



# City of Palo Alto

## City Council Staff Report

(ID # 11492)

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**Report Type: Action Items**

**Meeting Date: 2/22/2021**

**Council Priority: Transportation and Traffic**

**Summary Title: LPR Surveillance Policy and Approve Contract Amendment with Duncan Solutions**

**Title: Approval of LPR Surveillance Use Policy and Approval of Amendment Number 1 to Contract Number C18172676 With Duncan Solutions to add \$140,000, for a new Not-to-Exceed Amount of \$767,000 for License Plate Recognition Implementation in Parking Enforcement**

**From: City Manager**

**Lead Department: Transportation Department**

### **Recommendation**

Staff recommends that the City Council:

- 1.) Approve Amendment Number One to Contract number C19171363 (Attachment A) with Professional Account Management LLC, dba Duncan Solutions (serving the Residential Preferential Parking Program, and previously procured), to add Automatic License Plate Recognition (ALPR) technology to Office of Transportation parking management efforts and add \$140,000 to the total contract amount (Attachment B); and,
- 2.) Approve the Automatic License Plate Recognition (ALPR) surveillance policy and use of ALPR technology for parking management uses including enforcement, parking time and permit tracking, and related parking data analysis (Attachment C).

### **Background**

The City of Palo Alto's Office of Transportation engaged the services of Dixon Resources Unlimited in May 2017 to facilitate the development of a comprehensive Request for Proposals (RFP) for a Parking Permit and Citation Management System. This process began with vendor demonstrations from the industry that helped to shape the requirements of the subsequent RFP. In February 2018, the City's Purchasing Division released an RFP for the development, implementation, support, and maintenance of a Parking Permit and Citation Management System to enhance the customer experience for online permit and citation activity, streamline processes for parking programs and provide City staff with enhanced technology.

The City Council approved a contract in June 2019 with Professional Account Management LLC

(referred to herein as “Duncan Solutions”) to build and host an online permit sales and citation processing system, and to train City staff to utilize online tools to better serve customers. Duncan Solutions will also provide upgraded parking citation handheld devices ([Staff Report # 10241](#)).

This report brings forward a contract amendment (Attachment B) and recommendations to advance the City’s efforts toward improving parking management efficiencies with the use of ALPR technology. In September 2018, Council adopted a [Surveillance and Privacy Protection Ordinance](#) outlining procedures and reporting requirements for protecting personal privacy and use of surveillance technologies ([Staff Report # 8834](#)), explicitly including ALPR technology as a “surveillance technology” under the ordinance.

## **Discussion**

The proposed contract amendment allows the Office of Transportation to easily and readily collect parking availability data and utilize technology to decrease enforcement costs. The amendment is intended to implement an additional service for hardware and software upgrades for Automatic License Plate Recognition (ALPR) services and devices. ALPR capabilities establish a sure and proven way to save costs on enforcement *and* establish regular parking availability data. Establishing regular parking availability data enables data-driven parking policy discussions and decisions.

The contract amendment aligns with the Office of Transportation’s recommendations for program improvements and cost-saving efforts in response to the COVID-19 pandemic ([supplemental memo](#) to [Staff Report # 11376](#)). The amendment contains the following anticipated deliverables as a one-time, comprehensive initiative for ALPR technology implementation:

- Two (2) Automatic License Plate Recognition in-vehicle units
- 5-year extended warranty with advanced replacement coverage
- AutoVu SharpX dual base KIT includes main processing unit, brackets, wiring, navigator kit w/GPS, high-resolution LPR units and in-vehicle licenses
- Genetec Security Center Base Package-Version 5.5 which includes: 1 directory, 5 security desk client connections, Plan Manager Basic for 3 maps and 30 entities, alarm management, advanced reporting, system partitioning, zone monitoring, email support, and macros support
- Mapping license including data for North America-per vehicle license
- Panasonic Toughbook CF520 complete kit; mounting hardware, docking station, and vehicle power adapter
- AutoVu Mobile City with wheel imaging system onsite turn-key installation for each vehicle
- Permit zone configuration services for AutoVu Mobile City (ex. zone, editor, mapping, custom enforcement rules)
- All-inclusive installation services
- 5-year extended warranty purchase with Advance Replacement Coverage

- Duncan AutoPROCESS list integration, including ongoing maintenance and support

As ALPR technology presents the potential to capture personal identifying information via its camera-sensor technology, an evaluation of ALPR technology is provided below, and a policy relating to the system was developed and is provided in Attachment C. Additionally, the City's Information Technology Department (IT) has provided an evaluation in the form of a standardized Business Impact Assessment (BIA) and Vendor Information Security Assessment (VISA) documentation processes. The VISA process enables staff to understand vendors' security practices, previous data breaches, compliance with industry standards, and disaster preparedness. The process documents vendor policies regarding passwords, encryption, log monitoring, system/application patching, physical security, and other details.

Per the ordinance, "surveillance technology" means any device or system primarily designed and used or intended to be used to collect and retain, audio, electronic, visual, location, or similar information constituting personally identifiable information associated with any specific individual or group of specific individuals, for the purpose of tracking, monitoring or analysis associated with that individual or group of individuals. Examples of surveillance technology include but are not limited to the following: drones with cameras or monitoring capabilities, automated license plate readers, closed-circuit cameras/televisions, cell-site simulators, biometrics-identification technology, and facial recognition technology (See [PAMC 2.30.680\(c\)](#)).

The ordinance requires a surveillance evaluation of the technology using the following criteria:

1. A description of the technology with an explanation of how it works and what information it captures;
2. Information on the proposed purpose, use, and benefits of the surveillance technology;
3. The locations or locations where the surveillance technology may be used;
4. Existing federal, state and local laws and regulations applicable to the Surveillance Technology and the information it captures; the potential impacts on civil liberties and privacy; and proposals to mitigate and manage any impacts; and
5. The costs for the surveillance technology, including acquisition, maintenance, personnel and other costs, and current or potential sources of funding.

#### Surveillance Evaluation – Automatic License Plate Recognition technology (ALPR)

1. A description of the surveillance technology, including how it works and what information it captures:
  - a. ALPR technology uniquely identifies individual vehicles via camera sensor technology capable of reading License Plate Numbers.
2. Information on the proposed purpose, use and benefits of the surveillance technology:
  - a. Utilizing ALPR technology is primarily intended for tracking parking time, enabling a variety of parking management tools.
3. The location where the surveillance technology may be used:
  - a. ALPR technology will be utilized by enforcement personnel for on-street parking

- duration monitoring, and,
- b. in the future, the technology may be used in public garages and lots where future ALPR enabled systems are installed, such as new California Ave. garage, as well as Downtown garages where Parking Guidance System technology is planned for deployment.
4. Present federal, state, and local laws and regulations applicable to the Surveillance Technology and the information it captures; the potential impacts on civil liberties and privacy; and proposals to mitigate and manage any impacts:
- a. Other than the City's Surveillance Technology ordinance, the following state laws are applicable to the use of ALPR by the City: California Civil Code section 1798.29 (Accounting of Disclosures); and section 1798.90.5 et seq. (Collection of License Plate Information).
  - b. ALPR data will only be utilized for legitimate parking management efforts, for parking enforcement efforts, to log parking stay information and data, to communicate parking availability, and to quantify parking occupancy rates.
  - c. Regarding the potential impacts on civil liberties and privacy, camera sensor data images will be kept only until enforcement efforts are finalized and/or converted to numerical parking stall data for parking management analysis. While other law enforcement capabilities could be enabled by ALPR, such services will not be enabled or utilized.
  - d. All ALPR data downloaded to City equipment and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time (Civil Code § 1798.90.52). Only Director-approved Office of Transportation and Administrative Services staff and the contractors will have access to ALPR data and will only be permitted to access the data for authorized Office of Transportation purposes. ALPR data audits will be conducted yearly and will report who has accessed what types of data and why.
5. The costs for the surveillance technology, including acquisition, maintenance, personnel, and other costs, and current or potential of funding:
- a. The cost of the LPR technology purchase for this initial investment in LPR devices for on-street monitoring is \$140,000. This includes installation and setup, and initial maintenance needs.

The intent of utilizing LPR technology is to improve parking management strategies and customer satisfaction, as well as to improve cost-effectiveness and operational efficiencies. Given the limited potential of personally identifiable information being transmitted or shared by this technology, its limited and purposely narrowed applicability to parking management strategies, combined with data security and non-retention practices, staff recommends approving the use of LPR hardware and software. The surveillance policy for the LPR technology is included in Attachment C.

## **Timeline**

The timeline to complete and release the system for full implementation will be identified in the project plan to be submitted by Duncan Solutions for City review and approval after the execution of this agreement. Subject to Council approval, Duncan Solutions hardware installation will begin 60-90 days after procuring the equipment needed for LPR enforcement. During this time frame, Duncan Solutions would also train City and enforcement staff on how to use the back-end interface of the equipment. Staff anticipates being able to procure the essential hardware by April 2021 or shortly thereafter, with full implementation expected to launch by late Summer 2021.

## **Resource Impact**

Funding for this contract amendment is available in the FY 2021 Adopted Operating Budget of the Residential Preferential Parking Fund. During the FY21 budget process, staff recommended that Council approve utilizing LPR as part of other changes in operations that would improve cost recovery in the Residential Preferential Parking Program. This includes potentially realizing a significant cost-savings in RPP contract enforcement from reducing enforcement levels made possible by switching to ALPR. The anticipated cost savings in RPP enforcement in FY21 is estimated to be \$427,000 and \$267,000 in FY22. Switching to ALPR will also reduce future expenses for parking data collection by eliminating the need for a parking occupancy consultant to data. Prior cost for data collection was \$14,000.

In an [At Place Memo](#), the expense to purchase and implement an LPR system was estimated and approved by the City Council at \$100,000. Upon conclusion of contract negotiations, the final expense was determined to be \$140,000. The additional \$40,000 in expenses can be absorbed by the FY 2021 RPP fund appropriation. This funding is available due to savings generated by parking enforcement cessation in the first quarter of FY 2021, part of the City's response to COVID-19. Funding for future years of the contract is subject to City Council's approval through the annual budget process.

## **Stakeholder Engagement**

The City conducted a Request for Proposals (RFP) process for a Parking Permit and Citation Management System (including an option to add License Plate Recognition technology); the RFP was open for 33 days. The City received five responses to the RFP, from the following proposers:

- Duncan Solutions
- IPS Group
- Phoenix Group
- Data Ticket
- Passport

Based on the written proposals, Duncan Solutions and Data Ticket were selected for the next phase of the evaluation process. On November 13, 2018, Duncan and Data Ticket each

participated in a 2-hour oral interview with City staff, sharing their proposed solutions. Staff members from the Office of Transportation, Police Department, Information Technology Department, and Administrative Services Department participated in the oral interviews. The proposers also participated in an external stakeholder session, where they demonstrated how their system would operate in Palo Alto. That stakeholder session included local business owners and residents. Vendors were given two (2) hours to present their customer facing portals and answer questions from stakeholders regarding the technological abilities.

Based on the submitted proposals, oral interviews and external stakeholder sessions, the evaluation committee selected Duncan Solutions for commencement of contract negotiations.

### **Environmental Review**

The proposed action is a contract amendment affecting how permits and citations will be processed and will not result in any physical changes to the environment. Thus, no review is required pursuant to the California Environmental Quality Act (CEQA).

### **Attachments:**

- Attachment A: C19171363 Duncan Solutions
- Attachment B: C19171363\_AmendNo1\_Duncan
- Attachment C: ALPR Surveillance Policy

**CITY OF PALO ALTO CONTRACT NO. C19171363  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND  
PROFESSIONAL ACCOUNT MANAGEMENT, LLC  
FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 20<sup>th</sup> day of May, 2019, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and PROFESSIONAL ACCOUNT MANAGEMENT, LLC, a Wisconsin Limited Liability Company, located at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin, 53203 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to develop, implement, support, and maintain a Parking Permit Management System to facilitate online permit sales and distribution for a variety of parking programs and a related Parking Citation Management System (“Project”), and desires to engage a consultant to provide services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**

The term of this Agreement shall be from the date of its full execution through March 31, 2024 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term

of this Agreement and in accordance with the schedule set forth in Exhibit "B", attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Six Hundred Twenty Seven Thousand Dollars (\$627,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT's billing rates (set forth in Exhibit "C-1"). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or



similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.** CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Rebecca Smith as the Project Manager to have supervisory responsibility for the performance, progress, and

execution of the Services and Dean Viereck as Program Architecture Expert, Cynthia Jackson, as Regional Manager Western Region to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Mark Hur, Planning and Community Environment Department, Transportation Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone: (650) 329-2453. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorney's fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement,

including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY:                      Office of the City Clerk  
                                         City of Palo Alto  
                                         Post Office Box 10250  
                                         Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT:

Duncan Solutions, Inc.  
Attn: Lynsay Miller  
633 West Wisconsin Ave., Suite 1600  
Milwaukee, WI 53203

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed

by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

**SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, 'improvement') project of more than \$15,000.

**SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such

action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8. In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9. If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10. All unchecked boxes do not apply to this Agreement.

27.11. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

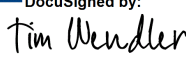
27.12. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

**CONTRACT No. S19171363 SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

**CONSULTANT**

DocuSigned by:  
  
0B66F92EAE2E455...  
Tim wandler

President

APPROVED AS TO FORM:

Attachments:

EXHIBIT "A":	SCOPE OF SERVICES
EXHIBIT "B":	SCHEDULE OF PERFORMANCE
EXHIBIT "C":	COMPENSATION
EXHIBIT "C-1":	SCHEDULE OF RATES
EXHIBIT "D":	INSURANCE REQUIREMENTS
EXHIBIT "E":	INFORMATION PRIVACY POLICY
EXHIBIT "F":	VENDOR CYBERSECURITY TERMS & CONDITIONS



## **EXHIBIT “A” SCOPE OF SERVICES**

### **Project Description and Overview**

CITY is contracting with CONSULTANT to provide services for the development, implementation, support, and maintenance of a Parking Permit Management System to facilitate online permit sales and distribution for a variety of parking programs and a related Parking Citation Management System. The parking permit system will include an online user-interface which allows residents and non-resident commuter employees to register and validate their eligibility for permits, purchase permits and automatically renew them. The citation management system must allow customers to access and manage any citations under the same user account. CITY also desires to provide an improved parking website (currently: <http://paloalto.parkingguide.com/>) to provide access to a menu of transportation options, including parking and related program information. The website will serve as the portal to Palo Alto’s online parking experience for the permit and citation management systems and should provide all City-related parking information in a clear, easily navigated format. Both the Parking Permit Management and Citation systems and the parking website shall be designed to meet City of Palo Alto branding and marketing standards.

CONSULTANT shall be responsible for provision and maintenance of a customer-facing portal for permits and citation payments, software for back-end management of permits and citations, hardware and software for citation issuance, the option for entry of manual citations and payment processing (lockbox) for mail-in payments, technical support for website customers by phone/email, permit fulfillment by mail, ongoing training for CITY, along with technical support and maintenance, reporting, Department of Motor Vehicles (DMV) inquiries, DMV hold processing, Franchise Tax Board (FTB) collections, and secondary collections.

### **1. PARKING PERMIT MANAGEMENT SYSTEM**

The Parking Permit Management System is the software and support solution that shall supply the CITY and CONSULTANT with joint access to all parking permit processing functions. CONSULTANT shall develop and provide a Parking Permit Management System with the functions outlined below.

#### **1. Key requirements for the Parking Permit Management System**

- a. Core functionality must include the option to inquire by permit number, account number, permit holder name, permit type, and location, at a minimum.
- b. Functionality must include the support of wait-lists, by permit type and location, and the ability to process payments and manage all permit types, amounts, and locations.
- c. Users shall have specific functionality access assigned by a designated software administrator. Software must support real-time access for multiple parties and must

- be a web-based application, which utilizes Citrix XenAPP 7.8 to transmit and protect sensitive data.
- d. Software must limit permit availability by the type of user and by address.
  - e. Consultant must validate documents to establish that a customer is eligible to purchase a permit. Residents must provide proof of residency (i.e. driver's license, utility bill, lease, mortgage statement, etc.) in an RPP program area to become approved to purchase permits. Employers must provide their business registry number, and proof of business (i.e. utility bill, EIN, etc.) to become approved to purchase permits for their employees.
  - f. System shall be capable of importing data from the Palo Alto Business Registry.
  - g. Employees must provide a copy of their current photo identification (i.e. driver's license/government photo identification card) and proof of employment location (i.e. paystub, W2, or letter from employer) to be approved to purchase employee parking permits.
  - h. Employees intending to qualify for the reduced-price employee parking permits must also submit pay stubs or a W2 to prove qualification under hourly or annual wage thresholds.
  - i. Automatically send permit renewal notices by mail and email.
  - j. Ability to add additional permit types, as necessary (i.e. wide load permits, construction permits, special event permits, etc.).
  - k. Ability to accept mail-in citation and permit payments (lockbox) to a Palo Alto mailing address.
  - l. Technical support for CONSULTANT website and Interactive Voice Response (IVR) with English, Spanish, and Mandarin for citation and permit related FAQ's and FAQ's (If language is supported by the software).
  - m. Client Service Management Support (CSM) support for technical issues with CONSULTANT website and IVR (response within two (2) business days).
  - n. Provide multiple languages on the website (English, Spanish, and Chinese).
  - o. Ability to accept mail-in permit payments (lockbox) at a Palo Alto mailing address.
  - p. Software access, training, and support for third-party RPP enforcement vendor.
  - q. System support for both physical and virtual permits.
  - r. Support for printing of temporary barcoded permits.
  - s. Processing and fulfillment of permits as an option available to the City.
  - t. Permit stock as an option to be supplied by the CONSULTANT.
  - u. Initial in-person training for City staff with bi-annual refresher training (no separate cost).
  - v. Quarterly in-person meetings with City staff.
  - w. Sandbox/test environment available ongoing for pre-release testing.

## 2. Parking Permit Management System Software Specifications

The Parking Permit Management System software shall allow users to perform the following functions:

- a. Create new permit holder accounts.

- b. Correct, autofill, and standardize address entries.
- c. Validate permit program eligibility.
- d. Add customers to multiple wait lists and view wait-list positions.
- e. Accept payment for a wait-list position and later apply that payment to the permit.
- f. View permit applications and documents attached to permit applications.
- g. Enter new permits/approve permit requests.
- h. Process payment for permits.
- i. Process multiple permit purchases in one transaction.
- j. Inactivate and delete permits and accounts.
- k. Query by company name, account number, permit type, permit number, license plate, and address.
- l. Add notes to permit accounts.
- m. Print temporary permits.
- n. Print and email correspondence letters to permit holders.
- o. Assign permissions to access certain features based on user id.
- p. Review all user activity within the software.
- q. Run ad-hoc reports on all data fields.

### 3. Technical Support for Parking Permit Website

CONSULTANT shall provide the following functions:

- a. Create a guide on how to purchase permits, which must be available on the website.
- b. Provide a call center for technical support for the CITY website.
- c. Calls must be accepted between the hours of 8:00 AM and 5:30 PM, PDT/PST, Monday through Friday, excluding federal holidays.
- d. Support must include System Software issues, System Hardware issues, feature related questions and reporting. An after-hours emergency support line must be available 24/7.
- e. Create and utilize custom email address for customer technical issues regarding the permit website.
- f. Emails shall be answered within two (2) business days.
- g. Complaints made by end customers regarding service received by the CONSULTANT must be logged and reported to CITY monthly.

## **2. PARKING CITATION MANAGEMENT SYSTEM**

The Parking Citation Management System is the software solution that will supply the CITY and its relevant vendors/contractors with joint access to all parking citation processing functions. CONSULTANT shall develop and provide a Parking Citation Management System with the functions outlined below.

### 1. Key requirements for the Parking Citation Management System

- a. Core functionality must include: citation inquiry, entry, payment processing, appeal and hold processing, reporting, access to documentation and photos, and citation history.
- b. Users shall have specific functionality access assigned by a designated software administrator. Software must support real-time access for multiple parties and must be a web-based application which utilizes Citrix XenAPP 7.8 to transmit and protect sensitive data.
- c. Software must provide or support handheld citation issuance software to include all relevant fields including citation issuance, permit verification, photo capture, tire marking, global positioning system capture and citation printing.
- d. Assuming paid parking is implemented, paid parking enforcement will require additional enforcement devices and support of additional citation volume.
- e. Support the permit software and citation issuance software at no additional cost to the City for the entirety of the contract.
- f. All software should be customizable to CITY specifications including violations, fines and penalties, locations, custom notes, badge numbers, etc.
- g. Provide registered owner information for all violators including California and out-of-state motor vehicle registration inquiries.
- h. CONSULTANT will also be responsible for sending notice of citation to registered owners based upon the City's direction regarding the frequency of notices and timeframes.
- i. CITY reserves the right to change its noticing frequency and timeframes with five (5) days' notice to the CONSULTANT, at no additional cost to the City.
- j. Provide a comprehensive web-based software solution that integrates citation and permit related data and is accessible to both the CONSULTANT and CITY staff.
- k. Equipment for the issuance of citations including handheld devices and the option for vehicle-based license plate recognition to support timed parking, permits, and identification of other outstanding violations associated with the vehicle (scofflaws).
- l. DMV integration for access to California and out-of-state vehicle owners.
- m. Transfer of citation data and photos from enforcement devices to the Citation Management System software in real-time.
- n. Real-time access to California Department of Motor Vehicles for registered owner information and DMV registration holds and releases.
- o. Access to out-of-state registered owner names and addresses.
- p. Reminder notices for unpaid citations by mail.
- q. Delinquent notification to the lessee and/or secondary owner when delinquent and following the lien process under California state law.
- r. Report templates developed to the City's specification that may be exported to Excel or PDF.
- s. Real-time reporting tool for ad-hoc reports.
- t. Technical support for CONSULTANT website and IVR with English, Chinese and Spanish.
- u. CSM support for technical issues with CONSULTANT website and IVR (response within two (2) business days).

- v. Multiple languages on the website (English, Chinese and Spanish).
- w. Ability to accept mail-in citation payments (lockbox) to a Palo Alto mailing address (as an option for the City).
- x. Live customer service for City staff between the hours of 8:00 AM and 5:30 PM PDT/PST with emergency after-hours support 24/7.
- y. Interactive Voice Response (IVR) system that allows for citation inquiry and payment, pre-recorded prompts to answer frequently-asked questions and routing of calls to live operators.
- z. Secondary collection efforts to include skip-tracing, mailings, DMV holds and FTB processing.
- aa. Contractor and subcontractor provide a variety of web services that are available to various vendors servicing the parking industry. These API's currently support payment and financial related information, citation inquiries and booting and towing data, which allow for integration with third parties systems
- bb. Initial in-person training for City staff with bi-annual refresher training (no additional cost).
- cc. Quarterly in-person meetings with City staff.
- dd. Sandbox/test environment available prior to award and ongoing for pre-release testing.
- ee. Data entry of citations (as an option for the City).
- ff. Appeal preparation to include initial processing for initial hearing reviews (as an option for the City).
- gg. Citation stock as an option to be supplied by the CONSULTANT.
- hh. The system must be able to accommodate any changes that occur due to California Assembly Bill No. 503 (i.e. allowing parking citation payment plans for indigent people)

## 2. Citation Management System Software Specifications

The software shall allow users to perform the following functions:

- a. Entry form for manually issued citations.
- b. Query for citation data by citation number, license plate, name, and VIN.
- c. Pay or dismiss citations on one or multiple plates.
- d. Add notes to citations and plates.
- e. Attach documents to citation records.
- f. Place citations on hold to suspend penalty and notice activity.
- g. Print and email correspondence letters.
- h. Void citations with custom City void codes.
- i. Support for multiple vehicle owners.
- j. View a copy of a citation and photos taken during citation issuance.
- k. Assign permissions to access certain features based on user id.
- l. Review all user activity within the software.
- m. Run ad-hoc real-time reports on all data fields.

### 3. Technical Support for Parking Citations Website/ Interactive Voice Response (IVR)

CONSULTANT shall provide the following functions:

- a. Provide a call center for technical support of the CITY website and IVR.
- b. Calls must be accepted between the hours of 8:00 AM and 5:30 PM, PDT/PST (to match City of Palo Alto's customer service center hours), Monday through Friday, excluding national holidays.
- c. Support must include System Software issues, System Hardware issues, feature related questions and reporting. An after-hours emergency support line must be available 24/7.
- d. Provide email support to customers for technical issues regarding the citation website and IVR.
- e. Emails shall be answered within two business days.
- f. Complaints made by end customers regarding service received by the CONSULTANT must be logged and reported to the City within 24 hours.

### 3. OVERVIEW OF CUSTOMER-FACING WEB PORTAL

CITY desires a customer friendly parking website to provide access to parking and related program information. The parking website shall be "white label", designed to meet CITY branding and marketing standards. It will serve as the portal to Palo Alto's online parking experience and should provide all City-related parking information in a clear, easily navigated format. The website shall be integrated with the permit and citation management customer portals, as described in sections 2 and 3.

The new parking website shall take all parking information from the City's existing website <http://paloalto.parkingguide.com> and synthesize it so visitors can easily access information on parking facilities and permit sales. The website shall be built in a manner which is consistent with the CITY existing website's look and feel but is expected to be hosted externally and function as the "one-stop shop" for all information related to traveling to Palo Alto. The parking website shall provide access to the functions outlined below:

#### 1. Key requirements for the Customer-facing Web Portal

- a. Palo Alto residents should have easy access to all the RPP program information and be able to login to the permit system.
- b. links to the Palo Alto Transportation Management Association (TMA), and the transportation programs that it offers to employees in Palo Alto.
- c. Provide links or options to purchase transit tickets, reserve trips or to get more information.
- d. Website will contain FAQ information for non-resident commuters who elect to drive, so appropriate permits can be selected .

- e. Customer should also be able to select to purchase a parking permit by creating an account and logging in to the permit system.
- f. All content for the website including, but not limited to, text, graphics, images, and maps will be the responsibility of the CONSULTANT to develop.
- g. CITY will review all proposed data content prior to development and release to the public.
- h. Website will be updated with correct/updated information, as required.
- i. Website must be viewable on multiple online browser platforms, including MS Explorer, Google Chrome, Apple Safari, and Firefox;
- j. Include automatic algorithms to detect the platform in which the user is viewing so content can be adjusted accordingly.
- k. Required platforms include desktop computers, laptops, mobile devices, and tablets.

## 2. Parking Permit and Citation Management System Web/Mobile Portal

CONSULTANT portal must support the following functions at a minimum:

- a. Real-time integration with back-end database to enable inquiry, payment, and appeal for City-issued citations.
- b. Customer-friendly, easy-to-use web and mobile portal for end users that supports account creation, available in English, Spanish and Chinese.
- c. Parking citation inquiry by citation number.
- d. Payment plan query by payment plan number.
- e. Process payment of parking citation by credit card using Visa, Discover, MasterCard and American Express, debit card, PayPal. Apple Pay and Google Wallet are on our product development roadmap and will be provided to the City once product development has been completed. (convenience fee may be charged).
- f. Ability to hide customer name and address when an inquiry is performed.
- g. The appeal of parking citations with the ability to upload supporting documentation.
- h. Ability to view a copy of a citation and any related photos.
- i. Support for permit wait-lists online.
- j. Display appropriate permit type, based on the selection of account type (employee/resident/visitor) and address.
- k. Request placement on multiple wait-lists, with prioritization, maximum of three wait-lists per customer.
- l. Request a new permit with supporting documentation.
- m. View status of permit requests, including position on wait-list.
- n. Renew an existing permit.
- o. Remove from wait-list.
- p. Cancel permit.
- q. Process payment for a wait-list position.
- r. Process permit payment
- s. Account creation tying together citation and permit information.
- t. Support for multiple wait-lists (up to three) with prioritization.

- u. Acceptance of payment for wait-list, permit purchase and citation payment with the ability to upload supporting documentation.
- v. Ability to view current permits, wait-list status, and citation status.
- w. Appeal acceptance that supports upload of supporting documentation.
- x. The ability for customers to create, retrieve and update personal passwords.
- y. FAQs for citation payment, appeal, permit and waitlist features.

#### **4. TECHNICAL SPECIFICATIONS**

CONSULTANT agrees that all data provided by users and staff shall be maintained in a secure manner and CONSULTANT shall prevent unauthorized parties from accessing, sharing, or using this data for private or public use without written consent from the CITY. If CITY selects a new contractor or system to replace the services under this Agreement, the CONSULTANT will promptly provide operational and data transfer support to transfer the records and data to CITY or CITY's new contractor or system before the end of the term of this Agreement. CONSULTANT's obligation to transfer CITY's data and records shall survive the expiration or termination of the Agreement.

#### **5. SYSTEM HARDWARE**

##### 1. Handheld Enforcement Devices

CONSULTANT shall provide seven (7) handheld devices for parking enforcement. The following fields, at a minimum, must be captured during citation issuance by CONSULTANT's enforcement software:

- a. Citation Number
- b. License plate
- c. State
- d. VIN or last four digits of VIN
- e. Violation Code and description (up to three)
- f. Location of violation, including program zone
- g. Issue Date
- h. Issue Time
- i. Officer ID
- j. Officer Signature
- k. Notes to print on citation
- l. Notes that are hidden from public
- m. Fine and penalty schedules
- n. Appeal and payment instructions
- o. Electronic marking
- p. Photos
- q. Ability to support pay-by-plate, pay-by-space, PARCs integration and mobile payment utilizing existing integrations



## 2. Vehicle-based License Plate Readers (AS AN OPTION FOR THE CITY)

The use of vehicle-based license plate readers to support the issuance of citations shall be provided as an option to the CITY. Should the CITY elect to utilize LPR, a minimum of two (2) LPR systems will be required upon CITY's initial request with the possibility of increasing that quantity during the term of the Agreement. The CONSULTANT shall provide detailed specifications of the LPR hardware and software as attachments at the request of the CITY. The LPR shall be capable of supporting the following at a minimum:

- a. Scofflaw identification
- b. Permit verification
- c. Time-based enforcement in color zones
- d. Future integration with paystations, PARCs, and pay-by-cell vendors

CONSULTANT must supply hardware and software specifications for the proposed LPR solution.

## **6. Collections Work**

CONSULTANT shall provide collection effort reports, including but not limited to citations specified by the City. Collection efforts should include, at a minimum:

- a. Two (2) collection notices for all citations
- b. DMV holds for California registered owners
- c. FTB collections for California residents
- d. Skip-tracing
- e. Outbound phone calls

## **7. TECHNICAL REQUIREMENTS**

CITY requires a system that supports all the following: Web-based software with no PC installation required, which utilizes Citrix XenAPP 7.8 to transmit and protect sensitive data.

- a. Reporting format that exports to Excel and PDF formats.
- b. In-house software that is not Java-based.
- c. Sequential back-end database structure.
- d. CONTRACTOR will work with the City and its third-party vendors to utilize existing integrations.
- e. System downtime of less than 0.1% between the hours of 6:00 AM-11:00 PM, seven days per week. System uptime of 99.9%, at a minimum, is required.

## **8. SYSTEM AUDIT REPORTING**

CONSULTANT shall provide standard and custom audit reports specified by the City, including at a minimum:

- a. Permits sold within a parking program or districts by type and length of permit.
- b. Permit revenue by parking program or district and type of revenue
- c. Resident permits, or full price employee permits, or reduced-price employee permits
  - 1. Free permits
  - 2. Annual permits
  - 3. Semiannual permits
  - 4. Quarterly permits
  - 5. Monthly permits
  - 6. Daily permits
- d. Guest permits, whatever
- e. Citation revenue by parking program or district and type of revenue and total number of citations paid
- f. Citations unpaid by parking program or district and the total number of citations issued

**9. RESPONSE TIMES**

The following is an overview of acceptable customer response times. Failure to meet these response times will result in liquidated damages outlined in Section 10, Non-Performance.

- a. Technical issues - return call within four hours on business days for issues.
- b. Customer service response to City staff - within four hours on business days.
- c. Data entry of citations within two (2) business days of receipt.
- d. Payment processing within one (1) business day of receipt.
- e. Fulfillment of physical permit within two (2) business days of receipt of a completed and eligible application.
- f. Email response to end-customers within two (2) business days of receipt.

**10. NON-PERFORMANCE**

The City reserves the right to recover liquidated damages of a specified sum, based upon the following schedule:

<b>Violation</b>	<b>Amount</b>
Failure to meet the response timelines.	\$200.00 per day

**Initial**

**EXHIBIT "B"**  
**SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services as specified in EXHIBIT "A" SCOPE OF SERVICES as to be determined by CITY project manager so as to complete each of the requested services within 90-120 days from the date the contract is executed and the project plan has been approved. The time to complete each of the tasks identified in project plan may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

**EXHIBIT "C"**  
**COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, based on the rates in Exhibit C-1. The budget schedule below is an estimate of the amounts to be paid by year, however, the amount paid in any given year may vary, depending on the number of permits and citations processed.

<b>BUDGET SCHEDULE</b>	<b>ESTIMATED AMOUNT</b>
Year 1	\$99,000.00
Year 2	\$132,000.00
Year 3	\$132,000.00
Year 4	\$132,000.00
Year 5	\$132,000.00
 Sub-total Basic Services	 <b>\$627,000.00</b>
Reimbursable Expenses	\$0.00 (None)
 Total Basic Services and Reimbursable expenses	 \$627,000.00
  Maximum Total Compensation	  \$627,000.00

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: NONE

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense shall be approved in advance by the CITY's project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement

**EXHIBIT “C-1”  
SCHEDULE OF RATES**

CONSULTANT shall be paid per unit for processing services for the comprehensive permit and citation managements system. Table 1 below includes the payment rates per unit for the program including pre-defined pricing for implementation and management of the program. The compensation table shall remain fixed for term of the Agreement.

**Table Set 1 Compensation Terms**

<b>Permit Management System Pricing</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Estimated Annual Expense*</b>
Per-permit fee	\$1.00	\$10,500.00
Per-renewal letter fee (sent by mail)	\$0.65	\$3,412.50
Per-renewal letter fee (sent by email)	\$0.00	\$0.00
Per-software license fee	\$0.00	\$0.00
Per-permit convenience fee (for web/IVR purchases)	\$1.00	charged to customer
Permits Solution subtotal	\$2.65	<b>\$13,912.50</b>
Estimated cost per month		<b>\$1,159.38</b>
<b>Optional service</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Estimated Annual Expense*</b>
Per-permit fulfillment fee**	\$4.00	\$42,000.00
Permit Solutions subtotal + Optional service subtotal		<b>\$55,912.50</b>
Estimated cost per month		<b>\$4,659.38</b>

\*Estimate based on assumption of 10,500 permits issued and 50% of renewal letters are sent by mail. Actual expense may be more or less than this estimate, depending on the actual number of permits issued.

\*\*If requested by City, Consultant shall provide this service which includes Consultant: (1) scanning and indexing all paper applications, (2) reviewing and approving scanned applications based on City rules, and (3) reviewing and approving online applications based on City rules.

<b>Citation Management System Pricing Seven (7) handheld enforcement devices</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Est. Annual Expense</b>
Per-citation fee (electronic or manual)	\$1.99	\$21,492.00*
Per-citation notice fee *Assume 75%	\$0.65	\$5,265.00

Convenience fee for citation payment	\$1.00	charged to customer
Per plate fee for out-of-state lookups (per plate)	\$0.98	\$558.60
% of collections for secondary collection (non-FTB) efforts	25% of amount collected	\$24,825.00
FTB collections *Assumes 4% or approx. \$54K	15% of amount collected	\$8,100.00
Per-software license fee	\$0.00	\$0.00
Handheld citation stock (per citation)	\$0.09615	\$1,017.65
Manual citation stock (per citation)	\$0.20	\$43.20
Per handheld device (lease per month)	\$65.00	\$5,460.00
Handhelds data plan *Assume \$60.00 per month per handheld	\$60.00	\$5,040.00
Citation Solution subtotal		<b>\$71,801.45</b>
Estimated cost per month		<b>\$5,983.45</b>

\* Estimate based on assumption of 10,800 citations issued. Other estimates in this column are based on other assumptions, some of which may be noted.

**Compensation Schedule (Estimated)**

Table 2 below includes the estimated annual payment compensation schedule for the program, based on assumed numbers of permits and citations issued, equipment utilized and other services provided. These are estimates only.

**Table 2 Compensation Schedule**

	Est. Monthly (rounded to nearest 1000)	2019		2020		2021		2022		2023	
		Months	Annual Cost	Months	Annual Cost	Months	Annual Cost	Months	Annual Cost	Months	Annual Cost
Permit Management	\$5,000	9	\$45,000	12	\$60,000	12	\$60,000	12	\$60,000	12	\$60,000
Citation Management	\$6,000	9	\$54,000	12	\$72,000	12	\$72,000	12	\$72,000	12	\$72,000
Annual Cost Estimates	\$11,000	9	\$99,000	12	\$132,000	12	\$132,000	12	\$132,000	12	\$132,000
<b>Total Cost Estimates</b>			<b>\$99,000</b>		<b>\$231,000</b>		<b>\$363,000</b>		<b>\$495,000</b>		<b>\$627,000</b>



## EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE	\$1,000,000 \$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000 \$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

- A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
  
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

**<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**

## EXHIBIT "E"



## INFORMATION PRIVACY POLICY

## POLICY STATEMENT

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business with the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

## PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

## **POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

### **SCOPE**

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

### **CONSEQUENCES**

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

### **EXCEPTIONS**

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

### **MUNICIPAL ORDINANCE**

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

### **RESPONSIBILITIES OF CITY STAFF**

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

**A. RESPONSIBILITY OF CIO AND ISM**

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall be guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

**B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE**

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

**C. RESPONSIBILITY OF USERS**

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

**D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS**

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

**E. RESPONSIBILITY OF AUTHORIZATION COORDINATION**

The ISM will ensure that the City’s employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City’s approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

**GENERAL PROCEDURE FOR INFORMATION PRIVACY**

**A. OVERVIEW**

The Policy applies to activities that involve the use of the City’s information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City’s employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City’s intranet or other networks, systems, or devices.

The term “information assets” also includes the personal information of the City’s employees and any other related organizations while those assets are under the City’s control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City’s staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City’s employees and authorized third parties.

**B. PERSONAL INFORMATION AND CHOICE**

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City’s sharing of such information during the conduct of the City’s business as a local government agency with third parties under contract to the City to provide services.

**C. METHODS OF COLLECTION OF PERSONAL INFORMATION**

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

**D. UTILITIES SERVICE**

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

**E. PUBLIC DISCLOSURE**

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

**F. ACCESS TO PERSONAL INFORMATION**

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

**G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE**

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

**H. DATA RETENTION / INFORMATION RETENTION**



**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

**I. SOFTWARE AS A SERVICE (SAAS) OVERSIGHT**

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

**J. FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003**

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.


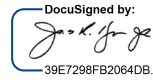
**POLICY AND PROCEDURES 1-64/IT**

Revised: December 2017

CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:	 <small>7914D9897578424...</small>	12/5/2017
	_____ Director Information Technology/CIO	_____ Date
Approved:	 <small>39E7298FB2064DB...</small>	12/13/2017
	_____ City Manager	_____ Date



**EXHIBIT "F"**

**VENDOR CYBERSECURITY TERMS AND CONDITIONS**

*This Exhibit shall be made a part of the City of Palo Alto's Professional Services Agreement or any other contract entered into by and between the City of Palo Alto (the "City") and PROFESSIONAL ACCOUNT MANAGEMENT, LLC (the "Consultant") for the provision of Software as a Service services to the City (the "Agreement").*

In order to assure the privacy and security of the personal information of the City's customers and people who do business with the City, including, without limitation, vendors, utility customers, library patrons and other individuals and businesses, who are required to share such information with the City, as a condition of receiving services from the City or selling goods and services to the City, including, without limitation, the Software as a Service services provider (the "Consultant") and its subcontractors, if any, including, without limitation, any Information Technology ("IT") infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, described below, while it renders and performs the Services and furnishes goods, if any, described in the Statement of Work, Exhibit B, to the extent any scope of work implicates the confidentiality and privacy of the personal information of the City's customers. The Consultant shall fulfill the data and information security requirements (the "Requirements") set forth in Part A below.

A "secure IT environment" includes: (a) the IT infrastructure, by which the Services are provided to the City, including connection to the City's IT systems; (b) the Consultant's operations and maintenance processes needed to support the environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

In the event that, after the Effective Date, the Consultant reasonably determines that it cannot fulfill the Requirements, the Consultant shall promptly inform the City of its determination and submit, in writing, one or more alternate countermeasure options to the Requirements (the "Alternate Requirements" as set forth in Part B), which may be accepted or rejected in the reasonable satisfaction of the Information Security Manager (the "ISM").

**Part A. Requirements:**

The Consultant shall at all times during the term of any contract between the City and the Consultant:

- (a) Appoint or designate an employee, preferably an executive officer, as the security liaison to the City with respect to the Services to be performed under this Agreement.
- (b) Comply with the City's Information Privacy Policy:



- (c) Have adopted and implemented information security and privacy policies that are documented, are accessible to the City and conform to ISO 27001/2 – Information Security Management Systems (ISMS) Standards. See the following:  
[http://www.iso.org/iso/home/store/catalogue\\_tc/catalogue\\_detail.htm?csnumber=42103](http://www.iso.org/iso/home/store/catalogue_tc/catalogue_detail.htm?csnumber=42103)  
[http://www.iso.org/iso/iso\\_catalogue/catalogue\\_tc/catalogue\\_detail.htm?csnumber=50297](http://www.iso.org/iso/iso_catalogue/catalogue_tc/catalogue_detail.htm?csnumber=50297)
- (d) Conduct routine data and information security compliance training of its personnel that is appropriate to their role.
- (e) Develop and maintain detailed documentation of the IT infrastructure, including software versions and patch levels.
- (f) Develop an independently verifiable process, consistent with industry standards, for performing professional and criminal background checks of its employees that (1) would permit verification of employees’ personal identity and employment status, and (2) would enable the immediate denial of access to the City’s confidential data and information by any of its employees who no longer would require access to that information or who are terminated.
- (g) Provide a list of IT infrastructure components in order to verify whether the Consultant has met or has failed to meet any objective terms and conditions.
- (h) Implement access accountability (identification and authentication) architecture and support role-based access control (“RBAC”) and segregation of duties (“SoD”) mechanisms for all personnel, systems, and software used to provide the Services. “RBAC” refers to a computer systems security approach to restricting access only to authorized users. “SoD” is an approach that would require more than one individual to complete a security task in order to promote the detection and prevention of fraud and errors.
- (i) Assist the City in undertaking annually an assessment to assure that: (1) all elements of the Services’ environment design and deployment are known to the City, and (2) it has implemented measures in accordance with industry best practices applicable to secure coding and secure IT architecture.
- (j) Provide and maintain secure intersystem communication paths that would ensure the confidentiality, integrity, and availability of the City’s information.
- (k) Deploy and maintain IT system upgrades, patches and configurations conforming to current patch and/or release levels by not later than one (1) week after its date of release. Emergency security patches must be installed within 24 hours after its date of release.
- (l) Provide for the timely detection of, response to, and the reporting of security incidents, including on-going incident monitoring with logging.
- (m) Notify the City within one (1) hour of detecting a security incident that results in the unauthorized access to or the misuse of the City’s confidential data and information.
- (n) Inform the City that any third party service provider(s) meet(s) all of the Requirements.
- (o) Perform security self-audits on a regular basis and not less frequently than on a quarterly basis, and provide the required summary reports of those self-audits to the ISM on the annual anniversary date or any other date agreed to by the Parties.
- (p) Accommodate, as practicable, and upon reasonable prior notice by the City, the City’s performance of random site security audits at the Consultant’s site(s), including the site(s) of a third party service provider(s), as applicable. The scope of these audits will extend to the Consultant’s and its third party service provider(s)’ awareness of security policies and



practices, systems configurations, access authentication and authorization, and incident detection and response.

- (q) Cooperate with the City to ensure that to the extent required by applicable laws, rules and regulations, the Confidential Information will be accessible only by the Consultant and any authorized third party service provider's personnel.
- (r) Perform regular, reliable secured backups of all data needed to maximize the availability of the Services.
- (s) Maintain records relating to the Services for a period of three (3) years after the expiration or earlier termination of this Agreement and in a mutually agreeable storage medium. Within thirty (30) days after the effective date of expiration or earlier termination of this Agreement, all of those records relating to the performance of the Services shall be provided to the ISM.
- (t) Maintain the Confidential Information in accordance with applicable federal, state and local data and information privacy laws, rules, and regulations.
- (u) Encrypt the Confidential Information before delivering the same by electronic mail to the City and or any authorized recipient.
- (v) Unless otherwise addressed in the Agreement, shall not hold the City liable for any direct, indirect or punitive damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the City's IT environment, including, without limitation, IT infrastructure communications.

**Part B. Alternate Requirements:**

### Certificate Of Completion

Envelope Id: 5851857EA78B46E5BBC85936FD35ADBF	Status: Completed
Subject: Please DocuSign: C19171363 Permit Citation Management System Duncan Contract 06062019.pdf	
Source Envelope:	
Document Pages: 39	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

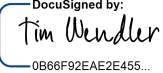
### Record Tracking

Status: Original 6/11/2019 9:45:03 AM	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

### Signer Events

Tim Wendler  
twendler@DuncanSolutions.com  
President  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
0B66F92EAE2E455...  
Signature Adoption: Pre-selected Style  
Using IP Address: 98.100.195.102

### Timestamp

Sent: 6/11/2019 9:52:54 AM  
Viewed: 6/11/2019 10:01:40 AM  
Signed: 6/11/2019 10:02:36 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Madina Klicheva  
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Administrative Associate II  
City of Palo Alto  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

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Sent: 6/11/2019 10:02:38 AM  
Viewed: 6/11/2019 10:05:48 AM

Mark Hur  
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Parking Operations Lead  
Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
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Carbon Copy Events	Status	Timestamp
Chantal Gaines Chantal.Gaines@CityofPaloAlto.org Assistant to City Manager City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/11/2019 10:02:40 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/11/2019 10:02:40 AM
Certified Delivered	Security Checked	6/11/2019 10:02:40 AM
Signing Complete	Security Checked	6/11/2019 10:02:40 AM
Completed	Security Checked	6/11/2019 10:02:40 AM

Payment Events	Status	Timestamps
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**AMENDMENT NO. 1 TO CONTRACT NO. C19171363  
BETWEEN THE CITY OF PALO ALTO AND PROFESSIONAL ACCOUNT MANAGEMENT, LLC  
FOR PROFESSIONAL SERVICES**

This Amendment No. 1 (this "Amendment") to Contract No. C19171363 (the "Contract" as defined below) is entered into as of September 9, 2020, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PROFESSIONAL ACCOUNT MANAGEMENT, LLC., a Wisconsin Limited Liability Company, located at 663 West Wisconsin Avenue, Suite 1600, Milwaukee, Wisconsin, 53203 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

**RECITALS**

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of the development, implementation, support, and maintenance of a Parking Permit Management System to facilitate online permit sales and distribution for a variety of parking programs, and a related Parking Citation Management System, as detailed therein.

B. The Parties now wish to amend the Contract in order to increase the compensation by \$140,000, from \$627,000 to \$767,000 and add a new set of rates for LPR hardware and software to Exhibit C-1.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

**SECTION 1. Definitions.** The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C19171363 between CONSULTANT and CITY, dated May 20, 2019.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

**SECTION 2.** Section 4. "**NOT TO EXCEED COMPENSATION**" of the Contract is hereby amended to read as follows:

**"SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Seven Hundred Sixty Seven Thousand Dollars (\$767,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any



work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 3. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C-1" entitled "SCHEDULE OF RATES", AMENDED, REPLACES PREVIOUS.

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

**SIGNATURES OF THE PARTIES**

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

**CITY OF PALO ALTO**

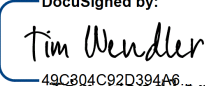
\_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney or designee

**CONSULTANT:  
PROFESSIONAL ACCOUNT  
MANAGEMENT, LLC.**

**Officer 1**

DocuSigned by:  
By:   
Name: Tim Wendler  
Title: President and CEO

**Officer 2**

DocuSigned by:  
By:   
Name: Gregg Bott  
Title: General Counsel and Secretary

**Attachments:**

- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES

**EXHIBIT "C"**  
**COMPENSATION**  
**(AS AMENDED BY AMENDMENT NO. 1)**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, based on the rates in Exhibit C-1. The budget schedule below is an estimate of the amounts to be paid by year, however, the amount paid in any given year may vary, depending on the number of permits and citations processed.

<b>BUDGET SCHEDULE</b>	<b>ESTIMATED AMOUNT</b>
Year 1	\$99,000.00
Year 2	\$249,500.00
Year 3	\$139,500.00
Year 4	\$139,500.00
Year 5	\$139,500.00
Sub-total Basic Services	\$767,000.00
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$767,000.00
<b>Maximum Total Compensation</b>	<b>\$767,000.00</b>

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: NONE

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense shall be approved in advance by the CITY's project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT "C-1"**  
**SCHEDULE OF RATES**  
**(AS ADDED BY AMENDMENT NO. 1)**

CONSULTANT shall be paid per unit for processing services for the comprehensive permit and citation managements system. Table 1 below includes the payment rates per unit for the program including pre- defined pricing for implementation and management of the program. Table 3 below contains the costs for LPR hardware and software. The compensation tables shall remain fixed for term of the Agreement.

**Table Set 1 Compensation Terms**

<b>Permit Management System Pricing</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Estimated Annual Expense*</b>
Per-permit fee	\$1.00	\$10,500.00
Per-renewal letter fee (sent by mail)	\$0.65	\$3,412.50
Per-renewal letter fee (sent by email)	\$0.00	\$0.00
Per-software license fee	\$0.00	\$0.00
Per-permit convenience fee (for web/IVR purchases)	\$1.00	charged to customer
Permits Solution subtotal	\$2.65	<b>\$13,912.50</b>
Estimated cost per month		<b>\$1,159.38</b>
<b>Optional service</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Estimated Annual Expense*</b>
Per-permit fulfillment fee**	\$4.00	\$42,000.00
Permit Solutions subtotal + Optional service subtotal		<b>\$55,912.50</b>
Estimated cost per month		<b>\$4,659.38</b>

\*Estimate based on assumption of 10,500 permits issued and 50% of renewal letters are sent by mail. Actual expense may be more or less than this estimate, depending on the actual number of permits issued.

\*\*If requested by City, Consultant shall provide this service which includes Consultant: (1) scanning and indexing all paper applications, (2) reviewing and approving scanned applications based on City rules, and (3) reviewing and approving online applications based on City rules.

<b>Citation Management System Pricing</b>		
<b>Seven (7) handheld enforcement devices</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Est. Annual Expense</b>
Per-citation fee (electronic or manual)	\$1.99	\$21,492.00*
Per-citation notice fee *Assume 75%	\$0.65	\$5,265.00

Convenience fee for citation payment	\$1.00	charged to customer
Per plate fee for out-of-state lookups (per plate)	\$0.98	\$558.60
% of collections for secondary collection (non-FTB) efforts	25% of amount collected	\$24,825.00
FTB collections *Assumes 4% or approx. \$54K	15% of amount collected	\$8,100.00
Per-software license fee	\$0.00	\$0.00
Handheld citation stock (per citation)	\$0.09615	\$1,017.65
Manual citation stock (per citation)	\$0.20	\$43.20
Per handheld device (lease per month)	\$65.00	\$5,460.00
Handhelds data plan *Assume \$60.00 per month per handheld	\$60.00	\$5,040.00
Citation Solution subtotal		<b>\$71,801.45</b>
Estimated cost per month		<b>\$5,983.45</b>

\* Estimate based on assumption of 10,800 citations issued. Other estimates in this column are based on other assumptions, some of which may be noted.

**Compensation Schedule (Estimated)**

Table 2 below includes the estimated annual payment compensation schedule for the program, based on assumed numbers of permits and citations issued, equipment utilized and other services provided. These are estimates only.

**Table 2 Compensation Schedule**

	Est. Mont hly (roun d ed to neare	2019		2020		2021		2022		2023	
		Month s	Annual Cost	Mont hs	Annual Cost	Mont hs	Annual Cost	Mont hs	Annual Cost	Mont hs	Annual Cost
Permit Manage ment	\$5,00 0	9	\$45,0 00	12	\$60,0 00	12	\$60,0 00	12	\$60,0 00	12	\$60,0 00
Citation Manage ment	\$6,00 0	9	\$54,0 00	12	\$72,0 00	12	\$72,0 00	12	\$72,0 00	12	\$72,0 00
Annual Cost Estimate	\$11,0 00	9	\$99,0 00	12	\$132, 000	12	\$132, 000	12	\$132, 000	12	\$132, 000
<b>Total Cost Estimates</b>			<b>\$99,0 00</b>		<b>\$231,000</b>		<b>\$363,000</b>		<b>\$495,000</b>		<b>\$627,000</b>

**Added by Amendment 1****Table 3: LPR Hardware and Software**

<b>LPR Hardware and Software</b>		
<b>Item</b>	<b>Per Unit</b>	<b>Total</b>
Per-LPR (based on 2 units)**	\$55,000.00	\$110,000.00
<b>Item</b>	<b>Per Unit</b>	<b>Est. Annual Expense</b>
Per-LPR Annual Fees: 5-year extended warranty purchase with Advance Replacement coverage (based on 2 units)	\$3,750.00	\$7,500.00
LPR Solution subtotal (Year 1)		<b>\$117,500.00</b>
LPR Solution subtotal (Year 2)		<b>\$7,500.00</b>
LPR Solution subtotal (Year 3)		<b>\$7,500.00</b>
LPR Solution subtotal (Year 4)		<b>\$7,500.00</b>
LPR Solution subtotal (Year 5)		<b>\$7,500.00</b>
<b>TOTAL</b>		<b>\$140,000.00</b>

\*\*Genetec AutoVU LPR System(s)

- AutoVu SharpX dual base KIT includes main processing unit, brackets, wiring, navigator kit w/GPS, high resolution LPR units and in-vehicle license
- Genetec Security Center Base Package-Version 5.5 which includes: 1 directory, 5 security desk client connections, Plan Manager Basic for 3 maps and 30 entities, alarm management, advanced reporting, system partitioning, zone monitoring, email support, and macros support
- Mapping license including data for North America-per vehicle license
- Panasonic Toughbook CF520 complete kit; mounting hardware, docking station, and vehicle power adapter
- AutoVu Mobile City with wheel imaging system onsite turn-key installation for each vehicle
- Permit zone configuration services for AutoVu Mobile City (ex. zone, editor, mapping, custom enforcement rules)
- All-inclusive installation services
- 5-year extended warranty purchase with Advance Replacement Coverage
- Duncan AutoPROCESS list integration, including ongoing maintenance and support

## Surveillance Use Policy for AUTOMATED License Plate Recognition (ALPR) Technology for City Parking including on-street, garages and lots

In accordance with Palo Alto Municipal Code Section PAMC 2.30.680(d), the Surveillance Use Policy for the use of LPR technology for parking enforcement and ongoing parking management analysis is as follows.

1. **Intended purpose of technology.** The intended purposes of the ALPR technology are to manage and provide data analysis of City Parking trends, including on-street, garage and lot usage, to calculate occupancy and utilization, identify vehicles in violation of parking laws and regulations, and to assist with citation issuance.
2. **Authorized uses of the information.** The information collected by the Parking Guidance System and ALPR technology will be used only for the purposes identified in Section 1 above. All images of License Plates gathered by the ALPR are for only utilized by citations. Transformed and anonymized parking space utilization is non-sensitive.
3. **Information collected by the technology.** The ALPR technology system will capture context images of vehicles with visible license plates and record each license plate number captured, along with a date/time stamp and latitude/longitude.
4. **Safeguards and Compliance Features.** The safeguards that protect information from unauthorized access include encryption, access-control, and access oversight mechanisms, as applicable.

All ALPR data downloaded to City and/or vendor equipment and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (as required per Civil Code § 1798.90.52). Staff and/or contractors & vendors approved to access ALPR data will be permitted to access the data for City Office of Transportation purposes only (as approved by the Chief Transportation Official), such as when the data relates to the investigation of a parking violation. Authorized personnel will include Office of Transportation and Administrative Services Department staff, Serco enforcement personnel, and Genetec and Duncan support staff.

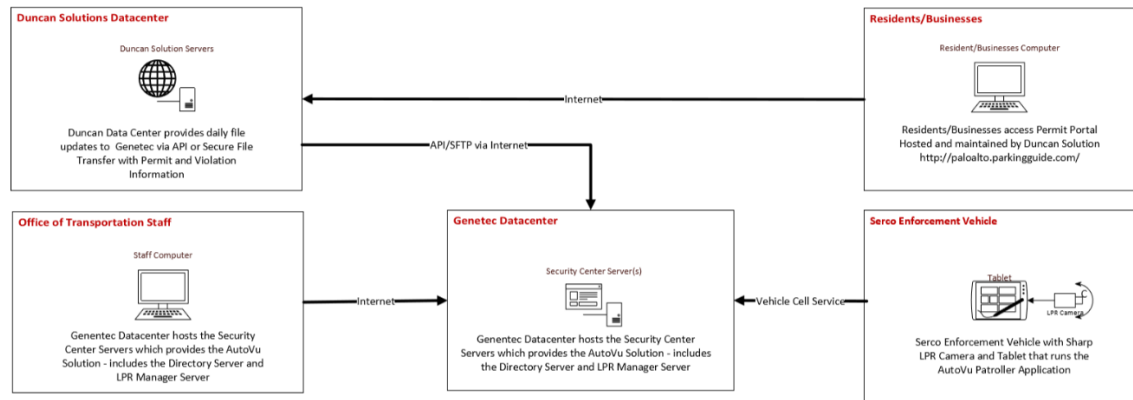
The following compliance procedures are in accordance with and accepted by the City's documented Business Impact Assessment (BIA) and Vendor Information Security Assessment (VISA) evaluation and approval processes for technology vendor contracts (see **End Notes** below for more information). The BIA and VISA processes enable staff to understand and assess vendors' security practices, previous data breaches, compliance with industry standards, and disaster preparedness. The process documents vendor policies regarding protected information, security, and privacy compliance, password algorithm, encryption scheme, log monitoring processes, system and application security processes,



hiring with criminal background verification confirmation, physical security landscape, and other details.

As a complete, hosted, and turnkey solution by Duncan, no sensitive data will be stored or accessed on City Datacenter Servers. Staff and contractors accessing ALPR data will utilize physical access controls, computer application permission controls, and other technological, administrative, procedural, operational, and personnel security measures to record who has accessed ALPR data, the time and date of access, and reason for access, to protect the data from unauthorized access, destruction, use, modification or disclosure.

#### Duncan Solution ALPR Technology Overview



5. **Information retention.** The time period for which data collected by the ALPR technology devices will be routinely retained or stored is based on the following schedule:
  - License Plate images and numbers collected, but not cited: 96 hours maximum to determine whether a violation occurred. All others will be automatically deleted.
  - License Plate images and numbers collected and attached to issued parking citation files: Retained for 5 years in compliance with statistical Universal Crime Reporting requirements ([City Records Retention Schedule](#)).
6. **Access to information outside City.** License Plate data shall be used only by the City and authorized vendors for parking enforcement and data collection purposes. Unauthorized entities will not have access to the information. Parking occupancy and availability data, and related data associated with parking management efforts and analysis, will be made available to the public. The publicly available data will never include specific license plate numbers.
7. **Description of Compliance Procedures.** A description of compliance procedures, including functions and roles of city officials, internal recordkeeping, measures to monitor for errors or misuse, and corrective procedures that may apply.

ALPR system audits will be conducted on a regular, annual basis. All authorized personnel will receive training on the proper handling of personal information which includes ALPR

data. The training addresses appropriate handling and transmission procedures, as well as consequences of an ALPR data security breach. City of Palo Alto contractors are required to provide similar training to their employees who access ALPR data.

All License Plate Images attached to citations will follow the requirements of City Records Retention requirements for citations, kept for the Current Year collected plus 5 years, in accordance with Universal Crime Reporting statistic requirements; originals are sent to the Department of Justice and the Bureau of Investigation.

End Notes:

**Scope of BIA:** The Business Impact Assessment (BIA) assess impact Confidentiality, Integrity and availability of data within the scope of the project in conjunction with data loss scenarios and degree of impact (high, medium or low); with regard to:

- a. Confidentiality Impact Assessment: What are the negative impacts/consequences of unauthorized or unintended disclosure of Information? (i.e. Loss of confidentiality)
- b. Integrity Impact Assessment: What are the negative impacts/consequences of unintended errors or deliberate, unauthorized changes to information? (i.e. loss of integrity)
- c. Availability Impact Assessment: What are the negative impacts/ consequences of prolonged outage of the system or application? (i.e. loss of availability)

**Scope of VISA:** The scope of Vendor Information Security Assessment (VISA) is to assess vendor IT environment of the Cloud Service Provider (the Vendor), which intends to provide to the City of Palo Alto (the City) any or all of the following services: Software as a Service (SaaS); Platform as a Service (PaaS); and Infrastructure as a Service (IaaS). The VISA assess whether SaaS, PaaS and IaaS service providers database applications, computer network infrastructure and computer hardware and software platforms can be safely hosted by the Vendor and made available to the City via interconnected in a network, typically the Internet.