learned, as applicable

Assumptions / Customer Responsibilities

General Assumptions

- If Customer requests Logicalis to perform remediation activities, a Project Change Request will be required.
- Customer will provide the necessary account permissions, privileges, and or credentials needed to access and/or configure resources required for this project including remote access into the environment for Logicalis consultants.
- Removal of existing NEC PBX system is NOT included.
- Customer will provide necessary VPN access
- Customer will provide all necessary VMware ESXi licensing
- Customer will provide necessary storage for Call Recording
- Customer will provide necessary Microsoft Licensing (MS Server & MS SQL)

Unified Communications Assumptions

- Signed acceptance of the Implementation Plan document developed during the Design Phase is required prior to commencement of implementation services.
- Customer will be responsible for any required NEC PBX configuration
- Customer is responsible for the ordering, installing, and testing of all data and voice circuits prior to the scheduled installation date
- Customer must ensure that all ports (voice and data) are clearly identified on both the client and IDF/MDF side.
- Customer will be responsible for porting over or forwarding numbers to the new SIP circuit.
- Customer will be required to provide a complete user list including name, extension assignment and phone type per site.
- Customer will be required to provide a complete user extension overview with usernames, passwords, AD information, extension assignments, phone types, fax assignments, modem assignments, etc.

Cisco Unity Connection Assumptions

- Signed acceptance of the Implementation Plan document developed during the Design Phase is required prior to commencement of implementation services.
- Customer responsible for providing necessary auto attendant prompts, recordings, and greetings
- Customer will be required to provide a complete user extension overview with usernames, passwords, AD information, extension assignments, phone types, fax assignments, modem assignments, etc.
- Voice mail integration is with either Microsoft Exchange or O365

Cisco Emergency Responder Assumptions

- ERL document will be uploaded to the PSAP database by the Customer.
- Signed acceptance of the Implementation Plan document developed during the Design Phase is required prior to commencement of implementation services.

- Customer will be required to provide a complete list of switches with SNMP read-only string, zones and ELINs.
- Customer will be required to provide a complete Zone and ELIN mapping with user extension and ERL assignments.
- Circuit provisioning, circuit trouble-shooting, and Customer representation to carrier vendors will be the responsibility of Customer, although Logicalis may be contracted to assist with these tasks.
- Customer is responsible for ensuring that all telecommunications circuits are installed and operational according to the functional specifications and dates required for the project.
- Customer will establish the E911 service with the Telco provider.

Cisco Jabber Assumptions

- Logicalis will configure 1000 users for use of the Jabber UC Client.
- Logicalis will demonstrate loading of client plug-ins and desktop software required on [10] PC's. Customer will be required to install the remainder of plug-ins or desktop software onto client machines.

Cisco UCCX Assumptions

- The quoted services assumes basis queuing and scripting requirements. Additional consulting time may be required for multiple queues or advanced scripting requirements and would be handled via the Logicalis Project Change Management Process.
- Customer will be required to provide a complete Supervisor/Agent overview with usernames, passwords, AD information, extension assignments, phone types, etc.
- Logicalis will load and configure Agent Desktop or Finesse software on up to 5 Customer-provided PC's or workstations. The remainder of the client software will be installed by the Customer's staff.
- Logicalis will load and configure Finesse software on up to (5) customer provided PC's or workstations. The remainder of the client software will be installed by the customer.

Call Recording Assumptions

- 30 Calls per day per recorded user
- 360 second average call/recording time
- 12 months audio recording retention
- Extension Mobility enabled
- Network recording
- Recordings storage provided as network location such as SAN, NAS, etc.
- Customer will provide (7) Microsoft Windows Server Std licenses (minimum 2012) and (2) Microsoft SQL Server licenses (minimum 2012)
- Active directory integration requires an admin security group in AD for QM and WFM Administrators prior to installation.
- The customer will provide storage for the audio recordings ~ 1.1TB for one 12 months

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. The terms of the Terms and Conditions of Sale between City of Carlsbad and Logicalis, dated 10/2/2019 are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew for the same subscription term as was originally purchased and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Terms Applicable for Services Sales

1. The terms of the Terms and Conditions of Sale between City of Carlsbad and Logicalis, dated 10/2/2019 are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Travel expenses are included in the Services prices above.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: City of Carlsbad	Accepted By: Logicalis, Inc.
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date

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End User Information Form

For End Users of the Cisco Flex Plans

To purchase the Cisco Collaboration Flex Plan or Cisco Spark Flex Plan under the Enterprise Agreement ("EA") or Active User ("AU") buying models for you and your Participating Affiliate(s), an authorized representative of the End User must complete this form in its entirety and sign it. This form will be used for provisioning and entitlement under the Flex Plan, as well as to ensure that you understand the terms of use that apply to your Flex Plan. Cisco will provide a quote to your reseller for the selected buying model, based upon the information that you provide in this form. Your reseller will in turn provide a quote to you. **Your signature is required on this form prior to receiving access to the program.**

End User Overview

Defined Terms Used in This Section

"**Participating Affiliates**" means Your Affiliates whose Meter counts are included on the EUIF.

"**Affiliate**" means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. "**Control**" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (*e.g.*, a contract that allows control).

"**End User**", "**You**" or "**Your**" mean the final purchasing entity as identified on the EUIF.

End User Information	
End User's full legal name	City of Carlsbad
Address of End User's principal place of business	

Participating Affiliates
Cisco requires any Participating Affiliate(s) for which you are purchasing coverage to be included in this End User Information Form. Cisco relies on this list to define the scope of the agreement, ensure accurate pricing, as well as effective provisioning and support.
Participating Affiliate(s)
☐ None ☐ Only listed Participating Affiliates (to be recorded immediately below)
Participating Affiliates

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Cisco Collaboration

Additional Defined Terms Used in This Section

"**Employees**" means full or part-time employees of You and Your Participating Affiliates.

"**Contractors**" means non-Employees who (i) work on Your or Your Participating Affiliates' behalf, (ii) whose work is under Your or Your Participating Affiliates' control or supervision pursuant to a consulting, staffing or other similar written contract, and (iii) have access to Your or Your Participating Affiliates' systems or networks in the ordinary course of providing their services to You or Your Participating Affiliates.

"**Knowledge Workers**" means You and Your Participating Affiliates' Employees and Contractors who utilize devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

Your Suite(s) purchased under the Flex Plan
Cisco requires customers purchasing Enterprise Agreement or Active User to complete and sign this End User Information form. You will have access to the Software and/or Services in the Suite(s) you purchase and which are identified on your EUIF.
☐ Meetings Enterprise Agreement ☐ Meetings Active User ☐ Calling Enterprise Agreement

Knowledge Worker Count Worksheet

Cisco Flex Plan EA or AU Offers	Value
Total quantity of Employees of the End User and Participating Affiliates	a.
+ Total quantity of Contractors of the End User and Participating Affiliates	b.
= Total Employees and Contractors (add a. and b.)	c.
Function name and respective quantity of Employees and Contractors that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of Employees and Contractors that are not considered as Knowledge Workers	d.
= Knowledge Worker count (subtract d. from c.)	e.

Cisco Collaboration Flex Plan Education EA only	Value
Total quantity of faculty/staff (Knowledge Workers) at educational institution	a.
Function name and respective quantity of faculty/staff that are not considered as Knowledge Workers	
+ Function 1	
+ Function 2	
+ Function 3	
= Sum of the total quantity of faculty/staff that are not considered as Knowledge Workers	b.
= Knowledge Worker faculty/staff count (subtract b. from a.)	c.
Total quantity of students at educational institution (expected to have access to Meetings) - These are not part of the Knowledge Worker count.	

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End User Information Form Acceptance

THE UNDERSIGNED REPRESENTS THAT THEY ARE AUTHORIZED TO SIGN THIS FORM ON THE END USER'S BEHALF AND THAT THE INFORMATION PROVIDED, INCLUDING METER COUNTS FOR THE END USER AND ITS PARTICIPATING AFFILIATES, IS ACCURATE AS OF THE DATE OF SIGNATURE. THE UNDERSIGNED UNDERSTANDS THAT THE APPROVED SOURCE RELIES UPON THE INFORMATION PROVIDED IN THIS FORM TO ESTABLISH THE PRICE QUOTE FOR THE END USER'S PURCHASE.

FOR CISCO COLLABORATION FLEX PLAN AU or CISCO COLLABORATION SPARK AU: I UNDERSTAND THAT IN THE EVENT OF PURCHASE TERMS APPLY TO THE INCLUDED SOFTWARE AND SERVICES.

FOR FLEX PLAN EA: I HAVE READ THE ENTERPRISE AGREEMENT PROGRAM TERMS ("PROGRAM TERMS") INCLUDED BELOW, AND UNDERSTAND THAT IN THE EVENT OF AN EA PURCHASE, THESE PROGRAM TERMS APPLY TO THE SOFTWARE AND SERVICES AS DESCRIBED IN THE PROGRAM TERMS.

Full Legal Name of the End User Organization (e.g., company, government entity) You Represent	
Last Name, First Name	
Title	
Date	x___EUIF_DATE___
End User Authorized Representative Signature	x___EUIF_SIGN___

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Cisco Enterprise Agreement Program Terms and Conditions for End Users

These terms and conditions together with the applicable Enrollment Descriptions and EUIF (collectively, "**EA Program Terms**") govern any Suites that You order under the Cisco Enterprise Agreement Program ("**Purchased Suites**"). The EA Program Terms do not modify the terms of any Cisco products or services You purchase outside of the Cisco Enterprise Agreement Program.

By signing these terms and conditions You agree to the EA Program Terms and the Licensing Documents. If You do not agree to the EA Program Terms or Licensing Documents, You may not Consume the Software or Cloud Services. Notwithstanding the foregoing, You are not obligated to make a purchase by entering into the EA Program Terms, and neither the EA Program Terms nor the Licensing Documents will apply until You place an order as further described in section 1, below.

1. **Orders.** To purchase Suites under the EA Program Terms, You must first submit the applicable EUIF and Enrollment Description signed by Your authorized representative to the Approved Source. The EUIF must list: (a) Your Participating Affiliates; (b) the Purchased Suites; (c) the Suite Term; and (d) accurate Meter counts for You and all Participating Affiliates. You will then be required to place an order for the Purchased Suites according to the process set forth in Your purchasing agreement with the Approved Source.

2. **Access To Purchased Suites.** Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates the right to Consume the Purchased Suites during the Suite Term via the EA Workspace or as otherwise set forth in the applicable Enrollment Description. You must pay for all Software and Cloud Services Consumed. You are responsible for keeping all login credentials to the EA Workspace secure and for the actions of any individual You or a Participating Affiliate authorize to access the EA Workspace, including payment for any Software or Cloud Services Consumed by such individuals.

3. **Enterprise-wide Commitment.** The Approved Source relies on the information You provide in the EUIF to establish the Enterprise-wide Commitment. During the Suite Term, Your payment obligation related to the Enterprise-wide Commitment may increase as a result of any of the following: (a) You exceed the Initial Growth Cap (as described in section 5); (b) You exceed the Initial Entitlement or the previous year's Entitlement subject to a True Forward (as described in section 6); or (c) You purchase an additional Suite (as described in section 9).

4. **Term & Termination.**

   a. **Term.** The Term of the EA Program Terms will commence on the date of signature below and continue so long as there is an active Purchased Suite, unless earlier terminated in accordance with section 4(c)(i), below.

   b. **Suite Term.** The Suite Term for each Purchased Suite will commence on the Suite Start Date and last for the period set forth in the EUIF, unless terminated in accordance with section 4(c)(i), below.

   c. **Termination.**

      i. Either party may terminate the EA Program Terms or a Purchased Suite if the other party materially breaches the EA Program Terms and does not cure the breach within 30 days of written notice of the breach.

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ii. In the event of Your uncured material breach of the EA Program Terms for non-payment of fees to the Approved Source, Cisco may, in lieu of termination of the Program Terms pursuant to section 4(c)(i), suspend Your right to Consume the Software and Cloud Services in the Purchased Suite and suspend Your access to the EA Workspace, until Your breach has been cured.

iii. In the event of Your termination for Cisco's uncured material breach of the EA Program Terms, Cisco will refund to the Approved Source (or You, if You purchased directly from Cisco) any fees You paid covering the period after the effective date of termination.

iv. Other than as provided in this section 4 and to the extent permitted by law, the EA Program Terms and any orders placed thereunder are non-cancellable and may not be terminated.

d. **Effect of Termination; End of Suite Term.** Upon termination or at the end of the Suite Term:

i. The following rights will terminate with respect to the Purchased Suites: (1) Your right to Consume Cloud Services and Software; (2) Your right to access the EA Workspace; (3) Your right to receive Support Services; and

ii. You must destroy the product activation keys (PAKs) provided in connection with the Purchased Suites.

5. **Initial Growth Cap.** If You exceed the Initial Growth Cap during the first six months of the Suite Term, the Approved Source may charge You for such Consumption above the Initial Growth Cap. If the Purchased Suite includes a Growth Allowance (described in the applicable Enrollment Description), the Growth Allowance cannot be used to offset fees for exceeding the Initial Growth Cap.

6. **True Forward.**

a. Cisco performs a True Forward for the Purchased Suites on each anniversary of the Suite Start Date. On the first anniversary of the Suite Start Date, if You have exceeded the Initial Entitlement, the Approved Source will charge You for the Consumption above the Initial Entitlement through the remainder of the Suite Term. On each subsequent anniversary of the Suite Start Date, the Approved Source will charge You for any Consumption above the previous year's Entitlement through the remainder of the Suite Term.

b. Your True Forward payment obligation for each Purchased Suite will be calculated by comparing Your Consumption of Software and Cloud Services to Your Entitlement for the previous year. Any payment owed to the Approved Source will be determined as follows and reflected in the price quote from the Approved source: the unit price less any applicable discount or incentive multiplied by the quantity by which You exceeded Your then-current Entitlement. The price used to calculate any True Forward fees will be established when You place the order for each Purchased Suite.

c. For some Suites, a portion of Your True Forward payment obligation may be offset by the residual value remaining in Software or Cloud Services in the same Suite. This process is called value shift, and the applicable Enrollment Description indicates whether and to the extent value shift applies to a given Suite.

d. There is no fee for exceeding the Entitlement in the final year of the Suite Term.

7. **Updates to Purchased Suites.** Cisco may enhance or refine the Purchased Suites at no additional cost to You. Such updates will not materially reduce the core functionality of the Purchased Suites.

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8. **End of Life.** Notwithstanding anything in the EA Program Terms to the contrary, Cisco reserves the right to discontinue a Suite with at least three years' prior notice. If a Purchased Suite is discontinued, Cisco will either: (a) provide You a substantially similar replacement Suite for the remainder of the Suite Term; or (b) issue a credit to the Approved Source (or You, if You purchased directly from Cisco) for any fees You paid for the Purchased Suite covering the period after the last date such Purchased Suite is available for You to Consume. Such credit can be applied towards the future purchase of Cisco products and services.

9. **Purchasing Additional Suites.** You may purchase additional Suites by submitting a new EUIF and order to the Approved Source. Additional Suites may co-terminate with a pre-existing Purchased Suite provided there are at least 12 months remaining in the Suite Term of such pre-existing Purchased Suite. Otherwise, additional Purchased Suites will be given a new Suite Term and will be subject to the then-current EA Program Terms in accordance with section 10, below.

10. **Modifications.** As our business evolves, Cisco may modify the EA Program Terms. Updated EA Program Terms do not apply to pre-existing Purchased Suites or to future orders that co-terminate to a pre-existing Purchased Suite, which will be governed by the version of the EA Program Terms already in effect for the pre-existing Purchased Suite.

11. **Participating Affiliates.** You are responsible for Your Participating Affiliates' compliance with the EA Program Terms.

12. **Support Services.** Basic Support Services are included in the price of the Purchased Suite and described in the applicable Enrollment Description and Licensing Documents. Higher levels of Support Services may be available for You to purchase and, if You elect to do so, will be described in documentation provided to You at the time of purchase.

13. **Importation Fee for Embedded Software.** For Purchased Suites that include Embedded Software, the value of Embedded Software will be deducted from the purchase price of the related Cisco hardware. If You are required to pay an Importation Fee, Your jurisdiction may use the value of both the hardware and Embedded Software to calculate the Importation Fee. Accordingly, the Importation Fee on the value of the combined products may be higher than if calculated solely using the price of the hardware.

14. **Delivery of Embedded Software.** Embedded Software is delivered pre-installed on Cisco hardware to the address provided on the purchase order for the Cisco hardware. Your use of the smart licensing account Cisco designates for the Embedded Software will ensure accurate pricing of the Embedded Software.

15. **No Assignment & Transfer.** Neither the EA Program Terms, nor any right or obligation herein may be assigned or transferred by a party (including under Cisco's Software Transfer and Relicensing Policy) without the other party's prior written consent, which may not be unreasonably conditioned, withheld, or delayed. Any attempted assignment without the other party's consent shall be void and of no effect. Notwithstanding the foregoing, Cisco may assign the EA Program Terms and any right or obligation herein to a Cisco Affiliate without Your consent.

16. **Verification.** Upon reasonable request from Cisco, You will assist Cisco in verifying the quantity of Software and Cloud Services that You have Consumed. If the verification discloses Consumption above Your then-current Entitlement, the Approved Source will charge You for the excess Consumption in accordance with the EA Program Terms.

17. **Combined Discounts.** The pricing, discounts, and other incentives offered in connection with a Purchased Suite may not be combined with any other price reductions, discounts, promotional pricing, rebates, credits, trade-in, or other pricing programs or incentives offered by Cisco unless expressly agreed by Cisco in writing.

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18. **Entire Agreement.** The EA Program Terms constitute the entire agreement between the parties concerning the Cisco Enterprise Agreement Program and supersede all prior oral or written communications between the parties concerning the program.

19. **Order of Precedence.** The documents comprising the EA Program Terms are complimentary, and to the extent possible, construed and interpreted consistently. In the event of an inconsistency, conflict, or ambiguity between the EA Program Terms, the order of precedence for any Purchased Suite is first the EUIF, then the Enrollment Description, and then these terms and conditions. The EA Program Terms take precedent over the applicable Licensing Documents.

20. **Definitions.**

    a. "**Affiliate**" means, with respect to a party, any entity that directly or indirectly Controls, or is Controlled by, or is under common Control with such party. "**Control**" means to: (a) own more than 50% of the relevant party; or (b) be able to direct the affairs of the relevant party through any lawful means (*e.g.*, a contract that allows control).

    b. "**Approved Source**" means Cisco or a Cisco authorized reseller, distributor, or systems integrator.

    c. "**Cisco**" means Cisco Systems, Inc. or its applicable Affiliate delivering the EA Program Terms.

    d. "**Cloud Service**" means the Cisco hosted software-as-a-service listed in the applicable Enrollment Description.

    e. "**Consume**" or "**Consumption**" means to download, install, activate, provision, enable, or otherwise access Software or Cloud Services.

    f. "**EA Program**" has the meaning given to it in the introductory paragraph.

    g. "**EA Program Terms**" has the meaning given to it in the introductory paragraph.

    h. "**EA Workspace**" means the portal from where You Consume Software and Cloud Services and view and manage Your Entitlement.

    i. "**Embedded Software**" means Software that is delivered on newly purchased Cisco hardware.

    j. "**End User**," "**You**," or "**Your**" means the final purchasing entity as identified on the EUIF.

    k. "**Enterprise-wide Commitment**" means Your purchase commitment in the Purchased Suite for You and all Participating Affiliates, as reflected on the EUIF.

    l. "**Entitlement**" means, at any point in time during the Suite Term, the type and quantity of Software and Services as determined by the Meter counts for which You have already paid the applicable fees to the Approved Source.

    m. "**Enrollment**" means a combination of Suites belonging to the same Cisco product family. Cisco DNA, Cisco Data Center, Cisco Security Choice, Cisco Meraki, and Cisco Collaboration Flex Plan each represent an Enrollment.

    n. "**Enrollment Description**" means the supplemental program terms and description governing an Enrollment.

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o. **"EUIF"** means the End User Information Form for the Purchased Suite.

p. "**EULA**" mean's Cisco End User License Agreement, available at cisco.com/go/eula.

q. "**Growth Allowance**" means the right to exceed the Initial Entitlement without incurring additional fees as set forth in the applicable Enrollment Description.

r. "**Importation Fee**" means an import duty or tax on the purchase of Cisco hardware.

s. "**Initial Entitlement**" means Your Entitlement at the start of the Suite Term as determined by the Meter counts for You and all Participating Affiliates provided on the EUIF.

t. "**Initial Growth Cap**" means 105% of the Initial Entitlement.

u. "**Licensing Documents**" means the EULA and SEULAs for the Software and UCA and ODs for the Cloud Services in the Purchased Suites (or similar terms existing between You and Cisco). The applicable Licensing Documents are listed in the Enrollment Description for each Purchased Suite.

v. "**Meter**" means the unit of measurement for Software or Cloud Services Consumption.

w. "**OD**" means the offer description and supplemental licensing terms governing Cloud Services.

x. "**Participating Affiliates**" means Your Affiliates whose Meter counts are included on the EUIF.

y. "**Purchased Suites**" has the meaning given to it in the introductory paragraph.

z. "**Services**" means both Cloud Services and Support Services.

aa. "**SEULA**" means the supplemental licensing terms governing Software.

bb. "**Software**" means the Cisco software listed in the applicable Enrollment Description.

cc. "**Suite**" means a combination of Software and Services in an Enrollment.

dd. "**Suite Start Date**" means, with respect to each Purchased Suite, the earliest date any Software or Cloud Service in the Purchased Suite is made available for You to Consume.

ee. "**Suite Term**" means, with respect to each Purchased Suite, the duration of the Purchased Suite.

ff. "**Support Services**" means maintenance, technical assistance, or other support provided for the Software and Cloud Services in a Purchased Suite.

gg. "**Term**" means the duration of the EA Program Terms.

hh. "**True Forward**" means an annual adjustment to account for exceeding the previous year's Entitlement.

ii. "**UCA**" means Cisco's Universal Cloud Agreement, available at cisco.com/go/uca.

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Cisco Collaboration Flex Plan Enrollment Description & Supplemental EA Program Terms

This Enrollment Description lists the available Suites and additional terms and conditions that apply to the Cisco Collaboration Flex Plan Enrollment. You may purchase any or all of the Suites available under the Cisco Collaboration Flex Plan Enrollment, but the collection of Software and Cloud Services that comprise a Suite may not be modified.

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Calling Enterprise Agreement	Cisco Webex Teams	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	Cisco Webex Calling; or Cisco Webex Calling for SP; or Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service		
	UCM Cloud Calling	Cloud Service		
	Partner-Hosted Unified Communications Calling	Software		
	On-Premises Unified Communications Manager Calling	Software		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement	Cisco Meeting Server	Software	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker; Student
	Cisco Webex Meetings	Cloud Service		
	Cisco Webex Teams	Cloud Service		

Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan for Education Calling Enterprise Agreement	Cisco Webex Calling (formerly Cisco Spark Call)	Cloud Service	Cisco Collaboration Flex Plan OD; UCA; EULA	Deployed Knowledge Worker
	On-Premises Unified Communications Manager Calling	Software		

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Suite	Included Licenses	License Type	Licensing Documents	Meter
Cisco Collaboration Flex Plan Enterprise Agreement for Public Sector	Cisco FedRAMP Webex Meetings	Cloud Service	Cisco Collaboration Flex Plan OD; UCA	Deployed Knowledge Worker
	Unified Communications Manager Cloud for Government	Cloud Service		

Supplemental Terms and Conditions

Applicable Meters

The Meter for the Cisco Collaboration Flex Plan Enrollment is the number of Deployed Knowledge Workers.

"**Deployed Knowledge Worker**" means a Knowledge Worker who has a profile configured within the Software or Cloud Service provisioning platform and associates that profile with the applicable desk phone, Jabber client, Webex Teams client, mobile phone, video device, or personal computing device. You must assign each Knowledge Worker a cloud, on-premises, or hosted account to be treated as a single Deployed Knowledge Worker. A Knowledge Worker who is assigned more than one configuration (cloud, on-premises, or hosted) will be counted as multiple Deployed Knowledge Workers. If at any time during the Term You change a Deployed Knowledge Worker's deployment type, You may be required to pay additional applicable fees immediately upon such change. "**Knowledge Worker**" means an employee or contractor who utilizes devices capable of running the Software, Cloud Services, or related browser plug-ins as part of their job duties.

If You purchase the Cisco Collaboration Flex Plan for Education Meetings Enterprise Agreement Suite, Your Students may Consume the Purchased Suite free of charge. "**Student**" means an individual who is currently enrolled or registered at Your institution for academic study on a full- or part-time basis. Employees, contractors, alumni, former students, prospective students, and students on an extended leave or indefinite absence are not considered Students. You will be required to provide a Student count on the EUIF. Thirty days prior to the True Forward event, you or your Reseller must update your order to reflect the number of Students provisioned at that time, which will be used to determine if you have exceeded your Growth Allowance. Failure to update your subscription will result in the additional Students being counted as Deployed Knowledge Workers for purposes of the True Forward.

Access to Purchased Suites

The Cisco Collaboration Flex Plan Enrollment does not utilize the EA Workspace. Subject to Your payment of the applicable fees to the Approved Source, Cisco will grant You and all Participating Affiliates access to the Purchased Suites via automated integrated electronic delivery tools and email notification to the point of contact designated in the order.

Purchasing Additional Suites

During the Suite Term, You may add another Cisco Collaboration Flex Plan Suite without submitting a new EUIF.

Common Area Licenses

Common area licenses are calling licenses not associated with Knowledge Workers that are intended to be used in lobbies, conference rooms, and other public spaces. If Your Consumption of common area licenses exceeds 50% of Your then-current Deployed Knowledge Worker count, the Approved Source may charge You for such excess Consumption.

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Term and Termination

At the end of the Suite Term, the Purchased Suite will automatically renew for one year (a "**Renewal Suite Term**") unless: (a) You elect on the order not to auto-renew; or (b) at least 30 days before the end of then-current Suite Term, You notify the Approved Source of Your intention not to renew the Purchased Suite. If the Growth Allowance has not been exceeded, the Purchased Suite will renew for the Knowledge Worker count on the EUIF. If the Growth Allowance has been exceeded, the Purchased Suite will renew for the Deployed Knowledge Worker count at the end of the then-current Suite Term.

Notwithstanding the foregoing, the Approved Source will notify You of any fee changes reasonably in advance of the Renewal Term. The new fees will apply for the upcoming Renewal Term unless You notify the Approved Source that You do not accept the fee changes before the next Suite Start Date.

Growth Allowance

The Growth Allowance for the Cisco Collaboration Flex Plan Enrollment is 20%. During the Suite Term, You may Consume up to 120% of the Initial Entitlement without incurring any additional charges. The True Forward is calculated once You exceed the Growth Allowance. For clarity, if You exceed the Initial Entitlement but do not exceed the Growth Allowance, You will not incur any True Forward charges.

Support Services

The basic Support Services are set forth in the Cisco Collaboration Flex Plan OD.

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Exhibit 3

City of Carlsbad

Memorandum

July 13, 2020

To: Cheryl Gerhardt, Purchasing Officer
From: Joe Stephenson, IT Operations Manager
Via: Maria Callander, IT Director
Re: Approve the cooperative use of the NASPO ValuePoint agreement with Logicalis, LLC.

Dear Cheryl,

The IT Department would like to cooperatively use the NASPO ValuePoint Master Agreement #AR233 (14-19) and Cisco Participating Addendum CA #7-14-70-04 contract with Logicalis, LLC to provide for the purchase of products and services needed to implement a unified communications platform to replace our outdated phone system.

This request is in the best interest of the City of Carlsbad as the city has standardized on Cisco networking hardware and Logicalis is a preferred vendor with Cisco. Additionally, Logicalis has worked with the city on other past projects that provides them unique understanding of our systems and goals.

Additionally, the city will also be simultaneously implementing the Digital Information Network, already approved by council, in parallel to this project. Purchasing from Logicalis will make coordination more effective.

Logicalis is a full-service vendor that provides for the procurement of software, hardware, licenses, support, maintenance and professional services for many of the IT Department's needs.

Information Technology Department
1635 Faraday Ave | Carlsbad, CA 92008 | 760-602-2450 t

Thank you for your consideration. Please let me know if I can answer any further questions.

JS:bg

Approval for Exemption

Cheryl Gerhardt

Cheryl Gerhardt, Purchasing Officer

CC: Maria Callander, IT Department Director
Cindie McMahon, Assistant City Attorney
Brent Gerber, Senior Management Analyst
Shea Sainz, Senior Contract Administrator