

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH CALE AMERICA, INC  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Cale America, Inc., a Delaware Corporation ("Consultant").

**RECITALS**

A. City desires to engage Consultant to provide software, communication, and reporting services, henceforth know as WebOffice Basic or CWO for installed CALE multi-space parking meters.

B. City desires to retain a qualified firm to provide the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. City desires to engage Consultant to provide sole source parts and repair services as set forth in Exhibit B to the Agreement.

D. City also wishes to enter into an agreement for parts and services for CALE multi-space parking meters.

E. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

F. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing. The Agreement will be retroactive to May 1, 2017.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") and parts and services described in Exhibit B ("Compensation"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Consultant shall provide the parts and services as specified in Exhibit B. Exhibit A and Exhibit B are attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and are not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

## **2. COMPENSATION**

a. City shall pay Consultant for services and parts rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B ("Compensation"). Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder, and parts provided, shall in no event exceed the sum of two hundred sixty-four thousand six hundred forty dollars and no cents (\$264,640.00). The City's Chief Financial Officer is authorized to pay all proper claims for work performed or parts provided but not previously paid for from various Charge Numbers as approved.

## **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

## **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings,

administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

## **5. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subConsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

## **6. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

**7. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

**City Representative:**

City of Santa Rosa - Finance Department  
Attn: Parking Manager  
90 Santa Rosa Ave  
Santa Rosa, CA 95401  
Telephone (707) 543-3325  
Fax (707) 543-3317

**Consultant Representative:**

Cale America, Inc.  
Max Corotis, Director of Sales  
13190 56<sup>th</sup> Court, Suite 401  
Clearwater, FL 33760  
Telephone (858) 386-3423

**8. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of

employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

#### **9. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

#### **10. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

#### **11. TERM, SUSPENSION, TERMINATION**

a. This Agreement shall be retroactive to May 1, 2017 and shall continue in effect until June 30<sup>th</sup>, 2022

b. City shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.

#### **12. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with

the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30<sup>th</sup>, 2022.

**13. STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

**14. CONFLICTS OF INTEREST**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

**15. CONFLICT OF INTEREST REQUIREMENTS**

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

yes  no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

#### **16. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

#### **17. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not

later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. MISCELLANEOUS**

a. **Entire Agreement.** This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. **Modification.** No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. **Compliance with Laws.** Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, *et seq.*, which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. **Discrimination Prohibited.** With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.



e. **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. **Waiver of Rights.** Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

**19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of Delaware, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Cale America Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

Print Name: Chris Coursey

Title: Mayor

Signatures of Authorized Persons:

By: ANDREAS JANKO

Print Name: ANDREAS JANKO

Title: PRESIDENT

By: Kenneth J. Beattie

Print Name: Kenneth J. Beattie

Title: Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

\_\_\_\_\_

Attachments:

Attachment One - Insurance Requirements

Exhibit A - Scope of Services

Exhibit B - Compensation

## EXHIBIT B – COMPENSATION

## On-Going Services

Product Name	Quantity	Sales Price	Year One Total	Year Two Total	Year Three Total	Year Four Total	Year Five Total
<b>WebOffice Basic</b> <i>Includes:</i> Configuration Maintenance alarms alerts to cell phone Reporting (standard) Credit Card Gateway Cellular Communication Fees 24/7 Support CWO pricing is based on \$49.00 per meter, per month. If the amount of meters in the city of Sana Rosa increases or decreases Cale will make the adjustment in the pricing to reflect the amount of meters in use	56	\$588.00	\$32,928.00	\$32,928.00	\$32,928.00	\$32,928.00	\$32,928.00
Annual Total			\$32,928.00	\$32,928.00	\$32,928.00	\$32,928.00	\$32,928.00

Service for hardware is \$125 per hour minimum 4 hours

Service for software programming is \$95 per hour

CALE AMERICA INC. - MP100 COMPACT and COMPACT XL		Price
CABINET PARTS		
24DC111	PROTECTION GLASS FOR SYMBOL SIGN	\$ 19.27
24DC112	PROTECTION GLASS FOR DISPLAY ASSEMBLY	\$ 12.60
24DC150	TICKET OUTLET LOWER	\$ 49.08
24DC151	TICKET OUTLET UPPER	\$ 19.27
24DC152	WEATHER GUARD FOR CREDIT CARD READER	\$ 50.00
24DC154	WEATHER GUARD FOR TICKET DISPENSER	\$ 25.00
24DC156	REPLACEMENT FLAP FOR BILL READER, CPXL	\$ 25.00
24DC100	COIN RETURN CUP ASSEMBLY, COMPLETE	\$ 120.26
24DC162	COIN RETURN FLAP SPRING, LEFT	\$ 5.35
24DC163	COIN RETURN FLAP SPRING, RIGHT	\$ 5.35
24DC174	PLASTIC NUT FOR TICKET OR CANCEL BUTTON	\$ 5.51
24DD100	12V DISTRIBUTION PANEL, SOLAR	\$ 176.17
24LB200BLK	LIGHT BAR COMPLETE	\$ 400.00
24LBKIT	LIGHT BAR COMPLETE WITH ADD ON KIT	\$ 425.00
24SP200	SOLAR PANEL VOLTAGE REGULATOR	\$ 55.59

## EXHIBIT A

24TB102	TILT ALARM SIREN	\$ 50.00
24TB200	TILT BOARD KIT, WITH SIREN	\$ 125.00
C24CD625	DISPLAY MOUNTING BRACKET	\$ 52.76
C24CLIP	FLAT CABLE CLIP (10 EACH)	\$ 5.15
CDC171	CANCEL BUTTON RED, FOR COMPACT MACHINES	\$ 61.80
CDC172	TICKET BUTTON GREEN, FOR COMPACT MACHINES	\$ 61.80
CDC801B	SMALL PUSH BUTTON, BLACK	\$ 65.37
CDC801C	SMALL PUSH BUTTON, YELLOW	\$ 65.37
CPDC144	CREDIT CARD READER BLANK OUT PLATE	\$ 33.61
CPDC145	TICKET OUTLET BLANK OUT PLATE	\$ 34.30
CPDC330	SILVER PIEZO BUTTON, SMALL	\$ 66.11
CPDC331	GOLD PIEZO BUTTON, SMALL	\$ 77.23
CPKP100	PIEZO 16 KEY KEYPAD, VERSION 1	\$ 270.22
CPKP120	PIEZO 16 KEY KEYPAD, VERSION 2	\$ 270.22
CPKP110	SERVICE KEYPAD WITH CABLE	\$ 144.06
CPLA001	LOCK ASSEMBLY, WITHOUT LOCK	\$ 108.77
CPSP100	10 W SOLAR PANEL ASSEMBLY	\$ 405.94
24SP120	10 W SOLAR CELL ONLY	\$ 329.27
CPSP104	20 W SOLAR PANEL ASSEMBLY	\$ 1,060.31
CPSP150	SOLAR PANEL BLANK OUT PLATE	\$ 40.80
CSPB100	10W SOLAR MOUNTING BRACKET, REAR	\$ 41.81
CSPF100	10W SOLAR MOUNTING BRACKET, FRONT	\$ 41.81
DCBU02401	TICKET BUTTON GREEN, FOR 104XL	\$ 102.73
DCBU02403	CANCEL BUTTON RED, FOR 104XL	\$ 102.73
DCBUM0001	GREEN PIEZO PRINT/OK BUTTON	\$ 79.46
DCBUM0002	RED PIEZO CANCEL BUTTON	\$ 79.46
DCOOC0004	METAL PLATE, TICKET OUTLET	\$ 15.57
FBT152	REPLACEMENT FLAP FOR CREDIT CARD READER	\$ 7.50
FBT154	REPLACEMENT FLAP FOR TICKET RECEIPT DISPENSER	\$ 7.50
FMS100	MEMORY CARD BRACKET	\$ 1.98
JWA13912	COIN SYSTEM BLANK OUT PLATE	\$ 49.88
JWA744301	CREDIT CARD SLOT RAIN DIVERTER	\$ 35.49
JWA744302	COIN SLOT RAIN DIVERTER	\$ 15.23
SMOOC0008	DOOR SEALING KIT	\$ 30.19
SMOOC2401	DOOR MAGNET, UPPER CABINET	\$ 25.40

DISPLAY PARTS		
24CDB100	2 LINE DISPLAY BOARD, NO COVER	\$ 587.72
24DS100	2 LINE DISPLAY ASSEMBLY COMPLETE WITH COVER	\$ 636.18
24CDB101	4 LINE DISPLAY BOARD, NO COVER	\$ 587.72
24DS101	4 LINE DISPLAY ASSEMBLY COMPLETE WITH COVER	\$ 636.18
24DS120	2 LINE DISPLAY COVER, FRONT	\$ 20.63

## EXHIBIT A

24DS121	4 LINE DISPLAY COVER, FRONT	\$	32.40
24DS122	2 OR 4 LINE DISPLAY COVER, REAR	\$	21.27
<b>MAIN BOARD PARTS</b>			
24BT400	MAIN BOARD BATTERY, CR2450	\$	10.50
24MM101	RED 2 MB MEMORY MODULE	\$	126.45
111F	FUSE 5 AMP, 250 VOLT, QUICK BLOW	\$	1.05
CPMB103	MAIN BOARD, REVISION G, 2 MB RED MODULE	\$	1,428.59
<b>COIN SYSTEM</b>			
24CS100	COIN SELECTOR	\$	345.36
C4AP100	ANTIPIIN	\$	412.89
C4AP650	ROUND COIN SLOT GUIDE, ANTIPIIN	\$	20.29
CRKP11016	\$1 TEST TOKENS	\$	1.00
<b>PRINTER PARTS</b>			
04PR300	PRINTER BOARD	\$	481.70
04PR100	PRINTER ASSEMBLY COMPLETE	\$	1,720.40
24PR911	TAKE TICKET SENSOR WITH BRACKET	\$	120.43
24PR135	THERMAL PRINT HEAD	\$	311.43
24PR140	GUILLOTINE CUTTER ASSEMBLY	\$	103.21
<b>ESCROW PARTS</b>			
CPES100	ESCROW ASSEMBLY	\$	412.89
24ES110	SENSOR BOARD	\$	86.02
24ES120	ESCROW FLAP, COIN RETURN	\$	51.62
24ES130	ESCROW FLAP, COIN COLLECTION	\$	13.81
24ES140	ESCROW MOTOR	\$	141.08
24ES150	ESCROW FLAP GEAR	\$	25.80
<b>CREDIT CARD</b>			
0401CO308	WINDOW WITH VALUE BUTTONS A,B,C	\$	154.85
04CC140	VALUE BUTTON BOARD - CALE	\$	232.61
04CC198	VALUE BUTTON BOARD - QI	\$	54.09
04CCB10	VALUE BUTTON	\$	43.03
CCPLC0403	VALUE BUTTON PLEXIGLAS ONLY	\$	41.46
24HB200	MAGTEK BEZEL	\$	59.88
24HB201	ID TECH BEZEL	\$	59.88
24HB300	QI BOARD	\$	839.60
24HB400	MAGTEK CARD READER, WITHOUT BEZEL	\$	134.24
24HB401	ID TECH CARD READER, WITHOUT BEZEL	\$	134.24
24HB405	PLASTIC RAIN DIVERTER FOR CREDIT CARD READER	\$	49.89
24HB406	METAL SHIELD FOR CREDIT CARD READER	\$	20.78
T100	TEST CARD WITH MAGSTRIPE	\$	15.00
<b>NETWORK &amp; COMMUNICATION</b>			
04CB100	COMMUNICATION BOARD	\$	997.84
04WC405	CALE 3G MODEM	\$	425.00
C4PC100	SRAM CARD 2MB	\$	125.72
C4PC101	SRAM CARD 4MB	\$	131.25
C4PC102	SRAM CARD 8MB	\$	222.89

## EXHIBIT A

LP902	ANTENNA	\$	70.62
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PEDESTAL			
12117	BATTERY CHARGER FOR A/C MACHINE	\$	61.01
111CBS	COIN BOX SWITCH	\$	83.88
12V20	12 VOLT 20 AMP BATTERY FOR A/C MACHINES **	\$	95.00
12V55	12 VOLT 55 AMP BATTERY FOR SOLAR MACHINES **	\$	116.30
24CB100	COIN CANISTER	\$	648.59
C24CBD100	VAULT DOOR	\$	450.78
GM1000	BASE ANCHOR	\$	136.06
TEMPLATE	METER MOUNTING TEMPLATE	\$	25.00
LOCKS & KEYS			
CL10N	VIDEX E-LOCK	\$	136.50
EL1085	NEXGEN E-LOCK	\$	136.50
LK104	LOCK, EXEC	\$	36.01
KY800	KEY, EXEC	\$	15.50
KY888	KEY, KABA	\$	36.79
WIRES & CABLES			
111CBS	COIN BOX SWITCH	\$	83.88
WR120	CABLE, INTERMEDIATE POWER	\$	44.89
WR145	CABLE, INTERMEDIATE COLLECTION	\$	36.51
WR150	CABLE, COIN SELECTOR	\$	29.70
WR165	CABLE, MODEM POWER	\$	52.18
WR169	CABLE, MODEM COMMUNICATION - F4	\$	52.18
WR170	CABLE, PRINTER	\$	41.35
WR171	CABLE, INTERMEDIATE PRINTER	\$	35.27
WR172	CABLE, MAIN BOARD TO INTERMEDIATE POWER	\$	35.27
WR180	CABLE, LIGHT BAR	\$	33.44
WR190	CABLE, SERVICE KEYPAD EXTENSION	\$	25.24
WR193	CABLE, METER GROUNDING	\$	48.80
WR220	CABLE, ANTIPIN TO MAIN BOARD, 6 PIN	\$	40.88
WR241	CABLE, CARD READER	\$	28.62
WR246	CABLE, ETHERNET	\$	28.62
WR247	CABLE, CREDIT CARD READER LONG	\$	32.87
WR248	CABLE, METER LINK	\$	42.86
WR250	CABLE, QI POWER	\$	36.98
WR260	CABLE, INTERMEDIATE DISPLAY	\$	35.27
WR261	CABLE, DISPLAY	\$	37.03
WR270	CABLE, QI TO MAIN BOARD, 8 PIN	\$	48.82
WR281	CABLE, KEYPAD VERSION 1, SMALL	\$	37.03
WR282	CABLE, KEYPAD VERSION 1, LARGE	\$	37.03
WR283	CABLE, KEYPAD VERSION 2, SMALL	\$	37.03
WR284	CABLE, KEYPAD VERSION 2, LARGE	\$	37.03

## EXHIBIT A

WR369	CABLE, MODEM COMMUNICATION - 3G	\$ 55.22
WR444	CABLE, BATTERY - FEMALE	\$ 25.24
<b>BILL VALIDATOR CABLES</b>		
WR1000	CABLE, CXL DAUGHTER BOARD TO VALIDATOR, 6 PIN	\$ 38.26
WR1100	CABLE, CXL POWER FOR VALIDATOR, WITH "Y" ADAPTOR	\$ 47.87
WR1200	CABLE, CXL DOUBLE COLLECTION	\$ 47.87
WR1300	CABLE, CXL MAIN BOARD TO DAUGHTER BOARD, 16 PIN	\$ 47.87
WR1400	CABLE, ADAPTOR BOARD FOR SM VALIDATOR	\$ 33.08
WR2000	CABLE, CPXL DAUGHTER BOARD TO VALIDATOR	\$ 54.99
WR2100	CABLE, CPXL POWER FOR VALIDATOR	\$ 34.24
WR2200	CABLE, CPXL DOUBLE COLLECTION	\$ 35.49

<b>COMPACT XL BILL VALIDATOR SYSTEM</b>		
0401EO848	CXL DAUGHTER BOARD	\$ 450.08
CST500MP1L	104XL MSM NON-MODIFIED CASSETTE, 500 COUNT	\$ 124.85
CST500MP1LM	CXL MSM MODIFIED CASSETTE, 500 COUNT	\$ 124.85
CST600M67P1L	104XL SM VALIDATOR CASSETTE, 600 COUNT	\$ 128.05
MSM3092M	CXL MODIFIED BILL VALIDATOR	\$ 644.57
SM2021	104XL BILL VALIDATOR	\$ 644.57
<b>CPXL BILL VALIDATOR SYSTEM</b>		
0401EO850	CPXL DAUGHTER BOARD	\$ 696.29
24CBAXL101	CPXL VALIDATOR MOUNTING FRAME	\$ 431.49
24CBAXL102	CPXL VALIDATOR STOP BAR	\$ 6.08
C24CBD200	CPXL VAULT DOOR	\$ 749.58
24CBXL100	CPXL COIN CANISTER	\$ 648.59
CST1000P1L	CPXL MSM CASSETTE, 1000 COUNT	\$ 181.43
MSM3091	CPXL BILL VALIDATOR	\$ 644.57
<b>PREVENTATIVE MAINTENANCE SUPPLIES</b>		
PM100	LOCK SAVER LUBRICANT ***	\$ 16.67
PM200	SUPER CONTACT CLEANER - SPRAY ***	\$ 18.88
PM201	SUPER CONTACT CLEANER - PEN ***	\$ 25.07
PM300	PRINT HEAD ROLLER CLEANER ***	\$ 12.20
C4CC100B	CARD READER CLEANING PADS (BOX OF 50)	\$ 43.05
C4CC110B	BILL VALIDATOR CLEANING PADS (BOX OF 50)	\$ 43.05
<b>SERVICES</b>		
RE-KEY LOCK SERVICE	CUSTOMER PROVIDES US LOCKS TO RE-KEY	\$ 8.93
ADA UPGRADE	MACHINE RECONFIG TO MEET CURRENT ADA STANDARDS	Call for pricing
3G MODEM UPGRADE	UPGRADE MODEM TO LATEST TECHNOLOGY	Call for pricing
4 LINE DISPLAY UPGRADE	UPGRADE COMPACT 2 LINE TO 4 LINE DISPLAY	Call for pricing

## EXHIBIT A – SCOPE OF SERVICES

### **Cale Web Office**

Cale WebOffice (CWO) is a web-hosted, comprehensive back office for managing Cale meters and meter data. CWO lets you monitor, program and control Cale meters from any of the City's internet connected workstations. CWO gives you the ability to maximize operational efficiency and service, thereby minimizing cost. At the same time, it provides flexible and user-friendly management of parking systems.

Cale WebOffice puts you in control by providing information, reports and statistics directly and securely via a standard internet browser. As the application is web based, a computer with access to the internet is all that is required, and no additional or special software needs to be installed or downloaded. As each user logs in to the system, using their own unique username and password, each member of the parking management team can be assigned with varying appropriate levels of access within the system.

Cale WebOffice's features include a dynamic report building and analysis tool, report filtering, custom roles and read-only access for users, a Google maps interface for meters, enforcement modules for Pay by Plate or Pay by Space, and spaces and customizable dashboard widgets. CWO runs off search engines such as Firefox version 25, Google Chrome version 32 and Internet Explorer.

Cale multi-space parking permit machine parking system can provide, via a single web portal a variety of management reports including the following:

1. Credit card reconciliation (daily, weekly, monthly, annually, and date range specific)
2. Cash collection reports (by date, time, and meter)
3. Revenue summary reports (daily, weekly, monthly, annually, and date range specific)
4. Current coin and bill level
5. Individual transaction report (cash and credit) by meter, lot, zone, or campus wide
6. Machine uptime reports
7. Maintenance reports

The Cale CWO backend system provides all of the above listed reports as well as many others. Custom reports are easily created using the simple guided steps in the software. Cale can also create custom reports for customers.

Some standard included reports are Current Maintenance Action Required, Terminal Out-of-Order, Communications Problems, Maintenance Performed in the last seven days, Cash Collections for the last seven days, Cash-In-Terminals currently, Consumables Status (paper and batteries), Parking Activity (number sold and dollar amount), Ticket Sales Analysis, Transactions by Payment.

Unlimited technical support through our Help Desk by phone 7 days a week at 877 620-2253, email at support@caleamerica.com or online at <http://support.caleamerica.com>.

### **Parts and Service**

Cale America Inc. can directly supply the City of Santa Rosa with our line of parking pay stations and related parts, software and services. Cale America, Inc. is the only supplier of such parking pay stations, related software along with optional upgrades, models and components. There are no third party



EXHIBIT A

distributors that are authorized to supply; meters, related products or upgrade components, software or services in the USA.