



# City of Rialto

Council Chambers  
150 S. Palm Ave.  
Rialto, CA 92376

## Regular Meeting - Final Economic Development Committee

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Wednesday, October 28, 2020

1:00 PM

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NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF RIALTO HAS DECLARED A LOCAL EMERGENCY RELATED TO COVID-19, AND IN COMPLIANCE WITH SOCIAL DISTANCING PROTOCOLS REQUIRED BY GOVERNOR NEWSOM'S EXECUTIVE ORDER AND THE STATE DEPARTMENT OF PUBLIC HEALTH, THE CITY COUNCIL CHAMBERS WILL NOT BE OPEN TO THE PUBLIC FOR THE ECONOMIC DEVELOPMENT COMMITTEE MEETING ON SEPTEMBER 23, 2020. HOWEVER, THE PUBLIC MAY PROVIDE COMMENTS AT THE MEETING FROM A PODIUM IN THE LOBBY OF THE CHAMBERS

### CALL TO ORDER

### ROLL CALL

### REVIEW/APPROVAL OF MINUTES

[EDC-20-0767](#) Minutes from the June 24, 2020 Economic Development Committee meeting.

Attachments: [EDC MINUTES JUNE 24 2020.docx](#)

[EDC-20-0768](#) Minutes from the August 12, 2020 Economic Development Committee meeting.

Attachments: [EDC Minutes August 12 2020.docx](#)

### REVIEW/MODIFICATION OF AGENDA ITEMS FOR DISCUSSION

### PRESENTATIONS

### REPORTS

[EDC-20-0766](#) Request the Economic Development Committee to Provide General Direction for

1. Release of a Request for Proposal for a Comprehensive Parking Analysis and Parking Management Plan or;
2. Release a Request for Proposal for the Installation of Parking Meters within the Downtown Area of Rialto.

Attachments: [Attachment 1- Scope of Work.pdf](#)

[Attachment 2-Rialto CA AmeriPark Proposal Summary v2 012920.pdf](#)

[Attachment 3-Pacific Parking Systems Profile Qualifications & Experience.pdf](#)

[EDC-20-0756](#) Purchase of Electric Vehicles and Purchase and Installation of Electric Vehicle Charging Stations.

Attachments: [Attachment 1.pdf](#)

## **DISCUSSION ITEMS**

Rialto Baseline Storm Drain Project Update

Cell Tower Leases

## **AGENCY UPDATES**

## **UPCOMING MEETINGS/OTHER DISCUSSION ITEMS**

## **ADJOURNMENT**



# City of Rialto

Council Chambers  
150 S. Palm Ave.  
Rialto, CA 92376

## Legislation Text

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**File #:** EDC-20-0767, **Version:** 1, **Agenda #:**

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Minutes from the June 24, 2020 Economic Development Committee meeting.

# **Economic Development Committee Minutes**

## **June 24, 2020**

**CALL TO ORDER:** 1:10 pm

**ROLL CALL**

**REVIEW/APPROVAL OF MINUTES:** Approved

**REVIEW/MODIFICATION OF AGENDA ITEMS FOR DISCUSSION**

**ATTENDEES:**

*Subcommittee Members:*

Mayor Robertson (in-person)

Mayor Pro Tem Scott (in-person)

*Staff Members:*

Rod Foster, City Manager

Stephen Erlandson, Deputy City Manager

Karen Peterson, Community Development Manager

Michael Tahan, Project Manager/Assessment Services (Consultant)

**PRESENTATIONS**

**20-0477 Warehouse Proposal Within Pepper Avenue Specific Plan**

Presentation by Mike Tyre

The Committee questioned why the fault line would prevent a mix of commercial and industrial from being developed and wanted more information on how the project would be incorporated into the remaining land in the Specific Plan area. They advised the developer that the community has expressed concerns with truck traffic associated with logistics and fulfillment warehouses.

**REPORTS/DISCUSSION ITEMS**

**20-0475 Participation in Burrtec Waste's Residential Food Waste Recycling Pilot Program**

Presentation by Richard Nino, Burrtec

The Committee provided direction to Richard Nino to prepare a City Council presentation for July 14 on the Pilot Program. They asked him to include cost comparison between adding a separate bin and collection truck and what's currently being proposed (i.e., food waste bucket that is placed in the green waste bin) and answer the question of how a resident will benefit from paying \$4 more. They also asked for a more detailed route map with street names, more detail around why this neighborhood was selected, and discuss marketing and incentives.

**20-0454 Common Use Agreement with West Valley Water District and the Lease Agreement with the Burlington Northern Santa Fe Railway Company (BNSF) for the Cactus Trail Improvement Project**

Presentation by Michael Tahan

The Committee provided direction to continue with processing the common use agreement and lease agreement but confirm that the budget has been authorized by the Council, specifically the



use of open space development impact fees. They also asked staff to evaluate lower cost landscaping options (i.e., boulders, etc.) and other grant or funding opportunities to help fund the project, and whether people are parking on the segment at Rialto Avenue.

**20-0473 Accessory Dwelling Units – Informational Item**

Presentation by Karen Peterson, Community Development Manager

The Committee gave direction to staff to finish the brochure, create a “FAQ” for the City’s website, and include the information in the Rialto Progress.

**Other Items**

The Mayor asked staff to add updates on agency projects, such as SBCTA, to the standard agenda format and requested an update on on-going projects, such as the Ayres Hotel and other similar projects.

**ADJOURNMENT: 3:38 pm**



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## Legislation Text

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**File #:** EDC-20-0768, **Version:** 1, **Agenda #:**

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Minutes from the August 12, 2020 Economic Development Committee meeting.

# **Economic Development Committee Minutes**

## **August 12, 2020**

**CALL TO ORDER:** 10:05 am

**ROLL CALL**

**REVIEW/APPROVAL OF MINUTES:** Accepted for the record.

**REVIEW/MODIFICATION OF AGENDA ITEMS FOR DISCUSSION**

**ATTENDEES:**

Committee Members:

Mayor Robertson (in-person)

Mayor Pro Tem Scott (in-person)

Staff members:

Rod Foster, City Manager

Karen Peterson, Acting Community Development Director

**PRESENTATIONS**

**Self-Storage Expansion at 313 S. Riverside**

PowerPoint Presentation by Jon Gruber

The Mayor Pro Tem abstained due to conflict of interest and left the meeting.

The Mayor provided general direction regarding security and recommended partnering with the Rialto Police Department in order to identify areas of concern in order to address them, such as homeless living in units and along the railroad interface, as well as install a surveillance system the Police Department can easily access digitally. She recommended looking at the crime statistics in the area to get a sense of what is occurring. In addition, she also provided general direction on the design and indicated it needs to be in uniform with the aesthetics of the downtown area. She also encouraged local hiring in construction and operation of the facility. Additionally, staff commented tractors and trailers are not allowed on Riverside Avenue, therefore none should be stored at the facility.

The Mayor Pro Tem returned to the meeting.

**Self-Storage Facility at 1610 S. Riverside Avenue**

PowerPoint Presentation by Abby Hawkins

The Committee indicated general support for self-storage at the center, as a conditional development permit that can be revoked if issues arise with the use.

Rialto Police Chief Mark Kling discussed the need to install an advanced camera system that includes automatic license plate readers in strategic locations within the center to

cover the entire complex and adjacent roadways. He noted that Ross has a “no hands-on” policy for shoplifters, but cameras would help deter shoplifting and will be beneficial for many reasons. The Committee agreed with the recommendation and Abby Hawkins agreed to work with the Police Department to implement the system.

Mayor Pro Tem Scott said he was disappointed with the Autozone and that the City expected it to be a retail facility with sales tax revenues equal to their other stores. He noted this store is much lower than others in the area because it is being used mainly as a warehouse. He and Mayor Robertson asked Ms. Hawkins to address this with Autozone.

The Committee asked about the status of Panera Bread and asked Ms. Hawkins to have them remove the fencing and complete the landscaping to improve its appearance. The Committee also noted concerns with the restaurant not being open and asked Mr. Hawkins to let them know there are no restrictions from the City on opening. The Committee also asked Ms. Hawkins to investigate bringing in another retail facility in the northern part of the site. Chief Kling suggested they might be able to get an agreement to maintain the northern part of the lot, even if they do not control it, which would help deter overnight parking by truckers. Ms. Hawkins noted she would look into this.

### **Ayres Hotel Update**

Developer: Don Ayres

Don Ayres provided an update on the hotel project. He explained that it had been delayed because he had lost funding. He noted that City staff was connecting him to potential investors, and he hoped to be underway soon.

He asked for assistance with getting information on the anticipated water fees. Mayor Robertson has the breakdown on the costs for Fontana Water and will connect him to the right people so he can understand the fees. She also said it would be nice for them to get underway and for the community to see that projects are still moving forward.

Don Ayres said that he appreciates the communication and will keep in touch as the project moves forward.

### **AGENCY/PROJECT UPDATES**

Staff reported that Birtcher Development was looking into doing a warehouse at the northwest corner of Valley Boulevard and Willow Avenue and more information would be coming.

Mayor Pro Tem Scott asked about the status of Texas Roadhouse and staff responded the attorneys are working on the sale agreement.

Mayor Robertson asked if Lewis Hillwood still owns the pad by Grocery Outlets and staff responded that they still own it. She asked for more information on the current property owners.

**ADJOURNMENT:** 12:05pm



# City of Rialto

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## Legislation Text

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**File #:** EDC-20-0766, **Version:** 1, **Agenda #:**

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For Economic Development Committee October 28, 2020

TO: Honorable Economic Development Committee Members

FROM: Michael Tahan, Interim Public Works Director

Request the Economic Development Committee to Provide General Direction for

1. Release of a Request for Proposal for a Comprehensive Parking Analysis and Parking Management Plan or;

2. Release a Request for Proposal for the Installation of Parking Meters within the Downtown Area of Rialto.

### **BACKGROUND:**

Downtown Rialto is located on N. Riverside Avenue, between the Metrolink railroad tracks south of Rialto Avenue and the railroad tracks north of First Street. The Downtown area consists of commercial buildings, hair salons/barber shops, restaurants and hardware stores. There are approximately 108 parking spaces with a maximum parking allowance of two hours between the hours of 9:00 AM to 5:00 PM. All other times of the day have no restrictions as pictured.

In April of 2019, the 6<sup>th</sup> Circuit Court of Appeals ruled that marking a suspected parking violator's tire was an act of trespassing. The resulting decision prohibited parking officers from directly marking tires to determine a time frame to support a citation. Since the decision the police department has refrained from issuing parking violations in the downtown area to avoid potential federal liability exposure. The placement of parking violations will assist the police department in reestablishing parking violations in the downtown area.

To combat this issue, the City of Rialto is considering a paid, on-street metered parking program in the Downtown area. The goal of the Parking Meter Program is to improve parking space availability for patrons, and the overall experience of people who drive to Downtown Rialto.

On May 9, 2019 the Community Development Department brought forth a Staff Report to the Economic Development Committee regarding a comprehensive Parking Analysis and Management Program for the Downtown area of Rialto. The plan encompassed the following:

- An inventory of Parking spaces available in Downtown, including private and public spaces.
- Current utilization and turnover rates of parking spaces.
- Estimate of current and future demand, based on land uses and development potential.
- Strategy to maximize the efficiency of parking (both short-term and long-term) to meet the Downtown needs.





## **ANALYSIS/DISCUSSION:**

### **ANALYSIS and MANAGEMENT PLAN**

The parking analysis would help the City determine parking needs including:

- Is there adequate Downtown parking to allow the City to realize its land use goals?
- Should the City consider installing parking meters or revising the current time restricted parking zones to better manage the parking spaces?
- Are there opportunities for shared use of parking at public facilities like the Metrolink station or City Hall?

The primary purpose of charging a fee for parking convenience is not the collection of revenue, although this is important, but rather to allocate a scarce resource efficiently. Most highly valued commodities in limited supply are rationed fairly by price. Charging appropriate parking fees allows the market participants to value each parking asset properly.

The proposed scope of work (**Attachment 1**) would include the following tasks:

- **Task 1: Kick off meeting with staff.**  
The consultant will meet with staff to review Downtown information including land uses, parking history, stakeholders' meetings, study area, special events that effect parking, and consultants' approach to complete work.
- **Task 2: Data collected and Analyzed.**  
The consultant will collect parking data in Downtown including inventory of parking spaces, parking lots available for public use, parking occupancy and turnover studies at all times, available on-site parking spaces, and identify perceived and actual issues.
- **Task 3: Community Engagement.**  
The consultant will conduct a minimum of two community meetings with Downtown stakeholders including property owners, businesses, ad residents. At the end of the process, the consultant will hold a third community meeting for input on the proposed Parking Meter Plan.
- **Task 4: Prepare Parking Meter Plan.**  
Based on analysis, data collection and community meetings, the consultant will prepare the draft Parking Management Plan that will include recommendations of actions to efficiency manage Downtown's parking.
- **Task 5: Final report and Parking Management Plan.**  
After the stakeholders, City Council and staff have reviewed and commented on the draft Parking Management Plan, the consultant will prepare the final Parking Management Plan for consideration and approval by the City Council.
- **Task 6: Meeting Attendance.**  
The consultant will meet with staff and attend community meetings, Planning Commission meeting, and City Council meeting.

It will take approximately three months to advertise the RFP, review the proposals, and City Council to retain a consultant. It is unknown at this time how long the study will take, as the proposals will answer this question.

#### INSTALLATION PERAMETERS

Should the Economic Development Committee choose to install parking meters and bypass the study process, below are two options for parking meters for regulating parking.



Option 1: Install single pedestal meters that can be installed at each parking spot.

Option 2: Install multi-space meters with pay stations. It is recommended to install 1 pay station for every 10 spaces, for 108 spaces would need about 11 pay stations.

There are certain considerations to be take when installing parking meters. These include:

- Public's reactions
- Aesthetics to the Downtown area
- Maintenance and operation costs
- Parking enforcement
- Current COVID-19 restrictions to businesses

In order to develop the appropriate costs to implement, under the Economic Development Committee's direction, Staff shall seek proposals from private vendors to supply, install and potentially operate the Parking Meter Program. Staff will request alternative approaches to purchase or finance the proposed equipment, including but not limited to, outright purchase, lease, or lease purchase. Additionally, staff would ask proposers to describe the costs associated with each including the advantages and disadvantages of each approach.

Staff intends to use the responses from the received RFP to make a final recommendation on implementation and technology type. This process is open to all applicable solutions, based on the findings and evaluation criteria of the responses.

The City is also interested in any financing options offered by the vendor in order to facilitate purchase of the parking pay stations, software and equipment. The implementation could include an outright purchase of the selected equipment or a financing/lease agreement for the use of the equipment over a defined period of years, to be determined by mutual agreement between the City and the successful vendor(s).

Staff has included a sample proposal, without a cost proposal, from a vendor as **Attachment 2 and 3**.

### NEIGHBORING CITY PROGRAMS

Staff contact other agencies to discuss their parking meter program. Below are our findings:

- **City of Riverside** - The City of Riverside was experiencing the lack of parking space turnover within their Downtown business area due to employees of the local businesses using the street parking as employee parking. The City recognized the need for a parking meter program. The City highly recommended reaching out to the stake holders and community group/advisory boards to gain their input on a parking meter program. The City purchased both individual parking meters and a collective machine for the parking garages. Pay options include cash, credit card, and a mobile App. The return on investment (ROI) took approximately seven months after the City of Riverside put up the initial investment capital. The parking meter program did curve the issue of employees parking on the streets all day, but with one note, the City found the more parking costs per hour, the more turnover they reported, thus opening parking for customers. Their parking meter company provides all the

updates while City staff provides the maintenance and parking enforcement services.

- **Metrolink** - Staff contacted the Metrolink representative and was informed that any paid parking within the Metrolink stations under that City's jurisdiction. Staff attempted to contact these City's with no responses.

## TECHNOLOGY



There are multiple pay options available for parking. The most common with today's technology is

pay by card or an “App” via a mobile device. A patron downloads a free “App” to their mobile device and inputs their credit card information. The patron then inputs the meter number and the fare is paid. If time is running out on the meter, rather than heading back to the parking spot to add more coins, the patron can add money via the “App” from anywhere.

### ESTIMATED PROGRAM COSTS

Staff estimates installation costs to vary, depending on technology type selected from \$75,000 to \$160,000. This could include on-going maintenance as those costs widely vary with the technology and available options selected. These options vary from vendor to vendor.

For example, it will require 11 pay-point type machines for the 108 available spaces. Each machine requires yearly Data hosting, Maintenance and connectivity charges. See Chart 1 below for details.

**CHART 1**

EQUIPMENT	QUANTITY	COST EACH	COSTS
Pay-Point Collective Machine	11	\$12,000	\$132,000
Data Hosting, Maintenance and Connectivity	11	\$2,000	\$22,000
<b>TOTAL ESTIMATE</b>			<b>\$154,000</b>

### ESTIMATED PROGRAM REVENUE

An estimated revenue return would be for example, at 100% occupancy on all 108 parking spaces compared to 30% to 40% occupancy rate for the same 108 parking spaces. See Chart 2 below.

**CHART 2**

PARKING SPACES	ESTIMATED COST PER HOUR	AVERAGE HOURS PER DAY	TOTAL PER DAY	AT 100% OCCUPANCY YEARLY TOTAL	AT 30% OCCUPANCY YEARLY TOTAL
108	\$1.50	8	\$1,296	\$473,040	\$141,912

Of course, this is an inflated scenario, but a more accurate estimate can be calculated when all factors have been put into place. Such as rate of occupancy, type of meters, installation, financing (if applicable) and maintenance costs. All these variables will be determined within the cost proposals.

Attachments:

1. Scope of Work
2. Sample Proposal - AmeriPark
3. Sample Proposal - Pacific Parking

**FINANCIAL IMPACT:**

The costs associated with this direction at this time would be Staff's time to develop the RFP and advertise. Budget is available in the Traffic Safety budget, account number 010-500-7308-2021. Estimated RFP costs are under \$500.

**RECOMMENDATION:**

Staff recommends the Economic Development Committee to Provide Direction for

1. Release of a Request for Proposal for a comprehensive Parking Analysis and Parking Management Plan or;
2. Release a Request for Proposal for the Installation of Parking Meters within the Downtown Area of Rialto.

## **CITY OF RIALTO DOWNTOWN PARKING ASSESSMENT**

### **SCOPE OF WORK**

The City of Rialto requests proposals to prepare a comprehensive parking analysis and parking management plan for Rialto's Downtown. Based on the parking analysis, the parking management plan may include strategies to most efficiently use available parking.

The parking analysis shall include or address the following components:

- An inventory of parking spaces available in the study area, including private and public spaces
- Current utilization and turnover rates of parking spaces
- Estimates of current and future parking demand, based on land uses and development potential included in the City's Zoning Code and General Plan
- Strategies to maximize the efficiency of parking, both near-term and long-term, to meet the needs of all users of the Downtown.

Ideally, this parking analysis should help the city answer common questions, such as:

- Is there enough parking Downtown to allow the City to realize its land use goals for the area?
- Should the City consider installing parking meters or time-restricted parking zones to better manage parking spaces?
- Are there opportunities to add more public parking spaces, through strategies such as using angled parking vs. parallel spaces on the street or sharing use of private lots?
- Are there opportunities for shared use of parking at public facilities like the train station and city hall?

### **Background**

The City of Rialto's General Plan envisions the Downtown as a focal point for the City that will integrate mixed uses, residential development, bus and Metrolink transit services, a lively "Main Street," and civic uses to create a dynamic downtown village and a pedestrian-friendly environment. Downtown will re-emerge as a vibrant City center where economic activity, culture, civic identity, transportation options, and distinct urban experiences can thrive and inspire the community. The Downtown Mixed-Use district allows a blend of retail and services businesses, dining, entertainment and residential uses. Downtown revitalization is focused on creating a pedestrian environment where walking and public transit will help reduce automobile use, both locally and in the region. Future downtown residents will be able to enjoy a good meal and board a Metrolink train to travel to destinations throughout Southern California, or just walk to the public library.

Downtown Rialto is generally bounded by Foothill Boulevard on the north, Sycamore on the east, Merrill to the south, and Willow on the west. Rialto's Downtown Vision and Strategic Plan notes that Riverside Avenue is the core of Downtown Rialto. The street design is unique in that it features towering trees and wide parkways, announcing arrival to a unique place. Historic homes and newer small buildings along Riverside Avenue contain offices, services and retail businesses. Between the railroad tracks, offices, services, wholesale/retail uses, and restaurants make up the core of Downtown. There is a scattering light industrial and office uses on either side of the core, especially near the Metrolink tracks. To the east of the commercial core, a street grid supports a solid and mostly stable residential area comprised mostly of modest single-story homes, including some historic homes. Civic and institutional uses, including the Civic Center, occupy the western portion of the Downtown. A middle school and park are located in the northwest portion of the area.

With the existing civic anchors, a busy Metrolink station, a core area along Riverside Avenue that is distinguished from its surroundings, and an innovative City Council and staff, the City expects Downtown to evolve into a unique urban experience.

### **Scope of Services**

The following tasks must be included as part of proposals to perform this parking assessment.

#### **Task 1: Kick-off meeting with City Staff**

- Finalize project parameters; share background materials, such as zoning standards, maps, and other relevant information
- Discuss the consultant's approach, as well as project objectives, tasks and timelines. Identify issues and concerns.
- Share information regarding special events that affect parking availability in the Downtown.
- Discuss the geographic limits of the study and any suggestions to modify the study boundaries
- Discuss approach to stakeholder input, including input from residents, business owners and employees who patronize the Downtown

**Deliverable:** Final work plan for City review and approval.

## **Task 2: Data Collection and Analysis**

- Inventory all parking spaces in the area, including public parking lots, on-street parking (both marked and unmarked), and private, non-residential parking lots available for customers and employees. This inventory will determine baseline conditions. The inventory shall make a clear distinction between private and public spaces.
- Perform parking occupancy and parking turnover studies of all spaces in the area. Parking data shall be collected during the morning, mid-day and evening during the week and weekends. The inventory and data shall be provided to the city in an ArcGIS spatial data layer (polygon shapefile or feature class) with fields and attributes designating parking inventory, occupancy, turnover data, use limits, and other pertinent information.
- Identify the location and number of on-street parking spaces in the study area that could be added through simple projects that maintain existing curb lines, such as narrowing travel lanes; removing unnecessary red curbs; eliminating vacated driveways or unnecessary curb cuts; creating angled parking; striping or restriping spaces; or redesigning public parking layouts.
- Assess the data from stakeholders to identify perceived and actual parking issues.

**Deliverable:** Reports and maps documenting existing parking inventory and utilization and parking issues.

## **Task 3: Community Engagement**

- Early in the process, conduct a minimum of two (2) community meetings with stakeholders, such as residents, business owners, employees and transit users, to gain input regarding parking issues and recommendations for parking management strategies.
- Near the end of the study, conduct at least one community meeting with stakeholders to review the study findings and solicit feedback.
- Community meetings shall be geared to times and days appropriate for residents and merchants. Meeting agendas, dates and times for meetings shall be subject to approval by city staff. The City may provide space for these meetings.

**Deliverables:** Meeting agendas and summaries of community engagement events and input.

#### **Task 4: Parking Management Plan**

- Based on the data analysis conducted as part of Task 1, develop measurable parking goals for issues such as turnover rates; employee parking; parking for transit riders; shared parking; and other issues that arise during the study.
- Establish thresholds for occupancy of parking spaces and recommend parking management actions the City may take when thresholds are reached. Examples of such actions include installation of parking meters, implementation of timerestricted parking, permit parking, or construction of additional parking spaces.
- Develop parking management strategies to efficiently manage parking for nonresidential uses without creating negative impacts to existing residential neighborhoods. Examples include creating new parking spaces; implementing a paid parking program; identifying shared parking opportunities; establishing appropriate time limit restrictions for on-street and off-street parking; and developing communication strategies. Create an implementation plan for each strategy (such as phasing, staffing, cost per hour for paid parking, enforcement, technology, etc.).
- Recommend parameters for future monitoring of parking in the Downtown, such as frequency, time of day/year, and lots/areas to be monitored.
- Recommend technologies that can be used for data collection and analysis, as well as other technologies to efficiently manage the parking system.

**Deliverable:** Parking Management Plan to efficiently manage parking in the Downtown area.

#### **Task 5: Final Report and Parking Management Plan**

- After the completion of data collection and community engagement efforts, the consultant shall prepare a draft and final report for city staff to review. The report shall be submitted in MS Word format. The document shall consolidate the work completed in the scope and Tasks 1 through 4 above, and include maps, table and other graphics so the information can be most easily understood. Consultant shall discuss the format and structure of the report and parking management plan with city staff before preparing the initial draft. Report shall be formatted in a way that allows it to be easily posted on the City's website.
- The consultant shall address up to two rounds of consolidated comments on the draft report from the City. Consultant shall submit four (4) hard copies and MS Word and PDF versions of the final report to the City, including all tables, charts and figures.

**Deliverable:** Final report and parking management plan.



## **Task 6: Meeting Attendance**

- Consultant shall attend up to three community meetings to obtain input from stakeholders.
- Consultant shall attend at least one meeting per month, in person or be teleconference, to update the City steam on the project status.
- Consultant shall be responsible for attending, presenting findings, and answering questions at one Planning Commission meeting and one City Council meeting.

**Deliverables:** PowerPoint presentations, agendas for community meetings, summaries of community meetings, and summaries of monthly meetings.

## **Project Schedule**

The consultant shall complete the work as expeditiously as possible, recognizing the need to obtain valid data about parking inventory and utilization and to obtain community input on the issues and findings.

## **Proposal Contents**

The Proposer shall seal its proposal within one package clearly marked with "**RFP #19-XXX, Downtown Parking Assessment**". Within the sealed proposal package, the Fee Proposal shall be in a **separately sealed** envelope with no other proposal documentation. The City may deem **proposals failing to meet the above criteria as non-responsive**. To improve comparability, proposals must contain the following information:

1. **Cover Letter.** Provide a cover letter on your letterhead, which includes the address, voice and fax numbers, and email address of the contact person or persons authorized to represent the Proposer in negotiations. Unless the Proposer is an individual, a responsible officer or employee must sign all proposals along with a firm/company/partnership/entity name and affirming that officer or employee's authorization to commit the Proposer to the terms of the proposal.
2. **Qualifications and Experience.** Provide a statement of qualifications for your organization, including a statement of the size of firm (if the Proposer is not an individual), a description of the services provided by your organization, a statement of your experience/history providing the services requested by this RFP, and the number of years in business. Provide the total number of employees employed by your firm. Indicate the number of full time employees (FTE's) available for assignment to this project. State if you will use subcontractors and provide the number of subcontractor FTE's you will assign. Provide a biography describing the key project team members' individual qualifications and history and role of key staff that will be committed to these services. Provide resumes of your key personnel.

3. **Team Structure.** Provide a description of the probable team including any subcontractors. Designate a project manager who will be the primary contact with the City. The proposal must contain the qualifications and experience of the project manager, who should have the authority to make decisions for his/her organization.
4. **Proposed Approach.** Describe your proposed approach for meeting the services required by the City. Describe the methodology to accomplish all work, including public outreach, data collection, survey research, compilation of parking strategies, etc.).
5. **Fee Proposal.** Provide a statement of your proposed method of compensation, including for any subcontractors. The Fee Proposal **MUST** be in a separate sealed envelope. At a minimum, the Fee Proposal should provide a standard hourly rate schedule for each job classification engaged for this assignment. Please indicate whether you will bill for travel time and provide the method of calculation.
6. **References.** Provide references, including the name, title, and role of the contact person; the agency or company name, and contact information including a telephone number and email address for the contact person. You may satisfy this obligation by completing the Statement of References.
7. **Forms.** The Proposer must complete and submit the following forms from the RFP:
  - a. Small Business Concerns Information
  - b. Certification Statement Local Vendor Preference
  - c. Completed Disclosures Required by Persons or Entities Contracting with the City of Rialto
  - d. Proposer Signature Declaration
  - e. Statement of References
  - f. Proposer's Background Information
  - g. Proposer's Declaration
  - h. Statement of Proposer's Qualifications
  - i. Workers Compensation Insurance Certification
  - j. Minimum Wage Statement
  - k. Statement of Proposer's Past Contract Disqualifications
  - l. Proposer's Statement of Subcontractors
  - m. Certification of Non-Discrimination by Contractors
  - n. Non Collusion Affidavit

## Selection Process

The City will utilize a Qualifications Based Selection process to select the most qualified and responsive proposer. The City shall review the proposals submitted, and the City may invite all or a limited number of proposers to make a formal presentation.

The City will consider multiple criteria in selecting the most qualified proposer. Consistent with Federal, State and local laws for the acquisition of professional services, price is **NOT** an evaluation criterion. **The City shall not consider** Fee Proposals submitted in **separate** sealed envelopes during proposal evaluations. Upon selection of the most qualified proposer(s), the City will use the associated Fee Proposal as a basis for initiation of contract negotiations. The City will negotiate a contract(s) based on the submitted Fee Proposal, and in consideration of reasonable and mutually agreed project costs and time requirements. Should successful negotiations not occur with the highest ranked proposer(s), the City might choose to negotiate with other proposers. The City may engage one or more of the successful proposers to perform the scope of services, or a portion of the scope of services.

An RFP Evaluation Committee will evaluate all proposals received. During the evaluation process, the City may require a Proposer's representative to answer specific questions orally and/or in writing. The City may require interviews of some or all Proposers. The City may also require a visit to the Proposer's offices, other field visits or observations by City representatives, or demonstrations as part of the overall RFP evaluation. Once the City selects a finalist or group of finalists, additional interactions or information may be required.

The City will use the following criteria as guidelines in the evaluation: •

- Proposer qualifications and experience of proposer, including capability and experience of key personnel and experience with other public or private agencies.
- Proposed approach, including clarity of understanding of the scope of services and appropriateness of the proposed solution/services.
- Proposer has adequate qualified staff resources to perform the scope of services.
- Ability to meet any required timelines or other requirements.
- References.

The City may consider any other criteria it deems relevant, and the Evaluation Committee is free to make any recommendations it deems to be in the best interest of the City. Inaccuracy of any information supplied within a proposal or other errors constitute grounds for rejection of the proposal. However, the City may, in its sole discretion, correct errors or contact a Proposer for clarification.

January 29, 2020

Michael J. Mayer  
Engineering Technician  
Public Works Department  
City of Rialto  
150 S. Palm Avenue  
Rialto, CA 92376

Dear Mr. Mayer:

**Re: Proposal for Parking Operations and Enforcement Services of City of Rialto**

Thank you for giving us the opportunity to provide you with a parking operations and enforcement services proposal for the City of Rialto.

AmeriPark, part of the REEF PARKING brand, is one of the largest providers of parking management services in the United States. Since our founding in 1968, we have worked hard to provide the highest levels of client and customer service. With our approach of focusing on the fundamentals of parking management, we have earned recognition as an industry leader and trusted service partner. AmeriPark is headquartered in Atlanta, GA with a regional office in Los Angeles, CA and satellite office in Hollywood, CA.

Our parking services offerings are tailored to provide impartial and consistent enforcement services serving the needs of city government, citizens, business and visitors. Some of the most important and unique advantages associated with awarding the enforcement contract to AmeriPark are:

- Proven performance — the largest provider of municipal parking services in North America. We oversee 100+ municipal operation and issue over 2.3 million municipal parking citations annually.
- Industry-leading technology — as a private parking operator, AmeriPark's goals are quite different from those of our competitors. Our profits are reinvested back into the company, allowing us to be at the forefront of technological innovation. We were recently was awarded the booting program for New York City. We deployed 36 enforcement vehicles equipped with 4 LPR cameras to locate and accurately identify scofflaw vehicles. Within the first 4 months of taking over the program, we have improved the program results by over 50% from last year.
- Unparalleled customer service — with strong training programs and engaged corporate leadership dedicated to supporting employee development, AmeriPark offers some of the industry's best-trained staff. In many cases, our operation and staff will provide users with their first and last impressions of your facility. Our goal is to provide the best possible experience to every patron of the City of Rialto to ensure they are eager to return. AmeriPark believes happy employees create positive customer experiences! Every frontline employee has the power to significantly impact a customer's experience positively or negatively. As such we have implemented an employee recognition program to encourage customer service excellence.



Our team of tenured professionals is eager to take the next steps in creating a collaborative and transparent working partnership with the City to ensure we meet and exceed the City's expectations for this program. We greatly value this opportunity to be of potential service to the City of Rialto, and we're hopeful the City of Rialto will conclude that AmeriPark's approach to ambassadorial parking enforcement is different, and we are not a "business as usual" company. Should you have any questions regarding the enclosed, please do not hesitate to contact us for an immediate response

Sincerely,

Laura Lierz, CAPP

Vice President of Municipal Technology

Phone: (303) 725-7043

[llierz@govtparking.com](mailto:llierz@govtparking.com)



## TABLE OF CONTENTS

TABLE OF CONTENTS.....	III
EXECUTIVE SUMMARY .....	1
Municipal Enforcement Experience .....	1
California Experience .....	1
Intelligent Enforcement .....	1
Key Performance Indicators .....	2
Support, Resources & Subject Matter Experts .....	2
COMPANY OVERVIEW .....	3
LEADING THE WORLD IN MUNICIPAL PARKING .....	4
References.....	4
Organizational Structure .....	7
Key Personnel .....	7
IMPLEMENTATION PLAN.....	13
OPERATIONS PLAN.....	16
Proposed Office .....	16
Proposed Vehicle Fleet.....	16
Parking Technology Equipment.....	17
Staffing Plan.....	27
Training .....	28



## EXECUTIVE SUMMARY

### Municipal Enforcement Experience

AmeriPark, as the part of REEF, is the largest provider of municipal parking enforcement services in North America. In total we issue, administer and process over four million parking citations annually. Our municipal clients cover the map from coast to coast and come in all shapes and sizes. From New York City, to Macon, Georgia, to Lincoln, Nebraska, our Municipal Division works with our clients to develop tailor made parking operations and enforcement programs that meet the needs of their communities. In total we provide parking enforcement services for over thirty cities, with another ninety municipalities for whom we provide parking management. Why does this benefit the City of Rialto? The answer is that AmeriPark offers the broadest of pallet of “best practices” and operating experiences to share with your City as you make your policy and operational decisions.

### California Experience

AmeriPark, as a part of the REEF, is one of the largest parking management companies in California. We have over thirty years of experience working with California municipal and government agencies. A few of the municipalities we work with are the SFMTA, City of Riverside and City of Newport Beach.

AmeriPark will bring together our proven approach and “best practices” to parking enforcement with the experience of a seasoned team of parking professionals to meet the goals and objectives of the City of Rialto. This is an opportunity for the City to leverage AmeriPark’s unmatched technology and enforcement experience to enhance your program.

### Intelligent Enforcement

The goal of any parking enforcement program should be “compliance”. Compliance with the parking ordinances and regulations should be measured, not the quantity of parking citations issued. If everyone paid the meters on a given day would you criticize your parking enforcement team for not writing any citations for non-payment? Of course, this would not make sense. The problem is that most parking managers do not have easily available access to their parking data to determine the real performance of their parking enforcement teams. PATH not only provides the parking data necessary to make a performance assessment it delivers customizable reports and powerful analytics to assist in making the assessment.

PATH allows you to leverage your data to modify your parking enforcement efforts in real time to maximize the value of your labor expense. The vast majority of cities deploy static routes for their parking enforcement personnel. In many operations the same officers walk the same beat day in and day out. If they happen to come across a violation, they issue a citation. With PATH enforcement staff can be directed daily, weekly, or in real time to streets with the highest probability of a violation occurring. One of the value propositions of PATH is its ability to leverage historical data to predict parking demand and behavior. When we layer in contextual data to PATH such as event calendars, holidays and weather, accurate predictions of parking occupancy will be available to support operational hours and efficient staffing plan development. PATH will deliver the data to determine the optimal enforcement staffing for the City of Rialto.



## Key Performance Indicators

PATH is not only a tool to assist in the development of the policies, practices and procedures of your enforcement program, it will also monitor the real time impact of the strategy implemented, allowing for adjustments and improvements over time. Capturing and centralizing all of your parking data into PATH will be the foundation of your parking strategy. AmeriPark's ability to provide PATH allows us to not only develop a logical data-based strategy for our clients that will work today but can easily be adjusted as citizen behavior and Rialto businesses and developments occur. PATH will deliver real time KPI (Key Performance Indicators) data to allow us to quickly visualize how parking behavior is being affected by the City's parking policies and pricing.

## Support, Resources & Subject Matter Experts

AmeriPark offers our municipal clients the highest level of support and unmatched access to industry experts that make up our dedicated Municipal Division. The value to our clients is having over 100 years of municipal parking enforcement expertise actively engaged with your parking program and readily available to assist your staff on projects and operational initiatives. In essence we are your "on-staff" consultant offered at no additional expense. No other company has the depth of resources and expertise to assure a consistent quality operation for the City of Rialto.

AmeriPark is excited about the opportunity to work with the City of Rialto to implement a true "Smart City" parking enforcement solution. The following sections provide more information on our company, proposed technology, operating plan and transition plan. We would greatly appreciate the opportunity to present our proposed operating plan and innovative technologies in person and discuss the many ways they can assist the City of Rialto in achieving their goals.



## COMPANY OVERVIEW

### A New Era for AmeriPark

In 2019, REEF PARKING was formed. REEF PARKING is home to Republic Parking, Lanier Parking, Park One, impark, Citizens, AmeriPark, and ParkJockey brands. REEF PARKING envisions an ecosystem that connects the world to your block. The primary function of parking is to reduce/prevent city congestion. Each parking brand brings a unique key to creating the parking ecosystem. Bringing the parking brands together allows redefining the possibilities of parking and maintain a firm commitment to leading and evolving the industry.



**Employees:** 16,000+

**Portfolio:** 400+ North American Cities  
1.5 Million Parking Spaces  
4,600 parking facilities

### Enforcement Experience

AmeriPark's business model has proven to be a perfect match for the needs of the municipal parking client. Our growth in the municipal sector has been unmatched in the industry. Today we are the largest operator of municipal parking systems in the USA. What differentiates us from our competitors is the level of service and attention we provide to our municipal clients. AmeriPark provides experienced quality on-site management teams that are strongly supported by our District, Regional and Corporate offices.

Many of our municipal clients receive over ten visits a year from AmeriPark Executives and Corporate support staff. AmeriPark's goal is to develop multi-layered relationships with our clients that truly "add value" to their parking operations. We hear over and over again from our clients that "AmeriPark simply does more than anyone else". This is the reason why we have many municipal contracts that are in their third, fourth and even fifth terms. Roanoke, Wilmington and Ann Arbor are just a few of our larger government clients who have been long time clients.

Our approach is premised upon balancing the parking needs of the City amidst the often-competing interests of businesses, restaurants, merchants, employees, visitors and residents seeking to gain convenient access to available parking spaces throughout the City. AmeriPark knows enforcement is the backbone of any implemented parking solution. AmeriPark has locations all through-out North America. We know effective parking enforcement operations require experienced management with enough resources and reporting to monitor the day to day performance of staff.

## LEADING THE WORLD IN MUNICIPAL PARKING

**100+ Municipal Operations**

**500+ Municipal Facilities**

**300,000 Municipal Parking Spaces**

**2.3 Million in Municipal Parking Citations**

**\$20M+ in Company EBITDA**

Much of our success in enforcement is because of our dedicated team of Municipal Subject Matter Experts (SME). The team is comprised of AmeriPark's Municipal SME's, and our California-based operations professionals (CAPP's, CPP's, RVPs, EVPs etc.), as well as our OP/EX team and Audit Department. This dynamic group of parking professional work collaboratively, share wisdom and help inspire to collectively optimize each client success in all present and future parking endeavors.

Our footprint is nationwide allowing for AmeriPark to identify best practices with regards to enforcement and share those best practices with clients.

## References

AmeriPark delivers our parking operation services to over 100 municipal partners across North America. Of great pride to AmeriPark is that our high rate of client retention through public-sector contract renewals and extensions has allowed us to become the largest and most respected municipal parking operator in the United States issuing over 2.3 million public citations annually.

A sample listing of our Urban Municipal contracts is shown in the chart below.

Urban Municipal Clients	Commencement Date	Garage Management	Surface Lot Management	Total Parking Facilities	Meter Collections	Meter Maintenance	Enforcement	Total Meter Spaces	Total Parking Spaces
Massachusetts Bay Transit Authority	2017	10	91	101			Y		48,131
City of Lincoln, Nebraska	2004	13	6	19	Y	Y	Y	2,450	12,277
City of Omaha, Nebraska	2013	7	1	11	Y	Y	Y	4,154	9,358
City of Pensacola, Florida	2011	2	14	16	Y		Y	2,799	8,737
City of Ann Arbor, Michigan	2001	8	5	13	Y	Y		2,208	8,222
City of Virginia Beach, Virginia	2015	8	10	18			Y	682	7,100

Urban Municipal Clients	Commencement Date	Garage Management	Surface Lot Management	Total Parking Facilities	Meter Collections	Meter Maintenance	Enforcement	Total Meter Spaces	Total Parking Spaces
City of Cedar Rapids, Iowa	2009	7	12	19	Y	Y	Y	1,200	6,848
City of Hartford, Hartford Parking Authority	2012	0	5	5	Y	Y	Y	5,000	5,475
City of Durham, North Carolina	2015	5	11	16	Y	Y	Y	1,100	4,950
City of Chattanooga, Tennessee (CARTA)	1997	3	7	10	Y	Y	Y	2,500	4,846
City of Medford, Massachusetts	2014	0	6	6	Y	Y	Y	1,200	4,500
City of Lexington, Kentucky	2008	4	0	4	Y	Y	Y	1,231	3,300
City of Waterloo, Iowa	2015	4	4	8	Y	Y	Y	516	2,225
City of Charlotte, North Carolina	2014	0	0	0	Y	Y	Y	1,416	1,416
Lauderdale by the Sea, Florida	2015	0	3	3	Y		Y	1,400	1,400
City of Ferndale, Michigan	2014	0	14	14	Y	Y	Y	320	1,250
City of Lawrence	2017	0	0	0	Y	Y	Y	935	935

Listed below are a sampling of references from our public sector agencies where we perform enforcement services.

#### Reference #1 – Hartford Parking Authority (HPA)

Agency Name:	City of Hartford, CT
Contact & Title:	Mingo Gomes, CEO
Contact Phone and Email:	860-757-0725   Mingo.gomes@hartfordparking.com
Contract Start Year:	2017
Facts:	<ul style="list-style-type: none"> <li>• 1,800 Parking Spaces</li> <li>• 63,700 Parking Citations Issued Annually</li> <li>• Utilize LPR for enforcement</li> <li>• Implemented technology upgrades allowing officers to work from a single system</li> <li>• Improved efficiency of enforcement teams – delivering more citations in less time and with fewer errors</li> <li>• Enhanced public satisfaction with parking enforcement</li> <li>• Reducing public complaints</li> <li>• Boosting employee morale</li> </ul>

### Reference #2 – Chattanooga Parking Authority

Agency Name:	City of Chattanooga, TN
Contact & Title:	Brent Matthews, Director of Parking
Contact Phone and Email:	423-421-3476   brentmatthews@gocarta.org
Contract Start Year:	2012
Facts:	<ul style="list-style-type: none"> <li>• 2,700 Parking Spaces</li> <li>• 66,200 Parking Citations Issued Annually</li> <li>• Implemented electronic citation issuance solution</li> <li>• Improved efficiency of enforcement teams – delivering more citations in less time and with fewer errors</li> <li>• Utilize LPR for enforcement</li> <li>• Citation issuance increased by 32%</li> </ul>

### Reference #3 – City of Newport Beach, CA

Agency Name:	City of Newport Beach, CA
Contact & Title:	Evelyn Tseng, Revenue Manager
Contact Phone and Email:	949-644-3127   ETseng@newportbeachca.gov
Contract Start Year:	2018
Facts:	<ul style="list-style-type: none"> <li>• 4,082 Parking Spaces</li> <li>• 40,000 Parking Citations Issued Annually</li> <li>• Provide 27/7 Enforcement including call center for public inquiries</li> <li>• Joined Chamber of Commerce and other local associations to provide a positive experience within the community</li> <li>• Utilize LPR for enforcement</li> <li>• Created and implemented residential parking program</li> <li>• Provided more transparency to the parking program</li> </ul>

### Reference #4 – Park & Go Lincoln Parking

Agency Name:	City of Lincoln, NE
Contact & Title:	Wayne Mixdorf, Parking Manager
Contact Phone and Email:	402-441-6097   wmixdorf@lincoln.ne.gov
Contract Start Year:	2004

Facts:

- 2,400 Parking Spaces
- 95,000 Parking Citations Issued Annually
- Utilize LPR for enforcement

## Organizational Structure

AmeriPark leads the industry with over 100 active municipal partnerships across Canada and the United States. Today, we deliver our innovative parking enforcement services to cities like Cedar Rapids - IA, Virginia Beach - VA, Omaha - NE, Tacoma - WA, Charlotte – NC, Lawrence -MA, etc. AmeriPark's Operation Plan for Rialto will focus on exemplary customer service and implementing a parking program for the duration of the agreement. From the outset of deployment planning our team will provide your staff with detailed timelines for every agreed upon deliverable. AmeriPark's experience with your team demonstrates our ability to meet or exceed operational expectations on behalf of the City of Rialto.

Our staff is the backbone of our company. We realize that an outsourced enforcement operation is only as successful as the people who operate it. Therefore, we've developed a department dedicated to the Training, Organization & Development of all AmeriPark employees, present and future. AmeriPark believes in an on-going Human Resources process. The Training, Development & Education model we use is a progressive model designed to help motivated individuals set a path for their growth and development. New and existing employees are trained through efforts at the local-level and national-level.

AmeriPark's staff retention efforts will include our Tiered Position Training and Apprenticeship program. AmeriPark will utilize a financial incentive program for our staff to reward quality work, extra effort and promote longevity. Each employee/position will be given a set of performance standards that will be measured quarterly with a score being assessed. The better the employee performs, the more opportunity they will have to earn a bonus payment. And of course, the employee has to remain employed to earn their bonus!

## Key Personnel

Our team has the most experience of any in parking operator. We are well prepared to deliver on this project and have the resources to do so. Below are the biographies of the key management staff that will be directly involved in the project.

## Local Team



**Jeff Miller**

### Executive Vice President

With over 33 years in the professional parking and transportation industry, Jeff is highly qualified to provide the experienced oversight necessary to secure the success of all types of parking operations. As Executive Vice President, he leverages his industry expertise to provide support, consulting, and guidance to operations staff in order to enhance efficiencies and profitability of parking operations and promote client satisfaction. He also has significant experience in transportation management, including national DOT compliance fleet procurement; development and implementation of new technology, such as PARCS; workforce management, GPS, people-counters and API's. Jeff is an active member of a number of local, national, and international business associations, including the National Parking Association, the International Parking Institute, BOMA Greater Los Angeles, and Central City Association. He is also an executive board member of the Los Angeles Parking Association. Jeff is a Certified Parking Facility Manager, Certified Parking Professional and holds an Air Quality Management District Certification.



**Marco Pacheco**

### Manager of Operations

Marco began his career in the parking industry over 34 years ago as a division manager with System Parking. He then consistently progressed in his career to become an operations manager with Central Parking System and later a senior operations manager with ABM Industries. Marco joined Republic Parking's team earlier this year to manage the operations of our Southwest and Phoenix, Arizona, clients.

Marco holds a bachelor's degree in Business Administration and Business Management from California State Northridge and West Coast University, respectively. He also holds diplomas from the Universidad de Guadalajara for History of the Mexicas and Mexico — California History. NASA utilized his extensive knowledge of Mayan history for the "Calendar in The Sky" project from 2008 to 2013. Marco also volunteers as an Ambassador with the American Red Cross.



**Erik Garcia**

### General Manager

Erik Garcia began his career with AmeriPark in 2012 as a valet attendant at Santa Monica Place in his hometown of Santa Monica. Erik has worked as a Valet Manager, Operations Manager and Senior Operations Manager at an array of prominent locations throughout California. Erik has gained experience and knowledge in virtually every facet of the parking industry.

His diverse background includes controlled-parking, valet, traffic-control, and shuttle operations in various markets such as retail centers, hospitals, casinos, condominiums, and airports. Erik has been

largely instrumental to the growth of the company in the Bay Area in recent years. Erik's current role as regional manager sees him responsible for operations in Northern California, Oregon, and Washington. His current duties include:

- Recruiting, hiring, and training
- Building and maintaining client relationships and satisfaction
- Reviewing and analyzing financial statements
- Implementing changes to maximize profits and operational efficiencies
- Maintaining and improving standard operating procedures

## Subject Matter Experts (SME)

AmeriPark's Municipal Division is led by our team of Subject Matter Experts with a combined sixty plus years of parking management experience and expertise. Our SME's provide leadership and support for our operating teams in the field who service our municipal clients. Jack Skelton, Laura Lierz, Isaiah Mouw, Brian Scoggins and Rafael A work directly with our municipal clients to develop and design a parking program that best meets the specific needs for each city. Our SME's have a wealth of experience in all aspect of municipal parking, including all areas of off-street and on-street operations.







## **Jack Skelton, CAPP**

### **Executive Vice President, Municipal Division–Technology**

Jack Skelton, CAPP is an Executive Vice President in the firm’s Municipal Division. Jack has over twenty-five (25) years of parking management experienced focused on municipal parking. He has worked with cities of all sizes across the United States on both off-street and on-street parking programs. Jack received a BA from the University of Minnesota and his JD from Hamline University. Jack has transitioned and overseen some of the largest municipal parking systems in the United States. Jack has earned his CAPP accreditation from the International Parking Institute.



## **Laura Lierz, CAPP**

### **Vice President of Municipal Technology**

Laura Lierz, CAPP (Certified Administrator of Public Parking through the International Parking and Mobility Institute and the University of Virginia), joined the firm in 2019 as Vice President of REEF PARKING’s dedicated Municipal Parking Division that serves the company’s public-sector clients exclusively. Laura has more than twenty-six (26) years of experience in the parking industry and has acted in a variety of professional capacities. Laura began her parking industry career as an event attendant at the University of Colorado Boulder. She went on to manage Events and Enforcement, special projects, summer conference sales and supporting the parking management system. She transitioned to private sector where she spent the next 19.5 years at T2 Systems in multiple roles including support, account management, business development and operations. Under operations, Laura developed and managed the lead generation and product consultant teams. Laura transitioned to Cale America in 2015 where she was responsible for account management and business development. Laura is a founding member of NWPA (now known as PIPTA) and currently serves as PIPTA Chair. Laura has a passion for parking and has presented on a variety of topics at IPMI and State and Regional Associations



## **Isaiah Mouw, CAPP, CPP**

### **Vice President, Municipal Operations**

Isaiah Mouw, CAPP, CPP, LEED GA, has worked in the parking industry for 11 years, and has managed nearly every facet of parking management in a municipal setting. As Vice President of Municipal Operations, Isaiah supports the Municipal Division that serves the various brands within the family of brands.

An industry Ambassador and frequent public speaker and author, Isaiah serves on the International Parking and Mobility Institute’s Advisory Council as a member of the Technology Committee, and also serves on the Board of Directors for the IPMI CAPP Board. Isaiah was recently recognized as the 2019 IPMI James M. Honeycutt Parking Professional of the Year!



## Transition Team



**Cheryl LaFoy**

**Director of Transitions**

Cheryl LaFoy joined Citizens Parking as Director of Transitions in 2018. She oversees transitions for new and existing business across the country. Her role is to provide guidance both internally and externally through the transition from the finalization of deals to opening day and through the start of full-fledged operations management. A logistics specialist with more than nine years of experience in operations and six years leading and managing staff on various levels, LaFoy joined Citizens after serving as the Vice President for Business and Event Operations for the WNBA's Atlanta Dream for three seasons. In her role with the Dream, she managed the entire business component of the organization, which included oversight of ticket sales, corporate partnerships, finance, marketing, event operations and human resources. Prior to her work in professional sports, LaFoy spent over a decade in operations management at Georgia Tech.

Cheryl graduated from Georgia Tech in 2002 with a B.S. degree in Industrial and Systems Engineering and is also a 2015 graduate of the Sports Management Institute (SMI). She has previously served as a committee member for the East Lake Women's Foundation and the Staff Council, Event Logistics Committee and Parking & Transportation Advisory Committee at Georgia Tech.



**Tracy Notte**

**Chief Human Resources Officer**

Tracy Notte joined Republic Parking through the Lanier Parking brand in February of 2016, as Vice President of Human Resources. She was quickly promoted to Senior Vice President of Human Resources for Citizens Lanier Holdings in May of 2016 overseeing the HR Departments of Lanier, AmeriPark and Park One. In 2017 Tracy was promoted to Chief Human Resources Officer for Citizens Parking. Her career includes multi-site, multi-state HR support for national retailers: Michael's the Arts and Crafts Stores, PetSmart and Advance Auto Parts. Tracy earned her Bachelor of Science in Agricultural Economics from the University of Georgia. She has an S.H.R.M - SCP certification from the Society for Human Resource Management and a C.P.C. certification from the National Association of Personnel Consultants. In 2018 Tracy was elected to the Board of Directors for Women in Parking for a 2-year term.



## **Jan Veal**

### **Director of HR & National Learning & Development Director**

Jan Veal has a M.Sc. degree in industrial organizational psychology from the University of Tennessee at Chattanooga and over 25 years of professional experience in diverse human resource settings and educational environments. Jan joined Republic Parking in 2006 as a human resource specialist and was promoted to director of human resources in March 2011. She also serves as the national learning and development director for Republic Parking employees throughout North America, providing advice and consultation to management regarding all training programs. As Republic Parking's human resources director, Jan provides support, training, and consultation to over 2,800 hourly and management staff members.

## IMPLEMENTATION PLAN

AmeriPark's transition process is systematic and methodical. As soon as the Parking Enforcement Service contract is awarded, AmeriPark's Transition Team will meet with AmeriPark's Senior Management, SMEs and OPS team to discuss the Scope of Work, understand more details and any Rialto's concerns, and begin execution of the Checklist. The checklist will be tracked through an electronic project management tool (a GANTT Chart). A timeline for completion of the Rialto transition will be developed based on the lead-time given prior to start-up. Transition Team Meetings will be held weekly, with the Checklist and Timeline updated regularly to share information with all parties, including Rialto.

### FUNDAMENTAL ELEMENTS & PROCESSES

AmeriPark shall DRAFT for the City's review and approval, a tiered Transition Plan that covers all aspects of ensuring a seamless transition for the City's management program. AmeriPark's team members will begin implementing that Plan under the direction of Cheryl LaFoy, AmeriPark's Director of Transitions. We will work closely with the City in a timely and methodical manner to develop an informative public relations strategy that will launch prior to rolling out the subject parking program.

The Transition Process starts with the notification that we will assume management of the City's parking program. At that point, our Director of Transitions, Cheryl LaFoy, will convene the Transition Team into a series of meetings and communications to ensure that no item is overlooked. Local staff will:

- Order necessary parking technology solutions
- Define needs for supplies, parking tickets, signage, and other miscellaneous items for advance ordering
- If necessary, adjust staffing levels and scheduling of hourly staff
- Meet routinely with City Staff

On the first day of operation, and perhaps even the first week should the City deem appropriate, additional management support will be on hand to greet arriving parkers to ensure efficiency and provide support to the hourly staff as they perform their new job duties.

We will also observe and coach hourly staff to ensure exceptional service. At the City's request, we can host opening day activities to include light breakfast items, giveaways, bottles of water etc., for the City's patrons.

### City of Rialto Implementation Plan (60 Days from Go Live Date)

We will supply a seasoned parking veteran as the General Manager for the City's operation. He or she will work side-by-side with Marco Pacheco (Regional Operations Manager) and Erik Garcia (Regional Manager) and Isaiah Mouw (Vice President of Municipal Operations), learning all facets of the City's operation. The team will focus on the goals for the City and our Company as its Operator, as well as develop customized orientations for our frontline team. Together, alongside our Transition Team, our General Manager will work collaboratively with the City on the following items and tasks within the first sixty (60) days after the award.

## City of Rialto Implementation Plan (30 Days from Go Live Date)

Each AmeriPark Enforcement Ambassador will obtain all required training from the County, the State, and AmeriPark. This is mandatory for any personnel who will be writing parking violations and all costs are covered under AmeriPark’s operating budget. The course not only covers the statutes that are needed for parking enforcement in California, it also covers subjects like safety, booting, customer service and courtesy, modern technology, recent changes in the law, professional appearance and the history of parking and why it is necessary for most municipalities to function. It will cover subjects such as how to look for violations, and special event parking and on-street parking are all covered in this class course.

A typical AmeriPark transition involves several members of our corporate, operational, and executive staff. Each member of the Transition Team has a defined role from the time the contract is signed, through the first week of operation and even for a period thereafter. It is important to AmeriPark that every employee be trained to the fullest in order to support the growth of the operation and respect the tight controls in place.

## City of Rialto “Startup Day/Opening Day”

On the first day of operation at the new location, additional management support will be on hand to greet arriving parkers to ensure efficiency and provide support to the hourly staff as they perform their new job duties. We will also observe and coach the hourly staff to ensure exceptional service.

Additional management team members are on-site during the first week of operation to perform back-of-the-house training and ensure functions (billing, office management, etc.) operate smoothly and efficiently. Additional on-the-job training is provided for staff as questions arise during actual operation.

As always, national support is available to location management to handle any issues that may arise.

## Transition Plan

Our planned pre-transition and opening guidelines are listed below, and subject further to input from Rialto. We reverse-engineer the plan to ensure we meet timelines and project milestones.

Time Required	Project Preparation Activities
Immediately following contract award and counting back	<ul style="list-style-type: none"> <li>• Introduce implementation team.</li> <li>• Meet with senior staff regarding management personnel and other key employees.</li> <li>• Finalize signage, operating plans, and equipment installation.</li> <li>• Assist <b>Rialto</b> with developing and implementing an effective public relations strategy to ensure successful rollout of the project.</li> <li>• Conduct progress and feedback meeting with <b>Rialto</b>.</li> </ul>
4–3 weeks	<ul style="list-style-type: none"> <li>• Initiate recruitment for all staff.</li> <li>• Meet with <b>Rialto</b> regarding proposed employees.</li> <li>• Commence preparation of standard operating procedures (SOPs).</li> <li>• Conduct progress and feedback meeting with <b>Rialto</b>.</li> </ul>

3 weeks	<ul style="list-style-type: none"> <li>• Interview existing or transferable employees.</li> <li>• Review resumes from external candidates.</li> <li>• Review office furniture and equipment requirements.</li> <li>• Meet with all subcontractors (as required) and confirm service contracts (equipment, etc.).</li> <li>• Conduct progress and feedback meeting with <b>Rialto</b>.</li> </ul>
2 weeks	<ul style="list-style-type: none"> <li>• Conduct interviews with field staff candidates.</li> <li>• Send offers of employment to successful field staff candidates.</li> <li>• Meet with <b>Rialto</b> regarding reporting requirements.</li> <li>• Commence preliminary office staff training.</li> <li>• Meet with subcontractors.</li> <li>• Conduct progress and feedback meeting with <b>Rialto</b>.</li> </ul>
1 week	<ul style="list-style-type: none"> <li>• Conduct orientation training on systems and procedures for field staff.</li> <li>• Confirm staffing schedules.</li> <li>• Issue uniforms to staff.</li> <li>• Meet with subcontractors.</li> <li>• Conduct progress and feedback meeting with <b>Rialto</b>.</li> </ul>
Start of contract under AmeriPark	<ul style="list-style-type: none"> <li>• Commence operation under new management.</li> <li>• Complete installation of telephone.</li> <li>• Commence review of operations for recommendations.</li> <li>• Train and assess field staff.</li> <li>• Commence weekly meeting with <b>Rialto</b>.</li> </ul>
+1–30 days	<ul style="list-style-type: none"> <li>• Implement changes to procedures (as required).</li> <li>• Field staff assessment and field training.</li> <li>• Commence 30–60-day review/report of existing operation.</li> <li>• Conduct initial customer survey (as required).</li> <li>• Meet with <b>Rialto</b> to review progress.</li> </ul>
45 days after transition	<ul style="list-style-type: none"> <li>• Present first financial statement.</li> <li>• Commence monthly meetings.</li> </ul>

## OPERATIONS PLAN

### Proposed Office

AmeriPark can establish an office location within the City limits of Rialto. AmeriPark staff will work directly out of this location. Meetings between the City and AmeriPark can be held at our office location. The AmeriPark local office will act as command center for all parking enforcement operations including but not limited to shift start, daily briefing, equipment check, daily shift reports, equipment check-in, end of shift debrief, and end of shift. A breakroom is also included for staff breaks.

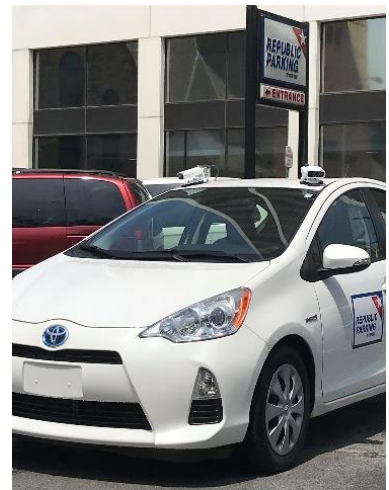
Alternately to keep costs to a minimum, the City can provide office space for the AmeriPark staff.

### Proposed Vehicle Fleet

AmeriPark will deploy the Toyota Prius as our enforcement vehicle. The Toyota Prius is a proven reliable vehicle for this enforcement contract. We will deploy one of the Toyota Prius for this contract.

The vehicle can be equipped with the license plate recognition systems. A Toughbook laptop will be installed on as secure mount in each of the vehicles. The LPR cameras will be professional mounted to the exterior of the vehicles and positioned in the optimal locations to maximize effective plate reads.

We would like to “enhance the visibility of parking enforcement”. We are visualizing using a consistent paint color for all our program vehicles with clear graphics identifying them as “Enforcement Vehicles”. Each vehicle will be equipped with safety lighting systems to protect against collision incidents.



Alternately to keep costs to a minimum, the City can provide the vehicle for the AmeriPark staff.

### Safety Technology

Each vehicle in our fleet will be tracked using GPS technology allowing us to know exactly where each vehicle is located at any time. We will use the GPS reporting system to allow us to document routes and to ensure that we are meeting the expected street coverage for the City.

Each vehicle will be equipped with an additional safety dash board camera system that will record incidents that may occur while in operation. In the event of a motor vehicle accident the cameras will record the event and document what actually occurred. The dash board camera systems will trigger recordings for impacts, sudden stops or acceleration and can be triggered by the employee should an incident occur with a customer.

## Fleet Maintenance & Repair

AmeriPark understands the importance maintaining an operating fleet of vehicles for this contract. We will employ a designated mechanic to perform routine maintenance and repairs on our vehicles. All repairs and maintenance work will be logged and available to the City for complete transparency.

The fleet maintenance plan will include a monthly record of maintenance performed on each vehicle by Date, Unit number, Vendor, maintenance performed, and cost. A vehicle inspection log is incorporated in the Officer Daily Log to document daily vehicle inspections. Parking enforcement representatives and supervisors are responsible for daily inspections of the vehicles and supervisors are responsible for weekly vehicle maintenance inspections.

Vehicles are inspected before and after shift by the supervisor and ambassador assigned to the vehicle for the shift.

Bicycles may also be provided when it does not make sense to use a vehicle to perform enforcement duties.

**RPS - DAILY VEHICLE INSPECTION SHEET - 2017**

Driver \_\_\_\_\_ Date \_\_\_\_\_

Vehicle \_\_\_\_\_ Mileage Out \_\_\_\_\_

Gas (enter amount) \_\_\_\_\_ Mileage In \_\_\_\_\_

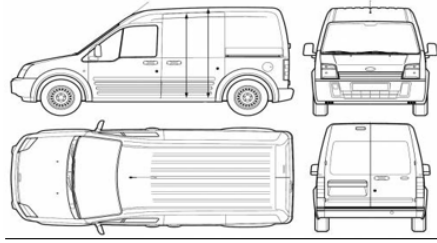
Comments: \_\_\_\_\_

**ANY new damage MUST be brought to the on-duty Manager's attention IMMEDIATELY.**

The items on this inspection sheet will be checked daily. A separate sheet should be filled out for each vehicle driven. Example: If you drive Truck #1 and switch over to Truck 2 during the day, 2 inspection sheets should be filled out for that day. These forms are due daily. Place an X by any item that needs attention. Place a check mark by the rest. Any discrepancies will be noted on the bottom of this sheet. Inspection time shall not exceed **5 MINUTES**.

<input type="checkbox"/> Ignition Key / Door Locks	<input type="checkbox"/> Horn
<input type="checkbox"/> Visual Inspection for Leaks under Vehicle	<input type="checkbox"/> Strobe Light
<input type="checkbox"/> Check Engine Compartment for Leaks	<input type="checkbox"/> Heater/Defroster
<input type="checkbox"/> Oil Level	<input type="checkbox"/> Windshield Wipers/Washers
<input type="checkbox"/> Washer Fluid Level	<input type="checkbox"/> Exterior Lights
<input type="checkbox"/> Coolant Level	<input type="checkbox"/> Interior Lights
<input type="checkbox"/> Power Steering Fluid Level	<input type="checkbox"/> Mirrors for Damage and Proper Adjustment
<input type="checkbox"/> Transmission Fluid Level	<input type="checkbox"/> Fuel Level (Should Not be Less Than 1/4 Tank)
<input type="checkbox"/> Check Tires for Wear and Proper Visual Pressure	

**INDICATE "NEW" VISIBLE DAMAGE ON THE PICTURES BELOW:**



The following **NEW** discrepancies were noted: \_\_\_\_\_

Manager / Corrective Action Taken: \_\_\_\_\_

Operator's Signature: \_\_\_\_\_ Manager Signature: \_\_\_\_\_

## Parking Technology Equipment

### License Plate Recognition

If LPR is desired by the City, AmeriPark recommends using industry leading Genetec as the License Plate Recognition (LPR) technology provider. AmeriPark has successfully deployed Genetec's LPR technology in over thirty municipal enforcement and immobilization programs over the past decade. Genetec has proven to be a highly effective and reliable solution with industry best plate read rates. Their system has been adaptable and easily integrated with other hardware and software technologies. Genetec is constantly improving their software systems and LPR camera technology to enhance the effectiveness of their product. As our industry has seen more and more custom license plates, vanity plates and the use of symbols in license plates Genetec has been improving their system to read and capture these unique plates.





## Specialized ALPR Intelligence at the Edge

The AutoVu™ SharpV is an all-in-one specialized automatic license plate recognition (ALPR) device which combines two high-definition cameras with onboard processing and illumination in a ruggedized, environmentally sealed unit. Whether monitoring parking or augmenting security, the SharpV is built to read license plates and stream contextual video simultaneously within Security Center.



The AutoVu™ automatic license plate recognition (ALPR) system automates license plate reading and identification, making it easier for law enforcement and for municipal and commercial organizations to locate vehicles of interest and enforce parking restrictions. Designed for both fixed and mobile installations, the AutoVu system is ideal for a variety of applications and entities, including law enforcement, municipal, and commercial organizations.



## High-Performance Compact ALPR Camera

The SharpX is an IP-based automatic license plate recognition (ALPR) camera designed for demanding mobile and fixed applications. With its small form factor, high resolution, and integrated illumination, the SharpX captures more license plates in a variety of conditions and at high speeds. Supporting up to four cameras connected to a single external processing unit, the SharpX ensures maximum coverage and the highest degree of accuracy in parking and law enforcement applications.



The AutoVu ALPR system offers features that heighten accuracy and increase operator efficiency. In addition, ALPR reads are augmented with context images, time stamps, and GPS coordinates and can include wheel images for strict time-limited parking enforcement. By providing this contextual data, the AutoVu system helps resolve investigations faster and reduces ticketing disputes.

*Plate Origin Recognition\** AutoVu recognizes the origin of read license plates, allowing customers with mission-critical security requirements further validate the identity of a vehicle entering their installations, while retail and gaming establishment users can track out-of-state customer shares over time and identify growth opportunities.

*Vehicle Make Recognition\** AutoVu identifies the brand of detected vehicles, enabling visual validation of vehicles on high-priority lists and increasing the precision of searches and investigations.

Centrally control and restrict access Avoid updating multiple lists by managing access rules on a single system. A unified system lets you rest assured that once you modify an individual's access rights, they change across the entire facility.





## Multi Space Meters

AmeriPark and its affiliates account for more than \$2.0 Billion in annual parking revenues. Among other integrated platforms that are part and parcel of various meter manufacturers' back-end systems, AmeriPark uses an integrated, computerized accounting system and accompanying revenue control protocol that account for all revenue, payroll, accounts payable, location and contract management and reporting functions.

AmeriPark's stringent revenue control platform and corresponding procedures ensure that our Management Personnel and front-line team members have individual accountability for their work. In addition, Revenue Control for the City's operations will be assured through:

- Proper training and review of employees
- Consistent supervision both on-site and off-site
- Institution of comprehensive equipment and maintenance programs
- A system of records designed to create an audit trail
- Site specific training directly from the pay station manufacturer

There are a variety of multi-space pay stations available for purchase today. AmeriPark has found two (2) pay station models that are reliable and work well in all-weather environments.

- T2 Digital LUKE II
- Flowbird CWT Touch

# Multi-Space Pay Station

## For On- and Off-Street Parking Environments

Public and private parking operators are realizing the benefits of multi-space pay stations: increased revenue, reduced operational costs, and superior customer service, to name just a few. Consumers also enjoy the added convenience, diverse payment options, and ease of use provided by pay stations. The LUKE II pay station is highly secure, flexible, and suitable for both on- and off-street deployments. LUKE II fulfills customer service expectations and delivers superior performance and significant contributions to operators' top and bottom line.

### LUKE II Features for Consumers

- Range of convenient payment options, such as coins, bills, credit cards, smart cards, passcards (value cards, campus cards), coupons, and Pay-by-Phone services
- Contactless payments for rapid parking transactions
- Extend-by-Phone service provides expiry reminders and the ability to add time via mobile phone
- Large color screen that is easy to read
- Prompts in multiple languages
- Ability to pay for parking or add time using any pay station in the system
- Coin escrow refunds consumers' money upon a cancelled transaction
- 38-key full alphanumeric keypad for easy license plate entry
- Easily recognizable design identifies machine as a parking pay station

### LUKE II Features for Parking Operators

- Separate maintenance and collections compartments for enhanced security
- Theft-resistant design to protect coins, bills, and internal components
- Enhanced locking mechanism and electronic lock support for added security
- PCI compliant and PA-DSS validated system ensures credit card data security
- Pay-and-Display, Pay-by-Space, and Pay-by-License Plate on the same pay station
- Remote configuration of rates and policies saves time and money
- Integration with leading parking technology partners for a complete solution
- Flexible rate structures and diverse payment options can increase revenue
- Reduced maintenance and collections costs
- Real-time credit card processing to reduce processing fees and eliminate bad debt
- Real-time reporting and alarming
- Complete audit trail and rich analytics

T2 UNIFI™ Parking





## LUKE II Specifications

Cabinet:	12-gauge cold rolled steel protected with an anti-corrosion coating
Payment Options:	Coins, bills, credit cards, contactless payments, smart cards, value cards, campus cards, coupons, Pay-by-Phone services. Coin escrow optional
Card Reader:	Cards are not ingested – no moving parts. Reads Tracks 1, 2, and 3 of all magnetic stripe cards conforming to ISO 7810 and 7811. Reads and writes to chip-based smart cards conforming to ISO 7810 and 7816
Bill Stacker:	1,000-bill capacity (U.S. only)
Printer:	2" receipt width
Display:	Color backlit LCD with 640 x 480 resolution
Keypad:	38-key alphanumeric with tactile buttons
Locks:	Can be re-keyed twice without removal of lock cylinder. Electronic locks optional
Access:	Separate compartments for maintenance and collections
Communications Options:	GSM/GPRS, CDMA, Ethernet
Environmental Requirements:	-40°F to +140°F (-40°C to +60°C)* Relative humidity: up to 95%
Power:	120 V AC. Slimline solar panel optional
Operational Modes:	Pay-and-Display, Pay-by-Space, Pay-by-License Plate
Multilingual Support:	Up to four languages using roman or non-roman characters
Audible Alarm:	Senses shock and vibration
Color:	Charcoal gray. Additional colors optional
Standards:	UL/CSA approved, ADA compliant, PCI compliant, PA-DSS validated

\*using separately purchased heater/insulator option. Low end of range is -4°F (-20°C) ambient without heater/insulator option

## Think Technology. Think Solutions. **Think T2.**



Since 1994, T2 Systems has been providing the parking industry with solutions that meet the ever-changing needs of parking managers and parkers alike. T2's unified parking management platform combines quality products and services with a commitment to thought leadership and strong customer relationships. T2's intelligent platform of Solutions-as-a-Service (SaaS)—including enforcement, permits, payments, PARCS, event parking and real-time parking availability—is trusted by over 1,000 organizations in the United States and Canada, including universities, cities, towns, private operators, and airports.

For additional information about T2 Systems, Inc. products and services, visit [www.T2systems.com](http://www.T2systems.com).

800.434.1502 | [T2systems.com](http://T2systems.com)

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# CWT Multi-Use Kiosks

MORE THAN A PAY STATION





# Technical Specifications

## KEY HIGHLIGHTS



COLOR TOUCH  
SCREEN OPTION



STAINLESS STEEL -  
CORROSION RESISTANT



MODULAR  
DESIGN

GENERAL DESIGN	
MATERIAL	304 stainless steel; Powder coated with anti-graffiti design
SIZE	(HxWxD) 61.22" x 16.42" x 15.35"
WEIGHT	229 pounds
TEMP/HUMIDITY	0 °F to 140 °F (-31 °F with main heater)/ Up to 97% humidity
COLOR	Standard - Black (Custom colors and wraps also available)
COMPLIANCE	EN 12414, CE, FCC, ISO 9001, ISO
USER INTERFACE	
LIGHTING	Front face lighting option available
DISPLAY OPTIONS	<ul style="list-style-type: none"> <li>9" Color Touch Screen</li> <li>7" Color Display</li> <li>6.6" Monochrome Display</li> </ul>
LANGUAGE	Multiple languages supported
KEYPAD (for non-Touch Screen models)	<ul style="list-style-type: none"> <li>4 software-controlled buttons below the display</li> <li>Piezo keypad and buttons (Alphanumeric keyboard with up to 48 buttons)</li> </ul>
PAYMENT OPTIONS	
COIN PAYMENT	<ul style="list-style-type: none"> <li>Up to 16 coins/tokens, three switch controlled, reprogrammable</li> <li>Mechanical coin slot shutter with inductive loop</li> </ul>
BANK NOTE PAYMENT	4-way note insertion; single bill escrow
CARD PAYMENT	Magnetic stripe, EVM chip card, and contactless card acceptance
OTHER	Cashless configuration available
COLLECTION	<ul style="list-style-type: none"> <li>Electronic lock option</li> <li>Coin canister capacity: 2,600 quarters</li> <li>Bill stacker capacity options: 500 or 1,000 notes</li> </ul>
POWER SUPPLY	<ul style="list-style-type: none"> <li>Battery (12 V DC)</li> <li>Solar (12 V, 13.6 W)</li> <li>Mains (230 V/115 V AC)</li> </ul>
SECURITY	<ul style="list-style-type: none"> <li>4 point locking system</li> <li>Cash vault: 0.24" hardened steel, drilling protected locking latches</li> </ul>
TICKET	<ul style="list-style-type: none"> <li>Thermo-electric printer, graphics supported, landscape or portrait.</li> <li>Paper Roll: 2.95" - 5.90" Length, 2.24" Width; 3,000 per roll for 4" tickets</li> </ul>
COMMUNICATIONS	GPRS, 3G LAN Supported, 4G Supported
REMOTE MANAGEMENT	Connected to Flowbird back-office suite; rates are remotely configurable

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DUE TO CONTINUAL PRODUCT DEVELOPMENT, SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

## Citation Issuance and Processing

The City must follow the California Vehicle Code for issuing and processing citations. AmeriPark will work with the City to identify a citation issuance and processing company that complies with the California Vehicle Code but also has a reputation for great custom service. AmeriPark will provide enforcement officers to issue warnings and citations and also manage a boot/tow process for vehicles who are parked illegally (such as a red curb) or have achieved scofflaw status.

## PATH

Parking administrations struggle to effectively manage Intelligent Transportation Systems (ITS) data from stand-alone reporting platforms such as parking sensors, mobile payments, PARCS, pay stations, LPR equipment, enforcement systems, and digital permitting. To meet their immediate reporting needs, many teams resort to using antiquated management tools like spreadsheets to sort, standardize, and evaluate the valuable data gathered from multiple systems and vendors.

PATH platform is a customizable ITS back-office system powered by REEF Technology and IBM Watson. Developed in close partnership with parking industry leaders and IBM data engineers, PATH creates innovative and customizable workflows for all of your ITS data aggregation, tracking, and evaluation needs.



## Uniforms

AmeriPark will outfit staff with the proper uniforms and enforcement equipment such as radios, vents, flashlights, etc. AmeriPark understands that appearance is an important part of the impression our customers have of us and our clients. Therefore, AmeriPark's uniform program and grooming guidelines for our employees help present a neat, clean, and professional image.

All staff will be issued jackets and hats for inclement weather. Staff will be provided with photo identification, name tags, and badges that clearly state AmeriPark and the staff person's name. Uniform attire typically includes





uniform shirts and dark blue trousers, name badge, flashlights (night officers), traffic safety vest, rain gear, baseball cap with “Parking Enforcement” embroidered on the cap.

## Staffing Plan

### General Manager

The General Manager ensures the safe and efficient parking operations while delivering service that exceeds our customer’s and client’s expectations. The General Manager is responsible for the day-to-day aspects of operating the parking operation including staff management, reporting, and resident and client relations. The General Manager will be the person who will be the 1st to respond to any communication from Rialto.

- Primary Client Contact
- Support City Leadership
- Develop & Maintain Relationships with Merchants & Business Leaders
- Supervise Entire Operation
- Quality Assurance of the Operation
- Prepare Special Client Reports (Utilization Reports, Capital Expense Plans, Budgeting, Marketing Plan, etc.)
- Review & Approve All Client Reporting
- Monitor & Implement Employee Training Programs
- Coordinate Corporate Support with Regional Director
- Monitor All Sub-Contractor Services & Relationships

### Parking Enforcement Officers

Full and part-time parking ambassadors enforce the City’s parking regulations. The Ambassador performs a variety of tasks to ensure a quality guest experience and the smooth operation of the parking facility that exceeds our customer’s and client’s expectations. Depending on the needs of the location, the Ambassador is responsible for monitoring the parking facility, issuing warning tickets/citations, and responding to customer inquiries, completing car counts, and ensuring location cleanliness. The Ambassador works closely with fellow team members, Operations Manager, and/or Shift Supervisor to ensure that cleanliness, as well as safety standards are met.



## Meter Collections/Maintenance

Meter collections/maintenance staff ensures the pay stations are operating effectively and monies are collected in a safe manner. This includes preventative and responsive actions.

A series of record-keeping and reporting procedures are compiled into a Standard Operating Procedures manual (SOP) from the core of our accounting/collection requirements, will incorporate all essential considerations of internal controls, segregation of duties and revenue control, in addition to any other requirements mandated by the City. Established protocol, subject to certain tasks associated with given manufacturers' equipment, follows

## Training

AmeriPark understands that our ability to provide a quality service to our clients is directly linked to the quality of people that we employ. AmeriPark focuses a tremendous amount of resources and time to the hiring process. Hiring well has a direct correlation with employee retention. By taking a methodical patient approach to matching qualified candidates to available positions, we keep turnover low, reducing operating costs and improving efficiencies. We are very proud to have the lowest employee turnover rate in the parking industry among national companies.

## Description of Hiring Process

Employee candidates are found by reference or ads placed in local papers, job boards or Career Builder. These potential candidates then fill out an application on-site that includes an aptitude test. The test measures basic math and problem-solving skills. Only applicants that pass the aptitude section are selected for further consideration and invited for interviews.

**careerbuilder.com™**

## Pre-employment Screening

The success of any parking program begins with the recruitment and hiring of the proper caliber of staff. To enable AmeriPark to select the best possible staff for employment, several pre-employment procedures will be undertaken. All staff will be required to complete the approved screening process before commencing work.



For all potential applicants, two telephone reference checks are conducted by the manager in charge. AmeriPark tries to contact the applicant's two most recent employers. Additionally, motor vehicle checks, honesty and integrity testing and, where clients allow, drug-and-alcohol screening.

Prior to being hired, applicants are screened for past criminal problems. Drug screening is also performed for all employees (where our client's consent), and always for employees who will be operating vehicles or in dangerous positions. Managers and bookkeepers are also screened for credit problems.

To ensure compliance with the Company's pre-employment practices, checks and balances are in place, ensuring that no payroll checks are issued to employees until all the pre-employment testing showing satisfactory compliance with company standards is on file at the central payroll office in Chattanooga.

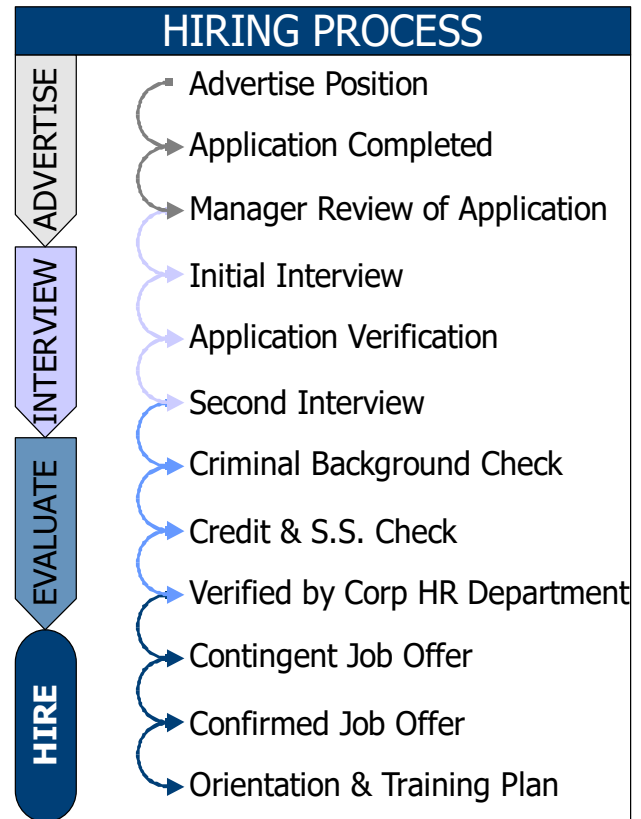


## Employee Training

AmeriPark understands that the value you receive from an employee will depend upon the value of training you offer them. Training gives you the opportunity to define the expectations of each role, as well as give them the tools to meet those expectations. Each of our employees will receive both on-going operational training and customer service training.

### Employee Training Matters!

The proper training of our employees is one of the highest priorities at Ameripark. We have developed the most effective training materials used in the parking and transportation management industry. HR department can interface with associates at every level, analyze their jobs and responsibilities, and structure training programs that ensure the employee has the knowledge and skills to perform at a high level of proficiency. In addition, we prescribe individual training for those managers who have specific individual needs to ensure they have all the skills necessary to succeed.



Our HR department takes a hands-on approach to training and development. Our staff monitors the progress of each management trainee to ensure that they are progressing at the expected level and covering the required materials. They communicate frequently with the trainee and the trainee's supervisor to check on the trainee's advancement. In addition, they make field visits to conduct customer service workshops onsite, engaging directly with the employees who interface with the patrons.

### Management Training Program

AmeriPark will provide a structured training program for all managers that is fully hosted and managed online. The e-learning training program consists of customized flash-based e-learning courses, quizzes, interactions, assessments and surveys. Each manager's progress is tracked online to ensure they are progressing in a satisfactory manner.

The program consists of a series of formal e-learning courses that are graded and evaluated for performance. Additionally, the program includes fewer formal webinars that provide live interaction. All the content is developed in-house and presented by senior management. The online training program consists of the following modules.

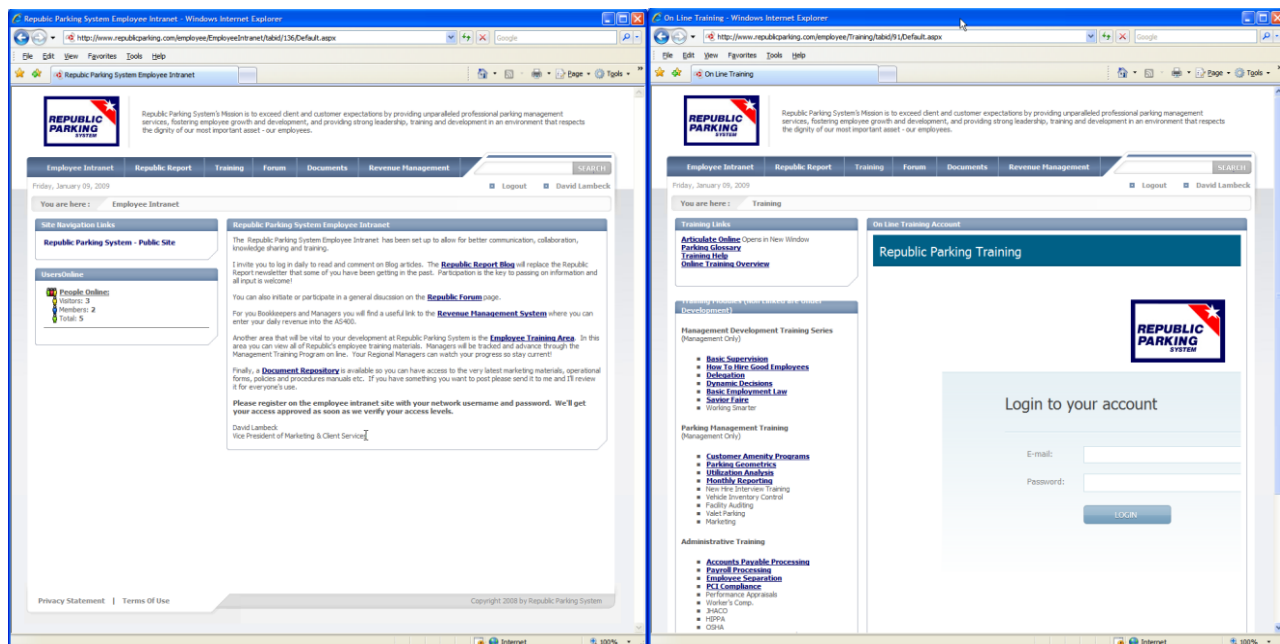
## Management Training Modules

Management Development	Parking Management	Administration
Basic Supervision How to Hire Good Emp. Delegation Dynamic Decisions Basic Employment Law Savior Faire Working Smarter	Parking Geometrics Utilization Analysis Revenue Control Customer Amenity Programs Facility Auditing Monthly Reporting On Street Operations	Employee Separation Payroll Processing PCI Compliance A/P Processing PARIS A/R System Revenue Mgmt. System

Where appropriate, the module is accompanied by a field training manual, worksheets and sample materials. Our management training program turns out well developed, multifaceted managers who are successful in managing complex properties and transportation systems for our clients and our company.

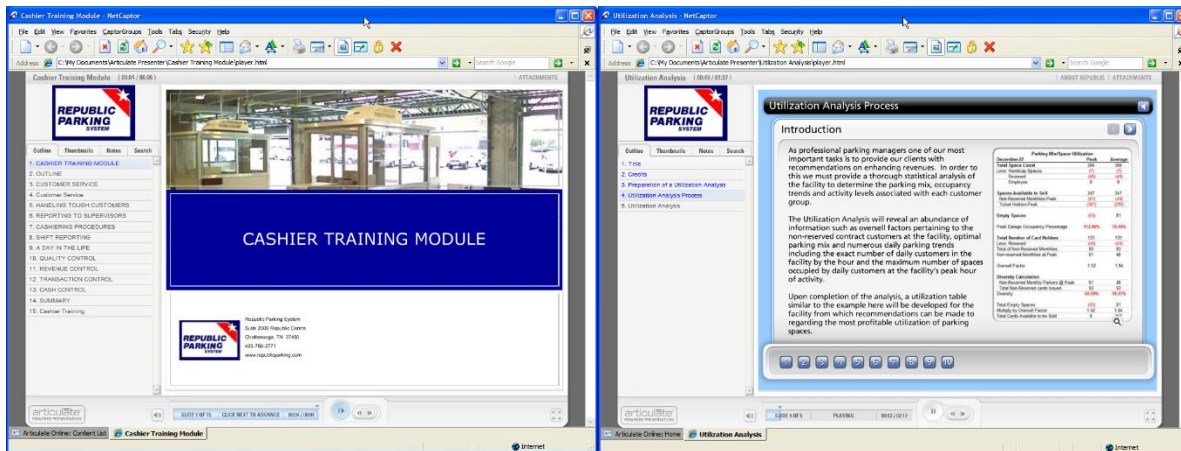
## E-Learning Training Courses

The e-learning courses are accessed via AmeriPark's employee intranet. The intranet also provides access to our company blog, key documents and the revenue management system where all daily revenues are posted and tracked.



The interactive e-learning courses are multifaceted programs that present material in a variety of formats, to appeal to each learning style. By using audio, visual and textual formats, users are able to absorb material more quickly.

## Sample Modules



The modules above are typical of the e-learning training courses provided. The detailed material is reviewed using PowerPoint slides and ten different types of interactive presentation methods.

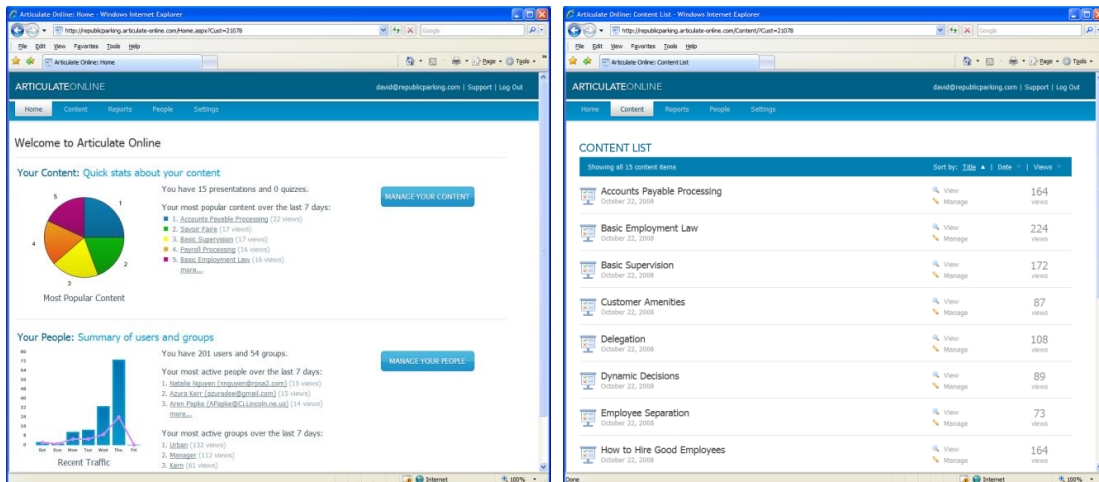
## Quiz / Evaluations / Surveys

The quizzes or surveys presented at the end of the e-learning course provide 21 different graded and survey question types – including true/false, multiple choice, fill in the blank, matching, hotspot, Likert scale and more. The Quizmaker allows us to:

- Incorporate images and movies to add interest and clarity to questions.
- Provide feedback based on user responses.
- Display results and specify actions that quiz takers follow, based on their scores.
- Customize buttons and labels with the choice of text and language.
- Brand our quizzes with custom colors and sounds.
- Capture quiz results through e-mail and integrate with our Articulate Online account.

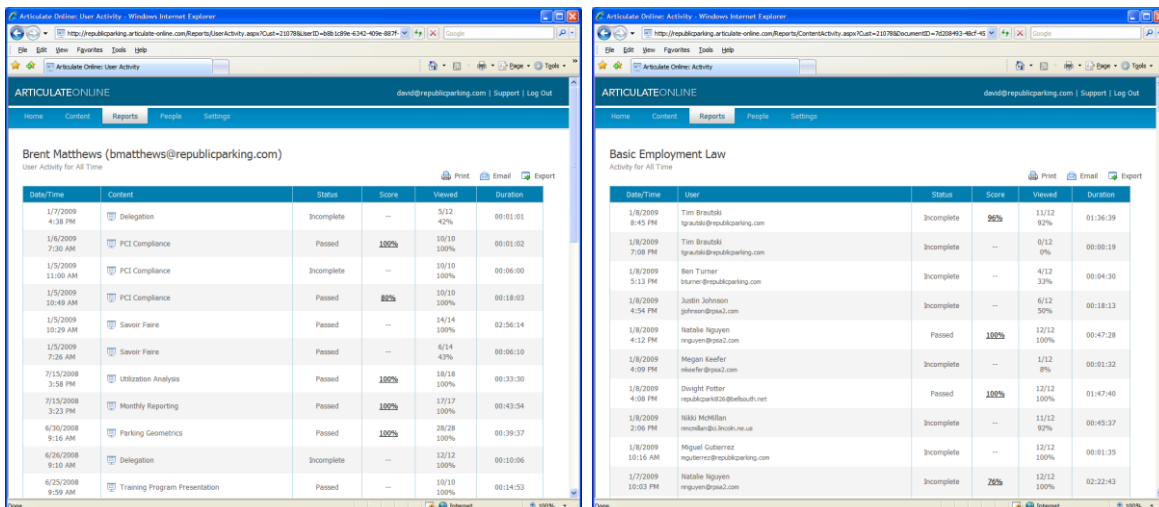
## Online Program Management

The training program is fully managed and monitored via the internet. User activity, progress and history are fully detailed for the life of the program and can be accessed by executive management at any time.



## Reporting

The system has a comprehensive reporting capability that can track usage by employee, group of employees, content etc. It gives detailed reports on the effectiveness of the content and allows us to modify training material to better serve the training requirements of the staff.



## Webinars

In addition to the structured e-learning courses, AmeriPark will also utilize internet-based Webinars using GoToWebinar.com. This service allows authorized, invited users to view the material directly from the Webinar Administrator's computer. This can include PowerPoint presentations, Documents, Software demonstrations and any type of material that can be electronically shared.

We present Webinars on a periodic basis, allowing a manager who misses a session to view similar material during the next session.

**GoToWebinar™** Web Events Made Easy

Date Range: Jun 20, 2008 10:04:55 to Jun 20, 2008 10:45:08 (GMT-7:00) Pacific Time (US and Canada), Taiwan

**Attendee Report: 4 attendees**

**General Information**

Date	Start Time	Scheduled Duration	Actual Duration
Mon, Jun 20, 2008	2:04 PM PDT	20 Min	40:15 Min

**Registrants/Attendees**

Registered	Opened Invitation	Clicked Registration Link	Total Attended
4	0	4	5

**Attendee Details**

Interest Rating	Attended	First Name	Last Name	Email Address	Email Verified	In Session Time	Q & A	Polls	Surveys
32	Yes	John	Smith	john@gmail.com	Yes	Join: 3:06 PM Exit: 3:39 PM Duration: 32:36Min			
31	Yes	Mary	Edwards	mary@gmail.com	Yes	Join: 3:05 PM Exit: 3:29 PM Duration: 23:56Min			
20	Yes	Bob	Doe	bob@gmail.com	Yes	Join: 3:11 PM Exit: 3:42 PM Duration: 30:56Min			
20	Yes	Susan	Roberts	susan@gmail.com	Yes	Join: 3:05 PM Exit: 3:38 PM Duration: 32:77Min			



In addition to training, the webinar format is used to host smaller, regional meetings online to avoid costly travel and time away from the parking facilities.



# Company Profile, Experience & Qualifications

## PACIFIC PARKING SYSTEMS, INC.

### Profile :



Pacific Parking Systems, Inc. ("PPSI") is a California corporation based in Irvine which has been an industry leader and sole supplier of numerous State, County, and Federal installations of automated revenue collection equipment throughout the state of California. The combined experience of the personnel, who collectively have over 40-years of experience in installing, servicing, and providing pay station equipment, ensures that the form and function of the equipment it offers has been successful and desired in the pay station market today. PPSI has an infrastructure devoted solely to the supply and support of automated parking pay station equipment.

Cities, Municipalities, Colleges and Private Operators, to name a few, are experiencing an ever-increasing need for unattended pay parking collections systems for managing parking fee collections. Many already use PPSI's parking fee collection equipment to expand their programs and allow them the flexibility of implementing different revenue collection programs as well as audit reporting functionality.

- PPSI provides full system integration and support.
- PPSI provides full product training, support and maintenance programs.
- PPSI sells or leases its products.
- PPSI is California OSMB/DGS certified #9530.
- Offices at:

#### CORPORATE OFFICE:

216 C Technology Drive  
Irvine, CA 92618  
(800) 663-7008 Toll Free  
(949) 453-9898 Phone  
(949) 453-9595 Fax

#### LONG BEACH OFFICE:

6285 E. Spring Street #457  
Long Beach, CA 90808  
(800) 663-7008 Toll Free  
Long Beach Business License  
# BU20938070

#### HAWAII OFFICE:

636 Kaha Street  
Kailua, HI 96734  
(800) 663-7008 Toll Free  
(808) 262-2198 Local

Experience Servicing & Installing  
Automated Pay Station Equipment

26 Years

Home Office

Irvine, California

Solely Dedicated To Pay Station  
Equipment Sales & Service

Yes

Service Response	Same Day Or Not More Than 24 Hour On-Site By Technician
New Equipment Warranty	12 Months On-Site & Shop Labor, 12 Months Parts
Manufacturer Location	Petaluma, CA
Manufacturing Experience	60+ years
Examples Of Installations Provided By PPSI	<ul style="list-style-type: none"> <li>• City of Arcadia</li> <li>• City of Covina</li> <li>• City of West Covina</li> <li>• City of Alhambra</li> <li>• City of Pasadena</li> <li>• City of South Pasadena</li> <li>• City of Baldwin Park</li> <li>• City of Glendora</li> <li>• City of Temple City</li> <li>• City of San Gabriel</li> <li>• City of San Dimas</li> <li>• City of La Verne</li> <li>• City of Long Beach</li> <li>• City of San Diego</li> <li>• City of San Clemente</li> <li>• City of Oxnard</li> <li>• City of Oceanside</li> <li>• City of Port Hueneme</li> <li>• City of Laguna Beach</li> <li>• U.S. Dept. of the Interior</li> <li>• Orange County Parks</li> <li>• California State Parks Angeles District</li> <li>• UC Riverside</li> <li>• Riverside Community College District</li> <li>• Mt. San Jacinto College</li> <li>• Meniffee Valley College</li> <li>• Crafton Hills College</li> <li>• Mt. San Antonio College</li> <li>• College of the Desert</li> <li>• East Los Angeles College</li> <li>• CSU Los Angeles</li> <li>• CSU Dominguez Hills</li> <li>• CSU Channel Islands</li> <li>• CSU Bakersfield</li> <li>• CSU San Bernardino</li> </ul>

## REFERENCE CONTACTS:

### CALIFORNIA STATE UNIVERSITY CONTACT:

1. California State University, Los Angeles  
Carmen Gachupin  
Director, Parking & Transportation Services  
Parking Services  
5151 State University Drive  
Los Angeles, CA 90032-8560  
[cgachupin@calstatela.edu](mailto:cgachupin@calstatela.edu)  
(323) 343-5754
- (22) Twenty-two VenTek SVI/venSTATION Pay by License Plate pay station machines with bill, coin, credit card, online real time connection.
- On-site annual maintenance contract customer.

### MUNICIPAL CONTACT:

2. The City of Laguna Beach  
Steve Lindsay  
Parking Services  
505 Forest Avenue  
Laguna Beach, CA 92651  
[slindsay@lagunabeachcity.net](mailto:slindsay@lagunabeachcity.net)  
(949) 497-0349
- (17) Seventeen VenTek venSTATION pay station machines with bill, coin, credit card, online real time connection.

### COMMUNITY COLLEGE CONTACT:

3. Cerritos College  
Chief Tom Gallivan  
Campus Police  
11090 New Falcon Way  
Cerritos, CA 90703  
[tgallivan@cerritos.edu](mailto:tgallivan@cerritos.edu)  
(562) 860-2451 Ext. 2327
- (7) Seven VenTek venSTATION pay station machines with bill, coin, credit card, online real time connection.
- On-site annual maintenance contract customer.
- Replaced Competitor Machines

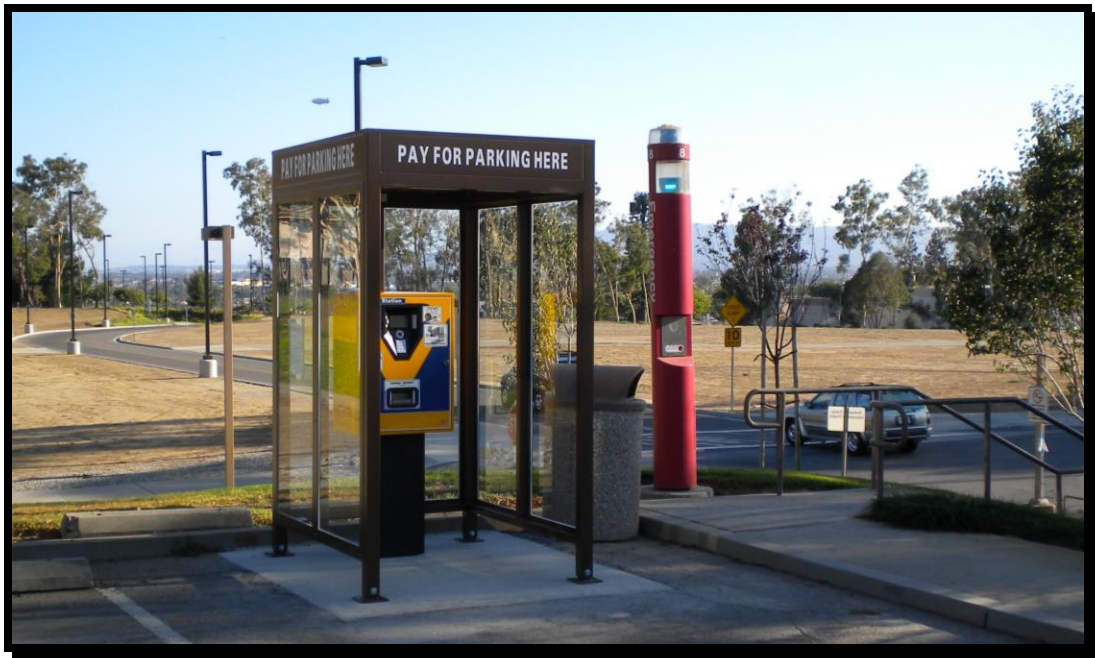
Site Pictures:



**California State Parks Tahoe District-PBL**



**City of San Clemente Pier venSTATION**



**CSU Dominguez Hills SVI With Shelter-Emergency Phone**



**CSU Pomona Custom Color venSTATION**





**City of Westminster Elevator Lobby venSTATION**



**Gated Entry & Exit POF/PIL venSTATION**



**City of San Clemente SVI Metro Link Lot**



**Flagship Cruises San Diego Ferry Custom Wrap**



**City of Laguna Beach M400 On-Street Short Term Parking  
(Replaces Single Space Meters)**



**Angeles District CA Parks Malibu With Optional Tall Mast Solar**





## Legislation Text

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**File #:** EDC-20-0756, **Version:** 1, **Agenda #:**

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For Economic Development Committee October 28, 2020

TO: Honorable Economic Development Committee Members

FROM: Michael Tahan, Interim Public Works Director

Purchase of Electric Vehicles and Purchase and Installation of Electric Vehicle Charging Stations.

### **BACKGROUND:**

On September 10, 2019, the City of Rialto received grant funding from Mobile Source Air Pollution Reduction Review Committee (MSRC) in the amount of \$135,980. The Grant required City matching funds in the amount of \$177,327. The City utilized AB 2766 funding allocation to cover the required match. The MSRC grant, along with the City's matching funds from AB2766 total \$313,307. The staff report accepting this funding is included as **Attachment 1**.

The Grant will be used for the purchase of Light-duty Zero Emission (battery-electric or fuel cell) equivalent vehicles at approximately \$28,000 each. MSRC funding will cover 50% of the vehicle's net purchase price or \$10,000, whichever is less. The City will be using AB 2766 funding allocation to cover the required match. The City projects being able to purchase up to 9 vehicles, depending on pricing obtained from the RFB.

The Grant will be also be used to install EVSE (Electric Vehicle Supply Equipment) charging stations at publicly accessible locations. MSRC funding will cover 75% of the cost to install EVSE (Electric Vehicle Supply Equipment) charging stations. Therefore, the City's match requirement is only 25% per the Program Opportunity Notice. The City will use the AB 2766 funding allocation to cover the 25% match. Staff estimates that the City could Purchase 4 new charging stations and install eight charging stations (4 new and 4 old) with this project.

### **ANALYSIS/DISCUSSION:**

#### **Electric Vehicles**

The Fleet Department evaluated three of the most popular electric vehicles currently on the market. All vehicles were 2020 models. The vehicles being used for the comparison were the:

- Tesla Model 3
- Chevrolet Bolt
- Nissan Leaf

All the vehicles are very similar in cost and features, but the Chevrolet Bolt has some distinct benefits over the other two models. First, the City of Rialto's Fleet Division already utilizes multiple Chevrolet Dealership for current Fleet needs. Training for staff would be minimal for servicing the Chevrolet model. **Table 1** below shows a comparison of features

**Table 1**

	<b>Electricity Range</b>	<b>Consumer Rating</b>	<b>Roadside Assistance</b>	<b>MSRP Cost</b>
<b>Nissan LEAF</b>	149 miles	4.5/5	N/A	\$34,190
<b>Chevrolet BOLT</b>	259 miles	4.9/5	5 year/ 60,000 miles	\$34,467
<b>Tesla Model 300</b>	250 miles	4.3/5	N/A	\$37,990

researched by the Fleet Maintenance Division.

When making the comparison, the Fleet Division ranks the electricity range as the number one factor, consumer rating as number two and roadside assistance number three. The pricing listed does not reflect fleet bid pricing.

### **Electric Vehicle Charging Stations**

The City currently has electric vehicle charging stations at the following locations:

- **Metrolink Parking Lot North** - Two (2) single charging stations (Free to charge)
- **Metrolink Parking Lot South** - One (1) single charging station (ChargePoint), one (1) dual charging station (ChargePoint)
- **Rialto Library Parking Lot** - One (1) single charging station (Free to charge)
- **Rialto Racquet and Fitness Center** - One (1) dual charging station (Free to charge)
- **Easton Retail Center Parking Lot** - One (1) single charging Station (ChargePoint), and One (1) dual charging station (ChargePoint)

Below are pictures of the dual and single ChargePoint Electric Vehicle Charging Stations we plan to install which will replace the older “Free Charge” stations.



## Page 4 of 5



It is the City's plan to remove the "Free to Charge" stations at the Library, Metrolink Parking Lot (north side) and Fitness Center and replace them with new ChargePoint charging stations. The old, free charge stations would then be relocated to the City's Fleet Services location or other secure City facilities to be used by the City's Electric fleet purchased through this grant.

- **Metrolink Parking Lot North** - Two (2) single charging stations (Free to charge) to be replaced with One (1) single charging Station (ChargePoint), and One (1) dual charging station (ChargePoint)
- **Rialto Library Parking Lot** - One (1) single charging station (Free to charge) to be replaced with One (1) dual charging station (ChargePoint)
- **Rialto Racquet and Fitness Center** - One (1) dual charging station (Free to charge) to be replaced with One (1) dual charging station (ChargePoint)
- **Other locations where appropriate if funding is available**

#### **FINANCIAL IMPACT:**

##### **Operating Budget Impact**

This action will have no impact to the operating budget; however, when the project is completed, the charging stations average annual operation and maintenance cost is approximately \$2,163 according to an analysis conducted for similar charging stations used at the Easton Retail Center parking lot. The maintenance of zero or near zero emission vehicle may require additional maintenance costs; however, fuel cost savings should adequately offset the additional maintenance costs.

##### **Capital Improvement Budget Impact**

To purchase clean-fueled vehicles and install EVSE (Electric Vehicle Supply Equipment) charging stations the following budget is required:

- Grant funds in the amount of \$135,980 from MSRC
- City matching funds from AB 2766 funding allocation in the amount of \$177,327

#### **RECOMMENDATION:**

Staff Request Economic Development Committee to Recommend City Council Approve the purchase of up to 9 Chevrolet Bolt electric vehicles, 3 (ChargePoint) dual charging stations and 1 (ChargePoint) single charging station.





## Legislation Text

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**File #:** CC-19-784, **Version:** 1, **Agenda #:** F.7

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For City Council Meeting [September 10, 2019]

TO: Honorable Mayor and City Council

APPROVAL: Rod Foster, City Administrator

FROM: Sean Grayson, Acting Public Works Director

Request City Council to Adopt **Resolution No. 7552** Accepting the MSRC Grant Clean Transportation Funding Local Partnership Program and Execute the Contract Agreement of \$135,980.

On September 1, 2017, the Mobile Source Air Pollution Reduction Review Committee (MSRC) issued a 2017 Local Government Program to partner with cities and counties to “jumpstart” implementation of the South Coast Air Quality Management District’s (SCAQMD) 2016 Air Quality Management Plan (AQMP). On April 11, 2018, MSRC extended the program deadline to August 2, 2018, and listed eligible cities with corresponding reserved dollar allocations to use toward eligible projects. The program emphasizes an accelerated transition to zero and near-zero vehicles along with essential supporting infrastructure.

The new Local Government Partnership Program seeks to improve upon the prior program in the following ways:

- Increases participation of cities and counties within the South Coast District - the Local Government *Partnership* Program allocates MSRC funding pro-rata based upon population for each city and county within the MSRC District who participates in the AB 2766 Motor Vehicle Registration fee program.
- Directly supports implementation of the South Coast District’s 2016 AQMP by focusing MSRC investments on AQMP Measures.
- Educates local government leadership on air quality challenges and the regional blueprint for achieving healthful air for all residents.
- Leverages other sources of available funding.

### **ANALYSIS/DISCUSSION**

MSRC calculated Rialto’s pro-rata share of the MSRC local partnership program (LPP) amount at \$135,980 based on population. Rialto has received the LPP funding for the following project categories:

1. Purchase approximately nine (9) Light-duty Zero Emission (battery-electric or fuel cell) equivalent vehicles at approximately \$28,000 each. MSRC funding will cover 50% of the vehicle's

net purchase price or \$10,000, whichever is less. The City is required in the grant application to use AB 2766 funding allocation for the city required match.

2. MSRC funding will cover 75% of the cost to install EVSE charging stations at publicly accessible locations. Therefore, the City's match requirement is 25% per the Program Opportunity Notice. The City is required in the grant application to use the AB 2766 funding allocation to cover its 25% match. The most recent EVSE charging stations installed in the City are located at the Easton Retail Center parking lot near the In-N-Out restaurant with construction and installation cost per charging station estimated at roughly \$8,000 per station. Staff estimates that the City could install at least eight (8) charging stations with this project.

Staff will review other types of charging stations similar to those used by San Bernardino County Transportation Association (SBCTA) which have options to charge an additional service fee for fully charge vehicles that remain plugged in for use in this procurement.

### **ENVIRONMENTAL IMPACT**

The proposed request is not a "Project" as defined by the California Environmental Quality Act (CEQA). Pursuant to Section 15378(a), a "Project" means the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. According to Section 15378(b), a Project does not include: (5) Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

### **GENERAL PLAN CONSISTENCY**

Approval of this action complies with the following City of Rialto General Plan Goals and Policies:

*Our City government will lead by example, and will operate in an open, transparent, and responsive manner that meets the needs of the citizens and is a good place to do business.*

**Goal 2-35: Reduce air pollution emissions from both mobile and stationary sources in the City.**

Policy 2-35.1: Replace Rialto's vehicle fleet with low-emission, economically sensible vehicles.

### **LEGAL REVIEW**

The City Attorney has reviewed and supports this staff report and Resolution.

### **FINANCIAL IMPACT**

#### **Operating Budget Impact**

When the project is completed, the charging stations average annual operation and maintenance cost is approximately \$2,163 according to an analysis conducted for similar charging stations used at the Easton Retail Center parking lot.

The maintenance of zero or near zero emission vehicle may require additional maintenance costs; however, fuel cost savings should adequately offset the additional maintenance costs.

#### **Capital Improvement Budget Impact**

Funding is budgeted and available to purchase clean-fueled vehicles and install EVSE charging stations as identified below:

- Grant funds in the amount of \$135,980 from MSRC in the SCAQMD AB2766 Fund Account Number 226-500-7915-3050-190209-05.
- City matching funds from AB 2766 funding allocation in the amount of \$177,327 from SCAQMD AB2766 Fund Account Number 226-500-7911-3050-190209-08

**Table 1 Project Funding**

Type	Description of Vehicle	Number	Unit Cost	Total
Light-duty Zero Emission Vehicle: Battery-Electric or fuel cell vehicles	Replace older fleet	9	\$ 28,000	\$ 252,000
<b>SRC Funding (50% or \$10,000 per vehicle whichever is less)</b>				<b>\$ 90,000</b>
<b>City Match</b>				<b>\$ 162,000</b>
Electric Vehicle Charging Stations				\$ 61,307
<b>MSRC Funding (75% publicly accessible)</b>				<b>\$ 45,980</b>
<b>City Match</b>				<b>\$ 15,327</b>
<b>MSRC Funding</b>				<b>\$ 135,980</b>
<b>City Match: AB2766 Fund</b>				<b>\$ 177,327</b>
<b>Total Sources of Funds</b>				<b>\$ 313,307</b>

Licensing

No Business License tax is required with this action.

**RECOMMENDATION**

Staff recommends that the City Council Adopt a Resolution Accepting the MSRC Grant Clean Transportation Funding Local Partnership Program and Execute the Contract Agreement of \$135,980.



December 12, 2018

Katie Nickel  
City of Rialto  
335 W Rialto Ave.  
Rialto, CA 92376

Dear Ms. Nickel:

Enclosed please find two copies of contract **#ML18159** for signature by the City of Rialto. After each copy has been signed, please have **both originals** sent back to me at the following address:

Leah Alfaro  
MSRC/AB2766  
21865 Copley Drive  
Diamond Bar, CA 91765

If we do not receive the signed contract within 12 months from the date of this letter, we reserve the right to terminate negotiations. If negotiations are terminated, the amount previously awarded will revert to the AB 2766 Discretionary Fund.

After the contract has been executed by this agency, I will return one copy for your files. Please call me if you have any questions regarding this contract.

Sincerely,



Leah Alfaro  
MSRC Contracts Administration  
(909) 396-2036  
[leah@cleantransportationfunding.org](mailto:leah@cleantransportationfunding.org)

Enclosures





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**AB 2766/MSRC LOCAL GOVERNMENT PARTNERSHIP PROGRAM CONTRACT**

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**1. PARTIES**

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Rialto (referred to here as "CONTRACTOR") whose address is 150 S. Palm Avenue, Rialto, California 92376.

**2. RECITALS**

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
- B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
- E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Partnership Program Proposal dated July 31, 2018.
- F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

**3. DMV FEES**

CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

**4. AUDIT AND RECORDS RETENTION**

- A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no

case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. TERM

The term of this Contract is for fifty three (53) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.

6. SUCCESSORS-IN-INTEREST

This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.

7. REPORTING

CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

9. EARLY TERMINATION

This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

10. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

11. INSURANCE

CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

12. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

13. DISCLAIMER OF WARRANTY

The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

14. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Hundred Thirty Five Thousand Nine Hundred Eighty Dollars (\$135,980) in accordance with Attachment 2 - Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

15. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will

maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

17. NOTICES

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

CONTRACTOR:

City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376

Attn: Katie Nickel, email: [KNickel@RialtoCA.gov](mailto:KNickel@RialtoCA.gov)

18. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

19. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

20. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

21. SECURITY INTEREST

CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

22. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.



23. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

25. NON-EFFECT OF WAIVER

The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

27. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

28. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority,

acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

29. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

30. HEADINGS

Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

31. DUPLICATE EXECUTION

This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

32. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

33. PRE-CONTRACT COSTS

Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that this Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

34. CHANGE TERMS

Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

35. PREVAILING WAGES

CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify,

defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

36. ENTIRE CONTRACT

This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

37. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF RIALTO

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

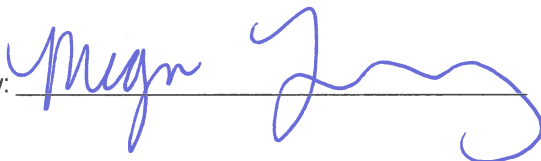
Date: \_\_\_\_\_

ATTEST:  
Denise Garzaro, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Bayron T. Gilchrist, General Counsel



By:  \_\_\_\_\_

//MSRC Master Boilerplate  
Revised April 24, 2018

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**1. Project Elements**

- A. The City of Rialto (hereinafter referred to as "CONTRACTOR") is to procure nine on-road, light-duty (possessing a gross vehicle weight rating less than 8,501 pounds) zero emission vehicles (battery electric or fuel cell). Hybrid vehicles do not qualify as zero emission.
- B. CONTRACTOR is also to install six "Level II" type EV charging stations at locations within the City of Rialto. Stations shall be accessible to the public 24 hours per day, 7 days per week. Installations must include signage with information on whom to contact in the event that users encounter malfunctions. The stations shall meet current Society of Automotive Engineers J1772 standards. Candidate locations are shown in the table below:

1243 S. Riverside Avenue
150 S. Palm Avenue
261 S. Palm Avenue
166 E. Easton Street

These locations are understood to be tentative; CONTRACTOR shall notify MSRC staff of any location changes.

CONTRACTOR shall be reimbursed according to Attachment 2 – Payment Schedule.

**2. Operation Requirements and Reimbursement for Noncompliance: Light Duty Vehicles**

Light-duty vehicles are required to operate for a minimum of three years. CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the light-duty vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than three (3) years from the date the vehicle enters service (new vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the three year period referred to above, notice shall be provided to SCAQMD no less than 30 days preceding the day the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the SCAQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the three year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this three year term and SCAQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, SCAQMD may elect to either require the reimbursement specified above, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than three (3) years from the date the vehicle entered service (new vehicles). Notice of SCAQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

**3. Operation Requirements and Reimbursement for Noncompliance: EV Charging Stations**

CONTRACTOR is obligated to comply with the Operational Availability requirements set forth as follows:

- A. CONTRACTOR commits to ensuring Level II charging stations remain operational in the original location for a period of no less than three (3) years from the date the station begins operations in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this Contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result of one or more reasons set forth in the EARLY TERMINATION clause of this Contract.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**4. Display of MSRC Logo**

CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle becomes operational. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain the decal for the life of the equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

**5. Promotion**

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the vehicles and EV charging stations. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**6. Reports**

Quarterly Reports: Until vehicles are placed into service and EV charging stations commence operation, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. The Final Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions about this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and the impact of the project on future electric vehicle projects.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**7. Project Schedule**

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

<b>Task</b>	<b>Completion</b>
Submit Public Outreach Plan	Month 7
Place light-duty zero-emission vehicles into service	Month 13
Complete EV station installations and enter into service	Month 14
Implement Public Outreach Plan	Month 16
Quarterly report	Quarterly beginning with Month 4
Final Report	Month 17



**Attachment 2  
Payment Schedule  
City of Rialto  
Contract Number ML18159**

**Cost Breakdown**

<b>Purchase Category</b>	<b>Maximum AB2766 Discretionary Funds payable under this Contract</b>	<b>CONTRACTOR AB2766 Subvention Funds Applied</b>	<b>Other Funds Applied to Match</b>	<b>Total Cost</b>
On-road light-duty zero emission vehicles	\$90,000	\$162,000	\$0	\$252,000
EV Charging Stations – Public Access	\$45,980	\$15,327	\$0	\$61,307
<b>Totals</b>	<b>\$135,980</b>	<b>\$177,327</b>	<b>\$0</b>	<b><u>\$313,307</u></b>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for vehicles even if charging stations are not yet complete, or vice versa. Proof of completion shall include:

- For vehicles:
  - Proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service; and
  - Documentation of the specific vehicle purchased, including the year, manufacturer, engine (if applicable) and model.
- For EV charging stations:
  - Representative photos of completed stations;
  - A report signed by a responsible official certifying that the station has been completed as described in Attachment 1; and
  - Receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

- For vehicles, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied after any manufacturer, federal or state

**Attachment 2  
Payment Schedule  
City of Rialto  
Contract Number ML18159**

rebates and incentives, up to a maximum of \$10,000 per light-duty zero emission vehicle;  
and

- For the EV charging stations, the amount reimbursed to CONTRACTOR shall not exceed thrice the actual amount of AB 2766 Subvention and other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.



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**AB 2766/MSRC LOCAL GOVERNMENT PARTNERSHIP PROGRAM CONTRACT**

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1. PARTIES

The parties to this contract ("Contract") are the South Coast Air Quality Management District (referred to here as "SCAQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the City of Rialto (referred to here as "CONTRACTOR") whose address is 150 S. Palm Avenue, Rialto, California 92376.

2. RECITALS

- A. SCAQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California (State). SCAQMD is authorized under State Health & Safety Code Section 44225 (AB 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
- B. Under AB 2766, SCAQMD's Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action, the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to SCAQMD.
- C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by SCAQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
- D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by SCAQMD's Governing Board, SCAQMD authorized this Contract with CONTRACTOR for equipment or services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
- E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR's Local Government Partnership Program Proposal dated July 31, 2018.
- F. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
- G. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.

3. DMV FEES

CONTRACTOR acknowledges that SCAQMD cannot guarantee that the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that payment under this Contract is contingent upon SCAQMD receiving sufficient funds from the DMV, and that SCAQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees.

4. AUDIT AND RECORDS RETENTION

- A. CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by SCAQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from motor vehicles pursuant to the Clean Air Act of 1988.
- B. CONTRACTOR agrees to maintain records related to this Contract during the Contract term and continue to retain these records for a period of two years beyond the Contract term, except that in no

case shall CONTRACTOR be required to retain more than the most recent five years' records. SCAQMD shall coordinate such audit through CONTRACTOR'S audit staff.

- C. If an amount is found to be inappropriately expended, SCAQMD may withhold funding, or seek reimbursement, from CONTRACTOR in the amount equal to the amount that was inappropriately expended. Such withholding shall not be construed as SCAQMD's sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

## 5. TERM

The term of this Contract is for fifty three (53) months from the date of execution by both parties, unless terminated earlier as provided for in the TERMINATION clause of this Contract, the EARLY TERMINATION clause, or the term is extended by amendment of this Contract in writing. No work shall commence prior to the Contract start date, except at CONTRACTOR's cost and risk, and no charges are authorized until this Contract is fully executed, subject to the provisions stated in the PRE-CONTRACT COSTS clause of this Contract.

## 6. SUCCESSORS-IN-INTEREST

This Contract, and the obligations arising under the Contract, shall be binding on and inure to the benefit of CONTRACTOR and their executors, administrators, successors, and assigns.

## 7. REPORTING

CONTRACTOR shall submit reports to SCAQMD as outlined in Attachment 1 - Statement of Work. SCAQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.

## 8. TERMINATION

- A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in the NOTICES clause of this Contract. The non-breaching party reserves all rights under law and equity to enforce this Contract and recover damages.
- B. SCAQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise by SCAQMD, discontinue any Work being performed under this Contract and cancel any of CONTRACTOR's orders for materials, facilities, and supplies in connection with such Work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to SCAQMD. Thereafter, CONTRACTOR shall perform only such services as may be necessary to preserve and protect any Work already in progress and to dispose of any property as requested by SCAQMD.
- C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under section B of the TERMINATION clause of this Contract. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to SCAQMD all copies of documents and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

9. EARLY TERMINATION

This Contract may be terminated early due to the following circumstances: The infrastructure identified in Attachment 1, Statement of Work, becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.

10. STOP WORK

SCAQMD may, at any time, by written notice to CONTRACTOR, require CONTRACTOR to stop all or any part of the Statement of Work tasks in this Contract. A stop work order may be issued for reasons including, but not limited to, the project exceeding the budget, out of scope work, delay in project schedule, or misrepresentations. Upon receipt of the stop work order, CONTRACTOR shall immediately take all necessary steps to comply with the order. CONTRACTOR shall resume the work only upon receipt of written instructions from SCAQMD cancelling the stop work order. CONTRACTOR agrees and understands that CONTRACTOR will not be paid for performing work while the stop work order is in effect, unless SCAQMD agrees to do so in its written cancellation of the stop work order.

11. INSURANCE

CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the SCAQMD below. The certificate of self-insurance shall be mailed to: SCAQMD, 21865 Copley Drive, Diamond Bar, CA 91765-4178, Attention: Cynthia Ravenstein, MSRC Contracts Administrator. **The SCAQMD Contract Number must be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, SCAQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

- A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.
- B. General Liability insurance with a limit of at least \$1,000,000 per occurrence, and \$2,000,000 in general aggregate.
- C. Automobile Liability insurance with limits of at least \$100,000 per person and \$300,000 per accident for bodily injuries and \$50,000 in property damage, or \$1,000,000 combined single limit for bodily injury or property damage.

12. INDEMNIFICATION

CONTRACTOR agrees to hold harmless, defend and indemnify SCAQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action, judgments, attorney's fees, or any other expenses arising from or related to any third party claim against SCAQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract. This Indemnification Clause shall survive the expiration or termination (for any reason) of the Contract and shall remain in full force and effect.

13. DISCLAIMER OF WARRANTY

The purchase or lease of funded vehicles/equipment is the CONTRACTOR's decision. The SCAQMD does not make any express or implied warranty of merchantability, fitness for a particular purpose or otherwise, quality or usefulness of the technology or product. Without limiting the foregoing, the SCAQMD will not be financially responsible, or otherwise liable, for the installation or performance of the vehicle/equipment.

14. PAYMENT

- A. SCAQMD shall reimburse CONTRACTOR up to a total amount of One Hundred Thirty Five Thousand Nine Hundred Eighty Dollars (\$135,980) in accordance with Attachment 2 - Payment Schedule expressly incorporated herein by this reference and made a part hereof of the Contract.
- B. A withhold amount or percentage (if any) shall be identified in the Payment Schedule, and such amount shall be withheld from each invoice. Upon satisfactory completion of project and final acceptance of work and the final report, CONTRACTOR's invoice for the withheld amount shall be released. Proof of project completion shall include a Final Report detailing the project goals and accomplishments, data collected during project performance, if any, documentation of significant results, and emissions reduction input data needed for calculation of emissions reductions.
- C. Any funds not expended upon early Contract termination or Contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by SCAQMD to CONTRACTOR within thirty (30) days after approval by SCAQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- D. An invoice submitted to SCAQMD for payment must be prepared in duplicate, on company letterhead, and list SCAQMD's contract number, period covered by invoice, and CONTRACTOR's social security number or Employer Identification Number and submitted to:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178  
Attn: Cynthia Ravenstein, MSRC Contracts Administrator

- 1. Charges for equipment, material, and supply costs, travel expenses, subcontractors, and other charges, as applicable, must be itemized by CONTRACTOR. Reimbursement for equipment, material, supplies, subcontractors, and other charges, as applicable, shall be made at actual cost. Supporting documentation must be provided for all individual charges (with the exception of direct labor charges provided by CONTRACTOR).
- 2. SCAQMD shall pay CONTRACTOR for travel-related expenses only if such travel is expressly set forth in Attachment 2 - Payment Schedule of this Contract or pre-authorized by SCAQMD in writing.
- 3. CONTRACTOR's failure to provide receipts shall be grounds for SCAQMD's non-reimbursement of such charges. CONTRACTOR may reduce payments on invoices by those charges for which receipts were not provided.
- 4. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.

15. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract. CONTRACTOR must also ensure that the vehicles and/or equipment to be purchased, leased or installed in the performance of this Contract are in compliance with all applicable federal, state, and local air quality rules and regulations, and that it will

maintain compliance for the full Contract term. CONTRACTOR shall ensure that the provisions of this clause are included in all subcontracts.

16. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from funding sources other than AB2766. These MSERCs, which are issued by SCAQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."
- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. SCAQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

17. NOTICES

All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by email, U.S. Mail, express, certified, return receipt requested, or a nationally recognized overnight courier service. In the case of email communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. Email communications shall be deemed to have been received on the date of such transmission, provided such date was a business day (Tuesday-Friday) and delivered prior to 5:30pm Pacific Standard Time. Otherwise, receipt of email communications shall be deemed to have occurred on the following business day. In the case of U.S. Mail notice, notice shall be deemed to be received when delivered or five (5) business days after deposit in the U. S. Mail. In the case of a nationally recognized overnight courier service, notice shall be deemed received when delivered (written receipt of delivery).

SCAQMD:

South Coast Air Quality Management District  
21865 Copley Drive  
Diamond Bar, CA 91765-4178

Attn: Cynthia Ravenstein, MSRC Contracts Administrator, email: [cravenstein@aqmd.gov](mailto:cravenstein@aqmd.gov)

CONTRACTOR:

City of Rialto  
335 W. Rialto Avenue  
Rialto, CA 92376

Attn: Katie Nickel, email: [KNickel@RialtoCA.gov](mailto:KNickel@RialtoCA.gov)

18. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor. CONTRACTOR, its officers, employees, agents, representatives, or subcontractors shall in no sense be considered employees or agents of SCAQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives, or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by SCAQMD to its employees. SCAQMD will not supervise, direct, or have control over, or be responsible for, CONTRACTOR's or subcontractor's means, methods, techniques, work sequences or procedures, or for the safety precautions and programs incident thereto, or for any failure by them to comply with any local, state, or federal laws, or rules or regulations, including state minimum wage laws and OSHA requirements.

19. SUBCONTRACTOR APPROVAL

If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from SCAQMD's Executive Officer or designee prior to subcontracting any work. Such prior approval applies only to subcontractors not already included in Attachment 1, Statement of Work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or payment/cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained from SCAQMD.

20. OWNERSHIP

Title and full ownership rights to any equipment purchased under this Contract shall at all times remain with CONTRACTOR.

21. SECURITY INTEREST

CONTRACTOR hereby grants SCAQMD a security interest in any and all equipment purchased, in whole or in part, with funding provided by SCAQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that SCAQMD shall have all lien rights as a secured creditor on any and all equipment purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The SCAQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that SCAQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment that is the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify SCAQMD within 10 business days of such filing.

22. NON-DISCRIMINATION

In the performance of this Contract, CONTRACTOR shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, sex, sexual orientation, age, mental status, medical condition, physical or mental disability, denial of family and medical care leave, denial of pregnancy disability leave, or reasonable accommodations. CONTRACTOR shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order.



23. CITIZENSHIP AND ALIEN STATUS

- A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations. Notwithstanding the above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
- B. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless SCAQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or SCAQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

24. ASSIGNMENT AND TRANSFER OF EQUIPMENT

- A. The rights and responsibilities granted hereby may not be assigned, sold, licensed, or otherwise transferred by CONTRACTOR without the prior written consent of SCAQMD, and any attempt by CONTRACTOR to do so shall be void upon inception.
- B. CONTRACTOR agrees to obtain SCAQMD's written consent to any assignment, sale, license or transfer of Equipment, if any, prior to completing the transaction. CONTRACTOR shall inform the proposed assignee, buyer, licensee or transferee (collectively referred to here as "Buyer") of the terms of this Contract. CONTRACTOR is responsible for establishing contact between SCAQMD and the Buyer and shall assist SCAQMD in facilitating the transfer of this Contract's terms and conditions to the Buyer. **CONTRACTOR will not be relieved of the legal obligation to fulfill the terms and conditions of this Contract until and unless the Buyer has assumed responsibility of this Contract's terms and conditions through an executed contract with SCAQMD.**

25. NON-EFFECT OF WAIVER

The failure of CONTRACTOR or SCAQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

26. TAX IMPLICATIONS FROM RECEIPT OF MSRC FUNDS

CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of MSRC funds.

27. ATTORNEYS' FEES

In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.

28. FORCE MAJEURE

A party shall not be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority,

acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the party's reasonable control.

29. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Contract, and the Contract shall then be construed as if such unenforceable provisions are not a part hereof.

30. HEADINGS

Headings on the clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

31. DUPLICATE EXECUTION

This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

32. GOVERNING LAW

This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

33. PRE-CONTRACT COSTS

Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that this Contract is not executed, neither the MSRC nor the SCAQMD shall be liable for any amounts expended in anticipation of a fully executed Contract. If this Contract is fully executed, pre-contract cost expenditures authorized by the Contract will be reimbursed in accordance with the Payment Schedule and payment provision of the Contract.

34. CHANGE TERMS

Changes to any part of this Contract must be requested in writing by CONTRACTOR and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make requests a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by the authorized representatives of the parties. Fueling station location changes shall not be approved under any circumstances.

35. PREVAILING WAGES

CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq., and the compliance monitoring and enforcement of such requirements by the Department of Industrial Relations ("DIR"). CONTRACTOR and all of CONTRACTOR's subcontractors must comply with the California Public Works Contractor Registration Program and, where applicable, must be registered with the DIR to participate in public works projects. CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. Proof of compliance with these requirements must be provided to SCAQMD upon request. CONTRACTOR shall indemnify,

defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.

36. ENTIRE CONTRACT

This Contract represents the entire agreement between CONTRACTOR and SCAQMD. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

37. AUTHORITY

The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

CITY OF RIALTO

By: \_\_\_\_\_  
Dr. William A. Burke, Chairman, Governing Board

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
Denise Garzaro, Clerk of the Board

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Bayron T. Gilchrist, General Counsel



By: Megan [Signature]

//MSRC Master Boilerplate  
Revised April 24, 2018

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**1. Project Elements**

- A. The City of Rialto (hereinafter referred to as "CONTRACTOR") is to procure nine on-road, light-duty (possessing a gross vehicle weight rating less than 8,501 pounds) zero emission vehicles (battery electric or fuel cell). Hybrid vehicles do not qualify as zero emission.
- B. CONTRACTOR is also to install six "Level II" type EV charging stations at locations within the City of Rialto. Stations shall be accessible to the public 24 hours per day, 7 days per week. Installations must include signage with information on whom to contact in the event that users encounter malfunctions. The stations shall meet current Society of Automotive Engineers J1772 standards. Candidate locations are shown in the table below:

1243 S. Riverside Avenue
150 S. Palm Avenue
261 S. Palm Avenue
166 E. Easton Street

These locations are understood to be tentative; CONTRACTOR shall notify MSRC staff of any location changes.

CONTRACTOR shall be reimbursed according to Attachment 2 – Payment Schedule.

**2. Operation Requirements and Reimbursement for Noncompliance: Light Duty Vehicles**

Light-duty vehicles are required to operate for a minimum of three years. CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the light-duty vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than three (3) years from the date the vehicle enters service (new vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the three year period referred to above, notice shall be provided to SCAQMD no less than 30 days preceding the day the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the SCAQMD is an intended third-party beneficiary of the agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the three year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this three year term and SCAQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, SCAQMD may elect to either require the reimbursement specified above, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than three (3) years from the date the vehicle entered service (new vehicles). Notice of SCAQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

**3. Operation Requirements and Reimbursement for Noncompliance: EV Charging Stations**

CONTRACTOR is obligated to comply with the Operational Availability requirements set forth as follows:

- A. CONTRACTOR commits to ensuring Level II charging stations remain operational in the original location for a period of no less than three (3) years from the date the station begins operations in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in the EARLY TERMINATION clause of this Contract, CONTRACTOR shall reimburse SCAQMD for a prorated share of the funds provided for fueling/charging facilities as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- B. The appropriate reimbursable amount shall be paid to SCAQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to SCAQMD if the obligation is terminated as a result of one or more reasons set forth in the EARLY TERMINATION clause of this Contract.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**4. Display of MSRC Logo**

CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. Decals will be provided by SCAQMD upon notification that each subject vehicle becomes operational. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain the decal for the life of the equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request a replacement decal from SCAQMD and apply the new decal in the same or other prominent location. SCAQMD shall not be responsible for damage to paint or other surfaces arising from application or removal of decals.

**5. Promotion**

CONTRACTOR shall prepare and submit a proposed Public Outreach Plan to promote the MSRC's co-funding of the vehicles and EV charging stations. Acceptable outreach may include, but is not limited to, notices in CONTRACTOR mailings to residents, newspaper notices, flyers, and information items at CONTRACTOR Board meetings and community events. The Public Outreach Plan shall automatically be deemed approved 30 days following receipt by SCAQMD staff, unless SCAQMD staff notify CONTRACTOR in writing of a Public Outreach Plan deficiency. CONTRACTOR shall implement the approved Public Outreach Plan in accordance with the Project Schedule below.

**6. Reports**

Quarterly Reports: Until vehicles are placed into service and EV charging stations commence operation, CONTRACTOR shall provide quarterly progress reports that summarize the project results to date including, but not limited to: tasks completed, issues or problems encountered, resolutions implemented, and progress to date. Progress reports that do not comply will be returned to the CONTRACTOR as inadequate.

Final Report: A Final Report shall be submitted by the CONTRACTOR in the format provided by SCAQMD staff. The Final Report shall include, at a minimum: a) an executive summary; and b) a detailed discussion of the results and conclusions about this project. CONTRACTOR will identify any barriers encountered and solutions developed to overcome the barriers, and the impact of the project on future electric vehicle projects.

**Attachment 1  
Statement of Work  
City of Rialto  
Contract Number ML18159**

**7. Project Schedule**

CONTRACTOR shall comply with the increments of progress identified in the following chart. The completion month for each task is based on the date of Contract execution.

<b>Task</b>	<b>Completion</b>
Submit Public Outreach Plan	Month 7
Place light-duty zero-emission vehicles into service	Month 13
Complete EV station installations and enter into service	Month 14
Implement Public Outreach Plan	Month 16
Quarterly report	Quarterly beginning with Month 4
Final Report	Month 17



**Attachment 2  
Payment Schedule  
City of Rialto  
Contract Number ML18159**

**Cost Breakdown**

<b>Purchase Category</b>	<b>Maximum AB2766 Discretionary Funds payable under this Contract</b>	<b>CONTRACTOR AB2766 Subvention Funds Applied</b>	<b>Other Funds Applied to Match</b>	<b>Total Cost</b>
On-road light-duty zero emission vehicles	\$90,000	\$162,000	\$0	\$252,000
EV Charging Stations – Public Access	\$45,980	\$15,327	\$0	\$61,307
<b>Totals</b>	<b>\$135,980</b>	<b>\$177,327</b>	<b>\$0</b>	<b><u>\$313,307</u></b>

No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachment 1 is completed and proof of completion is provided to SCAQMD. If the project described in Attachment 1 is not completed and satisfactory proof of completion is not provided to SCAQMD, no monies shall be due and payable to CONTRACTOR. However, reimbursement may be made for vehicles even if charging stations are not yet complete, or vice versa. Proof of completion shall include:

- For vehicles:
  - Proof of vehicle delivery, vehicle acceptance, and placement of vehicle into service; and
  - Documentation of the specific vehicle purchased, including the year, manufacturer, engine (if applicable) and model.
- For EV charging stations:
  - Representative photos of completed stations;
  - A report signed by a responsible official certifying that the station has been completed as described in Attachment 1; and
  - Receipts for equipment and/or invoice(s) from subcontractor(s) performing the installations, if any.

If, at the completion of the Project, the expenditures are less than the Total Cost amount above, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis, as follows:

- For vehicles, the amount reimbursed to CONTRACTOR shall not exceed the actual amount of AB 2766 Subvention and other funds applied after any manufacturer, federal or state

**Attachment 2  
Payment Schedule  
City of Rialto  
Contract Number ML18159**

rebates and incentives, up to a maximum of \$10,000 per light-duty zero emission vehicle;  
and

- For the EV charging stations, the amount reimbursed to CONTRACTOR shall not exceed thrice the actual amount of AB 2766 Subvention and other funds applied.

Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.

1 RESOLUTION NO. \_\_\_\_\_

2  
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
4 RIALTO, ACCEPTING THE MSRC GRANT CLEAN  
5 TRANSPORTATION FUNDING LOCAL PARTNERSHIP  
6 PROGRAM GRANT.

7 WHEREAS, the Mobile Source Air Pollution Reduction Review Committee (MSRC) has  
8 created a new Local Government Partnership Program to emphasize an accelerated  
9 transition to zero and near-zero emissions vehicles along with essential supporting  
10 infrastructure for jurisdictions within the South Coast Air Quality Management District  
11 (SCAQMD); and

12 WHEREAS, the Local Government Partnership Program sets aside a pro-rata  
13 share of MSRC funding for each city and county within the South Coast AQMD that  
14 participate in the AB 2766 Motor Vehicle Registration Fee Program, directly supports  
15 implementation of the South Coast District's 2016 Air Quality Management Plan, educates  
16 local government leadership on the District's air quality challenges, and leverages other  
17 sources of available funding; and

18 WHEREAS, the City of Rialto receives an annual allocation of AB 2766 Subvention  
19 Funds of more than \$50,000 and is therefore eligible to receive a MSRC Partnership  
20 PON2018-01 one-time allocation of \$135,980 to implement meaningful air pollution reduction  
21 project(s); and

22 WHEREAS, the budget for fiscal year 2019-2020 of the City of Rialto has been  
23 adopted by this Council in its original form, and said budget will need to be amended at times  
24 to fulfill the goals of the City; and

25 WHEREAS, Pursuant to statute, the purpose of the program is to encourage  
26 increased use of active modes of transportation, such as biking and walking with the goals of  
27 increase the proportion of trips accomplished by biking and walking; increase the safety and  
28 mobility of non-motorized users; advance the active transportation efforts of regional  
agencies to achieve greenhouse gas reduction goals as established pursuant to Senate Bill

1 375 (Chapter 728, Statutes of 2008) and Senate Bill 391 (Chapter 585, Statutes of 2009);  
2 enhance public health, including reduction of childhood obesity with programs including, but  
3 not limited to, projects eligible for Safe Routes to School Program funding; ensure that  
4 disadvantaged communities fully share in the benefits of the program, and provide a broad  
5 spectrum of projects to benefit many types of active transportation users.

6 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RIALTO DOES**  
7 **HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:**

8 **Section 1:** Accept the MSRC Clean Transportation Funding Local Partnership  
9 Program Grant for the purchase of Light-duty Zero Emission (battery-electric or fuel cell)  
10 equivalent vehicles and purchase and installation of electric vehicle charging stations (EVSE)  
11 with electrical, paving, striping and EV legend improvements in the amount of \$135,980.

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**PASSED APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
DEBORAH ROBERTSON, Mayor

**ATTEST:**

\_\_\_\_\_  
BARBARA McGEE, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
FRED GALANTE , City Attorney

1 **STATE OF CALIFORNIA** )  
2 **COUNTY OF SAN BERNARDINO** ) ss  
3 **CITY OF RIALTO** )

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No.\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of  
6 the City of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2019.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

13  
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the  
15 City of Rialto this \_\_\_\_ day of \_\_\_\_\_, 2019.

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18 \_\_\_\_\_  
19 BARBARA McGEE, CITY CLERK  
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