

**AGREEMENT TO PURCHASE PARKING METER
EQUIPMENT AND RELATED SERVICES**

This Agreement To Purchase Parking Meter Equipment And Related Services ("Agreement") is made effective retro-actively to March 21, 2018 (the "Effective Date"), by and between the City of Santa Fe, NM, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of New Mexico with the power to carry on its business as it is now being conducted under the statutes of the State of New Mexico and the Charter of the City of Santa Fe.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business, in the State of California. In addition IPS is authorized to and conducts business in the State of New Mexico. IPS markets and supports a certain web-based system and operating system software known as the IPS Data Management System (the "DMS").
- C. City seeks to continue using the IPS smart parking meters system for use by the City's Parking Operations pursuant to the terms and conditions of this contract.
- D. IPS has duly performed all prior work for the City regarding parking meters and related services, pursuant to the prior contract, and there are no known claims related to the prior contract. As this contract shall now replace any and all prior contract(s), and to prevent any doubt, the City waives any and all claims, which it has or may have against the IPS arising out of or in connection with the IPS's execution of the prior contract.
- E. City and IPS desire to enter into this Agreement for IPS to provide continuing services of the single space parking meters and related equipment (the "Equipment") in conjunction with the IPS Data Management System (DMS) (collectively, "IPS Equipment and Software") to the City upon the terms and conditions set forth below.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Term of Agreement.

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of three (3) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 2 additional one (1) year increments, for a total period not to exceed five (5) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

2. IPS Services.

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services ("Services") described in Attachment A.

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

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of the Services, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order.
- 3.4. Notify IPS of any need for warranty repair work and coordinate the return process with IPS
- 3.5. Provide first line of preventative maintenance for all meter mechanisms for the term of this Agreement.
- 3.6. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws
- 3.7. Use the Equipment in the proper manner and comply with and conform to all national, state, and local laws and regulations in any way relating to the possession, use or maintenance of such equipment.
- 3.8. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using a City designated third party provider.

4. Equipment Delivery and Installation.

- 4.1. When ordered, IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Coordinated installation of all Equipment will take place during standard business hours.
- 4.3. City staff, in conjunction with IPS staff, will inspect parking meter equipment following installation to ensure proper installation and operation. Unless otherwise notified in writing, the Equipment shall be deemed accepted at the time of installation of the Equipment, but no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

5. Compensation

- 5.1. The City will compensate IPS for the purchase of IPS Equipment and Software, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. Notwithstanding anything to the contrary stated elsewhere, payment for the Equipment shall be due and paid upon delivery of each batch of Equipment (if part deliveries are permitted in the Agreement) to the City.

- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and that invoices for which no such notification is made within 10 business days after receipt of the invoice shall be deemed accepted by the City.
- 5.5. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing.
- 5.6. Pricing shall remain fixed during the Initial Term after the effective date of this Agreement. After this initial period, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.

6. Risk and Title.

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall pass to City upon payment.

7. Warranties.

- 7.1. IPS shall provide a limited 12-month warranty on all newly purchased Equipment as described in Attachment A, IPS Limited Warranty, on all Equipment. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

8. Intellectual Property and Confidential Information.

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Software being used by the City.
- 8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Software. Such rights and licenses are non-assignable, non-transferable and non-exclusive, and specific only to use within the City for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property, and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.
- 8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act, and the like. Therefore, the City agrees that it shall not knowingly agree, assist, or sell any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law.
- 8.5. The provisions of this Section will survive expiration or termination of this Agreement.

9. Dispute Resolution.

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

10. Termination of Agreement.

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

11. Insurance.

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

11.2. Commercial General Liability.

- 11.2.1. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

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

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

- 11.3.1. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

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

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

11.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

- 11.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 11.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 11.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

12. Defense and Indemnification.

- 12.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 12.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 12.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 12.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 12.5. Limits of Liability: NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR

OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE CONTRACT VALUE OR THE INSURANCE LIMITS AS SET FORTH IN THIS AGREEMENT.

13. Liens and Taxes.

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

14. Notices.

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

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

City:
City of Santa Fe Parking Division
500 Market St. Suite 200
Santa Fe, NM 87501
Attn: Sara Smith
sjsmith@ci.santa-fe.nm.gov
tel: 505-955-6674

15. Relationship of the Parties and Third Party Beneficiaries.

- 15.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. Assignment.

- 16.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 16.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or

indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

17. General Provisions.

- 17.1. **Waiver.** A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 17.2. **Non-Discrimination.** During the term of this Agreement, IPS shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by IPS hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status or as applicable by law.
- 17.3. **Records.** IPS shall maintain, throughout the term of the Agreement and for a period of three years thereafter, detailed records of services rendered and payments received. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.
- 17.4. **Modification or Amendment.** No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 17.5. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 17.6. **Integration.** This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.
- 17.7. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of New Mexico, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations of the City of Santa Fe.
- 17.8. **Venue and Jurisdiction.** The City and IPS agree that the venue shall be in New Mexico. Any action arising out of this Agreement may only be brought in either a federal to state court of competent jurisdiction, as appropriate, in New Mexico. The parties agree that venue exists in either court. Any action or suite commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

- 17.9. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.
- 17.10. Severability. If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 17.11. Authorization. Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 17.12. Determination. Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 17.13. Binding Document. The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 17.14. Section Headings. All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 17.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

18. Termination.

- 18.1. This Agreement may be terminated by the City upon 30 days written notice.

19. New Mexico Tort Claims Act.

- 19.1. Any liability incurred by the CITY in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The CITY and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive

sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

20. Appropriations.

20.1. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CITY, this Agreement shall terminate upon written notice being given by the CITY to IPS. The CITY's decision as to whether sufficient appropriations are available shall be accepted by IPS and shall be final.

21. Release.

21.1. IPS, upon acceptance of final payment of the amount due under this Agreement, releases the CITY, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. IPS agrees not to purport to bind the CITY to any obligation not assumed herein by the CITY unless IPS has express written authority to do so, and then only within the strict limits of that authority.

22. Third Party Beneficiaries.

22.1. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the CITY and the IPS. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

23. Severability.

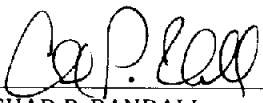
23.1. In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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

CITY OF SANTA FE

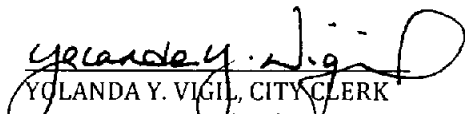
IPS GROUP, INC.,
a Pennsylvania Corporation

By: 
ALAN WEBBER, MAYOR

By: 
CHAD P. RANDALL
CHIEF OPERATING OFFICER

ATTEST:

IPS CRS # 03-279538-00-6
Business License # 18-00123189


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 10/31/18

APPROVED AS TO FORM:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


MARY MCCOY, FINANCE DIRECTOR *AM*

~~52154.561750~~ 510310
Business Unit / Line Item

ATTACHMENT A

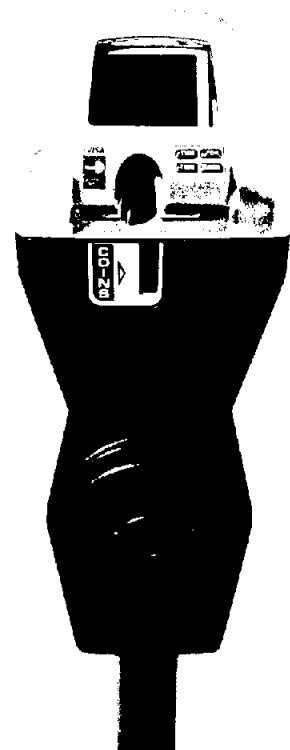
SCOPE OF SERVICES

M3™ or M5™ Single-Space Meter

IPS single-space meters provide customers and their patrons with a simple and consistent parking user experience which is more cost-effective, customer-friendly, and more reliable than alternatives. The patented IPS solution uniquely provides a credit card enabled single-space meter. IPS smart meters offer multiple payment options (credit/debit card, optional contactless payment on M5™, coins, smart card, and tokens), access to real-time data, solar power technology, and a comprehensive web-based management system.

Primary Features/Benefits:

- Mechanism is protected by zinc alloy meter dome and UV resistant, anti-fog Lexan cover
- Keypad has four easy-to-read buttons for intuitive payment navigation—rated at more than 250,000 cycles
- LED lights on front and back of meter alert enforcement officers of meter status: paid (green), unpaid (red), and meter fault (yellow – M5 only)
- Vandal resistant coin slot/chute allows for worry-free operation and quick servicing
- Environmentally-friendly solar panel and combination rechargeable/back-up battery pack maximize ongoing power
- Proven ability to operate under varying environmental conditions such as snow, sleet, rain, humidity, dust storms, extreme cold, and extreme heat
- RFID technology automatically identifies the meter location and downloads the correct operating configurations
- (M5 meter version pictured here)



MS1™ Pay Station

The MS1™ pay station is the latest generation of unattended payment systems from IPS Group. The MS1™ incorporates the unique features of the Proven™ IPS single-space platform, while offering customer focused features such as IntelliTouch™ transaction processing. The MS1™ features robust hardware design, which includes a stainless steel cabinet and scratch-resistant armored glass.

Primary Features/Benefits:

- **Flexibility:** The MS1™ is available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panel and combination rechargeable and back-up battery pack to maximize ongoing power.
- **Customization:** Configurable buttons available for help screens, alternative languages, max time, and more.
- **Guaranteed Quality:** High security stainless steel housing with weather and graffiti-resistant powder coating make it both durable and easy to maintain.
- **Improved Visibility:** Blue LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Interface:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order. The MS1™ will then guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to DMS.
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.

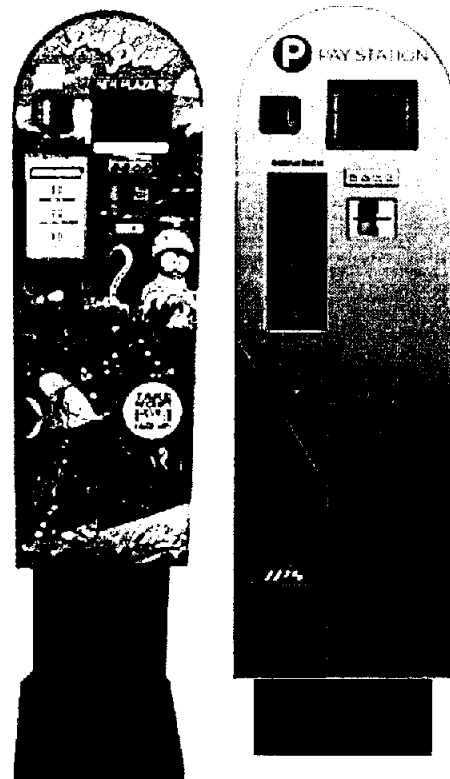


Revolution™ Upgrade Kits

The IPS Revolution™ Retrofit Kits are designed to retrofit outdated multi-space meter technology with IPS state-of-the-art parts. Installation will be seamless and will maximize the City's existing hardware while providing enhanced payment options and allowing integration with the IPS backed Data Management System (DMS).

Primary Features/Benefits:

- **Flexibility:** The upgrade kits are available in pay-by-space, pay-and-display, and pay-by-plate models. A simple change of the keypad and a firmware update are all that are required to support the different modes.
- **Unparalleled Power Efficiency:** Powered by environmentally-friendly solar panels and combination battery packs to maximize ongoing power.
- **Customization:** Configurable buttons include help screens, alternative languages, max time, and more.
- **Improved Visibility:** LED lighting above the display provides enhanced visibility for motorists, technicians, and collections staff.
- **Customer-Friendly Features:** IntelliTouch™ provides additional flexibility when completing a transaction. Users may begin the payment sequence in any order after which the pay station will guide them through the transaction.
- **Dependability:** Pay stations communicate wirelessly on the GPRS/3G cellular network, ensuring fast and reliable communications while processing secure credit card authorizations, wireless downloads of rates and messages, and transmissions to the Data Management System (DMS).
- **Easy Maintenance:** Modularly designed with the technician in mind for easy plug-and-play maintenance.
- **Future-proof Design:** IPS Group's open interface provides seamless integration with third-party systems, such as enforcement, permitting, and ANPR (automatic number plate recognition) in order to further optimize parking operations.
- **NOTE:** Upgrade kit for Digital Luke 1 pictured here. Other makes and models are available.



Vehicle Detection Sensors

IPS Vehicle Detection Sensors reliably detect the presence and absence of a vehicle in a parking space, while recording arrival and departure times. IPS sensor data integrates seamlessly with the IPS data management system and third-party enforcement applications, creating a powerful system for monitoring real-time occupancy and analyzing parking trends. The IPS sensor uniquely directs all sensing information to the IPS parking meter cellular communications backbone, saving customers the hassle of installing additional network equipment and dramatically reducing the cost of ownership. The IPS sensor uses multiple sensing technologies to detect vehicles. Its unique design provides the most accurate data on the sensor market and allows for quick installation and servicing.

Benefits of IPS Sensors

- Ability to reset the meter to zero when a vehicle leaves the parking space.
- Ability to prevent meter feeding, thereby generating turnover.
- Ability to offer courtesy time resulting in positive public perception of the meters.
- Access to real-time occupancy data.
- Installed under the ground or in the meter dome, eliminating the need for additional infrastructure.
- Proven to increase revenue.

Dome Mount (M5 only)

- Non-intrusive installation—sensor is integrated directly into the meter dome
- Easy access for maintenance and/or replacement
- Configuration for any parking environment
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

In Ground (M3 or M5)

- Underground sensor contains both power source and antenna for a completely wireless solution
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required

Pole Mount (M5 only)

- Non-intrusive installation—sensor is mounted on the meter pole
- Easy access for maintenance and/or replacement
- Wireless connection to the IPS meter via cellular network—no additional infrastructure required



Data Management System

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

REPORTING & ANALYTICS

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

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

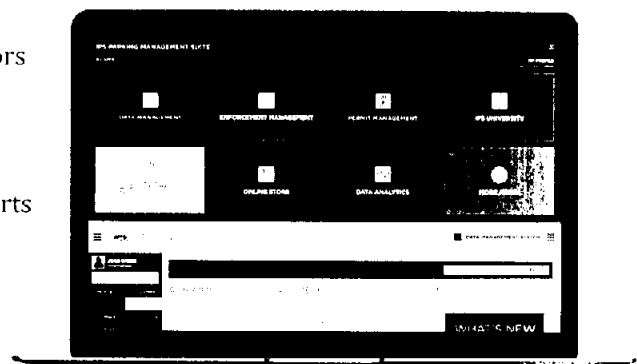
SEAMLESS INTEGRATION

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

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

PRIMARY FEATURES

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

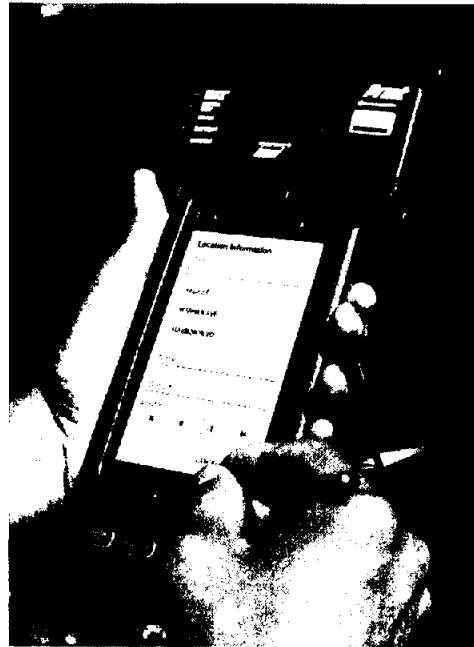


CITATION ISSUANCE

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

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

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:



Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system

Enforcement Management System

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle. An officer can monitor the citation processing status from the application, including collections and communication with citizens. Officers also have the ability to void a ticket in the field if necessary through EMS without incurring a cost per citation. The application also offers reporting capabilities for officers to generate monthly or on-demand reports.

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

Features at-a-glance

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

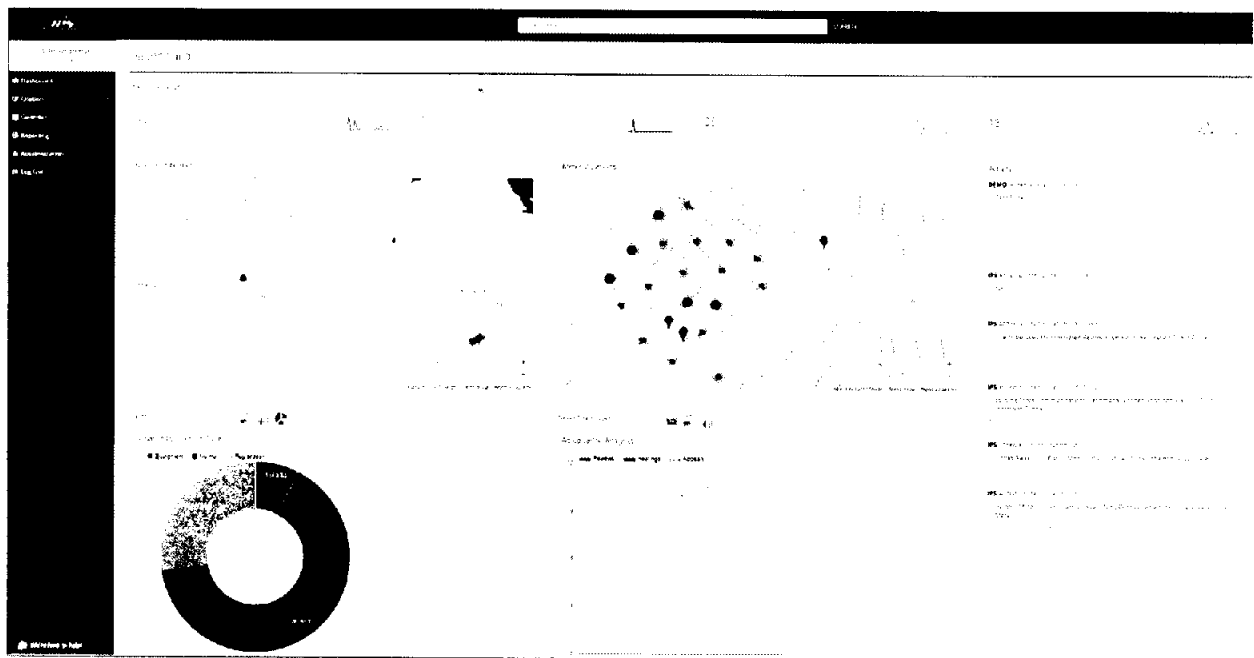


Figure EMS Screenshot 1

PAYMENT PORTAL

Online Public Portal

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

Features at-a-glance

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

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

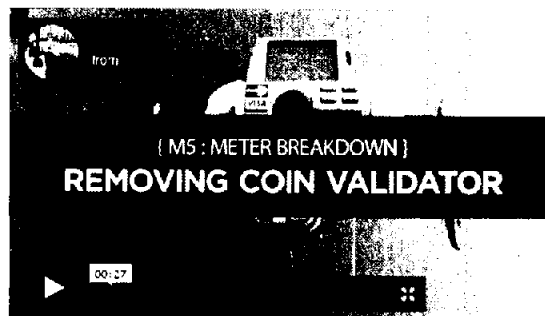


Comprehensive Support Program

IPS clearly understands the importance of ongoing project support and we encourage the City to speak with our references in this regard. We also understand that ongoing support is a critical element of any successful project and the basis of a long-term partnership. IPS is uniquely positioned to provide support services that will translate into the most responsive and comprehensive service offering available to the City.

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

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



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

Spare Parts and Warranty Repair Services: Our US-based facility ensures that spare parts are immediately available to the City at any time. The warranty repair process is managed through the DMS. IPS can solve most repair issues over the phone or will provide some additional training of City staff. For repair services not able to be first achieved on-site by the Customer or by phone, these meters will be returned to IPS at 7737 Kenamar Court, San Diego, CA, 92121, for repair or rework and IPS will endeavor to ship within 3-4 weeks of receipt, depending on the quantities received and work schedules. ALL RETURNS REQUIRE AN "RMA" NUMBER prior to shipment to IPS in order to avoid additional delays. An RMA may be requested by contacting the responsible IPS customer support manager, by contacting the IPS Help desk, phone ((877) 630-6638 or (858) 404-0607) or email (support@ipsgroupinc.com). All items returned to IPS must be securely packaged to avoid further damage in shipment and all shipments will be via Ground Freight Service unless expedited service and payment of associated fees are requested. Automated RMA tracking, including work performed to repair meters, can be viewed at any time using IPS meter management system.

ATTACHMENT B

PRICING

SINGLE-SPACE AND SENSORS

Capital Costs

Product/Service	Price per unit
M3™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	\$250.00
M5™ IPS Credit Card-Enabled Single-Space Meter (includes 12-month warranty, RFID tag, meter top)	\$485.00
Shipping	\$7.50
Installation (\$2,500.00 minimum total fee)	\$15.00
Post Warranty Repair Services (flat fee per meter includes return shipping costs)	\$85.00

M3 and M5™ Ongoing Fees	Fees
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee (per meter per month)	\$5.75
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole sold separately. Price per meter/sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Vehicle Detection Sensors Capital and Ongoing Costs

Product/Service	Price per unit
In-Ground Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Dome Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00
Pole Mount Vehicle Detection Sensors (includes 12-month warranty)	\$295.00

Vehicle Detection Sensors Ongoing Costs	Cost per space per month
Management System/Base Data Fee	\$3.50
Optional: Real Time Reporting Fee	\$2.75

NOTE: Price per sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access are ongoing and outlined above. All pricing does not include any applicable state or local taxes that are required to be paid by the city now or in the future.

Spare Parts

M3 and M5 parking meter Spare Part Pricing	M3™	M5™
Single Space Electronic Meter Mechanism	\$495.00	\$495.00
Card Entry Die Casting	\$19.00	\$19.00
Hybrid Card Reader	\$49.00	\$49.00
Coin Validator	\$69.00	\$69.00
Complete Top Cover (with Lexan insert)	\$69.00	\$69.00
Lexan for Top Cover	\$29.00	\$29.00
Coin Entry Slot	\$2.00	\$2.00
Keypad	\$25.00	\$25.00
Validator Connector Board	\$15.00	\$15.00
M3 Battery Pack (standard)	\$29.00	NA
M3 Battery Pack (high capacity - garage)	\$39.00	NA
M5 Battery Pack (H3)	NA	\$30.00
Validator Connection Cable	\$5.00	\$5.00
Solar Panel / Communications Board	\$165.00	\$165.00
Main Board	\$165.00	\$165.00
Expiry Indicator (rear)	\$15.00	\$15.00
Display Board	\$49.00	\$89.00
Display Board with NFC	NA	\$139.00
BLE Beacon Upgrade	NA	\$40.00
RFID Tag	\$10.00	\$10.00
MK3 Batter Charger (table top charging unit)	\$1500.00	NA
MK5 Batter Charger (daisy chain charging unit)	NA	\$115.00
Card Reader Cleaning Card featuring Waffletechnology® (40) per box	\$25.00	\$25.00

Sensor Spare Part Pricing	In-Ground	In-Dome
IPS vehicle detection sensor	\$125.00	\$295.00
Meter Comms Board (for sensor)	\$125.00	NA
Battery Replacement (per specialize D-cell)	NA	\$20.00

Note: This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

MULTI-SPACE

MS1™ Multi-Space	Price Per Unit
IPS MS1™ Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	\$5,950.00
IPS Revolution™ Upgrade Kit Multi-Space Pay Station – Pay and Display (Solar powered, Includes 12-month warranty)	\$2,450.00
Shipping and Installation (per unit) – During normal business hours under normal conditions, without unexpected delays.	\$400.00
Optional: Add for Bill Note Acceptor (BNA)	\$1,250.00
Optional: Add for Pay-by-Space	\$75.00
Optional: Add for Pay-by-Plate	\$200.00

NOTE: Price per unit is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. Pay-station installation assume surface mount to existing locations. This quotation does not include any civil or concrete work that may be required.

MS1™ Ongoing Costs	On-Street	Off-Street
Secure Wireless Gateway/Data Fee and Meter Management System Software License Fee	\$55.00	\$25.00
Secure Credit Card Gateway Fee (per transaction)	Included	\$0.13

NOTE: A functioning meter requires the installation of a meter mechanism, housing, and pole—sold separately. Price per meter sensor (per unit) is the total fixed price for the equipment. Additional ongoing costs associated with wireless services, management system access, and credit card fees are ongoing and outlined below. Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future.

Spare Parts

MS1™ & Revolution™ Upgrade Kit Spare Parts List	Price per unit
Standard Card Reader Only	\$49.00
Standard Card Reader Assembly with PCBA	\$129.00
Coin Validator Assembly	\$69.00
Bill Note Acceptor Assembly (with 600 note stacker)*	\$1,250.00
Additional 600 note stacker cartridge	\$500.00
Solar Panel Replacement Kit	\$500.00
Main Operating Board (with LCD and modem)	\$700.00
LCD Display Only (with armored glass)	\$125.00
Thermal Printer	\$615.00
4-key Horizontal Keypad	\$69.00
4-key Vertical Keypad	\$69.00
Pay-by-Space Keypad Assembly	\$165.00
Pay-by-Plate Alphanumeric Keypad Assembly	\$249.00
Battery 32Ah (rechargeable)	\$300.00
Additional Large Coin Canister	\$199.00
Additional Small Coin Canister	\$75.00
Paper Rolls (standard) approx 2000 3" tickets (.0045" thick)	\$24.50

** only available on an upgrade kit if the original pay-station has the note acceptor option.*

NOTE: This pricing is FOB, IPS Group San Diego, CA and includes all applicable discounts. Any sales tax shall be in addition the prices quoted above.

MOBILE PAYMENTS

ParkSmarter™ Mobile Payment Solution

Product/Service	Price per unit
ParkSmarter™ mobile payment decals	\$1.50
Decal Shipping	at cost
On-site Setup and Installation	see below
Additional signage or scope of work to be quoted upon request	TBD

On-site setup: IPS shall provide the City with instructions on how to setup / install decals in support of the ParkSmarter™ mobile payment application. However, IPS will send staff to provide installation and setup services. The costs for these services will be based on the costs of travel, rental car, hotel, and per diem expenses and will be added to the setup invoice at the completion of the service.

Per Transaction Fees	Fees
Secure Credit Card Gateway Fee (per transaction)	\$0.13
Optional: Merchant Processing Fees (per transaction)	Upon request

Per transaction fees: IPS shall charge the City the same per transaction gateway fee as we currently charge for the meter program in place today. No additional convenience charges are required.

Preferred Card Processing Rates: Using our own payment provider IPS can provide preferred pricing for small ticket mobile payment merchant processing. Quotes for this service are available upon request.

Implementation with 3rd parties

Product/Service	Price per unit
Implementation with 3 rd party for enforcement	TBD

Implementation: IPS shall integrate with 3rd party enforcement software or IPS can provide the City with IPS enforcement software at prices not included in this proposal. IPS does not intend to charge for 3rd party integration, however, if any city designated 3rd party charges IPS for such implementation, then those charges will be passed along to the City at IPS costs.

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

REPLACEMENT PARTS & REPAIR SERVICES:

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

Product/Service	Price per unit
Single Space M3™ or M5™ Non-Warranty repair work (includes parts/labor)	\$95.00 + shipping
Multi-Space MS1™ Non-Warranty repair work	To be quoted
On-site technical services: shall be quoted to include labor, travel costs, accommodation, car rental and per diem costs. Spare Parts shall be quoted and added to final costs based on the identified needs.	To be quoted
Shipping costs for any of the above shall be added to the final invoice	

Note: Please note that if upon receipt a meter is determined to be beyond repair, in IPS's sole discretion, the meter shall not be repaired for the fee described above and a replacement meter shall be required.

Enforcement/Permitting Systems

Mobile Enforcement Solution	Units	Unit Price
N5 Print Mobile Enforcement Device	Per unit	\$2,675.00
N5 Charging Cradle and Hot Swap battery	Per unit	\$299.00
N5 Carrying Case	Per unit	\$35.00
N5 Print - 3 Year Warranty (Optional)	Per unit	\$785.00
N5 Data Plan	Per unit /per month	\$55.00
Handheld Support	Per unit/Per month	\$60.00
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$11.50
Mobile Citation Paper (per roll) QTY 200	Per roll	\$7.50
Mobile Citation Paper (per roll) QTY 400	Per roll	\$5.75
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

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Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	\$5,000.00
Annual System License for EMS	Per user	Included
Citation Processing Fee	Per unit	\$1.00
RO Acquisition	Per unit	\$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.80
IVR Solution (Optional)	Per month	\$250.00
IVR Record & Store Calls (Optional)	Per call	\$0.50
IVR Call Transcription (Optional)	Per call	\$1.00
LockBox Setup (one-time fee)	Per unit	\$500.00
LockBox Mail-in Payments	Per unit	\$0.50
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
Online Appeals	Per unit	Included

Collections	Units	Unit Price
Credit Reporting Collections	% of amount collected	35% of amount collected

Permit Management System Fee Schedule

Permits	Units	Unit Price
One Time Setup	Per unit	\$5,000.00
Per Permit	Per unit	\$2.00
Permit Fulfillment (Verification)	Per unit	\$1.00
Per Letter (Includes postage)	Per unit	\$1.25
Online & IVR Secure Credit Card Payments - Gateway Fee *Charged to the Public	Per transaction	\$2.00 or 3% whichever is higher

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice.

Limited Warranty

IPS will provide a limited warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. IPS does not cover defects caused by improper care or use, lack of preventative maintenance, and does not warranty any defects due to vandalism or other factors contained as a part of the Force Majeure clause below.

Additional Warranty Provisions:

- IPS must have the opportunity to assist in the initial deployment and system installation.
- Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent.
- IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period.
- Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided.
- THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

Exclusions:

- Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage.
- Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or cellular telecommunication failures caused by any of the events or causes described above].

Preventative Maintenance (Meters):

- Preventative maintenance will be similar to current single-space parking meters. However, the primary elements will be a working battery, card reader and coin validator.
- Meters surfaces should be kept clean with mild soap and water.
- The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS.
- At 9-12 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 9-12 months.
- Additional preventative maintenance shall be administered by City staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.
- City, at its own cost and expense, shall keep the equipment in good repair, condition and working order after warranty expiration.