City of Stockton

City Council/Successor Agency of the Redevelopment Agency/Public Financing Authority Concurrent Agenda

Meeting Agenda - Final

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent

Anthony Silva, Mayor/Chair
Paul Canepa, Vice Mayor/Vice Chair (District 3)
Elbert H. Holman Jr. (District 1)
Katherine M. Miller (District 2)
Moses Zapien (District 4)
Dyane Burgos Medina (District 5)
Michael D. Tubbs (District 6)

Tuesday, March 4, 2014 **4:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

Closed Session 4:00 | Regular Session 5:30

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 14-0247 **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Number of Cases: Five

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

Name of Case: Preston Pipelines, Inc. v. City of Stockton, et al.
Santa Clara County Superior Court Case No. 113CV252946

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

Department: City Attorney

3.2 14-0248 **CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

Department: City Attorney

4. PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA**

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

12. CONSENT AGENDA

12.1 14-0050 **ORDINANCES AMENDING TITLE 15 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING AND AMENDING VARIOUS SECTIONS OF THE 2013 EDITION OF THE CALIFORNIA CODE OF**

REGULATIONS, TITLE 24 (INCLUDING BUILDING AND FIRE CODES)

RECOMMENDATION

It is recommended that the City Council adopt two ordinances:

1. Amending various sections of Title 15 of the Stockton Municipal Code (SMC), specifically, Chapters 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.40, to incorporate the 2013 Edition of the California Code of Regulations, Title 24, Parts 1 (Building Standard Administrative Code), 2 (Building Code) (vol. 1 & 2), 2.5 (Residential Building Code), 3 (Electrical Code), 4 (Mechanical Code), 5 (Plumbing Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), and 12 (Reference Standards Code), as amended;

2. Repealing all of the existing Chapter 15.12 of the SMC and replacing it with a new Chapter 15.12, adopting the 2013 California Model Fire Code; and

Note: Clean copies of each proposed Ordinance to be adopted are attached as are the redline versions which highlight the proposed amendments (Attachments A and B)

Department: Community Development

Attachments: Attachment A - Building Ordinance (Redline Version)

Attachment B - Fire Ordinance (Redline Version)

Proposed Ordinance - Building Code

Proposed Ordinance - Fire Code

12.2 14-0180 **AUTHORIZE THE PURCHASE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES FROM AZTECA INC. AND RJN GROUP FOR MUNICIPAL UTILITIES AND PUBLIC WORKS**

RECOMMENDATION

It is recommended that the City Council approve by motion action authorizing the City Manager to enter into agreements with Azteca Inc. of Sandy, Utah and RJN Group of Wheaton, Illinois for the purchase and implementation of a Computerized Maintenance Management System (CMMS) for the Municipal Utilities and Public Works Departments.

It is further recommended that the City Manager be authorized to take

any and all appropriate actions to carry out the purpose and intent of this motion.

Department: Municipal Utilities

Attachments: Attachment A - RJN Professional Services Contract

Attachment A - Exhibit A - RJN Scope of Services

Attachment A - Exhibit B - RJN Insurance Requirements

Attachment B - RJN AZTECA Cityworks EULA

Attachment C - RJN Proposal

12.3 14-0204 **MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX**

RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing an extension for an additional year of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2015; and authorizing the City Manager take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

Attachments: Attachment A - Oak Park Tennis Complex Amendment

12.4 14-0210 **RENTAL AGREEMENT FOR GOLF CARS WITH YAMAHA MOTOR CORPORATION, USA**

RECOMMENDATION

It is recommended that the City Council authorize by motion Kemper Sports Management, Inc. to execute a two-year rental agreement with YAMAHA Golf-Car Company for one-hundred and five (105) 2009 YAMAHA “The Drive” electric golf cars, for $50 per car, per month, and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

Attachments: Attachment A - Agreement with Yamaha Golf-Car Compnay (Van Buskirk Golf C

Attachment B - Agreement with Yamaha Golf-Car Company (Swenson Golf Cou

12.5 14-0213 **MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT WITH MASSMUTUAL FINANCIAL SERVICES AS THE CITY OF STOCKTON’S 457 AND 401(a) PLAN PROVIDER AND RECORD KEEPER, AND EXTEND THE ADMINISTRATIVE SERVICES AGREEMENTS WITH THE CURRENT PROVIDERS TO ALLOW TRANSITION OF ASSETS AND ACCOUNTS**

RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute an Administrative Services Agreement and all supporting documents with MassMutual Financial Services (MassMutual) as the Plan Provider and Record Keeper for the City of Stockton's Internal Revenue Code (IRC) Section 457 and 401(a) Deferred Compensation Plans effective April 1, 2014, with an initial term of five (5) years, and allow the City the right to extend the Administrative Services Agreement(s) for up to two (2) additional one-year periods. It is further recommended that the City Council authorize by motion the City Manager to amend the existing Administrative Services Agreements with MassMutual and the International City/County Management Association-Retirement Corporation (ICMA-RC) for a period of up to 120 days to provide time to transition the ICMA-RC assets and accounts and finalize MassMutual's new Administrative Services Agreement and programs.

Department: Human Resources

Attachments: Attachment A - Amendement to the ASA MassMutual

Attachment B - Amendement to the ASA ICMA-RC

Attachment C - MassMutual Draft ASA

12.6 14-0214 **PURCHASE OF ONE TRAILER-MOUNTED PORTABLE GENERATOR (PUR 13-053)**

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the replacement purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA in the amount of $70,571.42.

Department: Public Works

Attachments: Attachment A - Purchase of One Trailer-Mounted Portable Generator (PUR 13-0

Attachment B - Purchase of One Trailer-Mounted Portable Generator (PUR 13-0

12.7 14-0246 **ADDENDUM TO AGREEMENT WITH HINDERLITER deLAMAS ASSOCIATES (HdL) FOR AUDIT AND INFORMATION SERVICES RELATING TO THE 3/4-CENT GENERAL TRANSACTION AND USE TAX (MEASURE A) AND DESIGNATION OF CITY REPRESENTATIVES TO EXAMINETAX RECORDS MAINTAINED BY THE STATE BOARD OF EQUALIZATION**

RECOMMENDATION

It is recommended that Council adopt a resolution authorizing the City Manager to execute an addendum to the already existing agreement with Hinderliter, deLamas and Associates (HdL), in the amount of $1,200, for tax audit and information services related to the ¾-cent general transactions and use tax (Measure A) approved by the voters on November 5, 2013. As additional compensation for the transaction tax information services provided pursuant to this agreement, HdL will also receive a contingent fee of 25 percent (25%) of any additional transaction and use tax revenue recovered for the City as a result of HdL's Measure A audit and follow-up activities.

It is also recommended that Council adopt a resolution appointing the City Manager, or his designee, to represent the City with authority to examine transactions and use tax records, and further designating HdL as the City's consultant representative with authority to examine transactions and use tax records, receive allocation and/or registration information, and identify uses of that data for specific governmental functions of the City.

Department: Administrative Services

Attachments: Attachment A - HdL Agreement

Proposed Resolution - HDL Agreement

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

15.1 14-0258 APPOINTMENT TO THE STOCKTON PORT COMMISSION

RECOMMENDATION

Adopt a resolution to appoint one Commissioner to fill the vacancy on the Stockton Port Commission for a term commencing immediately upon appointment and ending December 31, 2017.

Department: City Clerk

Attachments: ATTACHMENT A - Press Release and Vacancy Notice
ATTACHMENT B - Sylvester Aguilar Application (Redacted)
ATTACHMENT C - Gene Bigler Application (Redacted)
ATTACHMENT D - Carl Eck Application (Redacted)
ATTACHMENT E - Richard Rogers Application (Redacted)
ATTACHMENT F - Sam Toccoli Application (Redacted)
ATTACHMENT G - Ralph White Application (Redacted)
ATTACHMENT H - Dwight Williams Application (Redacted)
ATTACHMENT I - Gene Bigler additional information
Proposed Resolution - Stockton Port Commission Appointment

15.2 14-0279 **DECLARING MARCH COVER STOCKTON MONTH**

RECOMMENDATION

It is recommended that the Council adopt a Resolution declaring March as Cover Stockton Month.

Department: City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent

Attachments: Proposed Resolution - March as Covered Stockton Month

16. HEARINGS***

16.1 14-0173 **PUBLIC HEARING: APPROVE THE ADOPTION OF A NEW COMBINED COMMERCIAL FOOD SERVICE ESTABLISHMENT AND WATER QUALITY CONTROL INSPECTION FEE**

RECOMMENDATION

This public hearing is to consider public comment and testimony regarding the approval of a resolution amending the Fiscal Year 2013-2014 Schedule of Fees by adding a new Commercial Food Service and Water Quality Control combined inspection fee.

The new inspection fee will reimburse the City for staff time and associated costs of conducting the annual inspection and will reduce costs by $78 per inspection for commercial food service establishments through consolidating and reducing the total number of required annual inspections.

At the conclusion of the public hearing, it is recommended that the City Council adopt a resolution and approving an amendment to the 2013-2014 Schedule of Fees by adding a Commercial Food Service Establishment Water Quality Control Inspection Fee.

Department: Municipal Utilities

Attachments: Attachment A - AMENDMENT TO 2013-2014 FEE SCHEDULE

Proposed Resolution - Food Service Establishment Fee

17. COUNCIL COMMENTS

18. ADJOURNMENT

INFORMATIONAL ITEMS

1 14-0169 **ANNUAL FILING PERIOD FOR STATEMENTS OF ECONOMIC INTEREST - FORM 700**

NOTIFICATION

This item is to serve as notification to department staff, board and commission members, and elected and appointed officials, of the filing requirement and approaching deadline for the annual Statement of Economic Interest Statement (Form 700) filing. Completed statements are required to be filed with the Office of the City Clerk by April 1, 2014, as set by the Fair Political Practices Commission. The reporting period covered is January 1, 2013 through December 31, 2013.

Department: City Clerk

**Citizens may comment on any subject within the jurisdiction of the City Council/ Successor Agency to the Redevelopment Agency, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

All proceedings before the City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority are conducted in English. The City of Stockton does not furnish interpreters and, if one is needed, it shall be the responsibility of the person needing one. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meetings of the City Council/ Successor Agency to the Redevelopment Agency/Public Financing Authority, please contact the Office of the City Clerk at (209) 937-8459 at least 48 hours prior to the meeting to enable the City/Agency to make reasonable arrangements to ensure accessibility.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

12.1 14-0050 ORDINANCES AMENDING TITLE 15 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING AND AMENDING VARIOUS SECTIONS OF THE 2013 EDITION OF THE CALIFORNIA CODE OF

REGULATIONS, TITLE 24 (INCLUDING BUILDING AND FIRE CODES)

RECOMMENDATION

It is recommended that the City Council adopt two ordinances:

1. Amending various sections of Title 15 of the Stockton Municipal Code (SMC), specifically, Chapters 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.40, to incorporate the 2013 Edition of the California Code of Regulations, Title 24, Parts 1 (Building Standard Administrative Code), 2 (Building Code) (vol. 1 & 2), 2.5 (Residential Building Code), 3 (Electrical Code), 4 (Mechanical Code), 5 (Plumbing Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), and 12 (Reference Standards Code), as amended;

2. Repealing all of the existing Chapter 15.12 of the SMC and replacing it with a new Chapter 15.12, adopting the 2013 California Model Fire Code; and

Note: Clean copies of each proposed Ordinance to be adopted are attached as are the redline versions which highlight the proposed amendments (Attachments A and B)

Department: Community Development

City of Stockton

Legislation Details (With Text)

File #:	14-0050 Version: 1		
Type:	Consent	Status:	Agenda Ready
File created:	1/8/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	

Title: ORDINANCES AMENDING TITLE 15 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING AND AMENDING VARIOUS SECTIONS OF THE 2013 EDITION OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 (INCLUDING BUILDING AND FIRE CODES)

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Sponsors:

Indexes:

Code sections:

Attachments: Attachment A - Building Ordinance (Redline Version)
Attachment B - Fire Ordinance (Redline Version)
Proposed Ordinance - Building Code
Proposed Ordinance - Fire Code

Date	Ver.	Action By	Action	Result

ORDINANCES AMENDING TITLE 15 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING AND AMENDING VARIOUS SECTIONS OF THE 2013 EDITION OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 (INCLUDING BUILDING AND FIRE CODES)

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of the California Code of Regulations, Title 24, Parts 1 (Building Standard Administrative Code), 2 (Building Code) (vol. 1 & 2), 2.5 (Residential Building Code), 3 (Electrical Code), 4 (Mechanical Code), 5 (Plumbing Code), 8 (Historical Building Code), 9 (Fire Code), 10 (Existing Building Code), and 12 (Reference Standards Code), as amended;

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Note: Clean copies of each proposed Ordinance to be adopted are attached as are the redline versions which highlight the proposed amendments (Attachments A and B)

Summary

In accordance with the California Building Standards Commission, local jurisdictions are mandated to adopt and enforce the most recent model building and fire codes, effective January 1, 2014. The building and fire codes are modified every three years. City staff received and reviewed the final model code books in November 2013 and developed the proposed local code amendments beginning in November 2013, which resulted in the delayed transmittal of the proposed local amendments for City Council adoption. It is recommended that the Council adopt and incorporate the latest version of the California Model Building and Fire Codes (California Code of Regulations, 2013 Edition), as amended, into Title 15 of the Stockton Municipal Code.

DISCUSSION

Background

The California Building Standards Commission promulgates, amends, and publishes new editions of the various model codes reflecting changing technology and products in the construction industry. Additionally, State legislation mandates that local jurisdictions enforce the same construction regulations upon the effective date (January 1, 2014) of those adopted by the State. When the model construction codes are amended and/or the State adopts/amends their codes, local jurisdictions must review, and if appropriate, amend their municipal codes reflecting these changes within six months following the effective date of the amended State model codes. The amendments to the State-adopted codes became effective January 1, 2014, irrespective of any local amendments to municipal codes related to enforcement of the State codes.

The California Health & Safety Code requires that all local jurisdictions enforce and adopt the State model codes in accordance with the requirements of the California Building Standards Commission. Local jurisdictions can make amendments to the codes that are more restrictive, but not less restrictive than the model codes based on topographic, geological, and climatic conditions. The codes are modified every three years. Accordingly, it is recommended that the City Council adopt local code amendments to facilitate the implementation of the State codes.

The proposed amendments to the Stockton Municipal Code (SMC) are primarily procedural and renumbering, A summary of the proposed substantive and non-substantive amendments to the SMC are provided on the following pages:

Attachment A

California Building Code- Public Buildings

- Adopt the California Building Code, including Appendices F (Rodent Proofing), G (Flood Resistant Construction), H (Signs), I (Patio Covers), J (Grading),G (Swimming Pools, Spas, & Hot Tubs), H (Patio Covers), J (Existing Building and Structures), and K (Sound Transmission), with amendments.

- Amendments are being made to update references and dates. The Stockton Municipal Code (SMC), Title 15 is, in its entirety, an amendment to the California Code of Regulations, Title 24 (State Code). With the adoption of the new State Code the reference dates and code section references in the SMC need to be amended to conform to the new State Code.

California Residential Code (Part 2.5) / SMC Title 15, Chapter 15.10

- Adopt the California Residential Code with Appendices G (Swimming Pools, Spas, & Hot Tubs), H (Patio Covers), J (Existing Buildings and Structures), and K (Sound Transmission).

California Building Code, Vol. 1 & 2

- Adopt the California Building Code with Appendices F (Rodent Proofing), G (Flood Resistant Construction), H (Signs), I (Patio Covers), J (Grading), K (Group R-3 and Group R.3.1 Occupancies Protected by the Facilities of the Central Valley Flood Protection Plan).

California Plumbing Code (Part 5) / SMC Title 15, Section 15.16.010 and 15.16.020

- Adopt the 2013 Edition of the California Plumbing Code with no local changes.

California Mechanical Code (Part 4) / SMC Title 15, Section 15.20.010

- Adopt the 2013 Edition of the California Mechanical Code with no local changes.

California Electrical Code (Part 3) / SMC Title 15, Sections 15.36.010 and 15.36.020

- Adopt the 2013 Edition of the California Electrical Code, as previously amended, to meet fire prevention requirements. The amendments to the base code are to align the State Electrical Code with the requirements identified in the California Fire Code amendments.

Attachment B

California Fire Code (Part 9) / SMC Title 15, Chapter 15.12

The City is adopting the 2013 Edition of the California Fire Code with no local changes.

The City previously adopted the State's Green Building Code, with modifications, to meet requirements of the Settlement Agreement with the State Attorney General's Office and the Sierra Club. (City Council Ordinance No. 010-10 - C.S.- Green Building Standards) effective August 26,

2010, and, therefore, is not included in these amendments.

By order of the California State Legislature, the California Building Standards Commission is required to adopt, amend, and repeal regulations in the California Code of Regulations, Title 24, also referred to as the California Building Standards Code. The California Legislature delegates, through the California Building Standards Commission, to various state agencies, boards, commission and departments, the responsibility to create building regulations to implement the State's statutes. Agencies contributing to collaborative efforts to develop the California Building Standards Code consist of: the Department of Housing and Community Development, the Division of the State Architect, the Office of the State Fire Marshal, the Office of Statewide Health Planning and Development, the California Energy Commission and the Commission's Code Advisory Committee's.

The California Building Standards Code is modeled after the International Building Code developed by the International Code Council, with amendments made by the California Building Standards Commission. These codes are triennially adopted. The adoption process goes through extensive hearings with input by all parties, public and private, that have any concerns with the built environment. Those hearings are conducted during the development of the International Code and again at the State level. Accordingly, representatives of the building trades, developers, architects, engineers, and the general public have had opportunities to review and provide input to the California Building Standards Commission prior to their adoption of the 2013 Edition of the California Building Standards in the California Code of Regulations, Title 24, which is adopted by the State Legislature

Present Situation

The City is required by the California Building Standards Commission to adopt and enforce the most recent model building and fire codes, effective January 1, 2014. City staff received and reviewed the final model code books in November 2013 and have developed the proposed local code amendments. Adoption of the two proposed ordinances will bring the City into compliance with this requirement.

The State's construction and fire codes can be amended by local enforcement jurisdictions to mitigate climatic, topographical, and geological conditions that are unique to the local jurisdiction, such as the expansive clay and organic soils found within the City of Stockton. While the local jurisdictions is mandated to enforce the latest State Construction and Fire Codes when they become effective statewide, local amendments may be deemed unenforceable unless the local jurisdiction has amended the latest editions of the State Codes and adopted these codes at the local level.

The purpose and effect of the new State-mandated Building and Fire codes is intended to improve public health and safety, but some of these provisions will also increase the cost for many types of construction. However, it should be noted that these State requirements are currently in effect statewide and, therefore, will not place Stockton at a competitive disadvantage.

It is recommended that the Council adopt two ordinances incorporating and amending the latest version of the California Model Building and Fire Codes (2013 Editions of the California Code of Regulations), as amended, into Title 15 of the Stockton Municipal Code as specified in Attachments A and B. The California Codes are revised through the California Building Standards Commission and are mandated for local adoption, effective January 1, 2014. The California Building Codes and the California Fire Code are also referenced in California Health and Safety Code, Section 17922. The Codes consist of the International Building Code, the Housing Code, the International Plumbing

Code, the International Mechanical Code, the International Electrical Code, and California Existing Building Code (all with State amendments).

FINANCIAL SUMMARY

Funds to purchase the necessary code books were approved in the 2013-14 Annual Budget in Account Nos. 048-1830-530 (Development Services Building Division) in the amount of $10,000 and 048-2631-530 (Development Services Fire Prevention Division) in the amount of $859. Funds to pay for necessary training classes were approved in the 2013-14 Annual Budget in Account No. 048-1830-530 (Development Services Building Division); to date training classes cost $1,600. There is no other financial impact on City departments.

Attachment A - Building Ordinance (Redline Version)
Attachment B - Fire Ordinance (Redline Version)

ORDINANCE NO. _____

ORDINANCE AMENDING TITLE 15, CHAPTERS, CHAPTERS 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.7240, 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, 15.40, AND 15.60 AND ADDING CHAPTER 15.10 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING THE 2010 2013 EDITION OF CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCLUDING APPLICABLE APPENDICES (CALIFORNIA MODEL BUILDING CODE).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds that the building standards, rules, and regulations established in Title 24 of the 2010 2013 Edition of the California Code of Regulations, including applicable appendices, shall be adopted and incorporated by reference into the Stockton Municipal Code, Title 15, Chapters 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.7240, Chapters 15.04,15.08, 15.10, 15.16, 15.20, 15.36, 15.40, and 15.60.

The City Council finds that the location of Stockton within an area of expansive clay soils, the proximity of the City to the San Joaquin River Delta system, and the extreme hot summer temperatures with very low humidity, seasonal winds of high velocities, extreme seasonal visibility reduction due to thick fog, and the current pattern of development in relation to the location of emergency services require the following amendments, additions, and deletions to the standards, rules, and regulations to mitigate unique local climatic, geological, and topographical conditions and impose substantially the same requirements as contained in the 2010 2013 Edition of the California Code of Regulations, Title 24, including applicable appendices.

The City Council further finds those existing provisions of Title 15 of the Stockton Municipal Code which are not hereby adopted, amended, or repealed are amendments, additions, or deletions to the standards, rules, and regulations of the Uniform Model Codes which are necessary to mitigate the above-noted unique local conditions and continue to impose substantially the same requirements of the 2010 2013 Edition of the California Code of Regulations, Title 24, including applicable appendices.

SECTION II. AMENDMENT OF CODE

The below notedfollowing sections of Title 15, Chapters 15.04 and 15.08 of the Stockton Municipal Code are hereby amended to read as follows:

Chapter 15.04 Administrative Provisions for Construction Codes

Sections

15.04.040	Application to existing buildings
15.04.070	Alternate materials and methods of construction
15.04.090	Tests
15.04.110	Authority
15.04.120	Powers and duties of Building Official
15.04.160	Organization and membership
15.04.170	Powers and duties
15.04.200	Handicapped Access Board of Appeals
15.04.210	Definitions
15.04.250	Permits
15.04.260	Application for permit
15.04.270	Permit issuance
15.04.280	Fees
15.04.310	Inspections
15.04.320	Special Inspections
15.04.330	Certificate of occupancy

~~**Chapter 15.08 Building Code**~~
~~Sections~~
~~15.08.010 Adoption of California Building Code~~
~~15.08.020 Effect of code provisions~~

~~**Chapter 15.10 Residential Code**~~
~~Sections~~
~~15.10.010 Adoption of California Residential Code~~
~~15.10.020 Purpose~~

~~**Chapter 15.16 Plumbing Code**~~
~~Sections~~
~~15.16.010 Adoption of California Plumbing Code~~
~~15.16.020 Amendments~~

~~**Chapter 15.20 Mechanical Code**~~
~~Sections~~
~~15.20.010 Adoption of California Mechanical Code~~

~~**Chapter 15.36 Electrical Code**~~
~~Sections~~
~~15.36.010 Adoption of California Electrical Code~~
~~15.36.020 Effect of code provisions~~

~~**Chapter 15.40 Existing Building Code**~~
~~Sections~~
~~15.40.010 Adoption of California Existing Building Code~~

~~**Chapter 15.60 Building Numbers**~~
~~Sections~~
~~15.60.010 Building numbers required~~

~~TITLE 15 BUILDINGS AND CONSTRUCTION~~

~~Chapter 15.04~~
~~ADMINISTRATIVE PROVISIONS FOR CONSTRUCTION CODES~~

~~Article I. Title and Scope~~

~~15.04.040 Application to existing buildings.~~

~~E. Historic Buildings. Repairs, alterations, and additions necessary for the preservation, restoration, rehabilitation, or continued use of a building, structure, or its building service equipment or private parking lots may be made with conformance to the alternative building regulations as set forth in the State Historical Building Code, Title 24, Part 8 as adopted, amended, and repealed in Title 24 of the California Administrative Code when authorized by the Building Official, provided:~~

~~1. The building structure or private parking lot has been designated by official action of the legally constituted authority of this jurisdiction as having special historical or architectural significance.~~

~~2. Any unsafe conditions as described in this code are corrected.~~

~~3. The restored building or structure and its building service equipment or private parking lot will be no more hazardous based on life safety, fire safety, and sanitation than the existing building. (Prior code § 13-104)~~

15.04.070 Alternate materials and methods of construction.

Section 104.11, Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read:

The provisions of the adopted administrative provisions and model codes are not intended to prevent the use of any material or method of construction not specifically prescribed by the adopted model codes, provided any such alternate has been approved by the Building Official.

The Building Official, as provided in Section 15.04.110, may approve any such alternate provided he finds that the proposed design is satisfactory and complies with the provisions of the model codes and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the model codes in quality, strength, effectiveness, fire resistance, durability, safety, and sanitation.

The Building Official, as provided in Section 15.04.110, shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. (Prior code § 13-107)

15.04.090 Tests.

Section 104.11.2 Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read:

Whenever there is insufficient evidence of compliance with the provisions of the adopted model codes or evidence that any materials or any construction does not conform to the requirements of the adopted model codes, or in order to substantiate claims for alternate materials or methods of construction, the Building Official, as provided in Section 15.04.110, may require tests as proof of compliance to be made at the expense of the owner or his agent by an approved agency.

Test methods shall be as specified by the adopted model codes for the material in question. If there are no appropriate test methods specified in the adopted model codes, the Building Official shall determine the test procedures.

All tests shall be made by an agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records. (Prior code§ 13·108)

~~Article II. Organization and Enforcement~~

~~15.04.110 Authority.~~

~~A. General. Whenever the term or title "Administrative Authority," "Responsible Official," "Building Official," "Chief Inspector," "Director," or "Code Enforcement Officer" is used herein or in any of the model codes contained in this title, it shall be construed to mean the Director, Community Development Department or the Deputy Director, Building and Safety Division or any duly delegated representative.~~

~~B. Creation of Building and Safety Division. There is hereby created in the Department of Community Development, hereafter referred to as the "Department" which shall be under the direction of the Director of Community Development, a Building and Safety Division which shall consist of a Deputy Director, Building and Safety Division, and such inspectors, plans examiners, and other employees as the Council may, by ordinance or resolution, direct. (Prior code § 13-201)~~

~~15.04.120 Powers and duties of Building Official.~~

~~B. Deputies. In accordance with the prescribed procedure and with the approval of the chief appointing authority, the Building Official may appoint such number of officers, inspectors, assistants, and other employees as shall be authorized from time to time. He or she may deputize such employees as may be necessary, to carry out the function of the Building and Safety Division.~~

~~15.04.160 Organization and membership~~~~.~~

~~A. The Building Board of Appeals shall be comprised of seven (7) members appointed by the Mayor with the advice and consent of the City Council. The Deputy Director of the Community Development~~

~~Department/Building and Safety Division shall serve as ex officio secretary of the Board but shall not vote.~~

~~1. One member shall be a general building contractor;~~

~~2. One member shall be a plumbing contractor;~~

~~3. One member shall be an electrical contractor;~~

~~4. One member shall be a mechanical contractor;~~

~~5. One member shall be an engineer or architect;~~

~~6. One member shall be selected from the lay community; and~~

~~7. One member shall be a fire protection engineer or fire protection contractor with at least ten years of experience which shall have been in responsible charge of work.~~

~~**15.04.170 Powers and duties**.~~

~~The Board's function is:~~

~~A. To hear appeals of decisions made by the Building Official relative to the denials of requests to use alternative methods and materials and from aggrieved parties relative to the application of the California Code of Regulations, Title 24, and related regulations of the City.~~

~~Notwithstanding any other provisions of this code, the Board, whenever there are practical difficulties involved in carrying out the provisions of the above-mentioned model codes or related regulations of the City, may grant modifications for individual cases, provided it shall first find that a special individual reason makes compliance with the strict letter of these codes and regulations impractical and that the modification is in conformity with their intent and purpose.~~

~~B. Conduct of Appeals.~~

~~1. The Board shall exercise its powers in such a manner that substantial justice is done most nearly in accord with the intent and purpose of this code, the California Code of Regulations, Title 24, and related regulations of the City of Stockton to provide relief where possible to aggrieved parties which is consistent with the security of the public welfare.~~

~~**Article III. Handicapped Access Board of Appeals**~~

~~**15.04.200 Handicapped Access Board of Appeals.**~~

~~**15.04.210 Definitions.**~~

~~For purposes of this article, the following words and phrases are defined:~~

~~"Board" means the Handicapped Access Board of Appeals.~~

~~"Building Official" means the Director of Community Development, or the Deputy Director in charge of the Building and Safety Division, or a duly authorized representative.~~

~~"Member" means a member of the Handicapped Access Board of Appeals. (Prior code§ 13-211)~~

Article IV. Permits, Inspections, and Fees

15.04.250 Permits.

Section 105.1 Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read.

Permits Required. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, any boathouse, nonregistered houseboat, wharf, boat dock, or other water-related structure or make any installation, alteration, repair, replacement, or remodel of any equipment, system, or private parking lot regulated by the adopted administrative provisions and model codes, without first obtaining a permit for each building, structure, equipment, system, or private parking lot from the Building Official. (Ord. 026-07 C.S. § 3; prior code§ 13-301)

15.04.260 Application for permit.

Section 106.1, Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read.

Information on Plans and Specifications: Plans and specifications shall be drawn to scale upon substantial paper or cloth eighteen inches by twenty-four inches (18" by 24") minimum dimensions and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of these codes and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the street address of the work and the name and address of the owner and person who prepared them. Plans for buildings and structures shall include a plot plan showing the location of the proposed building and of every existing building on the property. In lieu of detailed specifications, the Building Official may approve references on the plans to a specific section or part of these codes or other ordinances or laws.

Computations, stress diagrams, and other data sufficient to show the correctness of the plans shall be submitted when required by the Building Official. Plans for buildings more than two (2) stories in height of other than Group R, Division 3 and Group U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical, mechanical, plumbing and communications conduits, pipes, and similar systems.

In addition to the foregoing, plans and specifications for equipment or systems shall show the following:

1. Layout for each floor and systems or parking lot;
2. Location for all equipment;
3. Sizing and capacities of systems; and
4. Types of materials used.

(Ord. 026-07 C.S. § 3; prior code § 13-302)

15.04.270 Permit issuance.

Sections 107.3, 107.3.1, 107.3.3, and 107.4 Chapter 1, of the California Building Code, ~~2010~~ 2013 Edition, are hereby amended to read.

A. Procedure for Issuance.

1. Review of Plans: The application, plans, specifications, computations, and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of the City of Stockton and other enforcement agencies to verify compliance with the applicable laws under their jurisdiction. If the Building Official is satisfied that the work described in the application for a permit and the plans, specifications, and other data filed therewith conform to the requirements of these codes and other pertinent laws, ordinances, and resolutions, and that the fees specified in Section 15.04.280 and Title 16 et seq., and accompanying resolutions have been paid, a permit shall be issued to the applicant.

2. Endorsement; Modification of Approved Plans: When a permit for which plans are required is issued, the Building Official shall endorse in writing or stamp on two sets of plans and specifications "Approved." Such approved plans and specifications shall not be changed, modified, or altered without prior written authorization from the Building Official, and all work regulated by these codes shall be done in accordance with the approved plans.

3. Permits for Partial Construction: The Building Official may issue a permit for the construction of part of a building, structure, or system before the entire plans and specifications for the whole building, structure, or system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of these codes. The holder of such permit shall proceed at their own risk without assurance that the permit for the entire building, structure, equipment, or system will be granted.

B. Denial of Permit: A permit shall not be issued for work on property within an area which has been determined by the Building Official to be unsafe for such work, and because of the hazard there is no way in which the structure can be erected on such land so that it will be safe.

C. Retention of Construction Documents: One set of approved plans, specifications, and computations shall be retained by the Building Official for a period of time set forth in State and local statutes, and one set of plans and specifications shall be returned to the applicant and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

D. Expiration of Permit.

1. Every permit issued by the Building Official under the provisions of these codes shall expire by limitation and become null and void in the following circumstances:

a. If the building or work authorized by such permit is not commenced and at least one inspection recorded on the permit within one hundred eighty (180) days from the date of issuance of such permit or;

b. If the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Work shall be deemed abandoned or suspended if one hundred eighty (180) days has expired between inspections recorded on the permit.

2. Before such work can be recommended a new permit shall be first obtained to do so, and the fee therefore shall be one-third (1/3) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded three (3) years.

3. Any permittee holding an unexpired permit may apply for an extension of the time within which work may be commenced under that permit when the permittee is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. The Building Official is authorized to grant, in writing, one or more extensions of time, for a period of not more than one hundred eighty (180) days each. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

E. Notwithstanding any other provisions of this Code to the contrary, in the event, after issuance of a Building Permit, the Building Official finds that work has been suspended or not prosecuted diligently during the one hundred eighty (180) day validity period, then upon recommendation to the Building Board of Appeals and upon majority vote of the Building Board of Appeals, the Board may terminate the permit, add conditions to said permit, including the requirement of a faithful performance bond guaranteeing completion of the structure within a reasonable time as specified by the Board if the permit is renewed or extended, or impose other penalties and sanctions as it may deem appropriate. A copy of the Building Official's recommendation shall be sent to the holder of the building permit at the same time that said recommendation is sent to the Building Board of Appeals.

Any action taken by the Building Board of Appeals as herein provided shall be taken only after a public hearing, in accordance with the procedures set forth in Title 15 of the Stockton Municipal Code. At least ten (10) days' written notice shall be given to the holder of the Building Permit prior to the date set for public hearing. (Ord. 026-07 C.S. § 3; prior code § 13-303)

15.04.280 Fees.

Section 109 Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read.

A. Establishment of Fees: Permit fees shall be established from time to time by resolution of the Council of the City of Stockton.

B. Determination of Value:

The applicant for a permit shall provide an estimated permit value at time of application. The value to be used in computing the building permit and building plan review fees shall be the total of all construction work for which the permit is being issued, as well as finish work, painting, roofing, electrical, plumbing, gas, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment and systems. Value for donated and/or discounted materials and labor shall be established at typical market value and rates. The permit shall include additional valuation for work on the project site such as lighting, sewer, water service, and other items requiring inspection. In no case shall the valuation for new construction or additions be less than determined by the International Code Council based cost tables. When permitted work includes an alteration to an existing structure, or includes work outside of the standard calculated fee areas determined by the International Code Council based square footage cost tables, the applicant shall provide actual/contracted project costs to establish the additional non-calculated valuation of the total permitted project. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

C. Work Without a Permit-Investigation Fee: Where work for which a permit is required is started or proceeded prior to obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee shall be collected at the time the permit is issued. The investigation fee shall total twice the amount of the permit fee. The investigation fee shall be in addition to the permit fee.

The payment of the investigation fee shall not relieve any person from fully complying with the requirements of this Code in the execution of the work or from any other penalties prescribed by law.

D. Investigation Fee-Appeal: Any person required to pay an investigation fee under subsection C above, may appeal the imposition of such investigation fee to the Board of Appeals. Such appeal shall be filed according to the rules and regulations of the Board of Appeals.

Whenever the Board of Appeals finds that there is a reasonable excuse for the failure to obtain a building permit, the Board of Appeals may reduce the amount of the investigation fee to one-ninth (1/9) of the amount of the investigation fee as set forth in subsection C above.

In determining whether there is a reasonable excuse for the failure to obtain a permit, the Board of Appeals may consider such factors as unfamiliarity with the Code or demonstrable negligence on the part of an employee.

E. Record Fees Collected: The Director shall keep a permanent, accurate account of all fees collected and give the name of each of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

F. Plan Review Fees: When a plan or other data is required to be submitted, a plan review fee shall be paid. Said plan review fee shall be collected either at the time of submitting plans and specifications or at the time of issuance of the permit, at the discretion of the Building Official. Said plan review fees for buildings or structures shall be those established by resolution of the Council of the City of Stockton.

The plan review fees specified in this subsection are separate fees from the permit fees specified in subsection A of this section and are in addition to the permit fees.

The plan review fees for electrical, mechanical, and plumbing work shall be charged at the rate established by resolution of the Council of the City of Stockton.

Where plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate established by resolution of the Council of the City of Stockton.

G. Combination Permit: Combination permits are required for any project for which there is more than one trade involved in the construction of a project, including building, mechanical, plumbing, and/or electrical.

H. Expiration of Plan Review: Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding ninety (90) days upon request by the applicant allowing that circumstances beyond the control of the applicant have prevented action from being taken. The Building Official is authorized to grant one or more extensions of time for additional periods not exceeding ninety (90) days each. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

I. Fee Refunds:

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The plan review fee shall be retained.

3. The Building Official may authorize the refunding of not more than eighty percent (80o/o} of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 026-07 C.S. § 3; prior code§ 13-304)

15.04.310 Inspections.

Section 110 Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition is hereby amended to read.

A. General. All construction or work for which a permit is required shall be subject to inspection by the Building Official and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall be subject to continuous inspections as specified in Section 15.04.320.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these Codes or of other ordinances of the City of Stockton. Inspections purporting to waive or authorize violation of any provisions of these Codes or of other ordinances of the City of Stockton shall be void.

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Building Official nor the City of Stockton shall be liable for any expense entailed in the removal or replacement of any material required to allow inspection.

A survey of the lot may be required by the Building Official to verify that the structure is located in accordance with the approved plans.

B. Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least twenty-four (24) hours before such inspection is scheduled. Such request may be in writing or by telephone at the option of the Building Official.

It shall be the duty of the person requesting any inspection required by these Codes to provide access to and means for proper inspection of such work.

C. Inspection Record Card. Work requiring a building permit shall not be commenced until the permit holder or their agent shall have posted an inspection record card in a conspicuous place on the front premises and in such a position as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained in such position by the permit holder until final approval has been issued by the Building Official.

D. Approvals Required; Conformity with Approved Plans. No work shall be done on any part of the building, structure, or private parking lot beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate that portion of the construction is satisfactory as completed or shall notify the permit holder or their agent wherein the same fails to comply with these Codes and the approved plans, specifications, and permit conditions. Any portions which do not comply shall be corrected and such portions shall not be covered or concealed until authorized by the Building Official. Such written approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated by each of the inspections required in subsection E, below.

There shall be a final inspection and approval of all buildings and building service equipment when completed and ready for occupancy.

E. Required Inspections. Reinforcing steel or structural framework of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the Building Official.

The Building Official shall make the following inspections upon notification by the permit holder or their agent providing all other requirements of this section have been met. The Building Official shall either approve that portion of the construction as completed or shall notify the permit holder or their agent wherein the same fails to comply with these Codes, the approved plans and specifications, or other permit conditions.

1. Foundation Inspection: To be made after trenches are excavated and forms erected and when all materials for the foundation are delivered on the job. Where concrete from a central mixing plant (commonly termed "transit mixed") is to be used, materials need not be on the job.

2. Concrete Slab or Underfloor Inspection: To be made after all in-slab or underfloor building service equipment, conduit, piping accessories, and other auxiliary equipment items are in place, inspected, and approved but before any concrete is poured or floor sheathing installed, including the subfloor.

3. Frame Inspection: To be made after the roof, all framing, fire blocking, and bracing are in place and all pipes, chimneys, and vents are complete and rough electrical, plumbing, heating wires, pipes, and ducts are approved.

4. Insulation Inspection: To be made after all insulation has been installed.

5. Fireplace Inspection: To be made when any masonry fireplace has been constructed to mantel height with reinforcing steel, combustion air openings, and dampers in place.

6. Hollow Concrete Block Masonry: To be made after first block courses are laid up with the first bond beam course steel in place and before bond beam blocks are grouted.

7. Lath and/or Wallboard Inspection: To be made after all lathing and/or wallboard, interior and exterior, is in place but before any plastering is applied or before wallboard joints and fasteners are taped and finished.

8. Final Inspection: To be made after building is complete and ready for occupancy, and public improvements have either been accepted by action of the City Council, or upon application of City Public Works, when the subdivision is otherwise in compliance with all pertinent regulations.

F. Plumbing, Electrical, Mechanical, and Private Parking Lot Inspections.

1. General: All equipment, systems, or private parking lots for which a permit is required under these codes shall be inspected by the Building Official. No portion of any equipment, system, or private parking lot intended to be concealed by any permanent portion of the building or private parking lot shall be concealed until inspected and approved. When the installation of any equipment or system is complete, a second or final inspection shall be made. Equipment or systems regulated by these codes shall not be connected to the fuel or power supply until authorized by the Building Official.

2. Operation of Equipment: The requirements of this section shall not be considered to prohibit the operation of any equipment or systems installed to replace existing equipment or systems serving an occupied portion of the building if a request for inspection of such equipment or system has been filed with the Department not more than forty-eight (48) hours after such replacement work is completed and before any portion of such equipment or system is concealed by any permanent portion of the building.

3. Final Inspection Revoked: A final inspection approval may, upon notice, be revoked by the Building Official if it is found that the equipment or system fails in any respect to comply with the requirements of these codes, plans, or specifications or that the installation is unsafe, dangerous, or a hazard to life or property.

G. Other Inspections. In addition to the called inspections specified above, the Building Official may make or require other inspections of any construction work or of any existing building to ascertain compliance with the provisions of these codes and other laws which are enforced by the Department Building Official.

For the purpose of determining compliance with Section 15.04.040, the Building Official may cause any structure to be inspected.

H. Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This subsection is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of these codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the permit card is not properly posted on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official.

To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for the purpose, and pay the reinspection fee in accordance with Section 15.04.280.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid. (Ord. 026-07 C.S. § 5; prior code § 13-305)

15.04.320 Special inspections.

In addition to the inspections to be made as specified in section 15.04.310, the owner or the engineer or architect acting as the owner's agent shall employ one or more approved special inspectors who shall provide the special inspections noted in Sections 1704, 1706, and 1707 of the 2013 California Building Code.

15.04.330 Certificate of occupancy.

Sections 111 and 111.2 Chapter 1 of the California Building Code, ~~2010~~ 2013 Edition, are hereby amended to read.

A. Change in Occupancy. Changes in the character of use of a building shall not be made except as specified in Section 3408 of the California Building Code.

B. Certificate Issued. After final inspection when it is found that the building or structure complies with the provisions of these codes, the Building Official shall issue a Certificate of Occupancy which shall contain the following.

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure complies with the requirements of these codes for group and division of occupancy as classified.
6. The name of the Building Official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided whether the sprinkler system is required.

C. Posting. The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official. (Ord. 026-07 C.S. § 7; prior code § 13-307)

The following sections of Title 15, Chapter 15.08 of the Stockton Municipal Code are hereby amended to read as follows:

~~**Chapter 15.08 BUILDING CODE**~~

15.08.010 Adoption of California Building Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the Office of the City Clerk, three (3) copies of the California Building Code, ~~2010~~ 2013 Edition including appendices I and J, as published by the California Building Standards Commission and which incorporates by adoption the ~~2009~~ 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code § 14-100)

15.08.020 Effect of code provisions.

The provisions of this chapter are supplementary to the provi~~1~~si~~1~~ons of the California Building Code ~~2013~~ 2013 Edition as adopted in Section 15.08.010. (Prior code § 14-101)

~~**SECTION III. AMENDMENT OF CODE**~~

The following sections of Title 15, Chapter 15.10 of the Stockton Municipal Code is hereby amended~~dded~~ to read as follows:

~~**Chapter 15.10 RESIDENTIAL CODE**~~

15.10.010 Adoption of California Residential Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the Office of the City Clerk, three (3) copies of the California Residential Code, ~~2010~~ 2013 Edition including appendices H and K, as published by the California Building Standards ~~Commission and~~Commission and ~~which incorporates~~which incorporates by adoption the ~~2009~~ 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code § 14-100)

~~**15.10.020 Purpose.**~~

~~The purpose of the Code is to provide minimum standards to safeguard life, limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of material, use, and~~

~~location of all one and two family dwellings, townhouses, and accessory structures as classified in Section 1.1.3 of the Residential Code.~~

15.10.030 Scope.

The ~~2010~~ 2013 California Residential Code, Title 24, Part 2.5 of the California Code of Regulations, a portion of the California Building Standards Code as defined in the California State Health and Safety Code sections 17922 and 18901 et. seq. (hereinafter referred to as the Residential Code), and any rules and regulations promulgated pursuant thereto and as defined in California Health and Safety Code section 18938.3, including Residential Code Appendix H (Patio Covers) and Appendix K (Sound Transmission), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapters 15.04 and 15.08 of the Stockton Municipal Code, all construction, alteration, moving, demolition, repairs, and use of any building or structure within this jurisdiction shall be made in conformance with the Residential Code and any rules and regulations promulgated pursuant thereto.

~~SECTION IV. AMENDMENT OF CODE~~

The ~~below-noted~~following sections of Title 15, Chapter~~s~~ 15.16~~, 15.20, and 15.36~~ of the Stockton Municipal Code, is~~are~~ hereby amended to read as follows:

~~Chapter 15.16 PLUMBING CODE~~

15.16.010 Adoption of California Plumbing Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Plumbing Code, ~~2010~~ 2013 Edition, including all appendices and installation standards adopted by the International Association of Plumbing and Mechanical Officials. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. §10; prior code §14-200)

~~**15.16.020 Amendments**.~~

~~Notwithstanding the prov1s1ons of Section 15.16.010, the Plumbing Code, including Chapter 1 Division II and Appendix K, are amended as follows:~~

~~A. Chapter 1, Division II, Section 103.4 "Fee" is not adopted.~~
~~B. Chapter 1, Division II, Section 218.0 definition "Private Sewage Disposal Systems" is added as follows:~~
~~○ The installation of private sewage disposal is under the jurisdiction of the San Joaquin Environmental Health Department.~~
~~• Section 713.4 is amended as follows:~~
~~○ 713.4 Public Sewer Availability. The public sewer may be considered as not being available when public sewer is not available within 200 feet of the property line.~~
~~• Section D1, Appendix D, "Sizing Storm Water Drainage Systems" is amended as follows:~~
~~○ Section D1, Roof drainage, roof drains, and roofs shall be designed to carry away rainfall at the rate of at least 2 inches of rainfall per hour.~~
~~• The provisions of the Plumbing Code in reference to Food Waste Disposal sections 714.4 and 1014.1.3 shall be amended as per Stockton Municipal Code section 13.40.070.8 - prohibiting the installation of food grinder in a food service establishment.~~

The following sections of Title 15, Chapter 15.20 of the Stockton Municipal Code, is hereby amended to read as follows:

~~Chapter 15.20 MECHANICAL CODE~~

15.20.010 Adoption of California Mechanical Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Mechanical Code, ~~2010~~ 2013 Edition including all appendices jointly published by the International Conference of Building Officials. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 11; prior code§ 14-300)

The following sections of Title 15, Chapter 15.36 of the Stockton Municipal Code, is hereby amended to read as follows:

~~**Chapter 15.36 ELECTRICAL CODE**~~

15.36.010 Adoption of California Electrical Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Electrical Code, ~~2010~~ 2013 Edition, as adopted by the National Fire Protection Association. Said code is hereby incorporated in this code by reference. (Ord. 026·07 C.S. § 14; prior code§ 14·700)

15.36.020 Effect of code provisions.

The provisions of this chapter are supplementary to the provisions of the California Electrical Code, ~~2010~~ 2013 Edition, as adopted in Section 15.36.010. The provisions of this chapter control over the provisions of the California Electrical Code Article 90, to the extent that any conflict or contradiction exists. (Ord. 026·07 C.S. § 14; prior code §14-701)

~~**SECTION V. AMENDMENT OF CODE**~~

Title 15, Chapter 15.40 (California Existing Building Code, Appendix A1) of the Stockton Municipal Code is hereby amended by repealing the entire Chapter and replacing it with a new Chapter 15.40 to read as follows:

~~**Chapter 15.40 EXISTING BUILDING CODE**~~

15.40.010 Adoption of California Existing Building Code.

On ~~November 16, 2010~~January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Existing Building Code, ~~2010~~ 2013 Edition, as published by the California Building Standards Commission and which incorporates by adoption the ~~2009~~ 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code§ 14-100)

~~**SECTION VI. AMENDMENT OF CODE**~~

~~The below-noted~~following ~~section of Title 15, Chapter 15.60 of the Stockton Municipal Code is hereby amended to read as follows:~~

~~**Chapter 15.60 BUILDING NUMBERS**~~

~~**15.60.010 Building numbers required**.~~

~~All entrances from public streets of the City to buildings shall be numbered as hereinafter provided. The number of each and every entrance shall be placed on or immediately above the door or gate closing said entrance or porch fascia or in a place and position so as to be clearly visible from the curb. Each figure or said number shall be four (4) inches high of corresponding width for residential properties. Commercial and Industrial properties shall be a minimum of twelve (12) inches high on the building and six (6) inches high on the suite. The appropriate number of any entrance to any building shall be placed thereon within ten (10) days after the receipt by the owner, occupant, lessee, tenant, or subtenant of such building, of a notice from the Community Development Director of the number or numbers designated for such building; and all numbers other than the number provided for herein for the respective entrances shall be removed from every building by the owners, occupants, lessees, tenants, or subtenants thereof within ten (10) days from the service of said notice designating the appropriate numbers to be placed thereon. It shall be the duty of the Community Development Director to designate the respective numbers for buildings fronting on streets heretofore laid out or hereafter to be laid out or extended. (Prior code § 14-950)~~

SECTION ~~VIII~~III. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid,

that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION IV~~III~~. EFFECTIVE DATE.

This ordinance shall take affect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
ANTHONY SILVA,
Mayor of the City of Stockton

ATTEST:

_____
~~KATHERINE GONG MEISSNER~~BONNIE PAIGE,
City Clerk of the City of Stockton

ORDINANCE NO. _____

ORDINANCE AMENDING TITLE 15, CHAPTER 15.12 OF THE STOCKTON MUNICIPAL CODE BY REPEALING AND REPLACING THE ENTIRE CHAPTER ~~BY~~ AND INCORPORATING ~~APPLICAPLE~~ APPLICABLE PROVISIONS OF THE ~~2010~~ 2013 CALIFORNIA FIRE CODE, INCLUDING APPLICABLE APPENDICES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. ~~AMENDMENT OF~~AMENDMENT ~~CODE~~OF CODE

Title 15, Chapter 15.12 of the Stockton Municipal Code is hereby amended by repealing the entire Chapter and replacing it with a new Chapter 15.12 to read as follows:

~~**Chapter 15.12 FIRE CODE**~~

~~Sections~~
~~15.12.010 Adoption of California Fire Code, 2010 2013 Edition~~
~~15.12.020 Scope and Administration~~
~~15.12.030 Fire Service Features~~
~~15.12.040 Fire Protection Systems~~
~~15.12.050 Establishment of the Effectiveness of each Ordinance Provision~~
~~15.12.060 Motor Fuel-Dispensing Facilities and Repair Garages~~
~~15.12.070 Hazardous Material-General Provisions~~
~~15.12.080 Flammable and Combustible Liquids~~
~~15.12.090 Flammable gases and flammable cryogenic fluids~~
~~15.12.100 Liquefied Petroleum Gases~~
~~15.12.110 Fire Hydrant Locations and Distribution~~

15.12.010 Adoption of California Fire Code, 2013 Edition.

On ~~November 16, 2010~~December 17, 2013, there were filed in the Office of the City Clerk three (3) copies the California Fire Code, ~~2010~~ 2013 Edition including Appendix Chapter 4, A, B, BB, C, CC, D, E, F, G, H, I, J (see California Fire Code section 101.2.1, ~~2010~~ 2013 Edition), as published by the International Code Council. Said Code is hereby adopted and incorporated in this Code by reference, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Fire Code on file in the office of the City of Stockton and hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, prescribed in this ordinance.

15.12.020 Scope and Administration.

A. Title. These regulations shall be known as the Fire Code of the City of Stockton, hereinafter referred to as "this code."

B. Miscellaneous combustible storage. An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet (71 m3) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber, cork, or similar combustible material.

C. Rubber Tire Storage. An operational permit is required for the storage of tires indoors/outdoors in excess of 1,000 cubic feet.

D. Pallet Storage. An operational permit is required to store pallets, palletized packing boxes, or bin boxes in excess of 30,000 board feet.

E. Additional Permits. In addition to the permits required by Section 105.6, the following permits shall be obtained from the Stockton Fire Department, Fire Prevention Bureau prior to engaging in the following activities, operations, practices, or functions:

1. Medical Gas Systems - An operational permit is required for any medical gas system installed in a commercial building.

2. Christmas Trees - An operational permit is required when placed in a public building.

3. Christmas Tree Lot - An operational permit is required to operate a seasonal outdoor Christmas tree lot.

4. Multi-Family Dwelling - An operational permit is required to operate a multi-family dwelling of 3 units or more.

5. Hood & Duct - An operational permit is required for a hood & duct fire extinguishing system in a building.

6. Mobile Food Vendor - An operational permit is required for a mobile food vendor with a fire extinguishing system.

7. Mobile Hot Works - An operational permit is required for a mobile hot works operation.

F. Violation penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500 or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

G. False Alarms.

1. It is unlawful for any property owner or licensed contractor to fail to notify the Fire Department Emergency Communications Division prior to any test, installation, repair, modification, addition, or maintenance of any fire alarm or fire extinguishing system which could result in the transmission of a false alarm.

2. The Fire Department may charge fees that reasonably constitute the cost of response to false alarms when it is determined that the reported alarm is malicious or results from failure to maintain the alarm system or failure to properly notify the Fire Department that the system is being tested or worked on. The Fire Department will bill the responsible party for the third and any subsequent false alarm responses in any twelve (12)-month period.

H. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than $500.00

15.12.030 Fire Service Features.

Address Identification. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address

numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of four (4) inches high for residential properties. Commercial and Industrial properties shall be a minimum of twelve (12) inches high on the building and six (6) inches high on the suite. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

15.12.040 Fire Protection Systems.

A. Definitions. For the purposes of this Part, the following terms shall be defined as follows:

1. "STORY" is as defined in the ~~2010~~ 2013 Edition of California Building Code Section 202.

2. "BASEMENT" is as defined in the ~~2010~~ 2013 Edition of California Building Code Section 502.1

3. "BALCONY, EXTERIOR EXIT" shall mean a landing or porch projecting from the wall of a building which serves as a required exit. The long side of an exterior exit balcony shall be at least 50 percent directly open to the exterior, and the open area above the guardrail shall be so configured as to prevent the accumulation of smoke or toxic gasses. gases.

4. "HOTEL," "MOTEL," and/or "RESIDENTIAL HOTEL/MOTEL" is as defined in Stockton Municipal Code Section 5.80.030.

B. Basements. A fire protection system shall be required in basements of all buildings when the basement is used for any purpose other than service to the building. Service to the building includes utilities such as electricity, gas, telephone, cable TV, elevator equipment, HVAC equipment, and water heaters. In lieu of the requirements for basement sprinklers, alternative fire protection may be provided in existing buildings if approved by the Chief.

C. NFPA 13R Sprinkler Systems. Wherever in the code an NFPA 13R sprinkler system is allowed, an NFPA 13 sprinkler system shall be used.

D. Quick-response and residential sprinklers. Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with Section ~~903.3.1~~903.3.2 of the California Fire Code (~~2010~~ 2013 Edition) and their listings:

1. Throughout all spaces within a smoke compartment containing patient sleeping units in Group 1-2 in accordance with the California Building Code.

2. Dwelling units and sleeping units in Group R occupancies.

3. Light-hazard occupancies as defined in NFPA 13.

4. Attic spaces in Group R-3 occupancies shall have pilot heads installed in accordance with NFPA 13D.

E. Existing Group R1 and 2 Buildings.

1. Buildings of four or fewer stories in height shall have an automatic sprinkler system installed in accordance with the most currently adopted edition of the National Fire Protection Association (NFPA) 13R "Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height."

2. Buildings of five or more stories in height shall have an automatic sprinkler system installed in accordance with the most currently adopted edition of the NFPA 13 "Standard for the Installation of Sprinkler ~~Systems.~~ Systems."

~~3. When one of the stories or the basement of a building, requiring an automatic sprinkler system described by Section 915.1.3a of the California Fire Code (2010 Edition), has an occupancy use other than residential, it shall have an automatic sprinkler system installed in accordance with the most currently adopted edition of NFPA 13, "Standard for the Installation of Sprinkler Systems." This includes, but is not limited to, uses such as retail shops and storage rooms.~~

F. Existing Building Additions.

1. Any new addition to an existing building that places the building's total square footage above 6,000 square feet shall require an automatic fire sprinkler system. Exception: When the existing building exceeds 6,000 square feet and the addition is less than 6,000 square feet (does not include A2/H occupancies), fire sprinklers will not be required for the existing building or the addition if a fire wall (generally 4 hours) without openings is installed.

2. Change of use - In an existing building where a change of use occurs and the new use is more restrictive than the previous use or the original intended use of the building changes, an automatic sprinkler system shall be installed.

3. Percentage of repair - In existing buildings greater than 6,000 square feet in area, and the repair and/or alterations are performed in excess of fifty percent (50%), an automatic sprinkler system shall be installed within the building.

4. Valuation of project - In existing buildings where the valuation of improvement is in excess of fifty percent (50%) of the assessed valuation of the property, an automatic sprinkler system shall be installed.

G. Where required - new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 of the California Fire Code (~~2010~~ 2013 Edition) and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

One (1) or more manual fire alarm boxes shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices.

Groups A, B, E, F, M, and R occupancy exceptions that indicate omissions of manual fire alarm boxes shall not apply.

~~H. Exception 2 in Section 907.2.1 of the California Fire Code (2010 Edition) shall be deleted.~~

~~I.~~H. Remote Test Switches. Where in-duct smoke detectors are installed in concealed locations more than 10 feet (three (3) m) above the finished floor or in arrangements where the detector's alarm indicator is not visible to responding personnel, the detectors shall be provided with remote alarm indicators and test switch plates. Remote alarm indicators and test switch plates shall be installed in an accessible location and shall be clearly labeled to indicate both their functions and the air-handling unit(s) associated with each detector and test switch plate (for example, In-duct Smoke Detector Alarm and test switch plate for In-duct Smoke Detector).

~~J.~~I. The permittee shall provide a serially numbered certificate from Underwriters Laboratories Inc., for all new and existing required fire alarm systems indicating that the system has been

installed in accordance with the approved plans and specifications and will be tested and maintained in accordance with National Fire Protection Association Standards. A copy of the Certificate must be provided to the Chief at no cost.

In addition, companies that are qualified to issue Local Certificates under the Underwriters Laboratories Inc., classification UUJS must meet a one-hour response time requirement comparable to central station service requirements for dispatching a runner or technician in accordance with the most currently adopted edition of National Fire Protection Standard 72. Underwriters Laboratories Inc., not the Stockton Fire Department, determines which companies meet the one-hour runner service requirement. Exception: Agencies with their own Police Department or Fire Department Dispatch Center may have a UL propriety supervising station.

15.12.050 Pallets and Palletized Packing Boxes and Bin Boxes.

A. A permit shall be required to store pallets, palletized packing boxes, or bin boxes in excess of 30,000 board feet, in accordance with the following restrictions:

1. Pallets, palletized packing boxes, and bin boxes shall be piled with due regard to stability of piles and in no case higher than twelve (12) feet. Where pallets are piled next to a property line, the distance from the property line shall not be less than one-half (1/2) the pile height and in no case less than five (5) feet from the property line. Exception: Bin boxes may be stacked to a maximum height of twenty (20) feet.

2. Driveways between and around pallets, bin boxes, and palletized packing boxes shall be a minimum of fifteen (15) feet wide and maintained free from accumulations of rubbish, weeds, machinery, or other articles that would block access or add to the fire hazard. Driveways shall be spaced so a maximum grid of storage is no more than fifty (50) feet by fifty (50) feet.

3. Pallets, palletized packing boxes, and bin box storage operating under a permit shall be enclosed by a suitable fence of at least six (6) feet in height, unless storage is in a building.

4. An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided within one hundred fifty (150) feet of all portions of the storage areas in accordance with Section ~~903.2~~507.5, California Fire Code.

5. For permitting purposes, one pallet will be calculated as having twenty-five (25) board feet.

6. For permitting purposes, palletized packing boxes and bin boxes will be calculated based on average board feet per box.

15.12.060 Motor Fuel-Dispensing Facilities and Repair Garages

Listed Equipment. Tanks, electrical equipment, dispensers, hose, nozzles, and submersible or subsurface pumps used in fuel dispensing systems shall be listed. Any modification to listed equipment, including cutting, welding, and/or lining of tanks requires a new listing by a nationally recognized testing laboratory.

15.12.070 Hazardous Material-General Provisions

The limits referred to in Section ~~2703~~5001, Table ~~2703.1.1 (1)~~5003.1.1 (1) of the California Fire Code in which storage of explosive and blasting agents is prohibited, are hereby established as follows: All areas in the City except those areas zoned IG (Heavy Industrial District) and PT (Port District) as defined in Title 16, Stockton Municipal Code.

15.12.080 Flammable and Combustible Liquids

A. The limits referred to in Section ~~3404.2.9.6.1~~5704 of the California Fire Code, in which storage of flammable or combustible liquids in outside aboveground tanks or vaults is prohibited, are hereby established as follows: Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. All areas in the City except those areas zoned IG and PT for Class I liquids and CG, CD, CL, IL, IG, and PT for Class II liquids as defined in Title 16, Stockton Municipal Code.

B. The limits referred to in Section ~~3406.2.4.4~~5704 of the California Fire Code, in which new bulk plants for flammable liquids are prohibited, are hereby established as follows: The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. All areas in the City except those zoned IG (Industrial General) and PT (Port District) as defined in Title 16, Stockton Municipal Code. Zones referred to in this section shall also be subject to approval by the Fire Chief.

15.12.090 Flammable Gases and Flammable Cryogenic Fluids

Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited, except those zoned IG or PT.

15.12.100 Liquefied Petroleum Gases

Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. Exception: Areas of the City of Stockton zoned CG, CD, CL, IL, IG, and PT as defined in Title 16, Stockton Municipal Code.

15.12.110 Fire Hydrant Locations and Distribution

A. Refer to City of Stockton Standards for hydrant spacing.

B. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

SECTION II. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION III. EFFECTIVE DATE.

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
ANTHONY SILVA,
Mayor of the City of Stockton

ATTEST:

_____
~~KATHERINE GONG MEISSNER~~BONNIE PAIGE,
City Clerk of the City of Stockton

ORDINANCE NO.

ORDINANCE AMENDING TITLE 15, CHAPTERS 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.40 OF THE STOCKTON MUNICIPAL CODE BY INCORPORATING THE 2013 EDITION OF CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCLUDING APPLICABLE APPENDICES (CALIFORNIA MODEL BUILDING CODE).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. FINDINGS AND INTENT

The City Council of the City of Stockton finds that the building standards, rules, and regulations established in Title 24 of the 2013 Edition of the California Code of Regulations, including applicable appendices, shall be adopted and incorporated by reference into the Stockton Municipal Code, Title 15, Chapters 15.04, 15.08, 15.10, 15.16, 15.20, 15.36, and 15.40,

The City Council finds that the location of Stockton within an area of expansive clay soils, the proximity of the City to the San Joaquin River Delta system, and the extreme hot summer temperatures with very low humidity, seasonal winds of high velocities, extreme seasonal visibility reduction due to thick fog, and the current pattern of development in relation to the location of emergency services require the following amendments, additions, and deletions to the standards, rules, and regulations to mitigate unique local climatic, geological, and topographical conditions and impose substantially the same requirements as contained in the 2013 Edition of the California Code of Regulations, Title 24, including applicable appendices.

The City Council further finds those existing provisions of Title 15 of the Stockton Municipal Code which are not hereby adopted, amended, or repealed are amendments, additions, or deletions to the standards, rules, and regulations of the Uniform Model Codes which are necessary to mitigate the above-noted unique local conditions and continue to impose substantially the same requirements of the 2013 Edition of the California Code of Regulations, Title 24, including applicable appendices.

SECTION II. AMENDMENT OF CODE

The following sections of Title 15, Chapter 15.04 of the Stockton Municipal Code are hereby amended to read as follows:

15.04.070 Alternate materials and methods of construction.

Section 104.11, Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read:

The provisions of the adopted administrative provisions and model codes are not intended to prevent the use of any material or method of construction not specifically prescribed by the adopted model codes, provided any such alternate has been approved by the Building Official.

The Building Official, as provided in Section 15.04.110, may approve any such alternate provided he finds that the proposed design is satisfactory and complies with the provisions of the model codes and that the material, method, or work offered is, for the purpose intended, at least the equivalent of that prescribed in the model codes in quality, strength, effectiveness, fire resistance, durability, safety, and sanitation.

The Building Official, as provided in Section 15.04.110, shall require that sufficient evidence or proof be submitted to substantiate any claims that may be made regarding its use. (Prior code § 13-107)

15.04.090 Tests.

Section 104.11.2 Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read:

Whenever there is insufficient evidence of compliance with the provisions of the adopted model codes or evidence that any materials or any construction does not conform to the requirements of the adopted model codes, or in order to substantiate claims for alternate materials or methods of construction, the Building Official, as provided in Section 15.04.110, may require tests as proof of compliance to be made at the expense of the owner or his agent by an approved agency.

Test methods shall be as specified by the adopted model codes for the material in question. If there are no appropriate test methods specified in the adopted model codes, the Building Official shall determine the test procedures.

All tests shall be made by an agency. Reports of such tests shall be retained by the Building Official for the period required for the retention of public records. (Prior code§ 13·108)

Article IV. Permits, Inspections, and Fees

15.04.250 Permits.

Section 105.1 Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read.

Permits Required. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any building or structure, any boathouse, nonregistered houseboat, wharf, boat dock, or other water-related structure or make any installation, alteration, repair, replacement, or remodel of any equipment, system, or private parking lot regulated by the adopted administrative provisions and model codes, without first obtaining a permit for each building, structure, equipment, system, or private parking lot from the Building Official. (Ord. 026-07 C.S. § 3; prior code§ 13-301)

15.04.260 Application for permit.

Section 106.1, Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read.

Information on Plans and Specifications: Plans and specifications shall be drawn to scale upon substantial paper or cloth eighteen inches by twenty-four inches (18" by 24") minimum dimensions and shall be of sufficient clarity to indicate the nature and extent of the work proposed and show in detail that it will conform to the provisions of these codes and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall give the street address of the work and the name and address of the owner and person who prepared them. Plans for buildings and structures shall include a plot plan showing the location of the proposed building and of every existing building on the property. In lieu of detailed specifications, the Building Official may approve references on the plans to a specific section or part of these codes or other ordinances or laws.

Computations, stress diagrams, and other data sufficient to show the correctness of the plans shall be submitted when required by the Building Official. Plans for buildings more than two (2) stories in height of other than Group R, Division 3 and Group U Occupancies shall indicate how required structural and fire-resistive integrity will be maintained where a penetration will be made for electrical, mechanical, plumbing and communications conduits, pipes, and similar systems.

In addition to the foregoing, plans and specifications for equipment or systems shall show the following:

1. Layout for each floor and systems or parking lot;
2. Location for all equipment;
3. Sizing and capacities of systems; and
4. Types of materials used.

(Ord. 026-07 C.S. § 3; prior code § 13-302)

15.04.270 Permit issuance.

Sections 107.3, 107.3.1, 107.3.3, and 107.4 Chapter 1, of the California Building Code, 2013 Edition, are hereby amended to read.

A. Procedure for Issuance.

1. Review of Plans: The application, plans, specifications, computations, and other data filed by an applicant for a permit shall be reviewed by the Building Official. Such plans may be reviewed by other departments of the City of Stockton and other enforcement agencies to verify compliance with the applicable laws under their jurisdiction. If the Building Official is satisfied that the work described in the application for a permit and the plans, specifications, and other data filed therewith conform to the requirements of these codes and other pertinent laws, ordinances, and resolutions, and that the fees specified in Section 15.04.280 and Title 16 et seq., and accompanying resolutions have been paid, a permit shall be issued to the applicant.

2. Endorsement; Modification of Approved Plans: When a permit for which plans

are required is issued, the Building Official shall endorse in writing or stamp on two sets of plans and specifications "Approved." Such approved plans and specifications shall not be changed, modified, or altered without prior written authorization from the Building Official, and all work regulated by these codes shall be done in accordance with the approved plans.

3. Permits for Partial Construction: The Building Official may issue a permit for the construction of part of a building, structure, or system before the entire plans and specifications for the whole building, structure, or system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of these codes. The holder of such permit shall proceed at their own risk without assurance that the permit for the entire building, structure, equipment, or system will be granted.

B. Denial of Permit: A permit shall not be issued for work on property within an area which has been determined by the Building Official to be unsafe for such work, and because of the hazard there is no way in which the structure can be erected on such land so that it will be safe.

C. Retention of Construction Documents: One set of approved plans, specifications, and computations shall be retained by the Building Official for a period of time set forth in State and local statutes, and one set of plans and specifications shall be returned to the applicant and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.

D. Expiration of Permit.

1. Every permit issued by the Building Official under the provisions of these codes shall expire by limitation and become null and void in the following circumstances:

a. If the building or work authorized by such permit is not commenced and at least one inspection recorded on the permit within one hundred eighty (180) days from the date of issuance of such permit or;

b. If the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of one hundred eighty (180) days. Work shall be deemed abandoned or suspended if one hundred eighty (180) days has expired between inspections recorded on the permit.

2. Before such work can be recommended a new permit shall be first obtained to do so, and the fee therefore shall be one-third (1/3) the amount required for a new permit for such work, provided no changes have been made or will be made in the original plans and specifications for such work and provided further that such suspension or abandonment has not exceeded three (3) years.

3. Any permittee holding an unexpired permit may apply for an extension of the time within which work may be commenced under that permit when the permittee

is unable to commence work within the time required by this section for good and satisfactory reasons. The Building Official may extend the time for action by the permittee for a period not exceeding one hundred eighty (180) days upon written request by the permittee showing that circumstances beyond the control of the permittee have prevented action from being taken. The Building Official is authorized to grant, in writing, one or more extensions of time, for a period of not more than one hundred eighty (180) days each. In order to renew action on a permit after expiration, the permittee shall pay a new full permit fee.

E. Notwithstanding any other provisions of this Code to the contrary, in the event, after issuance of a Building Permit, the Building Official finds that work has been suspended or not prosecuted diligently during the one hundred eighty (180) day validity period, then upon recommendation to the Building Board of Appeals and upon majority vote of the Building Board of Appeals, the Board may terminate the permit, add conditions to said permit, including the requirement of a faithful performance bond guaranteeing completion of the structure within a reasonable time as specified by the Board if the permit is renewed or extended, or impose other penalties and sanctions as it may deem appropriate. A copy of the Building Official's recommendation shall be sent to the holder of the building permit at the same time that said recommendation is sent to the Building Board of Appeals.

Any action taken by the Building Board of Appeals as herein provided shall be taken only after a public hearing, in accordance with the procedures set forth in Title 15 of the Stockton Municipal Code. At least ten (10) days' written notice shall be given to the holder of the Building Permit prior to the date set for public hearing. (Ord. 026-07 C.S. § 3; prior code § 13-303)

15.04.280 Fees.

Section 109 Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read.

A. Establishment of Fees: Permit fees shall be established from time to time by resolution of the Council of the City of Stockton.

B. Determination of Value:

The applicant for a permit shall provide an estimated permit value at time of application. The value to be used in computing the building permit and building plan review fees shall be the total of all construction work for which the permit is being issued, as well as finish work, painting, roofing, electrical, plumbing, gas, heating, air conditioning, elevators, fire extinguishing systems, and any other permanent equipment and systems. Value for donated and/or discounted materials and labor shall be established at typical market value and rates. The permit shall include additional valuation for work on the project site such as lighting, sewer, water service, and other items requiring inspection. In no case shall the valuation for new construction or additions be less than determined by the International Code Council based cost tables. When permitted work includes an alteration to an existing structure, or includes work outside of the standard calculated fee areas determined by the International Code Council based square footage cost tables, the applicant shall provide actual/contracted project costs to establish the additional non-calculated valuation of the total permitted project. If, in the opinion of the Building

Official, the valuation is underestimated on the application, the permit shall be denied unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

C. Work Without a Permit-Investigation Fee: Where work for which a permit is required is started or proceeded prior to obtaining said permit, a special investigation shall be made before a permit may be issued for such work. An investigation fee shall be collected at the time the permit is issued. The investigation fee shall total twice the amount of the permit fee. The investigation fee shall be in addition to the permit fee.

The payment of the investigation fee shall not relieve any person from fully complying with the requirements of this Code in the execution of the work or from any other penalties prescribed by law.

D. Investigation Fee-Appeal: Any person required to pay an investigation fee under subsection C above, may appeal the imposition of such investigation fee to the Board of Appeals. Such appeal shall be filed according to the rules and regulations of the Board of Appeals.

Whenever the Board of Appeals finds that there is a reasonable excuse for the failure to obtain a building permit, the Board of Appeals may reduce the amount of the investigation fee to one-ninth (1/9) of the amount of the investigation fee as set forth in subsection C above.

In determining whether there is a reasonable excuse for the failure to obtain a permit, the Board of Appeals may consider such factors as unfamiliarity with the Code or demonstrable negligence on the part of an employee.

E. Record Fees Collected: The Director shall keep a permanent, accurate account of all fees collected and give the name of each of the persons upon whose account the same were paid, the date and amount thereof, together with the location of the building or premises to which they relate.

F. Plan Review Fees: When a plan or other data is required to be submitted, a plan review fee shall be paid. Said plan review fee shall be collected either at the time of submitting plans and specifications or at the time of issuance of the permit, at the discretion of the Building Official. Said plan review fees for buildings or structures shall be those established by resolution of the Council of the City of Stockton.

The plan review fees specified in this subsection are separate fees from the permit fees specified in subsection A of this section and are in addition to the permit fees.

The plan review fees for electrical, mechanical, and plumbing work shall be charged at the rate established by resolution of the Council of the City of Stockton.

Where plans are incomplete or changed so as to require additional plan review, an additional plan review fee shall be charged at the rate established by resolution of the Council of the City of Stockton.

G. Combination Permit: Combination permits are required for any project for which there is more than one trade involved in the construction of a project, including building, mechanical, plumbing, and/or electrical.

H. Expiration of Plan Review: Applications for which no permit is issued within one hundred eighty (180) days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for action by the applicant for a period not exceeding ninety (90) days upon request by the applicant allowing that circumstances beyond the control of the applicant have prevented action from being taken. The Building Official is authorized to grant one or more extensions of time for additional periods not exceeding ninety (90) days each. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

I. Fee Refunds:

1. The Building Official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.

2. The Building Official may authorize the refunding of the permit fee paid when no work has been done under a permit issued in accordance with this Code. The plan review fee shall be retained.

3. The Building Official may authorize the refunding of not more than eighty percent (80o/o} of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than one hundred eighty (180) days after the date of fee payment. (Ord. 026-07 C.S. § 3; prior code§ 13-304)

15.04.310 Inspections.

Section 110 Chapter 1 of the California Building Code, 2013 Edition is hereby amended to read.

A. General. All construction or work for which a permit is required shall be subject to inspection by the Building Official and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the Building Official. In addition, certain types of construction shall be subject to continuous inspections as specified in Section 15.04.320.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these Codes or of other ordinances of the City of Stockton. Inspections purporting to waive or authorize violation of any provisions of these Codes or of other ordinances of the City of Stockton shall be void.

It shall be the duty of the permit applicant to cause the work to remain accessible and

exposed for inspection purposes. Neither the Building Official nor the City of Stockton shall be liable for any expense entailed in the removal or replacement of any material required to allow inspection.

A survey of the lot may be required by the Building Official to verify that the structure is located in accordance with the approved plans.

B. Inspection Requests. It shall be the duty of the person doing the work authorized by a permit to notify the Building Official that such work is ready for inspection. The Building Official may require that every request for inspection be filed at least twenty-four (24) hours before such inspection is scheduled. Such request may be in writing or by telephone at the option of the Building Official.

It shall be the duty of the person requesting any inspection required by these Codes to provide access to and means for proper inspection of such work.

C. Inspection Record Card. Work requiring a building permit shall not be commenced until the permit holder or their agent shall have posted an inspection record card in a conspicuous place on the front premises and in such a position as to allow the Building Official to conveniently make the required entries thereon regarding inspection of the work. This card shall be maintained in such position by the permit holder until final approval has been issued by the Building Official.

D. Approvals Required; Conformity with Approved Plans. No work shall be done on any part of the building, structure, or private parking lot beyond the point indicated in each successive inspection without first obtaining the written approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate that portion of the construction is satisfactory as completed or shall notify the permit holder or their agent wherein the same fails to comply with these Codes and the approved plans, specifications, and permit conditions. Any portions which do not comply shall be corrected and such portions shall not be covered or concealed until authorized by the Building Official. Such written approval shall be given only after an inspection shall have been made of each successive step in the construction as indicated by each of the inspections required in subsection E, below.

There shall be a final inspection and approval of all buildings and building service equipment when completed and ready for occupancy.

E. Required Inspections. Reinforcing steel or structural framework of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the Building Official.

The Building Official shall make the following inspections upon notification by the permit holder or their agent providing all other requirements of this section have been met. The Building Official shall either approve that portion of the construction as completed or shall notify the permit holder or their agent wherein the same fails to comply with these Codes, the approved plans and specifications, or other permit conditions.

1. Foundation Inspection: To be made after trenches are excavated and forms erected and when all materials for the foundation are delivered on the job. Where concrete from a central mixing plant (commonly termed "transit mixed") is to be used, materials need not be on the job.

2. Concrete Slab or Underfloor Inspection: To be made after all in-slab or underfloor building service equipment, conduit, piping accessories, and other auxiliary equipment items are in place, inspected, and approved but before any concrete is poured or floor sheathing installed, including the subfloor.

3. Frame Inspection: To be made after the roof, all framing, fire blocking, and bracing are in place and all pipes, chimneys, and vents are complete and rough electrical, plumbing, heating wires, pipes, and ducts are approved.

4. Insulation Inspection: To be made after all insulation has been installed.

5. Fireplace Inspection: To be made when any masonry fireplace has been constructed to mantel height with reinforcing steel, combustion air openings, and dampers in place.

6. Hollow Concrete Block Masonry: To be made after first block courses are laid up with the first bond beam course steel in place and before bond beam blocks are grouted.

7. Lath and/or Wallboard Inspection: To be made after all lathing and/or wallboard, interior and exterior, is in place but before any plastering is applied or before wallboard joints and fasteners are taped and finished.

8. Final Inspection: To be made after building is complete and ready for occupancy, and public improvements have either been accepted by action of the City Council, or upon application of City Public Works, when the subdivision is otherwise in compliance with all pertinent regulations.

F. Plumbing, Electrical, Mechanical, and Private Parking Lot Inspections.

1. General: All equipment, systems, or private parking lots for which a permit is required under these codes shall be inspected by the Building Official. No portion of any equipment, system, or private parking lot intended to be concealed by any permanent portion of the building or private parking lot shall be concealed until inspected and approved. When the installation of any equipment or system is complete, a second or final inspection shall be made. Equipment or systems regulated by these codes shall not be connected to the fuel or power supply until authorized by the Building Official.

2. Operation of Equipment: The requirements of this section shall not be considered to prohibit the operation of any equipment or systems installed to replace existing equipment or systems serving an occupied portion of the building if a request for inspection of such equipment or system has been filed with the

Department not more than forty-eight (48) hours after such replacement work is completed and before any portion of such equipment or system is concealed by any permanent portion of the building.

3. Final Inspection Revoked: A final inspection approval may, upon notice, be revoked by the Building Official if it is found that the equipment or system fails in any respect to comply with the requirements of these codes, plans, or specifications or that the installation is unsafe, dangerous, or a hazard to life or property.

G. Other Inspections. In addition to the called inspections specified above, the Building Official may make or require other inspections of any construction work or of any existing building to ascertain compliance with the provisions of these codes and other laws which are enforced by the Department Building Official.

For the purpose of determining compliance with Section 15.04.040, the Building Official may cause any structure to be inspected.

H. Reinspections. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This subsection is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of these codes, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

Reinspection fees may be assessed when the permit card is not properly posted on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official.

To obtain a reinspection, the applicant shall file an application therefore in writing upon a form furnished for the purpose, and pay the reinspection fee in accordance with Section 15.04.280.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid. (Ord. 026-07 C.S. § 5; prior code § 13-305)

15.04.320 Special inspections.

In addition to the inspections to be made as specified in section 15.04.310, the owner or the engineer or architect acting as the owner's agent shall employ one or more approved special inspectors who shall provide the special inspections noted in Sections 1704, 1706, and 1707 of the 2013 California Building Code.

15.04.330 Certificate of occupancy.

Sections 111 and 111.2 Chapter 1 of the California Building Code, 2013 Edition, are hereby amended to read.

A. Change in Occupancy. Changes in the character of use of a building shall not be made except as specified in Section 3408 of the California Building Code.

B. Certificate Issued. After final inspection when it is found that the building or structure complies with the provisions of these codes, the Building Official shall issue a Certificate of Occupancy which shall contain the following.

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure complies with the requirements of these codes for group and division of occupancy as classified.
6. The name of the Building Official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided whether the sprinkler system is required.

C. Posting. The Certificate of Occupancy shall be posted in a conspicuous place on the premises and shall not be removed except by the Building Official. (Ord. 026-07 C.S. § 7; prior code § 13-307)

The following sections of Title 15, Chapter 15.08 of the Stockton Municipal Code are hereby amended to read as follows:

15.08.010 Adoption of California Building Code.

On January 7, 2013, there were filed in the Office of the City Clerk, three (3) copies of the California Building Code, 2013 Edition including appendices I and J, as published by the California Building Standards Commission and which incorporates by adoption the 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code § 14-100)

15.08.020 Effect of code provisions.

The provisions of this chapter are supplementary to the provisions of the California Building Code 2013 Edition as adopted in Section 15.08.010. (Prior code § 14-101)

The following sections of Title 15, Chapter 15.10 of the Stockton Municipal Code is hereby amended to read as follows:

15.10.010 Adoption of California Residential Code.

On January 7, 2013, there were filed in the Office of the City Clerk, three (3) copies of the California Residential Code, 2013 Edition including appendices H and K, as published by the California Building Standards Commission and which incorporates by adoption the 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code § 14-100)

15.10.030 Scope.

The 2013 California Residential Code, Title 24, Part 2.5 of the California Code of Regulations, a portion of the California Building Standards Code as defined in the California State Health and Safety Code sections 17922 and 18901 et. seq. (hereinafter referred to as the Residential Code), and any rules and regulations promulgated pursuant thereto and as defined in California Health and Safety Code section 18938.3, including Residential Code Appendix H (Patio Covers) and Appendix K (Sound Transmission), are hereby adopted and incorporated by reference herein. Except as otherwise provided by this Chapter and Chapters 15.04 and 15.08 of the Stockton Municipal Code, all construction, alteration, moving, demolition, repairs, and use of any building or structure within this jurisdiction shall be made in conformance with the Residential Code and any rules and regulations promulgated pursuant thereto.

The following sections of Title 15, Chapter 15.16 of the Stockton Municipal Code, is hereby amended to read as follows:

15.16.010 Adoption of California Plumbing Code.

On January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Plumbing Code, 2013 Edition, including all appendices and installation standards adopted by the International Association of Plumbing and Mechanical Officials. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. §10; prior code §14-200)

The following sections of Title 15, Chapter 15.20 of the Stockton Municipal Code, is hereby amended to read as follows:

15.20.010 Adoption of California Mechanical Code.

On January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Mechanical Code, 2013 Edition including all appendices jointly published by the International Conference of Building Officials. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 11; prior code§ 14-300)

The following sections of Title 15, Chapter 15.36 of the Stockton Municipal Code, is hereby amended to read as follows:

15.36.010 Adoption of California Electrical Code.

On January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the

California Electrical Code, 2013 Edition, as adopted by the National Fire Protection Association. Said code is hereby incorporated in this code by reference. (Ord. 026·07 C.S. § 14; prior code§ 14·700)

15.36.020 Effect of code provisions.

The provisions of this chapter are supplementary to the provisions of the California Electrical Code, 2013 Edition, as adopted in Section 15.36.010. The provisions of this chapter control over the provisions of the California Electrical Code Article 90, to the extent that any conflict or contradiction exists. (Ord. 026·07 C.S. § 14; prior code §14-701)

Title 15, Chapter 15.40 (California Existing Building Code, Appendix A1) of the Stockton Municipal Code is hereby amended by repealing the entire Chapter and replacing it with a new Chapter 15.40 to read as follows:

15.40.010 Adoption of California Existing Building Code.

On January 7, 2013, there were filed in the office of the City Clerk three (3) copies of the California Existing Building Code, 2013 Edition, as published by the California Building Standards Commission and which incorporates by adoption the 2013 Edition of the International Building Code adopted by the International Code Council. Said code is hereby incorporated in this code by reference. (Ord. 026-07 C.S. § 9; prior code§ 14-100)

SECTION III. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION IV. EFFECTIVE DATE.

This ordinance shall take affect and be in full force thirty (30) days after its passage.
//

ADOPTED: _____

EFFECTIVE: _____

_____
ANTHONY SILVA,
Mayor of the City of Stockton

ATTEST:

_____
BONNIE PAIGE,
City Clerk of the City of Stockton

ORDINANCE NO.

ORDINANCE AMENDING TITLE 15, CHAPTER 15.12 OF THE STOCKTON MUNICIPAL CODE BY REPEALING AND REPLACING THE ENTIRE CHAPTER AND INCORPORATING APPLICABLE PROVISIONS OF THE 2013 CALIFORNIA FIRE CODE, INCLUDING APPLICABLE APPENDICES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I. AMENDMENT OF CODE

Title 15, Chapter 15.12 of the Stockton Municipal Code is hereby amended by repealing the entire Chapter and replacing it with a new Chapter 15.12 to read as follows:

15.12.010 Adoption of California Fire Code, 2013 Edition.

On December 17, 2013, there were filed in the Office of the City Clerk three (3) copies the California Fire Code, 2013 Edition including Appendix Chapter 4, A, B, BB, C, CC, D, E, F, G, H, I, J (see California Fire Code section 101.2.1, 2013 Edition), as published by the International Code Council. Said Code is hereby adopted and incorporated in this Code by reference, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions, and terms of said Fire Code on file in the office of the City of Stockton and hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions, and changes, if any, prescribed in this ordinance.

15.12.020 Scope and Administration.

A. Title. These regulations shall be known as the Fire Code of the City of Stockton, hereinafter referred to as "this code."

B. Miscellaneous combustible storage. An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet (71 m3) gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber, cork, or similar combustible material.

C. Rubber Tire Storage. An operational permit is required for the storage of tires indoors/outdoors in excess of 1,000 cubic feet.

D. Pallet Storage. An operational permit is required to store pallets, palletized packing boxes, or bin boxes in excess of 30,000 board feet.

E. Additional Permits. In addition to the permits required by Section 105.6, the following permits shall be obtained from the Stockton Fire Department, Fire Prevention Bureau prior to engaging in the following activities, operations, practices, or functions:

1. Medical Gas Systems - An operational permit is required for any medical gas system installed in a commercial building.

2. Christmas Trees - An operational permit is required when placed in a public building.

3. Christmas Tree Lot - An operational permit is required to operate a seasonal outdoor Christmas tree lot.

4. Multi-Family Dwelling - An operational permit is required to operate a multi-family dwelling of 3 units or more.

5. Hood & Duct - An operational permit is required for a hood & duct fire extinguishing system in a building.

6. Mobile Food Vendor - An operational permit is required for a mobile food vendor with a fire extinguishing system.

7. Mobile Hot Works - An operational permit is required for a mobile hot works operation.

F. Violation penalties. Persons who violate a provision of this code or fail to comply with any of the requirements thereof or who erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500 or by imprisonment not exceeding six (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

G. False Alarms.

1. It is unlawful for any property owner or licensed contractor to fail to notify the Fire Department Emergency Communications Division prior to any test, installation, repair, modification, addition, or maintenance of any fire alarm or fire extinguishing system which could result in the transmission of a false alarm.

2. The Fire Department may charge fees that reasonably constitute the cost of response to false alarms when it is determined that the reported alarm is malicious or results from failure to maintain the alarm system or failure to properly notify the Fire Department that the system is being tested or worked on. The Fire Department will bill the responsible party for the third and any subsequent false alarm responses in any twelve (12)-month period.

H. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than $500.00

15.12.030 Fire Service Features.

Address Identification. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of four (4) inches high for residential properties. Commercial and Industrial properties shall be a minimum of twelve (12) inches high on the building and six (6) inches high on the suite. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

15.12.040 Fire Protection Systems.

A. Definitions. For the purposes of this Part, the following terms shall be defined as follows:

1. "STORY" is as defined in the 2013 Edition of California Building Code Section 202.

2. "BASEMENT" is as defined in the 2013 Edition of California Building Code Section 502.1

3. "BALCONY, EXTERIOR EXIT" shall mean a landing or porch projecting from the wall of a building which serves as a required exit. The long side of an exterior exit balcony shall be at least 50 percent directly open to the exterior, and the open area above the guardrail shall be so configured as to prevent the accumulation of smoke or toxic gasses.

4. "HOTEL," "MOTEL," and/or "RESIDENTIAL HOTEL/MOTEL" is as defined in Stockton Municipal Code Section 5.80.030.

B. Basements. A fire protection system shall be required in basements of all buildings when the basement is used for any purpose other than service to the building.

Service to the building includes utilities such as electricity, gas, telephone, cable TV, elevator equipment, HVAC equipment, and water heaters. In lieu of the requirements for basement sprinklers, alternative fire protection may be provided in existing buildings if approved by the Chief.

C. NFPA 13R Sprinkler Systems. Wherever in the code an NFPA 13R sprinkler system is allowed, an NFPA 13 sprinkler system shall be used.

D. Quick-response and residential sprinklers. Where automatic sprinkler systems are required by this code, quick-response or residential automatic sprinklers shall be installed in the following areas in accordance with Section 903.3.2 of the California Fire Code (2013 Edition) and their listings:

1. Throughout all spaces within a smoke compartment containing patient sleeping units in Group 1-2 in accordance with the California Building Code.

2. Dwelling units and sleeping units in Group R occupancies.

3. Light-hazard occupancies as defined in NFPA 13.

4. Attic spaces in Group R-3 occupancies shall have pilot heads installed in accordance with NFPA 13D.

E. Existing Group R1 and 2 Buildings.

1. Buildings of four or fewer stories in height shall have an automatic sprinkler system installed in accordance with the most currently adopted edition of the National Fire Protection Association (NFPA) 13R "Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height."

2. Buildings of five or more stories in height shall have an automatic sprinkler system installed in accordance with the most currently adopted edition of the NFPA 13 "Standard for the Installation of Sprinkler Systems."

F. Existing Building Additions.

1. Any new addition to an existing building that places the building's total square footage above 6,000 square feet shall require an automatic fire sprinkler system. Exception: When the existing building exceeds 6,000 square feet and the addition is less than 6,000 square feet (does not include A2/H occupancies), fire sprinklers will not be required for the existing building or the addition if a fire wall (generally 4 hours) without openings is installed.

2. Change of use - In an existing building where a change of use occurs and the new use is more restrictive than the previous use or the original intended use of the building changes, an automatic sprinkler system shall be installed.

3. Percentage of repair - In existing buildings greater than 6,000 square feet in area, and the repair and/or alterations are performed in excess of fifty percent (50%), an automatic sprinkler system shall be installed within the building.

4. Valuation of project - In existing buildings where the valuation of improvement is in excess of fifty percent (50%) of the assessed valuation of the property, an automatic sprinkler system shall be installed.

G. Where required - new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 of the California Fire Code (2013 Edition) and provide occupant notification in accordance with Section 907.6, unless other requirements are provided by another section of this code.

One (1) or more manual fire alarm boxes shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices.

Groups A, B, E, F, M, and R occupancy exceptions that indicate omissions of manual fire alarm boxes shall not apply.

H. Remote Test Switches. Where in-duct smoke detectors are installed in concealed locations more than 10 feet (three (3) m) above the finished floor or in arrangements where the detector's alarm indicator is not visible to responding personnel, the detectors shall be provided with remote alarm indicators and test switch plates. Remote alarm indicators and test switch plates shall be installed in an accessible location and shall be clearly labeled to indicate both their functions and the air-handling unit(s) associated with each detector and test switch plate (for example, In-duct Smoke Detector Alarm and test switch plate for In-duct Smoke Detector).

I. The permittee shall provide a serially numbered certificate from Underwriters Laboratories Inc., for all new and existing required fire alarm systems indicating that the system has been installed in accordance with the approved plans and specifications and will be tested and maintained in accordance with National Fire Protection Association Standards. A copy of the Certificate must be provided to the Chief at no cost.

In addition, companies that are qualified to issue Local Certificates under the Underwriters Laboratories Inc., classification UUJS must meet a one-hour response time requirement comparable to central station service requirements for dispatching a runner or technician in accordance with the most currently adopted edition of National Fire Protection Standard 72. Underwriters Laboratories Inc., not the Stockton Fire Department, determines which companies meet the one-hour runner service requirement. Exception: Agencies with their own Police Department or Fire Department Dispatch Center may have a UL propriety supervising station.

15.12.050 Pallets and Palletized Packing Boxes and Bin Boxes.

A. A permit shall be required to store pallets, palletized packing boxes, or bin boxes in excess of 30,000 board feet, in accordance with the following restrictions:

1. Pallets, palletized packing boxes, and bin boxes shall be piled with due regard to stability of piles and in no case higher than twelve (12) feet. Where pallets are piled next to a property line, the distance from the property line shall not be less than one-half (1/2) the pile height and in no case less than five (5) feet from the property line. Exception: Bin boxes may be stacked to a maximum height of twenty (20) feet.

2. Driveways between and around pallets, bin boxes, and palletized packing boxes shall be a minimum of fifteen (15) feet wide and maintained free from accumulations of rubbish, weeds, machinery, or other articles that would block access or add to the fire hazard. Driveways shall be spaced so a maximum grid of storage is no more than fifty (50) feet by fifty (50) feet.

3. Pallets, palletized packing boxes, and bin box storage operating under a permit shall be enclosed by a suitable fence of at least six (6) feet in height, unless storage is in a building.

4. An approved water supply and fire hydrants capable of supplying the required fire flow shall be provided within one hundred fifty (150) feet of all portions of the storage areas in accordance with Section 507.5, California Fire Code.

5. For permitting purposes, one pallet will be calculated as having twenty-five (25) board feet.

6. For permitting purposes, palletized packing boxes and bin boxes will be calculated based on average board feet per box.

15.12.060 Motor Fuel-Dispensing Facilities and Repair Garages

Listed Equipment. Tanks, electrical equipment, dispensers, hose, nozzles, and submersible or subsurface pumps used in fuel dispensing systems shall be listed. Any modification to listed equipment, including cutting, welding, and/or lining of tanks requires a new listing by a nationally recognized testing laboratory.

15.12.070 Hazardous Material-General Provisions

The limits referred to in Section 5001, Table 5003.1.1 (1) of the California Fire Code in which storage of explosive and blasting agents is prohibited, are hereby established as follows: All areas in the City except those areas zoned IG (Heavy Industrial District) and PT (Port District) as defined in Title 16, Stockton Municipal Code.

15.12.080 Flammable and Combustible Liquids

A. The limits referred to in Section 5704 of the California Fire Code, in which storage of flammable or combustible liquids in outside aboveground tanks or vaults is prohibited, are hereby established as follows: Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. All areas in the City except those areas zoned IG and PT for Class I liquids and CG, CD, CL, IL, IG, and PT for Class II liquids as defined in Title 16, Stockton Municipal Code.

B. The limits referred to in Section 5704 of the California Fire Code, in which new bulk plants for flammable liquids are prohibited, are hereby established as follows: The storage of Class I and II liquids in above-ground tanks is prohibited within the limits established by law as the limits of districts in which such storage is prohibited. All areas in the City except those zoned IG (Industrial General) and PT (Port District) as defined in Title 16, Stockton Municipal Code. Zones referred to in this section shall also be subject to approval by the Fire Chief.

15.12.090 Flammable Gases and Flammable Cryogenic Fluids

Limitations. Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited, except those zoned IG or PT.

15.12.100 Liquefied Petroleum Gases

Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons. Exception: Areas of the City of Stockton zoned CG, CD, CL, IL, IG, and PT as defined in Title 16, Stockton Municipal Code.

15.12.110 Fire Hydrant Locations and Distribution

A. Refer to City of Stockton Standards for hydrant spacing.

B. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.

SECTION II. SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act which can be given without the invalid provision or application, and to this end the provisions of this act are severable.

SECTION III. EFFECTIVE DATE.

This ordinance shall take effect and be in full force thirty (30) days after its passage.

ADOPTED: _____

EFFECTIVE: _____

_____
ANTHONY SILVA,
Mayor of the City of Stockton

ATTEST:

_____
BONNIE PAIGE,
City Clerk of the City of Stockton

12.2 14-0180 AUTHORIZE THE PURCHASE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES FROM AZTECA INC. AND RJN GROUP FOR MUNICIPAL UTILITIES AND PUBLIC WORKS

RECOMMENDATION

It is recommended that the City Council approve by motion action authorizing the City Manager to enter into agreements with Azteca Inc. of Sandy, Utah and RJN Group of Wheaton, Illinois for the purchase and implementation of a Computerized Maintenance Management System (CMMS) for the Municipal Utilities and Public Works Departments.

It is further recommended that the City Manager be authorized to take any and all appropriate actions to carry out the purpose and intent of this motion.

Department: Municipal Utilities

City of Stockton

Legislation Details (With Text)

File #:	14-0180 **Version:** 1		
Type:	Consent	**Status:**	Agenda Ready
File created:	1/29/2014	**In control:**	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	**Final action:**	

Title: AUTHORIZE THE PURCHASE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES FROM AZTECA INC. AND RJN GROUP FOR MUNICIPAL UTILITIES AND PUBLIC WORKS

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Sponsors:

Indexes:

Code sections:

Attachments:
- Attachment A - RJN Professional Services Contract
- Attachment A - Exhibit A - RJN Scope of Services
- Attachment A - Exhibit B - RJN Insurance Requirements
- Attachment B - RJN AZTECA Cityworks EULA
- Attachment C - RJN Proposal

Date	Ver.	Action By	Action	Result

AUTHORIZE THE PURCHASE OF COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM SOFTWARE AND IMPLEMENTATION SERVICES FROM AZTECA INC. AND RJN GROUP FOR MUNICIPAL UTILITIES AND PUBLIC WORKS

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It is further recommended that the City Manager be authorized to take any and all appropriate actions to carry out the purpose and intent of this motion.

Summary

In 2011, the City retained NexLevel Information Technology, Inc. to develop a Citywide Technology Strategic Plan (CTSP), and Council approved a motion accepting the CTSP in June 2012. One of the priority projects identified in the CTSP was replacement of the CMMS for the Municipal Utilities (MUD) and Public Works (PW) Departments. On December 4, 2012, the City Council approved a motion that authorized MUD and PW to release a Request for Proposals (RFP) for procurement and implementation of a new CMMS software system.

By February 2013, staff released the RFP and received 11 vendor proposals that were later reviewed by a joint MUD and PW selection committee. The top four vendor proposals were invited to present their products and provide proof of capabilities. Of the top four proposers, staff recommends Azteca, Inc. and RJN Group team.

If approved by Council, this action will authorize the execution of agreements with Azteca, Inc. (Attachment A) and RJN Group (Attachment B) to purchase CityWorks software and implement this new CMMS solution for the MUD and PW Departments.

DISCUSSION

Background

The Municipal Utilities Department maintains assets associated with water distribution, wastewater, and stormwater collections, water treatment, and sewer treatment (pipes, pumps, motors, lift stations, etc.). The Public Works Department is also responsible for the maintenance of multiple City asset groups that include streets, signs, sidewalks, traffic signals, street lights, fleet, equipment, facilities, parks, and trees. Preventative maintenance is required on all of these assets. Just as individuals regularly maintain their automobile to extent its useful life by changing the oil every 3,000 miles or maintain their home furnace by changing the air filter periodically, frequent maintenance is required for many City assets. However, with tens of thousands of assets located throughout the City, planning and managing a preventative maintenance program is a complex task. A CMMS system is utilized to help managers and staff schedule, complete and document this work.

A CMMS maintains a database for an organization's maintenance operations. This information helps maintenance managers do their jobs more effectively by scheduling and tracking regular preventative maintenance. When assets are maintained properly, this decreases more costly corrective and emergency work due to equipment or infrastructure failure. A CMMS also records all work completed. This information is used in tracking and measuring the productivity and efficiency of staff resources. It is also used to report to local, state and federal agencies to ensure regulatory compliance.

The existing MUD and PW CMMS systems are outdated and only perform a limited number of the basic database functions. Assets are dispersed throughout the City (pipelines, street signs, trees, etc.) and the current system lacks, among other items, a mobile work order and mapping solution to efficiently locate, complete and track work. New CMMS software packages have mobile work order and mapping solutions that will meet this need. This will create more efficiency in the field, decrease data entry errors, and free-up clerical staff to complete other tasks. In addition, these new CMMS packages contain greater reporting functions that allow supervisors to quickly view maintenance activity information in a more useful way.

In 2011, the City retained NexLevel Information Technology, Inc. to develop a CTSP. The CTSP identified and prioritized technology projects that will help ensure the City's technology environment supports current and anticipated business needs. The plan assessed the City's CMMS, and recommended that the City implement a new system to better fit the City's needs. Priority was given to this project, with replacement scheduled to be implemented in Fiscal Year 2013/14. On June 19, 2012, Council approved a motion that accepted the CTSP and directed staff to implement the technology recommendations as technical resources and funding became available.

Present Situation

Authorized by the City Council on December 4, 2012 (Motion 2012-12-04-1501), MUD and PW staff released a RFP in February 2013 and later received 11 proposals. Of the 11 submitted proposals, four vendors were selected by a selection committee and were invited to demonstrate their products, proof of capabilities and projected cost. The selected vendors were:

- Lucity, Overland Park, KS
- Cartegraph, Dubuque, IA
- Azteca, Inc. & RJN Group, Sandy, UT & Wheaton, IL
- Accela, San Ramon, CA

With the assistance of NexLevel, MUD and PW staff evaluated these four potential vendors in August 2013. During the demonstrations, the proposers were evaluated by their products' capabilities based on MUD and PW asset maintenance areas (i.e. water, wastewater, streets, parks), as well as areas such as reporting, citizen complaint tracking, mobile solutions, work planning and scheduling, Geographic Information System (GIS) integration and implementation approach.

At the conclusion of the evaluations, MUD and PW staff collaboratively selected Azteca, Inc. & RJN Group (CityWorks software) as the preferred most-qualified vendor and software solution for both departments based on the following:

- CityWorks offered the most complete solutions for all MUD and PW work groups (collections, streets, trees, etc.).
- CityWorks meets the majority of City requirements with proven software solution requirements, whereas the other vendors presently have a number of the requirements in development.
- CityWorks is the most configurable solution. MUD and PW will have the ability to customize the program to meet department needs.
- CityWorks has strong work planning tools that none of the other vendors were able to demonstrate.
- CityWorks is well established and proven within organizations of similar size and complexity as the City of Stockton.

Once the vendor selection was made based on their product and qualifications, the following cost proposal information was reviewed and included in the following table:

VENDOR	LOCATION	COST

Lucity	*Overland Park, KS*	*$284,410*
Cartegraph	*Dubuque, IA*	*$424,880*
RJN & Azteca, Inc. (CityWorks vendor)	**Wheaton, IL Sandy, UT**	**$396,830**
Accela	*San Ramon, CA*	*$1,195,294*

The initial cost proposal supplied by Azteca, Inc. (CityWorks) & RJN Group was $396,830 for software purchase and implementation costs. While the RFP listed the primary requirements the City sought in a CMMS, more project implementation details emerged during vendor/staff negotiations.

The RFP did not dictate project implementation methodologies. RJN Group's approach as originally proposed was to implement the software for PW in the first year and MUD in the second year. City staff requested a parallel path for the departments to be implemented at the same time. Staff also requested the timeframe to be shortened to 18-months rather than 24-months. Following these staff discussions with the vendor, the cost proposal increased to $515,000. This difference of $118,170 is based on the necessary changes to the cost of implementation due to the shortened implementation schedule and timeline, which increased total vendor staff hours, data conversion requirements, and travel costs. The City's implementation team unanimously supported that it was in the City's best interest to increase the onsite participation of RJN's technical staff to achieve this objective.

Following the completion of this negotiation, staff found that Azteca, Inc. & RJN (CityWorks) are the most qualified of the proposing vendors based on their demonstrated competency and proof of capabilities to meet the CMMS needs of both MUD and PW. In addition, there is agreement on the proposed modifications to the proposed scope of work provided by the vendor with a project cost of $515,000.

Azteca, Inc. & RJN Group will provide all necessary software and oversee the installation and successful start-up of the CityWorks CMMS, including all initial programming and interfaces. They will also provide the City with ongoing system support on an annual basis. Therefore, staff recommends approval of agreements with Azteca, Inc. & RJN Group RJN for purchase and implementation of CityWorks software (Attachment C).

Beginning in the next fiscal year following implementation, there will be an annual software license maintenance fee that will be accounted for in the annual MUD and PW budgets. A key objective of this project will be to expand the application of CityWorks in an effort to increase work task efficiencies (reduced staff and travel time, increased asset life, and reduced data entry requirements, etc.) within each department.

In order to achieve this objective, the maintenance costs of the CityWorks software will be $125,000 based on the staff's recommended access set at unlimited users. This annual software license maintenance fee will replace the current software maintenance fees MUD and PW's pay for their current CMMS systems of approximately $30,000 annually. The lower annual maintenance costs of the current CMMS systems reflect the lower original cost of these software programs that were purchased nearly 10-years ago.

The project will be a phased approach anticipated to begin in March 2014 and will take approximately 18 months to complete. Upon completion of the implementation, the CMMS system aims to realize the following benefits to the City of Stockton:

- A user-friendly and intuitive user interface for staff and field crews.
- A more modern, robust system to minimize infrastructure replacement costs by doing more efficient planning of preventative maintenance.
- Enhanced reporting to improve decision making, including meeting reporting requirements of State and Federal agencies.
- Leveraging of the City's investment in the Geographical Information System (GIS) by getting the computerized maps into the field.
- More data entry in the field, which will free-up office personnel for other tasks and increase the timeliness of data.

FINANCIAL SUMMARY

This project will be funded jointly by MUD and PW and is included in the Fiscal Year 13/14 budget. MUD will fund the project from 431-4311-572.30-51 accounts in FY13/14 and future years. PW currently has $214,000 appropriated in the FY13/14 budget from the Fleet ISF for this project. PW staff is recommending with this action to encumber $162,500 of the $214,000 for first-year software licensing and implementation costs. In future years, PW will fund ongoing software licensing expenditures from Fleet ISF and Gas Tax operating budgets.

Attachment A - RJN Contract with Scope of Services
Attachment B - RJN/AZTECA CityWorks License Agreement
Attachment C - RJN Proposal

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 201_, between the CITY OF STOCKTON, a municipal corporation ("City"), and RJN Group , a whose address is 200 West Front Street, Wheaton, IL 60187, and telephone number is 630 682-4700, ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in providing computerized maintenance management software (CMMS) implementation services for the purposes specified in this Agreement.

B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

1. **Consultant's Services**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in Exhibit A. Consultant shall provide said services at that time, place and in the manner specified in Exhibit A.

2. **City Assistance, Facilities, Equipment and Clerical Support**. Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

3. **Term**. This Agreement shall commence on the date written above and shall expire on March 31, 2016; provided, however the parties may agree to change either the commencement or expiration date.

4. **Compensation**. City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant's invoice. Total compensation for services and reimbursement for costs shall not exceed $515,000.00.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant's invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may

be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Consultant's Work**. All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work**. All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes**. City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Consultant's Status**. In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City**. The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

10. **Non-Assignability**. The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless**. Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have

arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

12. **Insurance**. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

13. **Notices**. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant: RJN GROUP, Inc
200 West Front Street
Wheaton, IL 60187

To City: KURT O. WILSON
CITY MANAGER
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

14. **Conformance to Applicable Laws**. Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

15. **Licenses, Certifications and Permits**. Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

16. **Records and Audits**. Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

17. **Confidentiality**. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

18. **Conflicts of Interest**. Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

19. **Waiver**. In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

20. **Governing Law**. California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Northern District, Sacramento Division.

21. **No Personal Liability**. No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

22. **Exhibits**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

23. **Scope of Agreement**. This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

THIS AGREEMENT executed the date and year first above written.

CITY OF STOCKTON

_____
KURT O. WILSON, City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

CONSULTANT

By: _____
Signature

_____
Print name

Title: _____

[*If Consultant is a corporation signature(s) must comply with Corporations Code §313.*]

EXHIBIT A

Scope of Consultant's Services

Compensation

Statement of Work: City of Stockton
Municipal Utilities Department and Public Works Department
Computerized Maintenance Management System – PUR (12-088)

Project Overview

In January 2012, the City of Stockton completed a comprehensive technology assessment and strategic planning effort. As part of that effort, the City identified a high priority need to replace existing asset management and maintenance management systems with a Computerized Maintenance Management System (CMMS) for the Municipal Utilities and Public Works Departments. The current systems as implemented and used by city staff do not fully support efficient processes to plan, execute, and track asset maintenance activities. As the City's budget continues to shrink, the City staff is increasingly challenged to continue to provide timely maintenance and repair of City assets. Consequently, the staff needs a system that supports more efficient processes. In addition, the current systems do not adequately support capital planning and reporting needs.

The high-level goals of implementing a new system include:

A. Provide a tightly integrated and comprehensive solution to manage Public Works and Municipal Utilities asset management and maintenance management business functions
B. Streamline business processes through automation, integration, and workflows
C. Enhance reporting to improve decision making including meeting reporting requirements of the State and Federal EPA and GASB
D. Implement a long-term solution with a product roadmap ensures continual evolution to incorporate best practices and address industry changes
E. Increase data integrity and system reliability
F. Provide a user friendly and intuitive user interface
G. Promote implementation of best practice processes
H. Leverage the City's investment in GIS

Scope of Services Overview

This Scope of Services identifies the activities, tasks and services that will be provided by RJN Group. Sections within this document correspond to specific phases and activities identified in the Project Schedule. Tasks have been described in detail and include the following structure.

1. Task Description
2. Key Assumptions
3. Stockton's Responsibilities
4. Deliverables
5. Acceptance Criteria

Scope of Services – Project Phases

The City of Stockton would like to have parallel implementation in MUD and PW. Accordingly, the project is divided into four groups.

1. MUD Plant: Water Treatment and Sewer Treatment
2. MUD Underground (UG): Collection System and Distribution System (assets in GIS)
3. PW Group A: Parks, Trees, Electrical, Community Enhancement and Dispatch
4. PW Group B: Streets, Traffic Devices, Traffic Engineering, Facilities and Fleet

The RJN Group, Inc. scope of work for this project contains two phases.

Phase 1 Cityworks Implementation: MUD Plant / PW Group A

Phase 2 Cityworks Implementation: MUD Underground / PW Group B

A high level Work Breakdown Structure (WBS) listing **phases and activities** for the scope of services is listed below. **Tasks** are detailed in the following sections of this document by activity.

Completion of each phase and activity will conclude with the execution of a Task Acceptance document signifying the City's acceptance of the services rendered to date and authorization for RJN Group to proceed with work on the next subsequent activity.

WBS	PHASE / ACTIVITIES
1	Phase 1 Cityworks Implementation for MUD and PW Group A
1.1	Startup (MUD Plant / PW Group A)
1.2	Initial Data Conversion / Integration (MUD Plant / PW Group A)
1.3	Pilot (MUD Plant / PW Group A)
1.4	Pilot Evaluation (MUD Plant / PW Group A)
1.5	Production Data Conversion / Integration (MUD Plant / PW Group A)
1.6	Production Go Live (MUD Plant / PW Group A)
1.7	Enhanced Production (MUD Plant / PW Group A)
2	Phase 2 Cityworks Implementation for MUD UG and PW Group B
2.1	Startup (MUD UG / PW Group B)
2.2	Initial Data Conversion / Integration (MUD UG / PW Group B)
2.3	Pilot (MUD UG / PW Group B)
2.4	Pilot Evaluation (MUD UG/ PW Group B)
2.5	Production Data Conversion / Integration (MUD UG / PW Group B)
2.6	Production Go Live (MUD UG / PW Group B)
2.7	Enhanced Production (MUD UG / PW Group B)

1.1 Startup (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.1	Startup (MUD Plant / PW Group A)
1.1.1	Project Initiation Meeting
1.1.2	Initial Installation: Server and Designated Computers
1.1.3	Workflow and System Coding Workshop
1.1.4	Data Migration and System Integration Workshop
1.1.5	Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration
1.1.6	Work Plan Reports Review and Approval
1.1.7	Task 1.1 Acceptance

1.1.1 Project Initiation Meeting

After receipt of the Written Notice to Proceed for this project, RJN's Project Manager will work with the City of Stockton's Project Manager to schedule the Project Initiation Meeting. The agenda will be jointly created by the RJN's PM and Stockton's PM. The purpose of the Project initiation Meeting is to:

1. Establish the necessary Project Management protocols to be adhered to by all stakeholders including status reports and change control
2. Review the implementation goals and objectives with all team members
3. Examine any source documentation necessary to support the Project
4. identify all critical path schedule milestones
5. Address any outstanding scope or schedule questions that project stakeholders may have

Key Assumptions

A. Bill Kienzle will serve as Project Manager. He provides programming and technical support for Cityworks. Scott Rebman, Principal, will serve as Project Director.

B. Stockton Project Managers: Jeff Marasovich (MUD) and Tracy Pengilly (PW) or other designee.

C. The Stockton Management Team – Cityworks Project Manager and System Administrator(s), MUD PM, PW PM, IT and GIS.

D. Project Management Communication: RJN executes a phased project approach to ensure success. Beginning with the Startup Project Workshops, ongoing dialogue between project managers is essential. The most effective technique is a weekly/biweekly PM Web/Phone Conference.

Client Responsibilities

1. Stockton Project Team: Determine users that will serve as project champions and Project Team members. The Project Team members participate in workshops, conduct pilot testing, provide feedback before production and assist with production implementation in their workgroup.
2. Startup Workshops: Assemble information related to Assets/Data Sources; how work is tracked; sample reports and desired functionality (what we can't do today but need to).
3. Vendor Resources: RJN Group requests the following resources from the City of Stockton during this project.
    A. VPN Access: This will allow our staff to test configuration and operations.
    B. Remote Desktop Access to the Cityworks Application Server: This will allow our staff to install, configure test and support the system.
    C. Onsite Tasks
        1) Internet and intranet access using our notebook computers and tablets
        2) Work area – dedicated cubby for two is preferred
        3) Dedicated computer with RJN user as domain login

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.1	**Project Initiation Meeting**	1. Onsite Meeting 2. Meeting Notes 3. Agendas for Startup Workshops	1. Project Initiation Meeting occurred 2. Meeting Notes reviewed and approved 3. Agendas for Startup Workshops reviewed and approved

1.1.2 Initial Installation: Server and Designated Computers

Onsite installation of the **Cityworks Server Asset Management System (AMS) software** will be performed on the designated server and pilot computers (2 people/1 day).

Key Assumptions

A. Environments (IT/GIS): A **DEV** environment will be used for pilot and test. A **PROD** environment will be established for production / Go Live use. Optionally, a third environment **(QA)** can be created that is a highbred of **DEV** for the Cityworks System Administrators. This is typically used for initial installation and testing of new Cityworks releases.

Client Responsibilities

1. IT/GIS will provide a server and SQL Server database for Cityworks Server AMS. Attached is a copy of the hardware and software specifications.
2. IT/GIS will provide connectivity to the Enterprise GIS. This is the basis for displaying asset information and graphical features in Cityworks.
3. IT/GIS will push Cityworks icon or Bookmark to the pilot computers.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.2	**Initial Installation: Server and Designated Computers**	1. Cityworks software 2. Installation and setup on server and designated computers	1. Cityworks software received 2. Installation verified and approved. RJN will demonstrate base functionality

1.1.3 Workflow and System Coding Workshop

An onsite **Workflow and System Coding Workshop** (2 people/2 days) will be held with representatives from the Stockton Project Team. The purpose is to provide an overview of the Cityworks AMS functionality matched with the Department's workflow and informational needs. Areas to be examined will be asset information, mapping, customer service requests, work orders (PM and CM), job costing and warehouse. The outcome of the workshop will be an evaluation and review of current workflow, system wide codes and follow-up coding activities for the pilot project.

Key Assumptions

A. MUD Plant and PW Group A have existing workflows and system coding in their existing systems. These can be replicated, updated or where necessary created in the Cityworks project.

B. Follow-up activities related to workflow and system coding will use an RJN supplied set of Excel worksheets.

Client Responsibilities

1. The Stockton Project Manager will organize the workshops by two groups: MUD Plant and PW Group A. Meeting Room large enough for the group and screen for projection will be provided.
2. The Stockton Project Team will provide samples of existing workflow and system coding for MUD Plant / PW Group A.
3. The Stockton Project Team commits to completing the follow-up activities related to workflow and system coding. RJN will provide the Workflow and System Coding worksheets in Excel.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.3	**Workflow and System Coding Workshop**	1. Onsite workshop 2. Meeting Notes 3. Workshop worksheets	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed and approved 3. Worksheets received

1.1.4 Data Migration and System Integration Workshop

An onsite **Data Migration and System Integration Workshop** (2 people/2 days) will be held. The purpose is to provide an overview of Cityworks tables related to MUD Plant and PW Group A and examine existing data sources. Information that exists in other production systems that could be integrated with Cityworks will be explored. The outcome of the workshop is to:

1. Analyze data fields that will be extracted from the existing databases and create data standards.
2. Determine method of data extraction and data format.
3. Establish personnel requirements and assistance that will be needed in data conversion and extraction activities.
4. Identify functional areas that could be integrated with Cityworks
5. Determine methods of integration including frequency and direction, the mechanism triggering the integration, validation rules, and data format.
6. Establish personnel requirements and assistance that will be needed in system integration areas.

Key Assumptions

A. MUD Plant currently uses the Advantis system. Plant assets will be populated in Cityworks as an object class (collection of nonspatial data of the same type).

B. Advantis work orders will be converted into Cityworks.

C. Advantis PM Schedules may need to be recreated in Cityworks.

D. PW Group A and B data sources and integration has been cataloged as follows.

Public Works CMMS Implementation Plan					
		Existing Data	GIS	Justification	Integration(s) Required
1	Trees	Work orders in Cassworks	100% of all city street and park trees in GIS	Trina and Bob both use Cassworks for work orders and have an existing work flow. Small section + complete inventory make this the best place to start.	
2	Parks	Work orders and inspections in Cassworks.	Parks identified by parcel. • Park asset inventory (furnishings, irrigation sys., etc. can be developed later)	Park inspectors all have tablets. Staff is flexible and willing to learn. Everyone in Parks currently enters work orders.	
3	Community Enhancement	Service Requests in "Ask Stockton"	No GIS data	Small section. Existing work flow.	
4	Electrical	Work orders and preventive maintenance in Cassworks.	Street lights Traffic signals identified by intersection, not in GIS	First crew to begin using Cassworks. Staff is tech savvy. 3 laptops in use.	• H.T.E. parts inventory
5	Facilities	Work orders in H.T.E.	Facilities identified by parcel. • Facility hierarchy will need to be established	Staff is familiar with work orders	• H.T.E. parts inventory • H.T.E. billing to other depts.
6	Streets	Works orders in Cassworks.	Streets in GIS	Staff is somewhat familiar with work orders. Need better defined work flows.	• MTC Streetsaver
7	Traffic Devices	Work orders and preventive maintenance in Cassworks.	Outdated GIS information • Parking Meters • Ditches • Fences • Stops	Staff is somewhat familiar with work orders. Need better defined work flows.	
8	Fleet	Work orders in H.T.E.	No GIS data	Staff is familiar with work orders. Required integrations may take time to complete.	• Gas Boy • Contracted parts system • H.T.E. billing to other depts.
9	Traffic Engineering	Work orders in MS Access database.	Checking with T.G.	Has been resistant to using anything other than their Access database.	
10	Dispatch			Dispatch staff does not currently enter service requests for trees or parks. OK to bring on-line at the same time as the Electrical crew.	

Client Responsibilities

1. The Stockton Project Manager will organize the workshops by two group: MUD Plant and PW Group A. Meeting Room large enough for the group and screen for projection will be provided.
2. Connections into sources for system integration will be provided. HTE will be by batch process.
3. The Stockton Project Team will provide samples of existing asset data and work orders to be converted.
4. The Stockton Project Team commits to completing the follow-up activities related to data migration and system integration.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.4	**Data Migration and System Integration Workshop**	1. Onsite workshop 2. Meeting Notes	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed approved

1.1.5 Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration

As a result of the Startup workshops, the following draft work plans will be created.

The **Implementation Plan** describes the project approach and remaining phases with detail gathered from the workshops. It will list identified tasks and responsible parties. This document is the project roadmap from initial project kickoff to Go Live.

The **Data Migration Plan** will list available system wide coding tables and mapping of fields into Cityworks. The data migration plan will describe moving existing data sources (i.e. problem codes, activity codes, job logging) into Cityworks. This document will be the basis for configuring the Cityworks System Tables with validated list-of-values.

The **Data Conversion Plan** will list available data sources and mapping of source tables and fields into Cityworks (i.e. service requests, work orders).

The **System Integration Plan** will identify production systems and functional areas that could benefit from integration. The plan will describe methods for integration into Cityworks. This document will be the basis for creating database triggers or web services from source to Cityworks.

Key Assumptions

A. Data Migration, Data Conversion and System Integration are an iterative process. This project has incorporated a maximum of four (4) iterative review cycles.

   a. Initial Load in Cityworks DEV

   b. Pilot Load in Cityworks DEV

   c. Preproduction Load (Functional Acceptance and Testing) in Cityworks DEV

   d. Production Load in Cityworks PROD

B. Data Conversion of Work Order History (Advantis and CASS WORKS): Since Cityworks is the move forward work management system, some fields from Advantis and CASS WORKS may need to be mapped into user defined fields.

C. System integration is dependent on the version of the data source. For example, is the current production version of HTE the same as that which will be used when Cityworks moves into Production and Go Live?

Client Responsibilities

1. The Stockton Project Manager will provide technical schemas and data dictionaries for Advantis and HTE.
2. The Stockton Project Team commits to reviewing the draft work plans.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.5	**Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration**	1. Implementation Plan Draft 2. Data Migration Plan Draft 3. Data Conversion Plan Draft 4. System Integration Plan Draft	1. Implementation Plan Draft received 2. Data Migration Plan Draft received 3. Data Conversion Plan Draft received 4. System Integration Plan Draft received

1.1.6 Work Plan Reports Review and Approval

Based on feedback provided by the Stockton Project Team, draft work plans will be modified and updated. Final work plans will be delivered.

Key Assumptions

A. To maintain project schedule milestones, a timely review of the draft work plans will occur. The Stockton Project Team will complete the review within 7 business days from the receipt of the draft work plans.

B. RJN Group will produce final versions of the work plans within 7 business days after receiving the Stockton draft work plan feedback.

Client Responsibilities

1. The Stockton Project Team will complete the draft work plan review within 7 business days from the receipt of the draft work plans. Written feedback will be provided to RJN Group.
2. The Stockton Project Team will complete the review of the final work plans within 7 business days from the receipt of the final work plans.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.6	**Work Plan Reports Review and Approval**	1. Implementation Plan Final 2. Data Migration Plan Final 3. Data Conversion Plan Final 4. System Integration Plan Final	1. Implementation Plan Final reviewed and approved 2. Data Migration Plan Final reviewed and approved 3. Data Conversion Plan Final reviewed and approved 4. System Integration Plan Final reviewed and approved

1.1.7 Startup Acceptance

RJN will produce the 1.1 Startup Acceptance Form. This certifies that all deliverables for 1.1 have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.1 have been provided, reviewed and approved.

B. Receipt of the signed 1.1 Startup Acceptance Form will serve as authorization to RJN Group to begin work on 1.2 Initial Data Conversion / Integration.

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.1 have been provided, reviewed and approved.
2. The Stockton Project Manager will sign off on 1.1 Startup Acceptance Form and authorize RJN Group to begin work on 1.2 Initial Data Conversion / Integration.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.7	**Task 1.1 Acceptance**	1. 1.1 Startup Acceptance Form	1. Deliverables for 1.1 Startup received, reviewed and approved

1.2 Startup (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.2	**Initial Data Conversion / Integration (MUD Plant / PW Group A)**
1.2.1	**Cityworks System Configuration**
1.2.2	**Data Migration**
1.2.3	**Data Conversion**
1.2.4	**System Integration**
1.2.5	**Task 1.2 Acceptance**

1.2.1 Cityworks System Configuration

Offsite, RJN Group begins the configuration, migration, conversion and integration tasks. Worksheets were issued at the **Workflow and System Coding Workshop (1.1.3)**. These worksheets form the basis of configuring the Cityworks System. Worksheets provided during the Workflow and System Coding workshop will be reviewed and updated prior to the initial load.

Key Assumptions

A. The Workflow and System Coding worksheets will allow RJN to configure Cityworks to be in the following areas.

a) Domains. This is the City of Stockton enterprise structure (i.e. MUD and PW) that determines how employees, work orders and other information can be shared across organizational boundaries.

b) Assets and asset types associated to the enterprise structure (MUD and PW)

c) Employee Hierarchy determines security protocols for each user of the system as well as grouping of employees by department (MUD or PW) and crews.

d) Service Request Templates

e) Work Orders Templates for the maintenance activities that will be performed on each asset in the system

f) Tasks are individual work items associated with a work order.

g) Inspections can be configured and designed with the required observations and validated criteria.

h) Materials are the items in the warehouse or purchased as needed for use on a work order.

i) Equipment lists the vehicles or fixed assets (compressor, generator, barrier, et.) used on a work order.

Client Responsibilities

1. As directed by the Stockton Project Manager, the Project Team will complete the Workflow and System Coding worksheets.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.2.1	**Cityworks System Configuration**	1. Initial Cityworks System Configuration	1. Initial Cityworks System Configuration reviewed and approved

1.2.2 Data Migration

The approved Cityworks System Configuration Worksheets (1.2.1) will be loaded into the Cityworks DEV environment.

Key Assumptions

A. The Workflow and System Coding worksheets are completed and reflect the initial MUD Plant and PW Group A business process.

Client Responsibilities

1. After initial load, the Stockton Project Team will review and verify the Cityworks System Configuration loaded into DEV.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.2.2	**Data Migration**	1. Load initial Cityworks System Configuration into DEV	1. Initial Cityworks System Configuration loaded into DEV is verified and approved

1.2.3 Data Conversion

The Stockton Project Team will prepare the identified data sets to be loaded into Cityworks according to the data standards established in the Data Conversion Plan (1.1.5). Upon completion, RJN Group will inspect the data sets for consistency. A web based Data Review workshop will be held with the Stockton Project Team to analyze and determine necessary modifications or updates to the data sets prior to processing the source data into the initial loading scripts. If necessary modifications are required, the Stockton Project Team will adjust the source data deliveries files and redeliver RJN with suitable databases to be migrated into Cityworks for the initial load.

Data Conversion is an iterative process and requires feedback from the Stockton Project Team. This project has built in a maximum of four iterative review cycles: initial load (1); pilot (1); and full implementation (2). After RJN performs a load, the Stockton Project Team will review the data and list desired changes or modifications. This will serve as the basis for the next subsequent loading process.

Key Assumptions

A. MUD Plant assets (Advantis) will be populated in Cityworks as an object class (collection of nonspatial data of the same type).

B. MUD Plant work orders (Advantis) work orders will be converted into Cityworks.

C. MUD Plant PM Schedules (Advantis) may need to be recreated in Cityworks.

D. PW Group A work orders that are in CASS WORKS (Trees, Parks and Electrical) will be converted into Cityworks.

E. PW Group A PM Schedules that are in CASS WORKS (Electrical) may need to be recreated in Cityworks.

Client Responsibilities

1. The Stockton Project Team will review provide the identified MUD Plant / PW Group A datasets in accordance with the standards established in the Data Conversion Plan.
2. The Stockton Project Manager will provide a GIS technician to load the MUD Plant assets as object classes in the Stockton Enterprise GIS.
3. The Stockton Project Team will recreate PM schedules as needed in Cityworks.
4. After the initial datasets have been loaded into Cityworks DEV, the Stockton Project Team will verify the initial data conversion.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.2.3	**Data Conversion**	1. Web-based Data Conversion Review Workshop 2. Meeting Notes 3. Initial datasets are loaded into Cityworks DEV	1. Data Conversion Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial datasets loaded into Cityworks DEV is verified and approved

1.2.4 System Integration

The Stockton Project Team will prepare the identified data sources to be integrated with Cityworks according to the integration standards established in the System Integration Plan (1.1.5). Upon completion, RJN Group will inspect the data sources for consistency. A web based System Integration Review workshop will be held with the Stockton Project Team to analyze and determine necessary modifications or updates to the data sources prior to creating the initial system integration.

Key Assumptions

A. MUD Plant has not identified any system integration for this project.

B. PW Group A (Electrical) has identified HTE parts inventory as an integration to Cityworks.

Client Responsibilities

1. The Stockton Project Manager will provide an IT technician to grant necessary security rights to create designated integration.
2. After the initial integration has been created in Cityworks DEV, the Stockton Project Team will verify the accuracy of the integration routine (loader, database trigger or web service).

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.2.4	**System Integration**	1. Web-based System Integration Review Workshop 2. Meeting Notes 3. Initial integrations are created in Cityworks DEV	1. System Integration Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial integrations are created in Cityworks DEV verified and approved

1.2.5 Initial Data Conversion / Integration Acceptance

RJN will produce the 1.2 Initial Data Conversion / Integration Acceptance Form. This certifies that all deliverables for 1.2 have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.2 have been provided, reviewed and approved.

B. Receipt of the signed 1.2 Initial Data Conversion / Integration Acceptance Form will serve as authorization to RJN Group to begin work on 1.3 Pilot.

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.2 have been provided, reviewed and approved.
2. The Stockton Project Manager sign off on 1.2 Initial Data Conversion / Integration Acceptance Form and authorize RJN Group to begin work on 1.3 Pilot.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.2.5	**Task 1.2 Acceptance**	1. 1.2 Initial Data Conversion / Integration Acceptance Form	1. Deliverables for 1.2 Initial Data Conversion / Integration received, reviewed and approved

1.3 Pilot (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.3	**Pilot (MUD Plant / PW Group A)**
1.3.1	**Pilot Configuration**
1.3.2	**Pilot Training**
1.3.3	**Pilot Support**
1.3.4	**Task 1.3 Acceptance**

1.3.1 Pilot Configuration

Prior to the pilot training, System Configuration and Data Migration (2 people/1 day) will be provided. The following tasks will be loaded, created and established in **Cityworks DEV**.

1. Load the Pilot Cityworks System Configuration (Pilot Data Migration). This includes the Pilot Users and security profiles.
2. Load the Pilot datasets (Pilot Data Conversion)
3. Create the Pilot integrations (Pilot System Integration)

Key Assumptions

A. These loading activities, datasets and integrations will be the basis of the second iterative review cycle.

Client Responsibilities

1. Establish and verify Pilot users and security profiles. A worksheet provided at the 1.2 Startup Workshops will be used for this task.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.3.1	**Pilot Configuration / User Setup**	1. Load Pilot Cityworks System Configuration into DEV 2. Pilot datasets are loaded into Cityworks DEV 3. Pilot integrations are created in Cityworks DEV	1. Pilot Cityworks System Configuration loaded in DEV are verified and approved 2. Pilot datasets loaded in Cityworks DEV are verified and approved 3. Pilot integrations loaded in Cityworks DEV are verified and approved

1.3.2 Pilot Training

Onsite training (2 people/4 days) will be provided to the MUD Plant and PW Group A Project Team. The purpose of the pilot training is to provide hands on usage of the application and allow the Project Team to evaluate workflows, examine data, test maintenance activities and create SOP's (Standard Operating Procedures) during the Pilot period.

Key Assumptions

A. The Training Agenda that was established in the Implementation Plan will be reviewed and modified by the Project Managers prior to Pilot Training.

B. RJN will use Cityworks documentation supplemented by hands on activities for training and after training reference.

C. Training Activities will be grouped by MUD Plant and PW Group A. This can be accomplished by two full days for each group or four half day sessions (i.e. morning sessions are MUD Plant and afternoon sessions are PW Group A).

D. Training Room will have individual workstations with a maximum of 10 students. A screen or wall large enough for projection will be made available.

E. Connectivity to Cityworks will be established and verified before RJN arrives onsite to perform Pilot Training.

Client Responsibilities

1. Coauthor and update the Pilot Training Agenda prior to Pilot Training
2. Establish groupings and users by MUD Plant and PW Group A.
3. Secure training room with individual workstations for a maximum of ten students and a screen or wall large enough for projection.
4. Establish and verify connectivity to Cityworks before RJN arrives onsite to perform Pilot Training.
5. Mobile users: Ensure wireless connectivity on mobile devices.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.3.2	**Pilot Training**	1. Onsite Pilot Training	1. Pilot Training occurred

1.3.3 Pilot Support

For a period of thirty (30) to sixty (60) days following the conclusion of pilot training, the Project Team will perform the evaluation tasks using Cityworks. These tasks include evaluate workflows, examine data, test maintenance activities and create SOP's (Standard Operating Procedures). RJN will provide the Project Team with a feedback database application to record any errors that may occur and to annotate suggested updates or modifications. During the pilot, weekly web sessions / phone conferences will occur between the Project Team and the RJN Group Project Manager.

Key Assumptions

A. The Project Team dedicates the time on a weekly basis to test the system by doing maintenance activity scenarios from service request, identifying the problem, creating a work order, performing maintenance activity.

B. Weekly web session / phone conferences will be established.

C. The feedback database will be transferred to RJN on a weekly basis and reviewed during weekly phone conference.

D. A sample SOP template will be provided to the Project Team. This document can be edited and refined to illustrate the MUD Plant and PW Group A SOP's for performing maintenance scenarios.

Client Responsibilities

1. The Project Team will work in dedicated blocks of time on a weekly basis to test the system by doing maintenance activity scenarios from service request, identifying the problem, creating a work order, performing maintenance activity.
2. The Project Manager and Project Team members as needed will attend weekly web sessions / phone conferences.
3. The Project Team will annotate and keep up-to-date the feedback database.
4. The Project Team members will begin to update and modify the supplied SOP template to reflect MUD Plant and PW Group A SOP's for performing maintenance scenarios.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.3.3	**Pilot Support**	1. Pilot Support through web sessions and phone conferences.	1. Pilot Support occurred.

1.3.4 Pilot Training Acceptance

RJN will produce the 1.3 Pilot Training Acceptance Form. This certifies that all deliverables for 1.3 have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.3 have been provided, reviewed and approved.

B. Receipt of the signed 1.3 Pilot Training Acceptance Form will serve as authorization to RJN Group to begin work on 1.4 Pilot Evaluation.

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.3 have been provided, reviewed and approved.

2. The Stockton Project Manager sign off on 1.3 Pilot Training Acceptance Form and authorize RJN Group to begin work on 1.4 Pilot Evaluation.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.3.4	**Task 1.3 Acceptance**	1. 1.3 Pilot Acceptance Form	1. Deliverables for 1.3 Pilot received, reviewed and approved

1.4 Pilot Evaluation (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.4	**Pilot Evaluation (MUD Plant / PW Group A)**
1.4.1	**Pilot Evaluation Workshop**
1.4.2	**Functional Acceptance and Test Plan**
1.4.3	**Task 1.4 Acceptance**

1.4.1 Pilot Evaluation Workshop

At the conclusion of the pilot, RJN's Project Manager and the Stockton Project Team will conduct a web based pilot evaluation workshop. The outcome of the pilot evaluation will be a list of necessary action steps that are required prior to going into full production.

Key Assumptions

A. The Project Team has sufficiently tested the MUD Plant and PW Group A workflows and maintenance scenarios.

B. The feedback database is current and prioritized prior to RJN arriving onsite.

Client Responsibilities

1. Meeting Room large enough for the group and screen for projection will be provided.
2. The Stockton Project Manager will verify the feedback database is current and prioritized.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.4.1	**Pilot Evaluation Workshop**	1. Web based workshop	1. Pilot Evaluation Workshop occurred

1.4.2 Functional Acceptance and Test Plan

As an outcome of the Pilot Evaluation Workshop, a list of necessary action steps that are required prior to going into full production will be addressed. These action steps will be incorporated into the **Functional Acceptance and Test Plan (FATP)**. The Functional Acceptance and Test Plan will be created by the RJN Group and executed by the Stockton Project Manager.

The third (3rd) iteration of configuration and data known as the Preproduction Load (Functional Acceptance and Testing) will be loaded in **Cityworks DEV**

1. Load the Preproduction Cityworks System Configuration.
2. Load the Preproduction datasets (Preprod Data Conversion)
3. Create the Preproduction integrations (Preprod System Integration)

At the end of this testing period and successful execution of the Functional Acceptance and Test Plan, the Stockton Project Manager will issue a formal functional acceptance to RJN and the teams will prepare for the GO LIVE Implementation. A target date will be scheduled for onsite full production and Go Live activities

Key Assumptions

A. Action items identified as necessary and essential prior to going into full production have been addressed with updates, modifications or workarounds. These items could be the responsibility of RJN Group or the City of Stockton. Those items that fall under RJN Group's category must fall within the scope of services listed in this document. Items that are beyond the scope of services as outlined in the work plans may be subject to change order and additional cost.

Client Responsibilities

1. Execute and perform initial Functional Acceptance and Test Plan. Document items as pass or fail.
2. Execute and perform final Functional Acceptance and Test Plan.
3. Issue a formal functional acceptance to RJN and prepare for the GO LIVE Implementation

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.4.2	**Functional Acceptance and Test Plan**	1. Preproduction Configuration, Data Conversion and Integrations in DEV 2. Functional Acceptance and Test Plan 3. Make adjustments that received a fail from FATP and are RJN's responsibilities	1. Preproduction Configuration, Data Conversion and Integrations in DEV are verified 2. Functional Acceptance and Test Plan reviewed and approved 3. Execute Functional Acceptance and Test Plan and document issues as pass or fail. 4. Execute Functional Acceptance and Test Plan (Final) 5. Issue functional acceptance verify all items have passed.

1.4.3 Pilot Evaluation Acceptance

RJN will produce the 1.4 Pilot Evaluation Acceptance Form. This certifies that all deliverables for 1.4 have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.4 have been provided, reviewed and approved.

B. Receipt of the signed 1.4 Pilot Evaluation Acceptance Form will serve as authorization to RJN Group to begin work on 1.5 Preproduction Data Conversion / Integration.

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.4 have been provided, reviewed and approved.

2. The Stockton Project Manager will sign off on 1.4 Pilot Evaluation Acceptance Form and authorize RJN Group to begin work on 1.5 Preproduction Data Conversion / Integration.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.4.3	**Task 1.4 Acceptance**	1. 1.4 Pilot Evaluation Acceptance Form	1. Deliverables for 1.4 Pilot Evaluation received, reviewed and approved

1.5 Production Data Conversion / Integration (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.5	**Production Data Conversion / Integration (MUD Plant / PW Group A)**
1.5.1	**Production Data Conversion and Integration**
1.5.2	**Production Test Plan**
1.5.3	**Task 1.5 Acceptance**

1.5.1 Production Data Conversion / Integration

The Stockton Project Team will prepare the production ready data sets to be loaded into Cityworks according to the data standards established in the **Functional Acceptance and Test Plan**.

The fourth (4th) iteration of configuration and data known as the Production Load will be loaded in **Cityworks PROD.**

1. Load the Production Cityworks System Configuration (Prod Configuration)
2. Load the Production datasets (Prod Data Conversion)
3. Create the Production integrations (Prod System Integration)

Key Assumptions

A. With the Production Level Load, no additional data in Advantis or CASS WORKS will be converted for MUD Plant and PW Group A. Users can continue to use Advantis or CASS WORKS to query information prior to receiving Production Training and System Go Live.

Client Responsibilities

1. The Stockton Project Team will notify MUD Plant / PW Group A Users of the Production cut over date to Cityworks. Users will be informed that no additional data in Advantis or CASS WORKS will be converted after this date.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.5.1	**Production Data Conversion and Integration**	1. Production Configuration, Data Conversion and Integrations in PROD	1. Production Configuration, Data Conversion and Integrations in PROD are verified

1.5.2 Production Test Plan

The Stockton PM will execute a **Production Test Plan** to ensure a smooth transition into Production. The Production Test Plan is a hybrid of critical areas to rapidly validate the Production Data before Go Live. The RJN Project Manager and the Stockton Project Manager will create the Production Test Plan prior to this task

Key Assumptions

A. Typically, Production Data Load tasks occur on Friday, Saturday or Sunday prior to RJN being onsite for Production activities the following Monday.

Client Responsibilities

1. The Stockton PM will execute the Production Level Test Plan on the Friday, Saturday or Sunday prior to RJN being onsite for Production activities the following Monday.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.5.2	**Production Test Plan**	1. Production Test Plan 2. Make adjustments that received a fail from PTP and are RJN's responsibilities	1. Execute Production Test Plan and document issues as pass or fail. 2. Execute Production Test Plan (Final) 3. Issue Production Test acceptance and verify all items have passed.

1.5.3 Production Data Conversion / Integration Acceptance

RJN will produce the 1.5 Production Data Conversion / Integration Acceptance Form. This certifies that all deliverables for 1.5 have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.5 have been provided, reviewed and approved.

B. Receipt of the signed 1.5 Production Data Conversion / Integration Acceptance Form will serve as authorization to RJN Group to begin work on 1.6 Production Go Live

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.5 have been provided, reviewed and approved.
2. The Stockton Project Manager will sign off on 1.5 Production Data Conversion / Integration Acceptance Form and authorize RJN Group to begin work on 1.6 Production Go Live.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.5.3	**Task 1.5 Acceptance**	1. 1.5 Production Data Conversion / Integration Acceptance Form	1. Deliverables for 1.5 Production Data Conversion / Integration received, reviewed and approved

1.6 Production Go Live (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.6	**Production Go Live (MUD Plant / PW Group A)**
1.6.1	**Production Configuration**
1.6.2	**Production Training**
1.6.3	**Go Live Support**
1.6.4	**Production Acceptance**

1.6.1 Production Configuration

Production configuration (2 people/1 day) will occur on the Cityworks server. The RJN Production Team will execute the **Production Test Plan.** Throughout the duration of this project, the current version of Advantis and CASS WORKS will be run as the PRODUCTION CMMS. During the development, pilot and testing phase, Cityworks will be run in DEV mode in parallel with Advantis and CASS WORKS. At production cutover, a final date will be established to have new service requests and work orders created in Cityworks (PROD and GO LIVE). At that point Cityworks is the PRODUCTION CMMS for MUD Plant / PW Group A.

Key Assumptions

A. All MUD Plant and PW Group A users have been created in Cityworks.

Client Responsibilities

1. The Stockton Project Team will spot check MUD Plant and PW Group A user logins.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.6.1	**Production Configuration**	1. Execute Production test Plan	1. Spot Check User Logins and approve

1.6.2 Production Training

Production level instructional activities (2 people/4 days) will be provided for designated work groups. The specific content and sequence of instructional activities will be mutually determined based upon feedback from the Pilot Training, desired end users and Stockton's SOP's (Standard Operating Procedures). The outcome of the instructional activities will allow the MUD Plant and PW Group A end users to move into daily production use of Cityworks.

Key Assumptions

A. The Training Agenda that was established in the Implementation Plan will be reviewed and modified by the Project Managers prior to Production Training.

B. RJN will use Cityworks documentation and the Stockton's SOP's (Standard Operating Procedures) supplemented by hands on activities for training and after training reference.

C. Training Activities will be grouped by MUD Plant and PW Group A. This can be accomplished by using full days for each group or half day sessions (i.e. morning sessions are MUD Plant and afternoon sessions are PW Group A).

D. Training Room will have individual workstations with a maximum of 10 students. A screen or wall large enough for projection will be made available.

E. Connectivity to Cityworks will be established and verified before RJN arrives onsite to perform Production Training.

Client Responsibilities

1. Update and modify the Production Training Agenda prior to Production Training.
2. Establish groupings and users by MUD Plant and PW Group A.
3. Secure training room with individual workstations for a maximum of ten students and a screen or wall large enough for projection.
4. Establish and verify connectivity to Cityworks before RJN arrives onsite to perform Production Training.
5. Mobile users: Ensure wireless connectivity on mobile devices.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.6.2	**Production Training**	1. Onsite Production Training	1. Production Training occurred

1.6.3 Go Live Support

RJN will provide onsite technical assistance (2 people/4 days) during the initial **Go Live.** Tasks include additional individual training and providing workflow assistance to end users. The benefit to the MUD Plant and PW Group A staff is a predictable and smooth start to using the software on a daily production basis.

Key Assumptions

A. Go Live Support will begin immediately following Production Training.

Client Responsibilities

1. Based on Production Training and initial production start of Cityworks, the Stockton Project Manager will prioritize the follow-up activities on a daily basis during Go Live week.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.6.3	**Go Live Support**	1. Onsite Go Live Support	1. Go Live Support occurred.

1.6.4 Production Acceptance

Following the onsite Go Live Implementation, the Stockton Project Team has 30 days from the beginning of Go Live to issue a Production Acceptance of the system.

RJN will produce the 1.6 Production Go Live Acceptance Form. This certifies that all deliverables for 1.6 Production Go Live have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.6 have been provided, reviewed and approved.

B. Receipt of the signed 1.6 Production Go Live Acceptance Form will serve as authorization to RJN Group to begin work on 1.7 Enhanced Production as well as begin Phase 2 Cityworks Implementation for MUD Plant / PW Group A

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.6 have been provided, reviewed and approved.
2. The Stockton Project Manager will sign off on 1.6 Production Go Live Acceptance Form and authorize RJN Group to begin work on 1.7 Enhanced Production as well as begin Phase 2 Cityworks Implementation for MUD Underground / PW Group B.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.6.4	**Production Acceptance**	1. 1.6 Production Go Live Acceptance Form	1. Deliverables for 1.6 Production Go Live received, reviewed and approved

1.7 Enhanced Production (MUD Plant / PW Group A)

WBS	ACTIVITIES / TASKS
1.7	**Enhanced Production (MUD Plant / PW Group A)**
1.7.1	**Crystal Reports Development**
1.7.2	**Advanced Production Training**
1.7.3	**Production Support**
1.7.4	**Task 1.7 Acceptance**

1.7.1 Crystal Reports Development

As an outgrowth of Production and Go Live, the MUD Plant and PW Group A staff will identify reporting requirements. RJN will provide eighty (80) hours of Crystal Reports development.

Key Assumptions

A. Reports designated for Crystal Reports Development should be detailed beyond the configuration capabilities of standard Cityworks reports.

B. MyCityworks.com provides users with sample Crystal Reports that have been created by Cityworks users. They are free and can be configured and modified for Stockton's use.

Client Responsibilities

1. The Stockton Project Team will provide a design markup and detailed description of the requested reports.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.7.1	**Crystal Reports Development**	1. Designated Crystal Reports	1. Designated Crystal Reports received and approved (each)

1.7.2 Advanced Production Training

Advanced Production level instructional activities (1 person/3 Days) will be provided for designated work groups. The specific content and sequence of instructional activities will be mutually determined based upon feedback from the Stockton Project Team.

Key Assumptions

A. The Training Agenda will be created by the RJN and Stockton Project Managers prior to Advanced Production Training.

B. Training Room will have individual workstations with a maximum of 10 students. A screen or wall large enough for projection will be made available.

C. Connectivity to Cityworks will be established and verified before RJN arrives onsite to perform Production Training.

Client Responsibilities

1. Create the Advanced Production Training Agenda prior to Advanced Production Training.
2. Establish groupings and users by MUD Plant and PW Group A.
3. Secure training room with individual workstations for a maximum of ten students and a screen or wall large enough for projection.
4. Establish and verify connectivity to Cityworks before RJN arrives onsite to perform Production Training.
5. Mobile users: Ensure wireless connectivity on mobile devices.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.7.2	**Advanced Production Training**	1. Onsite Advanced Production Training	1. Advanced Production Training occurred

1.7.3 Production Support

Upon Production Acceptance, RJN will provide Production Support (maximum of 80 hours) for a period of nine months from the date of Production Acceptance. Production Support are tasks requested by the Stockton Project Team that require assistance or modifications to system that were not anticipated or are now needed based on production use of Cityworks. An allocation of hours has been created to support this task.

Key Assumptions

A. Production Support will be initiated through the Stockton Project Manager.

B. Contact the RJN Project manager to discuss task and follow-up.

C. Customizations / Enhanced Programming: Cityworks is delivered and supported as a standard COTS (Commercial Off-the-Shelf) solution. The solution must be used as is - there are no customizations or paid enhanced programming capabilities. If a feature is deemed important that is not present in the current standard version, then it will be submitted as a potential feature to be developed in future versions**.**

Client Responsibilities

1. Production Support will be initiated through the Stockton Project Manager and made to the RJN Project Manager

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.7.3	**Production Support**	1. Production Support through web sessions and phone conferences. 2. Deliverables that are defined through Production Support.	1. Production Support occurred. 2. Production Support deliverables are reviewed and accepted.

1.7.4 Enhanced Production Acceptance

RJN will produce the 1.7 Enhanced Production Acceptance Form. This certifies that all deliverables for 1.7 Enhanced Production have been provided, reviewed and approved.

Key Assumptions

A. All deliverables for 1.7 have been provided, reviewed and approved.

Client Responsibilities

1. The Stockton Project Manager will certify that all deliverables for 1.7 have been provided, reviewed and approved.
2. The Stockton Project Manager will sign off on 1.7 Enhanced Production Acceptance Form.

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.7.4	**Enhanced Production Acceptance**	1. 1.7 Enhanced Production Acceptance Form	1. Deliverables for 1.7 Enhanced Production received, reviewed and approved

Phase 2 MUD Underground / PW Group B

2	Phase 2 Cityworks Implementation for MUD UG and PW Group B
2.1	Startup (MUD UG / PW Group B)
2.2	Initial Data Conversion / Integration (MUD UG / PW Group B)
2.3	Pilot (MUD UG / PW Group B)
2.4	Pilot Evaluation (MUD UG/ PW Group B)
2.5	Production Data Conversion / Integration (MUD UG / PW Group B)
2.6	Production Go Live (MUD UG / PW Group B)
2.7	Enhanced Production (MUD UG / PW Group B)

Scope of Services Overview

Phase 2 **activities/tasks** have the same scope of services as listed in this document. The WBS follows the same tasks and numbering sequence (1x becomes 2x). The difference is Phase 2 serves MUD Underground / PW Group B users. Areas related to data conversion, data migration and system integration pertain to the data sources of MUD Underground / PW Group B.

To conserve length in this document, the detailed scope of work for Phase 2 will be included in the Project Initiation Meeting.

HARDWARE / SOFTWARE

The following items summarize the hardware and software solution.

ID	Hardware / Software
1	IT/GIS will provide a server and SQL Server database for Cityworks Server AMS. Attached is a copy of the hardware and software specifications.
2	IT/GIS will provide connectivity to the Enterprise GIS. This is the basis for displaying asset information and graphical features in Cityworks.
3	Environments (IT/GIS): A DEV environment will be used for pilot and test. A PROD environment will be established for production / Go Live use.
4	Remote Connectivity: IT will provide wireless internet connectivity for maintenance technicians using field based computers.
5	Customizations / Enhanced Programming: Cityworks is delivered and supported as a standard COTS (Commercial Off-the-Shelf) solution. The solution must be used as is - there are no customizations or paid enhanced programming capabilities. If a feature is deemed important that is not present in the current standard version, then it will be submitted as a potential feature to be developed in future versions.

ISSUES AND DEPENDENCIES

Stockton should have the same version of Cityworks Server AMS installed in DEVELOPMENT **(DEV)** as in PRODUCTION (**PROD).** This will ensure that testing is consistently representing the future implemented architecture.

TRAINING METHODOLOGY

Key training efforts and tasks will be outlined in the **Implementation Plan**. Training will be provided onsite. Topics, hands on activities, and learner grouping are mutually determined. Typical grouping includes:

Maintenance Technicians: Asset information and history, service requests, work order processing, and query options
Maintenance Supervisors: Same as maintenance technicians with additional emphasis on work accomplishment queries and reports
Call Center: Taking service calls, making work orders, close out options, query techniques and reports
Utility Supervisors: Query options, reports and dashboard information
System Administrator: All facets of the system, operations and security

Training Prerequisites

Cityworks is a GIS centric application. As such, end users should be proficient in basic GIS navigation techniques and awareness of the City of Stockton GIS features prior to training.

DOCUMENTATION

Included with Cityworks is a standard set of documentation in PDF format. These documents illustrate the general "How to Functions" of the Cityworks Server AMS Software.

As part of the implementation of Cityworks, the Stockton Project Team needs to create a Workflow SOP. This document shows end users how to perform specific job tasks (taking a customer request, creating a work order, closing a work order, etc.) matched with the Stockton Workflow (required fields, procedures, etc.).

DELIVERABLES

All project deliverables and documentation will become the property of the City of Stockton and will be delivered in a native format (Word, Excel) with no password protection.

PRICING AND INVOICING

This is a time and materials contract with a not to exceed amount with RJN. Change control is in effect and all change orders must be approved with a PO prior to any work being completed outside the scope of the final approved proposal.

Invoicing will use a similar format to the previous RJN projects. This format will allow for tracking time, tasks and dollars with detail provided by date and services performed. The Project WBS and task numbers with percent complete will be listed on the invoice. For onsite travel, copies of receipts for direct expenses (airfare, rental car, gas, lodging and food) will be included.

Invoices will be produced on a monthly basis. Actual time spent on tasks (listed by the Project WBS) and actual cost for direct expenses for the month will be submitted. Backup to invoice will include task by RJN employee (or Project Resources).

PROJECT RETAINAGE

Ten percent (10 %) retainage per monthly invoice will be held by the City of Stockton. At the conclusion of each **phase/activity**, RJN will present a Phase/Activity Acceptance Form. Upon completion sign off of each activity (1.1, 1.2 etc. on the WBS chart), the City will return 5%. Upon completion and sign off of each phase (Phase1 and 2), the City will release the 5% that was held from the monthly billings of that phase.

The following chart shows the Project WBS. There are two phases to the project with seven retainage points in each phase.

WBS	PHASE / ACTIVITIES
1	Phase 1 Cityworks Implementation for MUD and PW Group A
1.1	Startup (MUD Plant / PW Group A)
1.2	Initial Data Conversion / Integration (MUD Plant / PW Group A)
1.3	Pilot (MUD Plant / PW Group A)
1.4	Pilot Evaluation (MUD Plant / PW Group A)
1.5	Production Data Conversion / Integration (MUD Plant / PW Group A)
1.6	Production Go Live (MUD Plant / PW Group A)
1.7	Enhanced Production (MUD Plant / PW Group A)
2	Phase 2 Cityworks Implementation for MUD UG and PW Group B
2.1	Startup (MUD UG / PW Group B)
2.2	Initial Data Conversion / Integration (MUD UG / PW Group B)
2.3	Pilot (MUD UG / PW Group B)
2.4	Pilot Evaluation (MUD UG/ PW Group B)
2.5	Production Data Conversion / Integration (MUD UG / PW Group B)
2.6	Production Go Live (MUD UG / PW Group B)
2.7	Enhanced Production (MUD UG / PW Group B)

PROJECT SCHEDULE

Attached to this document is the general project schedule based on the **phase/activity** as listed in this Scope of Services. As an outcome of the Startup Project Workshops, we will include a revised project schedule in the Implementation Plan.

DELIVERABLES AND ACCEPTANCE CRITERIA

Attached to this document is the deliverables and acceptance criteria by **activity/task** as listed in this Scope of Services. As an outcome of the Startup Project Workshops, we will include a revised deliverables and acceptance criteria list in the Implementation Plan.

Statement of Work: City of Stockton
Municipal Utilities Department and Public Works Department
Computerized Maintenance Management System – PUR (12-088)

Deliverables and Acceptance Criteria

WBS	Task	Deliverables	Acceptance Criteria
1.1.1	**Project Initiation Meeting**	1. Web based Meeting 2. Meeting Notes 3. Agendas for Startup Workshops	1. Project Initiation Meeting occurred 2. Meeting Notes reviewed and approved 3. Agendas for Startup Workshops reviewed and approved
1.1.2	**Initial Installation: Server and Designated Computers**	1. Cityworks software 2. Installation and setup on server and designated computers	1. Cityworks software received 2. Installation verified and approved. RJN will demonstrate base functionality
1.1.3	**Workflow and System Coding Workshop**	1. Onsite workshop 2. Meeting Notes 3. Workshop worksheets	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed and approved 3. Worksheets received
1.1.4	**Data Migration and System Integration Workshop**	1. Onsite workshop 2. Meeting Notes	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed approved
1.1.5	**Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration**	1. Implementation Plan Draft 2. Data Migration Plan Draft 3. Data Conversion Plan Draft 4. System Integration Plan Draft	1. Implementation Plan Draft received 2. Data Migration Plan Draft received 3. Data Conversion Plan Draft received 4. System Integration Plan Draft received

1.1.6	**Work Plan Reports Review and Approval**	1. Implementation Plan Final 2. Data Migration Plan Final 3. Data Conversion Plan Final 4. System Integration Plan Final	1. Implementation Plan Final reviewed and approved 2. Data Migration Plan Final reviewed and approved 3. Data Conversion Plan Final reviewed and approved 4. System Integration Plan Final reviewed and approved
1.1.7	**Task 1.1 Acceptance**	1. 1.1 Startup Acceptance Form	1. Deliverables for 1.1 Startup received, reviewed and approved
1.2.1	**Cityworks System Configuration**	1. Initial Cityworks System Configuration	1. Initial Cityworks System Configuration reviewed and approved
1.2.2	**Data Migration**	1. Load initial Cityworks System Configuration into DEV	1. Initial Cityworks System Configuration loaded into DEV is verified and approved
1.2.3	**Data Conversion**	1. Web-based Data Conversion Review Workshop 2. Meeting Notes 3. Initial datasets are loaded into Cityworks DEV	1. Data Conversion Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial datasets loaded into Cityworks DEV is verified and approved
1.2.4	**System Integration**	1. Web-based System Integration Review Workshop 2. Meeting Notes 3. Initial integrations are created in Cityworks DEV	1. System Integration Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial integrations are created in Cityworks DEV verified and approved
1.2.5	**Task 1.2 Acceptance**	1. 1.2 Initial Data Conversion / Integration Acceptance Form	1. Deliverables for 1.2 Initial Data Conversion / Integration received, reviewed and approved
1.3.1	**Pilot Configuration**	1. Load Pilot Cityworks System Configuration into DEV 2. Pilot datasets are loaded into Cityworks DEV 3. Pilot integrations are created in Cityworks DEV	1. Pilot Cityworks System Configuration loaded in DEV are verified and approved 2. Pilot datasets loaded in Cityworks DEV are verified and approved 3. Pilot integrations loaded in Cityworks DEV are verified and approved
1.3.2	**Pilot Training**	1. Onsite Pilot Training	1. Pilot Training occurred

1.3.3	**Pilot Support**	1. Pilot Support through web sessions and phone conferences.	1. Pilot Support occurred.
1.3.4	**Task 1.3 Acceptance**	1. 1.3 Pilot Acceptance Form	1. Deliverables for 1.3 Pilot received, reviewed and approved
1.4.1	**Pilot Evaluation Workshop**	1. Web based workshop	1. Pilot Evaluation Workshop occurred
1.4.2	**Functional Acceptance and Test Plan**	1. Preproduction Configuration, Data Conversion and Integrations in DEV 2. Functional Acceptance and Test Plan 3. Make adjustments that received a fail from FATP and are RJN's responsibilities	1. Preproduction Configuration, Data Conversion and Integrations in DEV are verified 2. Functional Acceptance and Test Plan reviewed and approved 3. Execute Functional Acceptance and Test Plan and document issues as pass or fail. 4. Execute Functional Acceptance and Test Plan (Final) 5. Issue functional acceptance verify all items have passed.
1.4.3	**Task 1.4 Acceptance**	1. 1.4 Pilot Evaluation Acceptance Form	1. Deliverables for 1.4 Pilot evaluation received, reviewed and approved
1.5.1	**Production Data Conversion and Integration**	1. Production Configuration, Data Conversion and Integrations in PROD	1. Production Configuration, Data Conversion and Integrations in PROD are verified
1.5.2	**Production Test Plan**	1. Production Test Plan 2. Make adjustments that received a fail from PTP and are RJN's responsibilities	1. Execute Production Test Plan and document issues as pass or fail. 2. Execute Production Test Plan (Final) 3. Issue Production Test acceptance and verify all items have passed.
1.5.3	**Task 1.5 Acceptance**	1. 1.5 Production Data Conversion / Integration Acceptance Form	1. Deliverables for 1.5 Production Data Conversion / Integration received, reviewed and approved
1.6.1	**Production Configuration**	1. Execute Production test Plan	1. Spot Check User Logins and approve

1.6.2	**Production Training**	1. Onsite Production Training	1. Production Training occurred
1.6.3	**Go Live Support**	1. Onsite Go Live Support	1. Go Live Support occurred.
1.6.4	**Production Acceptance**	1. 1.6 Production Go Live Acceptance Form	1. Deliverables for 1.6 Production Go Live received, reviewed and approved
1.7.1	**Crystal Reports Development**	1. Designated Crystal Reports	1. Designated Crystal Reports received and approved (each)
1.7.2	**Advanced Production Training**	1. Onsite Advanced Production Training	1. Advanced Production Training occurred
1.7.3	**Production Support**	1. Production Support through web sessions and phone conferences. 2. Deliverables that are defined through Production Support.	1. Production Support occurred. 2. Production Support deliverables are reviewed and accepted.
1.7.4	**Task 1.7 Acceptance**	1. 1.7 Enhanced Production Acceptance Form	1. Deliverables for 1.7 Enhanced Production received, reviewed and approved

WBS	ACTIVITIES / TASKS
1	**Cityworks Implementation for MUD Plant and PW Group A**
1.1	**Startup (MUD Plant / PW Group A)**
1.1.1	Project Initiation Meeting
1.1.2	Initial Installation: Server and Designated Computers
1.1.3	Workflow and System Coding Workshop
1.1.4	Data Migration and System Integration Workshop
1.1.5	Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration
1.1.6	Work Plan Reports Review and Approval
1.1.7	Task 1.1 Acceptance
1.2	**Initial Data Conversion / Integration (MUD Plant / PW Group A)**
1.2.1	Cityworks System Configuration
1.2.2	Data Migration
1.2.3	Data Conversion
1.2.4	System Integration
1.2.5	Task 1.2 Acceptance
1.3	**Pilot (MUD Plant / PW Group A)**
1.3.1	Pilot Configuration
1.3.2	Pilot Training
1.3.3	Pilot Support
1.3.4	Task 1.3 Acceptance
1.4	**Pilot Evaluation (MUD Plant / PW Group A)**
1.4.1	Pilot Evaluation Workshop
1.4.2	Functional Acceptance and Test Plan
1.4.3	Task 1.4 Acceptance
1.5	**Production Data Conversion / Integration (MUD Plant / PW Group A)**
1.5.1	Production Data Conversion and Integration
1.5.2	Production Test Plan
1.5.3	Task 1.5 Acceptance
1.6	**Production Go Live (MUD Plant / PW Group A)**
1.6.1	Production Configuration
1.6.2	Production Training
1.6.3	Go Live Support
1.6.4	Production Acceptance
1.7	**Enhanced Production (MUD Plant / PW Group A)**
1.7.1	Crystal Reports Development

1.7.2	Advanced Production Training
1.7.3	Production Support
1.7.4	Task 1.7 Acceptance

Phase 2 MUD Underground / PW Group B

WBS	ACTIVITIES / TASKS
2	**Cityworks Implementation for MUD UG and PW Group B**
2.1	**Startup (MUD UG / PW Group B)**
2.1.1	Phase 2 Initiation Meeting
2.1.2	Installation: Designated Computers
2.1.3	Workflow and System Coding Workshop
2.1.4	Data Migration and System Integration Workshop
2.1.5	Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration
2.1.6	Work Plan Reports Review and Approval
2.1.7	Task 1.1 Acceptance
2.2	**Initial Data Conversion / Integration (MUD UG / PW Group B)**
2.2.1	Cityworks System Configuration
2.2.2	Data Migration
2.2.3	Data Conversion
2.2.4	System Integration
2.2.5	Task 2.2 Acceptance
2.3	**Pilot (MUD UG / PW Group B)**
2.3.1	Pilot Configuration
2.3.2	Pilot Training
2.3.3	Pilot Support
2.3.4	Task 2.3 Acceptance
2.4	**Pilot Evaluation (MUD UG / PW Group B)**
2.4.1	Pilot Evaluation Workshop
2.4.2	Functional Acceptance and Test Plan
2.4.3	Task 2.4 Acceptance
2.5	**Production Data Conversion / Integration (MUD UG / PW Group B)**
2.5.1	Production Data Conversion and Integration
2.5.2	Production Test Plan
2.5.3	Task 2.5 Acceptance
2.6	**Production Go Live (MUD UG / PW Group B)**
2.6.1	Production Configuration
2.6.2	Production Training
2.6.3	Go Live Support
2.6.4	Production Acceptance

2.7	**Enhanced Production (MUD UG / PW Group B)**
2.7.1	Crystal Reports Development
2.7.2	Advanced Production Training
2.7.3	Production Support
2.7.4	Task 2.7 Acceptance

WBS	Task	Deliverables	Acceptance Criteria
2.1.1	**Phase 2 Initiation Meeting**	1. Web based Meeting 2. Meeting Notes 3. Agendas for Startup Workshops	1. Phase 2 Initiation Meeting occurred 2. Meeting Notes reviewed and approved 3. Agendas for Startup Workshops reviewed and approved
2.1.2	**Installation: Designated Computers**	1. Installation and setup on designated computers	1. Installation verified and approved
2.1.3	**Workflow and System Coding Workshop**	1. Onsite workshop 2. Meeting Notes 3. Workshop worksheets	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed and approved 3. Worksheets received
2.1.4	**Data Migration and System Integration Workshop**	1. Onsite workshop 2. Meeting Notes	1. Workflow and System Coding Workshop occurred 2. Meeting Notes reviewed approved
2.1.5	**Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration**	1. Implementation Plan Draft 2. Data Migration Plan Draft 3. Data Conversion Plan Draft 4. System Integration Plan Draft	1. Implementation Plan Draft received 2. Data Migration Plan Draft received 3. Data Conversion Plan Draft received 4. System Integration Plan Draft received
2.1.6	**Work Plan Reports Review and Approval**	1. Implementation Plan Final 2. Data Migration Plan Final 3. Data Conversion Plan Final 4. System Integration Plan Final	1. Implementation Plan Final reviewed and approved 2. Data Migration Plan Final reviewed and approved 3. Data Conversion Plan Final reviewed and approved 4. System Integration Plan Final reviewed and approved
2.1.7	**Task 2.1 Acceptance**	1. 2.1 Startup Acceptance Form	1. Deliverables for 2.1 Startup received, reviewed and approved
2.2.1	**Cityworks System Configuration**	1. Initial Cityworks System Configuration	1. Initial Cityworks System Configuration reviewed and approved
2.2.2	**Data Migration**	1. Load initial Cityworks System Configuration into DEV	1. Initial Cityworks System Configuration loaded into DEV is verified and approved

2.2.3	**Data Conversion**	1. Web-based Data Conversion Review Workshop 2. Meeting Notes 3. Initial datasets are loaded into Cityworks DEV	1. Data Conversion Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial datasets loaded into Cityworks DEV is verified and approved
2.2.4	**System Integration**	1. Web-based System Integration Review Workshop 2. Meeting Notes 3. Initial integrations are created in Cityworks DEV	1. System Integration Review Workshop occurred 2. Meeting Notes reviewed approved 3. Initial integrations are created in Cityworks DEV verified and approved
2.2.5	**Task 2.2 Acceptance**	1. 2.2 Initial Data Conversion / Integration Acceptance Form	1. Deliverables for 2.2 Initial Data Conversion / Integration received, reviewed and approved
2.3.1	**Pilot Configuration**	1. Load Pilot Cityworks System Configuration into DEV 2. Pilot datasets are loaded into Cityworks DEV 3. Pilot integrations are created in Cityworks DEV	1. Pilot Cityworks System Configuration loaded in DEV are verified and approved 2. Pilot datasets loaded in Cityworks DEV are verified and approved 3. Pilot integrations loaded in Cityworks DEV are verified and approved
2.3.2	**Pilot Training**	1. Onsite Pilot Training	1. Pilot Training occurred
2.3.3	**Pilot Support**	1. Pilot Support through web sessions and phone conferences.	1. Pilot Support occurred.
2.3.4	**Task 2.3 Acceptance**	1. 2.3 Pilot Acceptance Form	1. Deliverables for 2.3 Pilot received, reviewed and approved
2.4.1	**Pilot Evaluation Workshop**	1. Web based workshop	1. Pilot Evaluation Workshop occurred
2.4.2	**Functional Acceptance and Test Plan**	1. Preproduction Configuration, Data Conversion and Integrations in DEV 2. Functional Acceptance and Test Plan	1. Preproduction Configuration, Data Conversion and Integrations in DEV are verified 2. Functional Acceptance and Test Plan reviewed and approved 3. Execute Functional Acceptance and Test Plan and document issues as

		3. Make adjustments that received a fail from FATP and are RJN's responsibilities	pass or fail. 4. Execute Functional Acceptance and Test Plan (Final) 5. Issue functional acceptance verify all items have passed.
2.4.3	**Task 2.4 Acceptance**	1. 2.4 Pilot Evaluation Acceptance Form	1. Deliverables for 2.4 Pilot evaluation received, reviewed and approved
2.5.1	**Production Data Conversion and Integration**	1. Production Configuration, Data Conversion and Integrations in PROD	1. Production Configuration, Data Conversion and Integrations in PROD are verified
2.5.2	**Production Test Plan**	1. Production Test Plan 2. Make adjustments that received a fail from PTP and are RJN's responsibilities	1. Execute Production Test Plan and document issues as pass or fail. 2. Execute Production Test Plan (Final) 3. Issue Production Test acceptance and verify all items have passed.
2.5.3	**Task 2.5 Acceptance**	1. 2.5 Production Data Conversion / Integration Acceptance Form	1. Deliverables for 2.5 Production Data Conversion / Integration received, reviewed and approved
2.6.1	**Production Configuration**	1. Execute Production test Plan	1. Spot Check User Logins and approve
2.6.2	**Production Training**	1. Onsite Production Training	1. Production Training occurred
2.6.3	**Go Live Support**	1. Onsite Go Live Support	1. Go Live Support occurred.
2.6.4	**Production Acceptance**	1. 2.6 Production Go Live Acceptance Form	1. Deliverables for 2.6 Production Go Live received, reviewed and approved
2.7.1	**Crystal Reports Development**	1. Designated Crystal Reports	1. Designated Crystal Reports received and approved (each)
2.7.2	**Advanced Production Training**	1. Onsite Advanced Production Training	1. Advanced Production Training occurred
2.7.3	**Production Support**	1. Production Support through web sessions and phone conferences.	1. Production Support occurred.
2.7.4	**Task 2.7 Acceptance**	1. 2.7 Enhanced Production Acceptance Form	1. Deliverables for 2.7 Enhanced Production received, reviewed and approved

Phase 1 - Cityworks Implementation MUD Plant and PW Group A	2014												2015											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.1 Startup (MUD Plant / PW Group A)																								
1.1.1 Project Initiation Meeting																								
1.1.2 Initial Installation: Server and Designated Computers (2 people)																								
1.1.3 Workflow and System Coding Workshop (2 people)																								
1.1.4 Data Migration and System Integration Workshop (2 people)																								
1.1.5 Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration																								
1.1.6 Work Plan Reports: Review and Approved																								
1.1.7 Task 1.1 Acceptance																								
1.2 Initial Data Conversion / Integration (MUD Plant / PW Group A)																								
1.2.1 Cityworks System Configuration																								
1.2.2 Data Migration																								
1.2.3 Data Conversion																								
1.2.4 System Integration																								
1.2.5 Task 1.2 Acceptance																								
1.3 Pilot (MUD Plant / PW Group A)																								
1.3.1 Pilot Configuration																								
1.3.2 Pilot Training - Onsite (2 people)																								
1.3.3 Pilot Support																								
1.3.4 Task 1.3 Acceptance																								
1.4 Pilot Evaluation (MUD Plant / PW Group A)																								
1.4.1 Pilot Evaluation Workshop																								
1.4.2 Functional Acceptance and Test Plan																								
1.4.3 Task 1.4 Acceptance																								
1.5 Production Data Conversion / Integration (MUD Plant / PW Group A)																								
1.5.1 Production Data Conversion and Integration																								
1.5.2 Production Test Plan																								
1.5.3 Task 1.5 Acceptance																								
1.6 Production (Go Live) MUD Plant / DPW Group 1)																								
1.6.1 Production Configuration - Onsite (2 people)																								
1.6.2 Production Training - Onsite (2 people)																								
1.6.3 Go Live Assistance - Onsite (2 people)																								
1.6.4 Production Acceptance																								
1.7 Enhanced Production (MUD Plant / PW Group A)																								
1.7.1 Crystal Reports Development																								
1.7.2 Advanced Production Training - Onsite (1 person)																								
1.7.3 Production Support																								
1.7.4 Task 1.7 Acceptance																								

Phase 2 - Cityworks Implementation MUD Underground and PW Group B	2014												2015											
2.1 Startup (MUD Underground / PW Group B)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2.1.1 Phase 2 Initiation Meeting																								
2.1.2 Installation: Designated Computers (2 people)																								
2.1.3 Workflow and System Coding Workshop (2 people)																								
2.1.4 Data Migration and System Integration Workshop (2 people)																								
2.1.5 Work Plan Reports: Implementation, Data Migration, Data Conversion and System Integration																								
2.1.6 Work Plan Reports: Review and Approved																								
2.1.7 Task 2.1 Acceptance																								
2.2 Initial Data Conversion / Integration (MUD Underground / PW Group B)																								
2.2.1 Cityworks System Configuration																								
2.2.2 Data Migration																								
2.2.3 Data Conversion																								
2.2.4 System Integration																								
2.2.5 Task 2.2 Acceptance																								
2.3 Pilot (MUD Underground / PW Group B)																								
2.3.1 Pilot Configuration																								
2.3.2 Pilot Training - Onsite (2 people)																								
2.3.3 Pilot Support																								
2.3.4 Task 2.3 Acceptance																								
2.4 Pilot Evaluation (MUD Underground / PW Group B)																								
2.4.1 Pilot Evaluation Workshop																								
2.4.2 Functional Acceptance and Test Plan																								
2.4.3 Task 2.4 Acceptance																								
2.5 Production Data Conversion / Integration (MUD Underground / PW Group B)																								
2.5.1 Production Data Conversion and Integration																								
2.5.2 Production Test Plan																								
2.5.3 Task 2.5 Acceptance																								
2.6 Production Go Live (MUD Underground / PW Group B)																								
2.6.1 Production Configuration - Onsite (2 people)																								
2.6.2 Production Training - Onsite (2 people)																								
2.6.3 Go Live Assistance - Onsite (2 people)																								
2.6.4 Production Acceptance																								
2.7 Enhanced Production (MUD Underground / PW Group B)																								
2.7.1 Crystal Reports Development																								
2.7.2 Advanced Production Training - Onsite (1 person)																								
2.7.3 Production Support																								
2.7.4 Task 2.7 Acceptance																								

HARDWARE CONFIGURATION

Cityworks 2013 System Specifications

(Updated November 2013)

Cityworks Desktop/Anywhere *Client* **with ArcGIS®**

Specifications for a PC (Intel®) Client:

- 2.0 GHz Intel Core® processor (or better)
- 4GB RAM
- Fast disk (7200)>40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

Cityworks Desktop *Client* **Standalone**

Specifications for a PC (Intel®) Client without GIS:

- 1.0 GHz Intel Pentium® processor (or better)
- 2GB RAM (or better)
- Fast disk (7200 rpm) >40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD
- 17" high resolution color monitor; 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

Cityworks Database Server*

Specifications for a Database (Intel®) Server:

- Windows 2003 sp2, 2008, or 2008 Server R2 or R2 sp1 (64-bit), 2012
- 32GB RAM (or better)
- Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768

Cityworks Server AMS or PLL *Client*

Specifications for a PC (Intel®) Client:

- 2.0 GHz Intel Core® processor (or better)
- 2GB RAM (or better)
- Fast disk (7200 rpm) >40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64 bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- Silverlight 5

- Firefox 21 or Internet Explorer 9 and 10
  ** If using Internet Explorer with Field Mode, you must use IE 10.

Cityworks Server AMS or PLL
(~40 users)

Specifications for an Application (Intel®) Server:

- Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5
- Windows Server 2012, IIS 8.0
- 12GB RAM (or better)
- Intel Xeon® 4 core (1 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- .NET Framework 3.5 – needed by the Server AMS/PLL installer
- .NET Framework 4.0 - Server AMS/PLL 2013
- .NET Framework 4.5 - Server AMS/PLL 2013 SP1 and higher

Cityworks Server AMS or PLL
(~80 users)

Specifications for an Application (Intel®) Server:

- Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5
- Windows Server 2012, IIS 8.0
- 24GB RAM (or better)
- Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- .NET Framework 3.5 – needed by the Server AMS/PLL installer
- .NET Framework 4.0 - Server AMS/PLL 2013
- .NET Framework 4.5 - Server AMS/PLL 2013 SP1 and higher

Supported RDBMS and esri Platforms

Cityworks Desktop 2013

- ArcGIS Desktop 10.1 SP1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)
- SQL Server Express 2012

Cityworks Anywhere 2013

- ArcGIS ArcEngine 10.1 **SP1**
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10GB limit)
- SQL Server Express 2012

Cityworks Server AMS/PLL 2013 – Enterprise

- ArcGIS Server 10.1 SP1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server 2012

Cityworks Server AMS/PLL 2013 – Workgroup

- ArcGIS Server 10.1 SP1
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)
- SQL Server 2012

* Database server assumes a machine hosting the organization's SDE geodatabase (supporting both editors and viewers), and Cityworks database (supporting users of Desktop/Anywhere, Server AMS/PLL). Please contact Azteca Systems with any questions.

* Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase, a file geodatabase is not sufficient here. Additionally, to learn more about how Server AMS/PLL provides comprehensive access to the geodatabase, contact Azteca Systems.

EXHIBIT B
INSURANCE REQUIREMENTS
SERVICES AND PRODUCTS VENDORS

VENDOR shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Vendor shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

   A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury $250,000 each person, and $500,000 each occurrence. Property Damage $100,000 each occurrence.

   B. **WORKERS' COMPENSATION** insurance as required under the California Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

   C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

   FOR **ADDITIONAL** REQUIREMENT(S):

   (i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and $2,000,000 Aggregate limit.

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds*.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date VENDOR completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Vendor's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY

shall be excess of the Vendor's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Vendor and its insurer shall agree to commit the Vendor's full policy limits and these minimum requirements shall not restrict the Vendor's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:

   City of Stockton
   Attention: Risk Services
   425 N. El Dorado Street
   Stockton, CA 95202

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Vendor shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Vendor fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Vendor should subcontract all or any portion of the work to be performed in this contract, the Vendor shall cover the sub-contractor, and/or require each sub-contractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of sub-contractor's insurance shall have the same impact as described above.

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah 84070

Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS®
SOFTWARE LICENSE AGREEMENT
Contract No. _____

This is a license agreement and not an agreement for sale. This license agreement (Agreement) is between City of Stockton (Licensee) and **Azteca Systems Inc**. (Azteca Systems™), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070, and gives Licensee certain limited rights to use the proprietary software The Software Cityworks and Related Materials. All rights not specifically granted in this Agreement are reserved to Azteca Systems.

1. Definitions: As used herein, the following words, phrases, or terms in this Agreement shall have the following meanings:

1.1 "The Software Cityworks" means the actual copy of all or any portion of the computer programs delivered as listed in paragraph 5.1 Licensed Software, inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied by Azteca Systems.

1.2 "Related Materials" means all of the printed materials, user documentation, training documentation, and confidential activation code for The Software Cityworks supplied by Azteca Systems under this Agreement.

1.3 "Effective Date" shall mean the date on which Licensee receives the Software Cityworks and Related Material from Azteca Systems.

2. Term: This Agreement shall become effective on the Effective Date and shall be valid for as long as Licensee complies with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Azteca Systems may terminate this Agreement by 30 calendar days' prior written notice to Licensee if Licensee fails to comply with the Permitted Uses and Uses Not Permitted provisions of this Agreement. Unless otherwise agreed in writing, Licensee shall have 60 days after receiving notice of such failed compliance from Azteca Systems to cure the default. If this Agreement is terminated either under Section 8 or Section 17 below, Licensee shall then return to Azteca Systems all of The Software Cityworks, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will for no additional charge to Licensee and at Licensee's option either grant a perpetual license to

the Licensee which will allow Licensee to retain the ability to access records and data contained in The Cityworks Software or will provide hard copies of all files needed by the Licensee. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach occur.

3. Reservation of Ownership and Grant of License: Azteca Systems retains exclusive title and ownership of any copy of The Software Cityworks and Related Material licensed under this Agreement and grants to Licensee a personal, nonexclusive, nontransferable license to use The Software Cityworks and Related Materials pursuant to the terms and conditions of this Agreement. From the Effective Date, Licensee agrees to use reasonable effort to protect The Software Cityworks and Related Materials from unauthorized use, reproduction, distribution, or publication.

4. Copyright: The Software Cityworks and Related Material are owned by Azteca Systems and are protected by United States copyright laws and applicable international treaties and/or conventions. Licensee agrees not to export The Software Cityworks into a country which does not have copyright laws that will protect Azteca System's proprietary rights.

5. Licensing and/or Royalty Fees: In consideration of the License fees ("License Fees") paid under Purchase Order No. [enter number], dated [mm / dd / yyyy] (see attachment A), Azteca Systems grants to Licensee a nonexclusive, nontransferable license to use the Licenses obtained under this Agreement as follows:

5.1 Licensed Software _____
_____

Initial _____

Add-ons: _____ Initial _____

5.2 Permitted Uses:

- Licensee may use the number of copies of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid on the computer systems(s) and/or specific computer networks(s) for Licensee's own internal use.
- Licensee may install the number of copies and modules of The Software Cityworks specified in paragraph 5.1 for which License Fees have been paid onto the permanent storage device(s) on the computer system(s) and/or specific computer network(s).
- Licensee may maintain one (1) copy of The Software Cityworks to a CD or DVD type medium for archival purposes during the term of this Agreement unless the right to make additional copies is granted to Licensee in writing by Azteca Systems. Regularly

scheduled full system and partial system archival backups are allowable and specifically exempted from this provision.

- Licensee may use, copy, alter, modify, merge, reproduce, and create derivative works of the on-line documentation accessible on MyCityworks.com for Licensee's own internal use. The portions of the on-line documentation merged with other software, hard copy, and digital materials shall continue to be subject to the terms and conditions of this Agreement and shall provide the following copyright attribution notice acknowledging Azteca Systems proprietary rights in the on-line documentation: "Portions of this document include intellectual property of Azteca Systems and are used herein by permission. Copyright © 2013 Azteca Systems Inc. All Rights Reserved."

5.3 Uses Not Permitted:

- Licensee shall not sell, rent, lease, sub-license, lend, assign, time-share, transfer or export, in whole or in part to unlicensed third parties, or provide access to prior or present versions of The Software Cityworks, any updates, or Licensee's rights under this Agreement. Nothing in this Section shall prevent use of and access to The Software Cityworks by Licensee's employees, agents or others performing work for or on behalf of the Licensee.
- Licensee shall not reverse engineer, decompile, or disassemble The Software Cityworks, or make any attempt to unlock or bypass The Software Cityworks keycode, as applicable, subject to local law.
- Licensee shall not make additional copies of The Software Cityworks and Related Materials beyond that described in the Permitted Uses section above.
- Licensee shall not remove or obscure any Azteca Systems copyright or trademark notices.

6. The Software Cityworks Update and Support: The Software Cityworks Update and Support: A one (1) year period of complimentary update and support services are provided to Licensee at no additional charge above the License Fees with each License effective from Effective Date. Update and support services consists of updates to The Software Cityworks and Related Materials, documentation updates and access to telephone user support, email support, web support, and other benefits deemed appropriate by Azteca Systems as outlined in the Attachment B - Complimentary Update and Support Services attached to this Agreement. Update and support services for The Software Cityworks beyond the complimentary period is available if Licensee and Azteca Systems have executed a Cityworks Update and Support Agreement. Fees for any such support services in excess of the complimentary period shall be governed by the Cityworks Update and Support Agreement.

7. Limited Warranty: Limited Warranty: Azteca Systems warrants that it owns or has the full right and authority and all associated intellectual property rights necessary to grant Licensee rights and licenses set forth in this Agreement to The Software Cityworks and Related

Materials. Azteca Systems warrants that The Software Cityworks, unaltered, will substantially conform to the Related Materials for a period of one (1) year from the Effective Date ("Warranty Period"). Azteca Systems warrants that the media upon which The Software Cityworks is provided will be free from defects in materials and workmanship under normal use and service during the Warranty Period.

AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE CITYWORKS. AZTECA SYSTEMS DOES NOT WARRANT THAT THE OPERATIONS OF ITS RESPECTIVE SOFTWARE AND RELATED MATERIALS WILL BE UNINTERRUPTED AND/OR ERROR FREE.

8. Exclusive Remedy and Limitation of Liability: Exclusive Remedy and Limitation of Liability: One (1) year from the Effective Date and during the Warranty Period, Azteca System's entire liability and Licensee's exclusive remedy for breach of the warranties against defect(s) in materials and workmanship shall be to request Azteca Systems correct the defect(s) by whatever means reasonably available to Azteca Systems such as remedy the defect(s), or provide a suitable work around, or replace The Software Cityworks in accordance with the Cityworks Update and Support Agreement (if then in effect with Licensee). If Azteca Systems exhausts available remedies and is unable to remedy the defect(s) Licensee may by written notice of its election to Azteca Systems, terminate this Agreement for its convenience and have Azteca Systems return 100% of the License Fees paid upon the Licensee's return of The Software Cityworks to Azteca Systems. Azteca Systems shall not be liable for indirect, special, incidental, or consequential damages related to Licensee's use of The Software Cityworks, unless such damage is caused by Azteca System's actual negligence.

IN NO EVENT SHALL AZTECA SYSTEMS BE LIABLE TO THE LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR USE OF THE SOFTWARE AND RELATED MATERIALS, UNLESS SUCH LOSS OR DAMAGE IS CAUSED BY AZTECA SYSTEM'S ACTUAL NEGLIGENCE.

9. Indemnity: Indemnity: Azteca Systems, at its own expense, will hold harmless, defend and indemnify Licensee from all claims that The Software Cityworks or Related Materials furnished under this Agreement infringes a U.S. Copyright or other intellectual property rights of a third party, provided that Licensee gives Azteca Systems prompt written notice of such claims and permits Azteca Systems the sole right to control the defense of such claims and provides Azteca Systems all reasonable cooperation.

As to The Software Cityworks which are or in the opinion of Azteca Systems may become subject to a claim of infringement, Azteca Systems, at its option, will obtain the right for Licensee to continue using The Software Cityworks or replace or modify The Software Cityworks so as to make them non-infringing. If none of the alternatives is available on commercially reasonable terms, then Licensee agrees to, upon Azteca Systems' written request, terminate for convenience the Agreement upon the Licensee returning The Software Cityworks to Azteca Systems and Azteca Systems will refund to the Licensee 100% of the License Fees paid.

Azteca Systems will not indemnify or defend Licensee from any infringement claim resulting from Licensee's unauthorized modification or alteration of The Software Cityworks or Related Materials.

This section states Azteca System's entire obligation to Licensee and Licensee's sole and exclusive remedy for infringement.

10. Additional Software Licenses: Additional copies and modules of The Software Cityworks licenses may be ordered without signed amendments provided the following language is incorporated in the signed Purchase Order: *"By accepting this order, both parties agree to amend the Master Software License Agreement Contract No. [insert Contract Number] between [insert Licensee name] and Azteca Systems, Inc., dated [insert Master Software License Agreement date], which is incorporated herein by reference, to include the above software licenses, which are hereby licensed under the same terms and conditions."*

11. Export Regulations: Licensee acknowledges that this Agreement and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders relating to the export of computer software or know-how relating thereto. The Software Cityworks are determined to be Technical Data under United States export laws. Licensee agrees to comply with all laws, regulations, and orders of the United States in regard to any export of such Technical Data. Licensee agrees not to disclose or re-export any Technical Data received under this Agreement in or to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Licensee has obtained prior written authorization from Azteca Systems and the U.S. Office of Export Control.

12. Force Majeure:
Neither party shall be liable to the other for failure or delay in the performance of a required obligation during any period where such failure or delay is caused by strike, riot, fire, flood, natural disaster, or other similar cause beyond such party's control, provided that such party gives prompt written notice of such condition and resumes its performance as soon as possible.

13. Severability: If any provision(s) of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and

enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of _____.

14. No Implied Waivers: No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

15. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

16. Governing Law: This Agreement, entered into in the County of _____shall be construed and enforced in accordance with, and be governed by, the laws of the State of_____ without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

17. Termination for Convenience: In the event that either funding from the Licensee or other sources is withdrawn, reduced, or limited, or the authority of the Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days written notice to the other party.

If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

Also, set forth elsewhere in this Agreement are specific provisions which allow the parties to terminate this Agreement for convenience (see Exclusive Remedy and Limitation of Liability provision).

18. Mediation Clause: Azteca Systems and Licensee will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute will be mediated by a mutually acceptable mediator to be chosen by Azteca Systems and the Licensee within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Azteca Systems and the Licensee will share the cost of the mediation equally. By mutual agreement, however, Azteca Systems and Licensee may postpone mediation until both parties have completed some

specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in the County of _____ (State). Both Azteca Systems and Licensee consent to jurisdiction by such a court. The use of any ADR procedures will not be considered under the doctrine of latches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

19. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

20. Data Confidentiality Statement: For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related Esri software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

_____	Azteca Systems, Inc.
(City of Stockton)	(Azteca)
By: _____	By: _____
Authorized Signature	Authorized Signature
Printed Name: _____	Printed Name: Brian L. Haslam
Title: _____	Title: President
Date: [mm / dd / yyyy]	Date: [mm / dd / yyyy]
Witness	Witness
By: _____	By: _____

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, faxed or other agreed electronic form. The parties adopt any signatures received by a receiving fax machine or other agreed electronic form as valid and binding original signatures of the parties even if an original paper document bearing a party's original signature is not delivered. Any party providing its signature in such manner will upon request promptly forward to the other party an original of the signed copy of this Agreement.

Attachment A – Purchase Order

Attachment B – Complimentary Update and Support Services

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 "Licensed Software" shall mean the particular Software identified in the Cityworks Software License Agreement, paragraph 5.1, page 2, Software License Agreement.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 5.1, page 2, Software License Agreement. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which Licensee receives the Licensed Software from Azteca Systems (unless otherwise agreed to in writing by Azteca Systems and Licensee) in accordance with the Software License Agreement, Contract No. _____, between Licensee and Azteca Systems dated [mm / dd / yyyy].

1.4 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

1.5 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the Licensee. Any Program Modifications delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

1.6 “Product Updates” are Program Fixes, Program Upgrades and Program Modifications.

1.7 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

1.8 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.9 "Complimentary Update & Support Period" shall mean the initial support period commencing upon the Effective Date of this Agreement.

2. SUPPORT

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will make all reasonable efforts to provide upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major Esri® ArcGIS and Cityworks supported databases revisions. If identified as "Covered Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 10.1 to rev 10.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major Esri ArcGIS and Cityworks supported databases revisions (for example, from rev 10.x to rev 11.x).

2.2 Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the Complimentary Update and Support period:

(a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Licensed Software is functioning properly; provided Licensee provides Azteca Systems with written notice specifying particularity, in a narrative non-technical terms, to the best of Licensee staff's ability, the apparent error in the system and the manner in which the Licensed Software is not functioning properly (as provided in Section 8); and

(b) Deliver to Licensee any Program Upgrades relating to the Licensed Software made available to others.

(c) Provide Telephone Licensee Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems such as on-line support.

(d) Implement and maintain a means of secure, remote direct network access (Web-access, dial-up, etc) to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

(a) interpretation of program results;

(b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;

(c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;

(d) data debugging and/or correcting;

(e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

(f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 5.1, page 2, Software License Agreement.

3. PROCEDURES FOR ACCESSING SUPPORT

3.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

3.2 Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component the Licensee will first try and resolve the problem without Azteca Systems' involvement. If the Licensee cannot resolve the problem or isolate the problem, the Licensee will call Azteca Systems directly.

3.3 For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the Licensee location. Azteca Systems project management will confer with the Licensee's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The Licensee will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem. For routine and non-critical problems the Licensee will submit requests for support during normal business hours.

3.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the Licensee will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

Attachment C

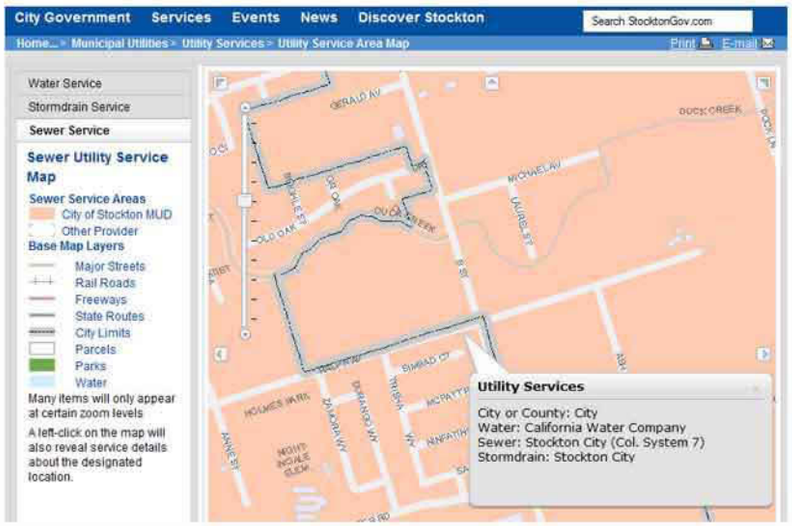
FEBRUARY 7, 2013

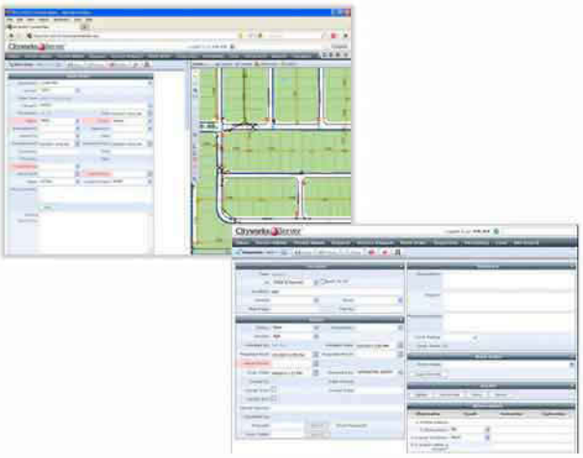
A Proposal Prepared for the

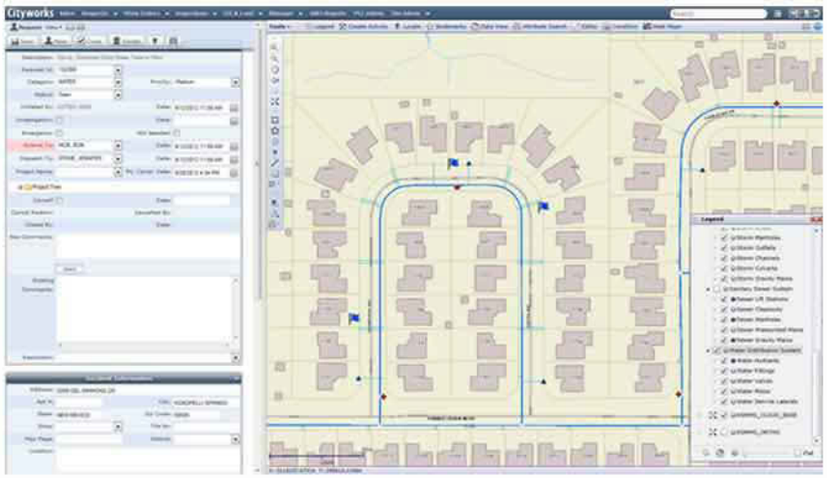
City of Stockton
Municipal Utilities Department and Public Works Department

COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)

PUR (12-088)







Prepared by RJN Group, Inc.
200 W. Front St., Wheaton, IL 60187

rjngroup

PROPOSAL DOCUMENTS

A) RFP – CMMS

B) PUR 12-088

C) February 7, 2013

COMPANY NAME: RJN Group, Inc.

CONTACT NAME: Scott C. Rebman

ADDRESS: 200 West Front Street

Wheaton, IL 60187

TELEPHONE NUMBER: (630) 682-4700

EMAIL: srebman@rjn.com

PROPONENT'S AGREEMENT

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.

2. They will enter into contract negotiations and furnish the services specified.

3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.

4. They have reviewed all clarifications/questions/answers on the City's website at http://www.stocktongov.com/services/business/bidflash .

5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

RJN Group, Inc.
FIRM

200 West Front Street, Wheaton, IL 60187
ADDRESS

Scott C. Rebman
SIGNED BY

Vice President
TITLE OR AGENCY

(630) 682-4700 / (630) 682-4754
TELEPHONE NO./FAX NO.

2/6/2013
DATE

srebman@rjn.com
E-MAIL ADDRESS

NON-COLLUSION AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

AFFIDAVIT FOR CORPORATION PROPONENT

No. 2

STATE OF ~~**CALIFORNIA,**~~ Illinois _____)ss.

County of Kendall _____)

(insert)

Scott C. Rebman _____ being first duly sworn, deposes and says: That they are the Principal of RJN Group, Inc. _____ a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 6TH day of FEBRUARY, 2013

by IN PERSON, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature Debbie L Anderson

OFFICIAL SEAL
DEBBIE L ANDERSON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:11/27/16

AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

No. 3

STATE OF CALIFORNIA, _____)ss.

County of _____)

(insert)

_____, each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____ who is the party making the foregoing bid; that the other partner, or partners, are _____ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

_____

(Signature)

_____

(Signature)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____

by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

rjngroup
www.rjn.com

February 7, 2013

City Clerk
City Stockton
425 North Eldrado Street
Stockton, CA 95202-1997

Subject: RFP – To Provide a Computerized Maintenance Management System (PUR 12-088)

Dear Sirs/Madams:

RJN Group, Inc. is pleased to submit our proposal to provide an innovative computerized maintenance management system (CMMS) solution that will meet the needs and requirements outlined in the PUR 12-088 RFP and promote the City's ability to continue to provide vital services to the community.

RJN has been implementing and supporting CMMS solutions for municipalities and public utilities for more than 20 years. Our experience stems from building and implementing our internal CMMS solutions, CASS WORKS. In 1998, the City of Stockton installed CASS WORKS for both Public Works and MUD as an asset management and work order management tool; it is still be used by the Public Works Department. In 2009, we recognized the need to provide a web-based CMMS tool for our clients. After surveying a variety of solutions, we determined that becoming a Cityworks Implementation Partner would offer the best solution as it is not only uses a web-based platform, but leverages asset data maintained in the GIS. We believe that Cityworks coupled with RJN's CMMS implementation experience and familiarity with City data and staff will ensure a successful and timely solution for the City.

The RJN proposal is prepared in the format requested in the RFP. Pricing (Section 10.0) is provided under a separate cover with necessary signature. The proposal and pricing information presented in our proposal will remain in effect for 120 days.

RJN is committed to having the staff and resources presented in this submittal available at notice-to-proceed and for the duration of the project. The RJN project team presented for this project has worked as a team for over 20 years and all have experience with the City's CASS WORKS tool. As a Principal of the firm, I will be a primary contact for the City and am authorized to bind RJN to the provisions of this RFP on award of a contract.

Thank you for the opportunity to present our qualifications. We look forward to working with you on this very important project.

Sincerely,

Scott Rebman
Principal/Project Director

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rjngroup

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SECTION 1.0

EXECUTIVE SUMMARY

rjngroup

SUMMARY OF PROPOSAL

Managing infrastructure requires performing ongoing maintenance activities and capital improvement projects to ensure delivery of services. With decreasing financial resources and an increase in customer expectations, municipalities must find ways to improve their asset management strategies by incorporating fact-based and risk-based methodologies. The City of Stockton's Municipal Utilities Department (MUD) and the Public Works Department (PWD) are committed to implementing a computerized asset maintenance and management system (CMMS). Maximizing the investment the City has made in GIS and leveraging the data in other enterprise systems, the RFP states the eight objectives of implementing a new system as being:

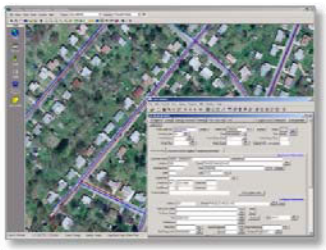
1. To provide a tightly integrated and comprehensive solution to manage Public Works and Municipal Utilities asset management and maintenance management business functions
2. To streamline business processes through automation, integration, and workflows
3. To enhance reporting to improve decision making including meeting reporting requirements of the State and Federal EPA and GASB
4. To implement a long-term solution with a product roadmap ensuring continual evolution to incorporate best practices and address industry changes
5. To increase data integrity and system reliability
6. To provide a user friendly and intuitive user interface
7. To promote implementation of best practice processes
8. To leverage the City's investment in GIS

RJN Group, Inc. is proposing the Azteca Systems, Inc. Cityworks CMMS tool to meet these goals. Cityworks is a GIS-centric system built on the ESRI ArcGIS platform. As a state-of-the-art browser-based system, features and functions are design to promote managing assets, issuing service requests and work orders, recording inspections, and managing customer needs, including full range of business analysis tools. Map views and other core GIS tools are seamlessly embedded in the graphical user interface.

Designed for maintenance and operations, GIS asset inventory tools are utilized to carry out maintenance operations, and investigating and resolving service requests—all in a web-based environment facilitating mobile access. Extending the ArcGIS Server interface, Cityworks incorporates a palette of tools, tabs, and links in a highly customizable environment, allowing Cityworks to be deployed as an Intranet application, served across a department, a division, or an entire organization, from either an internally or externally hosted environment.

PROPOSERS CREDENTIALS

RJN is a nationally recognized engineering and information technology consulting firm providing professional services since 1975. Supported by expertise with engineering services for evaluation, design, and construction management of sewer, water, stormwater, and transportation infrastructure, our comprehensive Asset Management expertise includes requirements analysis, best practices and standard operating procedure review, work plans, data conversion, system integration, CMMS implementation, training, CIP predictive modeling, and CIP program management.



In 1998, the City of Stockton selected RJN's CMMS solution, CASS WORKS, for implementation in MUD and Public Works. Presently, the system is used at Public Works to manage service requests and maintenance activities.

Beginning in 2009, RJN Group recognized among their client base the need for a web-based GIS centric Asset Management and Work Management solution. Based on a survey of existing solutions, RJN Group and Azteca Systems formed an alliance to promote the Cityworks Asset Management Solution to existing CASS WORKS clients. Since September 2010, RJN has been a certified Cityworks Implementation Partner.

STRUCTURED FOR SUCCESS

The phased implementation approach that has been outlined in Section 8.0 is built on four steps.

1. Startup and Discovery Workshops
2. Pilot Activities
3. Production and Go Live
4. Enhanced Production

We begin with a r**eview of exiting Workflows and the Data** that drives the business activities. In our initial Startup Workshops, we often hear of gaps between what data is available and where desired workflows should be. The outcome of the Startup Workshops is a clear and achievable Implementation Plan, Data Conversion Plan, and Project Schedule.

The **Pilot phase** begins by loading Cityworks into a development (DEV) environment with the identified asset and system data sources and configuring the initial workflow. The Stockton Project Team will receive hands-on training to test and verify the data sources and desired business workflows. The purpose of the Pilot is to test assumptions and anticipate changes. The outcome involves iterations of data clean-up and loading, adjusting workflows, and documenting standard operations procedures (SOP's). Once these elements are completed, the system goes through a Functional Acceptance Test with acceptance parameters defined by Stockton Project Team. Final modifications are made and a target date for Production and Go Live is established.

Production activities begin with loading the approved asset and system data sources into the production (PROD) environment. **Hands-on training** is provided at a workgroup level and will use the Stockton SOP created in the Pilot phase as the basis of instructional activities (i.e. how to record a service request, creating a work order, closing a work order, and querying the system for Information).

Go Live activities involves supporting staff onsite (reinforcing "How To") as they begin using Cityworks during the first week.

After the end users have been engaged with the system, **Enhanced Production** activities are provided. Crystal Report development will supplement the standard reports, and onsite training will address advanced use of the system.

THE RJN SOLUTION

We believe that information provided in the RJN proposal will demonstrate why Cityworks meets the needs of the City and will provide the best "long term" solution. RJN Group, Inc,. as the implementation leader, brings 20+ years of experience with CMMS solutions, installations, and user training including experience with City of Stockton systems, staff, and data. This combination – the right tool with experienced IT professionals – ensures a successful implementation solution for the City of Stockton.

SECTION 2.0

PROPOSER INFORMATION FORM

rjngroup

Table 4 – Proposers Information Template

Proposer Name	Company Name
Legal Entity Name	RJN Group, Inc.
Form of Business (i.e. Corporation, LLC, etc.)	Corporation
Federal Employer Identification Number	36-2838939
Identify if the organization is a subsidiary to a larger parent company. If so, whom?	N/A
Proposal Contact Name, Address, Phone, and Email	Scott C. Rebman 200 West Front Street Work: (630) 682-4700 Mobile: (630) 877-7040 srebman@rjn.com
Company Headquarters Location	200 West Front Street Wheaton, IL 60187
Ongoing Maintenance and Support Location	Azteca Systems, Inc. 11075 South State Street, Suite 24 Sandy, Utah 84070 Phone: (801) 523-2751
Identify all subcontractors (including address and scope of work to be performed)	N/A
Identify any pending litigation against the Proposer	None
Identify if Proposer has filed any bankruptcy or insolvency proceedings in last 10 years	No bankruptcy or insolvency proceedings.
Identify any mergers, acquisitions, or sales of the Proposer company within the last five years (if so, an explanation providing relevant details)	No mergers, acquisitions, or sales of the Proposer company.

SECTION 3.0

COMPANY BACKGROUND

rjngroup

3.1 RJN BACKGROUND AND ORGANIZATIONAL HISTORY

RJN Group, Inc., established in 1975, is a professional engineering and information technology consulting firm. Our services and engineer practices focus on addressing client goals, supporting client interests, and delivering innovative solutions to support improvements and management of municipal infrastructure. More than 90 percent of our clients are municipalities and public utilities.

As a vertically integrated engineering firm, RJN offers a full range of services to address municipal infrastructure operations and maintenance including:

- Field investigation and asset inventory services
- GIS integration and mapping services
- Asset management and maintenance solutions
- Engineering evaluation, design and construction management
- Master planning/capital planning
- PR, training, and communication programs
- Construction management services

RJN is an **employee-owned firm**; our staff — 130 nationwide — values client relationships and is committed to conducting every project task professionally, efficiently, accurately, and safely. We have established a reputation for delivering creative solutions and quality results by consistently completing project work that exceeds client goals and expectations.

Enterprise Asset Management Services/Solutions

Since 1985, RJN has provided CMMS/EAMS software solutions to the municipal and county marketplace throughout North America. We offer a commercial off-the-shelf (COTS) Asset Management solution, CASS WORKS® and are a certified Cityworks Business Partner.

CASS WORKS® is an asset management solution for infrastructure asset data and provides analysis, reporting, and information distribution tools for enterprise information. The system maintains asset catalogs; tracks service requests and work orders through completion; provides maintenance history linked to assets with job costing; maintains warehouse inventory of parts, materials, and equipment; and provides integration into GIS and Accounting Systems.

As a **Cityworks Business Partner**, we leverage our CASS WORKS experience to offer implementation and conversion services for the Azteca Systems Cityworks asset management tool. Cityworks is a GIS-centric system designed to utilize the GIS database (geodatabase) as the asset inventory. Designed for agencies that own and maintain capital assets, infrastructure, and facilities, Cityworks provides robust solutions for asset inventories and maintenance management that facilitates services request, work order management, maintenance planning and budgeting, and resource management.

3.2 SERVICE HISTORY

RJN has been provided services to develop, implement, and support computerized maintenance management systems for 26 years. The table at the end of Section 4 provides a summarized listing of our experience with Computerized Maintenance Management and Asset Management Systems.

3.3 COMPANY LOCATIONS

RJN Headquarters/Technical Support

200 West Front Street
Wheaton, IL 60187
(630) 682-4700

Cityworks Headquarters/Technical Support

Azteca Systems, Inc.
11075 South State Street, Suite 24
Sandy, Utah 84070
(801) 523-2751

3.4 SERVICE OFFICE

RJN would provide services for implementation, conversion, and training with staff based in the Wheaton, Illinois office.

3.5 RJN STAFFING

Mr. Scott C. Rebman is the lead sales person for this procurement. He has worked with the City of Stockton beginning in 1998 and has supported the City's CASS WORKS CMMS solution since 2000. His resume is provided at the end of this section.

3.6 RJN FINANCIAL STABILITY

The current RJN fiscal year ends 2/1/2012. Annual statements for Fiscal Years 2007-2011 are provided in the **Appendix**. The table below summarizes our revenue and profit figures for the last five years.

Fiscal Year	Revenues	Profit
Ending 1/2012	$21,935,696	$167,994
Ending 1/2011	$22,980,830	$360,506
Ending 1/2010	$19,074,570	$57,777
Ending 1/2009	$21,474,994	$109,009
Ending 1/2008	$20,176,144	$309,035

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Scott C. Rebman

Project Director

Years of Experience: 36

Tenure with RJN: 24 years

Education

Masters in Education
(1978, National College of Education)

B.A.
(1976, National College of Education)

Expertise

Asset Management
EAMS Implementation
Training
Capital Investment Planning and Capital Program Management

Representative Technical Papers

"Capital Improvement Planning: Finding the Sweet Spot of Affordability" presented at the IL Section CSWEA, FVOA, IAWA Collection System Seminar, June 2012

"Leveraging Your Enterprise Data to Produce Capital Investment Planning" presented at WEF Collections, June 2012

"Capital Improvement Planning: Finding the Sweet Spot of Affordability" presented at the GFOA National Conference, May 2011

Committees/Technical Organizations

"Capital Improvement Planning – Finding the Sweet Spot of Affordability", Chesapeake WEA, April 2011

"Asset Management Planning and Projecting Capital Improvement Programs", presented at the Missouri MPUA Conference, April 2008

"CASS CIP", presented at the TEAM Conference, March 2008

"Integrating GIS and CMMS for Public Works", presented at the APWA Chicago Conference, April 2007

"Innovative Applications Using a CMMS at City of Grand Prairie", presented at the Texas Public Works Association Conference, June 2006

"Innovative Applications Using a CMMS at Baltimore County", presented at the American Water Works Association IMTech Conference, April 2005

Mr. Rebman has over 36 years experience developing training activities and curriculum in adult education and computer education. He has performed numerous onsite Oracle and CASS WORKS installations. Additionally, he has led software design workshops, facilitated project implementation sessions, managed and directed projects, and taught classes in all phases of CASS WORKS and Cityworks.

Related Project Experience

Computerized Maintenance Management System, City of Stockton, California

Project Director for project consisting of consultation, implementation, and integration services of CASS WORKS into an asset management and GIS system. The project includes installation of the Sewer, Sewer Physical Inspection, Water, Storm, Pavement and Plant Maintenance Management Modules.

Computerized Maintenance Management System, City of Coral Springs, Florida

Project Director for project consisting of consultation, implementation, and integration services of CASS WORKS into an asset management and GIS system. The project includes installation of the Sewer, Sewer Physical Inspection, Water, and Plant Maintenance Management Modules plus CASS View.

Computerized Maintenance Management System, Grand Prairie, Texas

Project Director for project consisting of consultation, implementation, and integration services of CASS WORKS into an asset management and GIS system. The project included installation of the Sewer, Storm, Water, Pavement and Plant Maintenance Management Modules plus CASS View and Mobile CASS WORKS.

Computerized Maintenance Management System, Baltimore County, Towson, Maryland

Project Director for project consisting of consultation, implementation, and integration services of CASS WORKS into an asset management and GIS system. The project included installation of the Sewer, Sewer Physical Inspection, Storm, Pavement and Plant Maintenance Management Modules plus CASS View.

Computerized Maintenance Management System, Anne Arundel County, Annapolis, Maryland

Project Director for project consisting of consultation, implementation, and integration services of CASS WORKS into an asset management and GIS system. The project included installation of the Sewer, Storm, Water, Pavement and Plant Maintenance Management Modules plus CASS View and Mobile CASS WORKS.

Computerized Maintenance Management System, Greenwood Metropolitan Sewer District, Greenwood, South Carolina

Project Director for project consisting of implementation of CASS WORKS, data collection services consulting, and data translation services for GIS data. The project included installation of the Plant, Sewer, and Physical Inspection Management Modules, as well as TV inspection and truck integration.

Maintenance Management Implementation, Houston, Texas

Lead Trainer for software implementation using CASS WORKS Sewer, Water, Storm and GeoCAD modules. Established and delivered agency-wide training program for CASS WORKS to over four hundred learners.

Maintenance Management Implementation, Orange County Sanitation District, Fountain Valley, California

Project Manager for software implementation using CASS WORKS Sewer, Sewer Physical Inspection, Plant and Image Management modules. Established and delivered agency-wide training program for CASS WORKS to over two hundred learners. Assisted maintenance personnel with establishing agency-wide work order processing procedures utilizing CASS WORKS.

Maintenance Management Implementation, Miami-Dade Water and Sewer Department, Miami, Florida

Project Manager for software implementation using CASS WORKS Plant and Image Management Modules. Established and delivered agency-wide training program for CASS WORKS. Assisted maintenance personnel with establishing agency-wide work order processing procedures utilizing CASS WORKS.

Maintenance Management Implementation, Massachusetts Water Resources Authority, Boston, Massachusetts

Project Manager for software implementation using CASS WORKS Sewer, Sewer Physical Inspection, LineView Television Inspection, and Image Management Modules. Established and delivered agency-wide training program for CASS WORKS.

Maintenance Management Implementation, Long Beach Water Department, Long Beach, California

Project Manager for data translation and software implementation using CASS WORKS Sewer, Sewer Physical Inspection, LineView Television Inspection, Water, Plant, Image Management, and GeoCAD Modules. Established and delivered agency-wide training program for CASS WORKS. Assisted maintenance personnel with establishing agency-wide work order processing procedures utilizing CASS WORKS.

Asset Management System, Elgin, Illinois

Project Manager for project consisting of consultation, implementation, and integration services of CASS WORKS and Enterprise GIS system. The project included installation of the Sewer, Water, Storm, Pavement and Plant management Modules, plus CASS View.

Maintenance Management Implementation, Calgary Waterworks Department, Calgary, Alberta, Canada

Project Manager for software implementation using CASS WORKS Water. Established and delivered agency-wide training program for CASS WORKS to over one hundred learners. Assisted maintenance personnel with establishing agency-wide work order processing procedures utilizing CASS WORKS.

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SECTION 4.0

COMPANY QUALIFICATIONS

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4.1 PUBLIC SECTOR CMMS/AM FAMILIARITY

As a professional engineering firm and information technology provider, RJN has amassed experience working within the public sector for municipalities and public utility authorities. Capitalizing on 25+ years of experience as an asset management software solution provider, RJN system analysts offer comprehensive services for data loading, conversions, migrations, and can develop interfaces and integration for Cityworks as well as a number of leading COTS asset management systems. The table on the following page highlights this experience including RJN implementation experience for California clients.

4.2 CALIFORNIA IMPLEMENTATION EXPERIENCE

Over the past 25 years, RJN has implemented CASS WORKS in various California municipalities and agencies on the following page. Beginning in 2009, RJN recognized among their client base the need for a web-based GIS Centric Asset Management and Work Management solution. Accordingly, RJN became a certified Cityworks Implementation Partner in September 2010. Presently two California clients have switched from CASS WORKS to Cityworks – City of Long Beach and City of Glendale.

4.3 EXISTING CITYWORKS CLIENT BASE

Since 1996, Cityworks has been installed in over 500 agencies throughout the USA, Canada, and the world.

The proposed solution is Cityworks Server Asset Management Solution (AMS). This solution was first released in 2007 and has been installed in over 223 agencies. Presently, seven California public agencies use Cityworks Server AMS.

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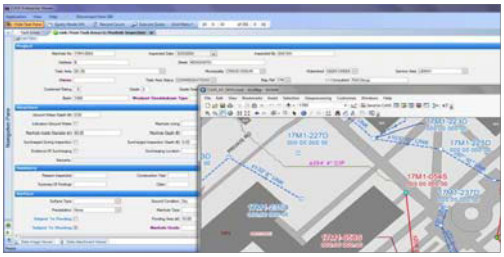
Enterprise Asset Management Implementation Experience



Municipality / Agency	Requirements Analysis	Business Process Review / SOP	Work Plan / Implementation Plan	Data Conversion / Data Migration	Asset Data Management	Work Order Management	Physical Inspections	NASSCO PACP	Warehouse Inventory Management	CASS View / ESRI GIS Integration	Financial Analysis and Reports	Benchmarking / Performance Measures	Asset Management / Lifecycle Costing
Fayetteville, AR	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Eastern Municipal Water District, CA	◆		◆	◆	◆	◆			◆		◆	◆	
Glendale, CA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Kern Sanitation, CA	◆		◆	◆	◆	◆	◆						
Long Beach, CA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Millbrae, CA	◆		◆	◆	◆	◆	◆						
Modesto, CA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Monterey Regional WPCA, CA	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆
Orange County Sanitation District, CA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Rancho Water District, CA	◆		◆	◆	◆	◆			◆				
Santa Monica, CA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Simi Valley, CA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Southgate, CA	◆		◆	◆	◆	◆	◆		◆	◆			
Stockton, CA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	
Torrance, CA	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	
Corona, CA	◆		◆	◆	◆	◆	◆		◆	◆		◆	
Delta Diablo Sanitation District, CA	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	◆
Calgary, AB Canada	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Regional Municipality Ottawa, ON Canada	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	◆
Hartford MDC, CT	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
New Castle County, DE	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Broward County, FL	◆	◆	◆	◆	◆	◆	◆		◆				
Coral Springs, FL	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Hallandale, FL	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Hialeah, FL	◆		◆	◆	◆	◆	◆						
Miami Dade Water and Sewer, FL	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Naples, FL	◆		◆	◆	◆	◆	◆	◆	◆		◆	◆	◆
St Cloud, FL	◆		◆	◆	◆	◆	◆		◆				
Tampa, FL	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	
West Palm Beach, FL	◆		◆	◆	◆	◆	◆		◆		◆	◆	
Dekalb County, GA	◆		◆	◆	◆	◆			◆		◆	◆	
Burlington, IA	◆	◆	◆	◆	◆	◆	◆	◆		◆			
Davenport, IA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Des Moines Water Works, IA	◆		◆	◆	◆	◆	◆		◆		◆	◆	
Carbondale, IL	◆				◆	◆							
Collinsville, IL	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	
Elgin, IL	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Elmhurst, IL	◆		◆	◆	◆	◆	◆	◆					
Fox Metro Water Reclamation, IL	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Springfield, IL	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆

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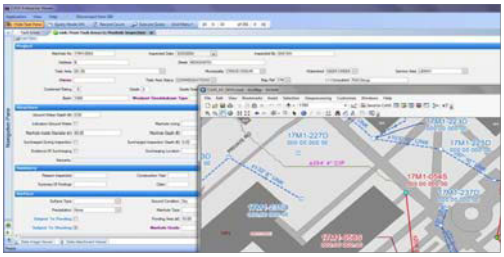
Enterprise Asset Management Implementation Experience



Municipality / Agency	Requirements Analysis	Business Process Review / SOP	Work Plan / Implementation Plan	Data Conversion / Data Migration	Asset Data Management	Work Order Management	Physical Inspections	NASSCO PACP	Warehouse Inventory Management	CASS View / ESRI GIS Integration	Financial Analysis and Reports	Benchmarking / Performance Measures	Asset Management / Lifecycle Costing
Kansas City, KS	◆		◆	◆	◆	◆	◆						
Ashland, KY	◆		◆	◆	◆	◆					◆	◆	
Sewerage and Water Board of New Orleans, LA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Boston Water and Sewer Commission, MA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
MWRA, MA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Anne Arundel County, MD	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Baltimore County, MD	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Howard County, MD	◆		◆	◆	◆	◆	◆			◆			
Holland, MI	◆		◆	◆	◆	◆	◆			◆			
Jersey City MUA, NJ	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆
Two Rivers Water Reclamation District, NJ	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Rio Rancho, NM	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Cincinnati Water, OH	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	
Montgomery County, OH	◆	◆	◆	◆	◆	◆	◆		◆		◆		
Summit County, OH					◆	◆	◆		◆				
Tulsa, OK	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	
Eugene, OR	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Unified Sewerage Authority, OR	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	
Allentown, PA	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	
Erie, PA	◆	◆	◆	◆	◆	◆	◆						
Greenville County, SC	◆		◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Greenwood County, SC	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
N Charleston Sewer District, SC	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Sioux Falls, SD	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	◆
Arlington, TX					◆	◆	◆						
Grand Prairie, TX	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Grapevine, TX	◆		◆		◆	◆							
Houston, TX	◆	◆	◆	◆	◆	◆	◆		◆	◆			
Humble, TX	◆		◆	◆	◆	◆	◆		◆		◆	◆	
League City, TX	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Plano, TX	◆	◆	◆	◆	◆	◆	◆		◆		◆		
Portland, TX	◆		◆		◆	◆			◆		◆		
Waxahatchie, TX	◆	◆	◆	◆	◆	◆	◆		◆		◆	◆	
Arlington County, VA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Fairfax County, VA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Everett, WA	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Vancouver, WA	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆
Janesville, WI	◆	◆	◆	◆	◆	◆	◆	◆			◆	◆	

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SECTION 5.0

FINANCIAL STATEMENT

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RECORD OF PERFORMANCE AND FINANCIAL RESOURCES

RJN is an employee-owned corporation. The RJN fiscal year end is January. The most recent Audited Financial Statement, Fiscal Year ending 1/2012, is provided on the following pages. Financial Statements for FY ending January 2011, 2010, 2009, 2008, and 2007 are provided in the Appendix.

New contracts (Sales) have averaged $23.0 Million for the last 2 years (Fiscal Years 2010 and 2011). Revenue has averaged $21 Million for the last 2 fiscal years. Net Income from operations (earnings) prior to discretionary bonuses was approximately 10 percent of Net Revenue for the last 2 fiscal years. The firm maintains access to an open Line of Credit of $3.4 million, with a strong balance sheet. Additional financial information can be provided by our independent company auditors upon further contract negotiations.

Our commercial bank, First Midwest Bank reference is:

Mr. Joseph H. Zoeller
Vice President, Commercial Banking
First Midwest Bank, N.A.
725 Waukegan Road
Deerfield, Illinois 60015
(847) 739-3885

SECTION 6.0

REFERENCES

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Table 5 – Reference Template

Reference #1	
Customer Name	City of Oakland, CA
Customer Contact Name, Title, Address, Phone, Fax, and E-mail	John McCabe, Manager Business & Info Analysis 250 Frank H Ogawa Plaza, Suite 4314 Oakland, CA 94612 PH: (510) 238-7982 FX: (510) 238-2233 Email: jmccabe@oaklandnet.com
Brief Project Description	Cityworks used within Public Works. It was implemented by business partners and Azteca Systems
# of Customer Employees	200
# of Accounts (Utility Customers)	401,489 population
Current Status of Project	Active
Current Software Release	Cityworks Server AMS
Database Environment	Oracle
Modules Implemented	Cityworks Server AMS, Desktop, Cityworks Anywhere
Implementation Date	March 2008
Implementation Period (months)	Contact client reference
Implementation Cost	Contact client reference

Reference #2	
Customer Name	City of Vista, CA
Customer Contact Name, Title, Address, Phone, Fax, and E-mail	Robert Borowski GIS Manager 200 Civic Center Drive Vista, CA 92084 PH: (760) 726-1340 FX: (760) 639-6196 Email: rborowski@cityofvista.com
Brief Project Description	Cityworks Server AMS/PLL used for Buildings/Facilities; Code Enforcement; Fire Department; Personnel; Storm Drain
# of Customer Employees	30
# of Accounts (Utility Customers)	91,000 population
Current Status of Project	Active
Current Software Release	Cityworks Server AMS

Database Environment	SQL Server
Modules Implemented	Cityworks Server AMS/PLL
Implementation Date	October 2009
Implementation Period (months)	Contact client reference
Implementation Cost	Contact client reference

Reference #3	
Customer Name	City of Long Beach, CA
Customer Contact Name, Title, Address, Phone, Fax, and E-mail	Tina Parmelee GIS Project Manager 333 W. Ocean Blvd., 12th Floor, Long Beach, CA 90802 PH: (562) 570-6382 FX: (562) 570-5270 Email: tina.parmelee@longbeach.gov
Brief Project Description	Cityworks used for Buildings, Facilities, Streets, Parks and Rec., and Marinas, implemented by Azteca Systems
# of Customer Employees	120
# of Accounts (Utility Customers)	463,789 population
Current Status of Project	Active
Current Software Release	Cityworks Server AMS , Cityworks Desktop, Anywhere, Storeroom
Database Environment	Oracle 11g
Modules Implemented	Cityworks Desktop, Anywhere, Storeroom
Implementation Date	January 2002
Implementation Period (months)	Contact client reference
Implementation Cost	$275,000

Reference #4	
Customer Name	City of Glendale, CA
Customer Contact Name, Title, Address, Phone, Fax, and E-mail	Tony DelaSota, Project Manager 633 East Broadway, Glendale, CA 91206 PH: (818) 548-3378 FX: (818) 543-3247 Email: adelasota@ci.glendale.ca.us
Brief Project Description	Cityworks used for Wastewater – Collection; Water – Distribution; Water – Treatment, Parks & Recreation

# of Customer Employees	90
# of Accounts (Utility Customers)	196,979
Current Status of Project	Active
Current Software Release	Cityworks Server AMS 2012 sp2
Database Environment	Oracle 10g; Oracle 11g
Modules Implemented	Cityworks Desktop; Cityworks Server MMS
Implementation Date	September 2006
Implementation Period (months)	Contact client reference
Implementation Cost	Contact client reference

Reference #5	
Customer Name	Macon Water Authority
Customer Contact Name, Title, Address, Phone, Fax, and E-mail	William Cowart GIS Supervisor 790 Second St., Macon, GA 31202 PH: (478) 464-5676 FX: (478) 741-9146 Email: wcowart@maconwater.org
Brief Project Description	Cityworks used for Electric – Plant; Wastewater – Collection; Wastewater – Treatment; Water – Distribution; Water – Meters; Water – Storage/Reservoir; Water – Treatment
# of Customer Employees	40
# of Accounts (Utility Customers)	64,000
Current Status of Project	Active
Current Software Release	Cityworks Server AMS 2012 sp2
Database Environment	SQL Server 2008
Modules Implemented	Cityworks Desktop; Cityworks Equipment Manager; Cityworks Server MMS; Cityworks Storeroom; Service Request API
Implementation Date	3/20/2008
Implementation Period (months)	Contact client reference
Implementation Cost	Contact client reference

SECTION 7.0

PROPOSED SOLUTION

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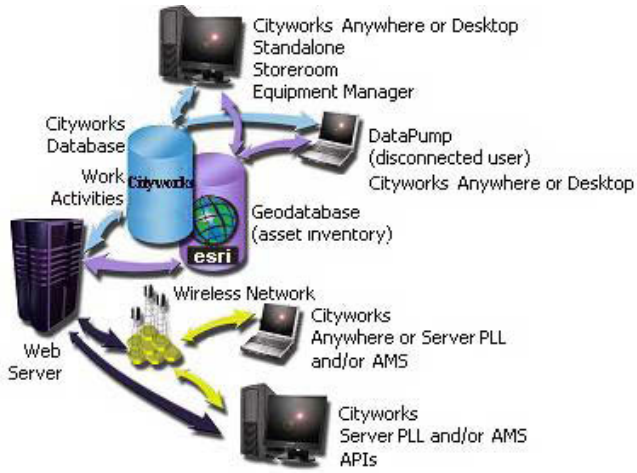
7.1 SOLUTION OVERVIEW

Cityworks is a powerful, flexible, and affordable enterprise Asset Maintenance Management System, and the only solution that truly takes advantage of client Geographic Information System (GIS) tools. Built around ESRI's leading GIS technology, Cityworks Server AMS allows organizations that manage capital assets and infrastructure to inventory assets; issue and track service requests and work orders; and manage customer needs.

Extensible and customizable, Cityworks combines a common user interface with industry-standard asset data models to manage assets in the field, in the office, and in the warehouse. Because Cityworks is based on open standards, users can easily access asset and maintenance data to support business processes and meet regulatory requirements. Cityworks is proven technology from Azteca Systems, and scalable from a single user to even the largest enterprises. Cityworks is uniquely certified by the National Association of GIS-Centric Software (www.nagcs.com).

Understanding what assets are owned and where they are is the key to effective asset management. At the core of every asset management system is an asset inventory. Cityworks' unique design utilizes the GIS database (geodatabase) as the asset inventory while carefully preserving database integrity and functionality.

Cityworks does not contain separate asset tables that have to be integrated, synchronized, or linked to the GIS. The Cityworks approach is cleaner, more powerful, and inherently simpler. The GIS offers a robust and accurate representation of all assets. Data models are user-definable and non-proprietary, making this information usable with other applications. No interface, integration, or synchronization is required.



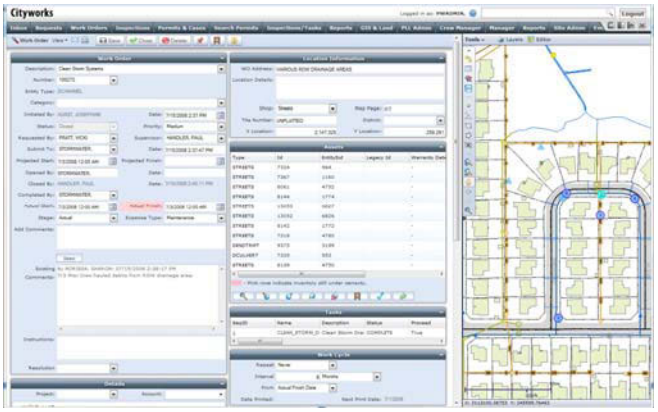
Cityworks GIS-Centric

Cityworks Server AMS

Cityworks Server AMS (Asset Management Solution) is a state-of-the-art browser-based system employed to manage assets, issue service requests and work orders, perform inspections, and manage customer needs.

Cityworks Server AMS is built around the ESRI ArcGIS Server, eliminating the need for multiple applications while delivering GIS capabilities to Cityworks users. Map view and other core GIS tools are seamlessly embedded in the graphical user interface. Cityworks Server AMS is created and designed using .NET, Javascript, and C# programming languages, as well as Cascading Style Sheets (CSS) and HyperText Markup Language (HTML).

Designed for maintenance and operations, customers can utilize GIS functionality while carrying out maintenance operations, and investigating and resolving service requests—all in a web-based environment. Extending the ArcGIS Server interface, Cityworks Server AMS incorporates a palette of tools, tabs, and links in a highly customizable environment, allowing Cityworks to be deployed as an Intranet application, served across a department, a division, or an entire organization, from either an internally or externally hosted environment.



Cityworks Server AMS

System Functionality Summary

- GIS-based asset inventory data management
- Map based service requests
- Address and asset-based work orders
- Inspections and tests
- Condition analysis tools
- Budget tools
- Project Management tools
- Data Pump (check-in and check-out for disconnected field use)
- StandAlone access to work orders and service requests without need for the GIS map
- Administration tools (setup and configuration tools)
- Open standards and ability to integrate with other applications

Some of the asset data management functions include the following:

- User-definable assets (features)
- User-definable attribute fields (feature attributes)
- Asset inventory directly linked to work management functions
- Assets managed within a visual hierarchy
- Assets directly linked to electronic documents
- Assets used in capital budgeting, planning, and rehabilitation

Service request functionality includes the following:

- Capture caller information
- Recall previous caller information
- Record labor costs
- Track multiple callers on a request
- Combine redundant requests into a single request
- Automatic notification of another request in the area
- Spatial display of requests on the map
- Attachments
- User-defined problem codes and fields
- Question & Answer scripting configured to problem type
- Email notifications to customers or internal users
- Customizable printout per problem type
- Search and report

Work order functionality includes the following:

- Create, edit, assign, dispatch, prioritize, close
- Task procedures with resource utilization and asset association
- Track Equipment, Labor, and Material, and history
- Create work orders for multiple assets with multiple tasks
- Create multiple work orders associated to individual assets
- Estimate and compare cost
- Attachments
- User-defined templates and fields
- Create preventative (scheduled) or reactive maintenance work orders
- Automatically schedule recurring work orders on a timetable.
- Print and email
- Spatially display work orders on the map
- Search and report

System Origin

Azteca Systems began as a consulting firm focused on delivering cartographic mapping support to U.S. federal agencies. After earning a solid reputation in the application of Geographic Information Systems (GIS), the company was sought out to help public works agencies understand and implement GIS in their organizations. As a result, Azteca Systems' attention was turned toward the management and care of assets and infrastructure. The company pioneered a new approach to work management with Cityworks, and in 1996 released the first iteration of the product.

Release History

The genealogy of Cityworks is closely aligned with the progress of ESRI's technological development. Over time, the software has expanded, offering new products, functions, and tools, while incorporating technological advancements to satisfy client needs and business practices.

In 1996, the first iteration of Cityworks was released. This was a unique GIS-centric work management system based on ESRI's ArcView and shapefiles. This initial system supported water, wastewater, and stormwater models. In 1999, the product expanded to include support for additional infrastructures including streets, traffic, parks and trees, and user-defined assets.

In 2002, Cityworks for ArcGIS was released, which supported ESRI's ArcGIS 8x. ArcGIS utilized a geodatabase, enabling work management of any assets defined in the GIS.

As market trends and client needs dictated, Azteca Systems developed add-on products for the Cityworks suite including:

- CCTV Interface (2001)
- Storeroom (2001)
- DataPump (2002)
- Database Manager (2004)
- Pavement Management Interface (2004)
- Equipment Manager (2004)
- Contract Management (2009)
- Analytics (2012)

As ESRI released new products, Azteca Systems developed additional core products utilizing the new ESRI technology. Cityworks Anywhere was initially released in 2006. This product was based on ESRI's ArcGIS ArcEngine platform. Anywhere was a slimmed-down version of the Cityworks Desktop product that could be used effectively in the field. It utilized the same work management database as the original Desktop product, as well as the same spatial database.

In 2007, the first iteration of **Cityworks Server AMS** (Asset Management Solution) was released. This was a rewrite of the existing software onto a web-based platform. Server AMS was built using embedded ArcGIS Server technology, and was designed to be used with Desktop and Anywhere. This cross compatibility made for a simpler configuration of Cityworks, and clients could mix and match the software to meet their needs.

Also in 2007, the first iteration of **Cityworks Server PLL (Permits, Licensing, and Land)** was released to targeted sites. This system utilized ArcGIS Server in a web-based environment. In 2010, a major release of Cityworks Server PLL was released in conjunction with Cityworks Server AMS. These products were designed to be used together in the same environment, alongside ArcGIS.

Subsequent web services were developed, allowing **third party software** to integrate with the Cityworks system. These included Metrics API, Service Request API, Work Order API, PLL Remote Access API, Document Management API, and others.

In 2011, the major release of Cityworks 2011 included enhancements to the Cityworks suite of software, while supporting ESRI's ArcGIS version 10. Cityworks 2011 incorporated use of Microsoft Silverlight for Cityworks Server AMS and Server PLL. **Silverlight** is a web-based development platform

used by Cityworks for mapping and included newly designed map tools and functions.

In 2012, the major release of Cityworks 2012 included enhancements to Cityworks with support for ESRI's ArcGIS 10 sp3. Cityworks Server AMS was enhanced with several standard, predefined inspections.

In August 2012, the major release of 2012.1 included additional enhancements to Server PLL with interactive workflow management. This release introduced **Cityworks Online**, utilizing ESRI's ArcGIS 10.1 and Web Map technology hosted in a Cloud environment. This version included the release of **Cityworks Analytics**, which allows users to analyze Cityworks data using Excel, producing reports such as KPI analysis, budgets, risk assessment, etc. Numerous JavaScript Object Notation (JSON) web services were released, expanding the ability of Cityworks to be used with third party software.

Cityworks will continue to be developed as a GIS-centric solution built on ESRI GIS technology. New technology and enhancements are constantly being incorporated into Cityworks in order to help our clients manage their operations efficiently and cost effectively.

Release Schedule

The Cityworks release schedule calls for one major release per year, followed by Service Pack (SP) or revision (Rev) releases on a scheduled basis. The current release is Cityworks 2012.1 SP2. The release schedule for the coming year is as follows:

Date	Version
3/5/2013	2013
4/2/2013	2012.1 SP3
5/7/2013	2013 Rev1
6/4/2013	2012.1 SP4
7/2/2013	2013 Rev2
9/3/2013	2013 Rev3
11/5/2013	2013 Rev4

Version 2013 is a major release, containing new functionality, enhancements, and possibly design and architecture changes. Version 2012.1 is also a major release. Azteca Systems supports the current major release and the previous major release. Service Packs are developed and periodically released for supported versions of 2012.1; SPs contains minor changes and bug fixes.

New for version 2013, are Revisions (Rev) instead of service packs. Revisions contain both bug fixes and enhancements.

The proposed version is Cityworks 2013, which will be available at the time of implementation.

Number of Operational Installations

We currently serve more than 500 clients, 223 of which are licensed to use Cityworks Server AMS. Many of these have been implemented by our Implementation Partners.

7.2 APPENDIX B QUESTIONNAIRE

Appendix B is attached at the end of this section.

7.3 ADDITIONAL RECOMMENDATIONS

RJN believes that all of the modules and services required for a successful implementation of an effective Computerized Maintenance Management System are addressed in the core functionality presented for our Cityworks implementation for the City.

APPENDIX B – RESPONSE REQUIREMENTS TEMPLATE

The following table should be incorporated into the Proposer's proposal response as indicated. Please address each requirement in the space labeled, "PROPOSER RESPONSE HERE." Proposers are required to fully complete this table and include in their proposals.

General Requirements

Miscellaneous

RFP Req. #	Requirement
M1	The new system must be able to download information to other applications (GIS, etc)? Identify which applications?
	Yes: Cityworks Server AMS is completely GIS Centric built on ESRI's ArcGIS Server platform. Cityworks is ArcGIS 10.1 certified; offering a seamless integration with the asset data stored in the GIS. Cityworks leverages the ESRI Geodatabase as the sole source asset repository and has the ability to edit and change any asset feature or attribute should you so desire. Integration is possible using ODBC compliant methodology, but for your convenience Cityworks also provides web service API's to facilitate integrations.
M2	The new system vendor must specify the amount of training recommended for each level of user. Typical users would be administrators, office data entry, field data entry, etc.
	Azteca provides standard training for users and will work with the organization to provide the optimal training based on the number of users, type of users and training methodology, i.e. train the trainer or traditional training.
M3	The new system must allow the user to add, update, delete, store, or display information in any module without exiting the initial system.
	Yes: Cityworks provides this function.
M4	The new system must have the ability to selectively download information into Excel, text file or to standard ASCII format.

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RFP Req. #	Requirement
	Yes: Cityworks provides tools for export to Excel.
M5	The new system must have querying capabilities that allows the user to sort and filter on essentially all appropriate data in each module.
	Yes: Cityworks provides this function.
M6	Does the new system allow the user to name and save developed queries for processing multiple times during future use?
	Yes: Cityworks provides this function.
M7	The new system must have a reporting system that allows the user to easily print out desired information pertaining to just the records that are queried (as described above).
	Yes: Cityworks provides the ability to build reports based on the above queries and print the information as well as the ability to format how the report appears in print. These reports can be built using Crystal Reports or SSRS (SQL Server Reporting Services). The reports can be created, stored and run as needed.
M8	The new system must have a reporting system that allows the user to easily print out desired information pertaining to active records or all records in the database.
	Yes: Cityworks provides the ability to build reports and print the information as well as the ability to format how the report appears in print. These reports can be built using Crystal Reports or SSRS (SQL Server Reporting Services). The reports can be created, stored and run as needed.
M9	The new system must have the ability to store and show images for each module, and name and attach image files to specific records in multiple popular formats. Provide file types that can be attached. Example: PDF, TIFF, etc.
	Yes: Cityworks provides this functionality. Documents and files of any type can be attached to service requests, work orders and inspections within Cityworks. Any type of file format can be attached.
M10	The new system must have the ability to store and show movies for each asset, and name and attach video files to

RFP Req. #	Requirement
	specific records in multiple popular formats.
	Yes: Cityworks provides this functionality. All video file formats may be attached to service requests, work orders and inspections within Cityworks. Any type of file format can be attached.
M11	The new system must have user-defined fields for each module to store and track additional information as needed.
	Yes: Cityworks provides this functionality- service requests, work orders and inspections are templates that can be built with custom fields that can be used to track additional information. Also comments and additional information fields are already provided with the standard templates supplied with Cityworks.
M12	The new system must provide a context-sensitive help selection that can be accessed from any screen, and displays help related to the screen in use.
	Cityworks provides a robust help section function and can easily display help regarding the screen the user has questions on. Although not context sensitive it is quite easy to navigate the Cityworks Help function to get to the required information.
M13	The new system must include a comprehensive user's manual for each user/site license documenting all operations of the system including System Administration functions. Manuals must include sample reports, screen illustrations and instructions, and example problems.
	Yes: Cityworks provides this function**.**
M14	The new system must provide for e-mail notification including notification to multiple persons via the City's standard email system, Novell GroupWise.
	Yes: Cityworks support standard email protocols like POP and SMTP as well as MS Exchange.
M15	The new system must provide for text notification, including notification to multiple persons.
	Yes: Text notifications are configured through email.

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Data Integrity and Security

RFP Req. #	Requirement
DIS1	The new system must provide an audit trail that captures the user's ID, a date and time stamp, and before/after values whenever changes are posted to the system database.
	Yes: Cityworks provides this function.
DIS2	The new system must have an "Administrator" module that allows the administrator to set user-level security access to the database.
	Yes: Cityworks provides this function.
DIS3	The new system administrator module must provide a means to set up user accounts, assign user passwords, and assign users to access-defined groups.
	Yes: Cityworks provides this function.
DIS4	The new system must permit the ability to provide view, read, write, update, and delete security at multiple levels including menu function, file, record, and field?
	Yes: Cityworks provides this function.
DIS5	Does the new system utilize an unlimited field size for comment and description fields throughout the system?
	Yes: Cityworks provides this function.
DIS6	Do the free form fields in the new system have basic word processing features such as word-wrap, spell check, cut, copy and paste?
	Yes: Cityworks provides this function.

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Ease of Use

RFP Req. #	Requirement
EU1	The new system must provide the ability to move from one module or function (i.e. work orders to inventory control) without logging into each module.(regardless of login privileges)
	Yes: For the most part the system allows this; however, accessing the functionality of Storeroom would require another sign on since it's a separate user interface.
EU2	The new system must provide a toolbar with graphical buttons to perform common functions.
	Yes: Cityworks provides this function.
EU3	The new system must include a comprehensive user's manual documenting all functions and operations of the system.
	Yes: Cityworks provides this function.
EU4	The new system must utilize a **Find** command function to search for selected data using a variety of simultaneous user-selectable search criteria.
	Yes: Cityworks provides robust searching functionality with access to all data fields tracked on the forms.
EU5	Does the new system provide the ability to move directly from one screen to another via menu selections, buttons or tabs without returning to a "main menu?"
	Yes: Cityworks provides this function.
EU6	The new system must visually distinguish between fields that are required, fields that are optional and fields that are display only.
	Yes: Cityworks provides this function.
EU7	Does the new system allow the users to define which fields are required and which fields are not required?
	Yes: Cityworks provides this function. Some fields are required out of the box and additional required fields can be

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RFP Req. #	Requirement
	established by an administrator.
EU8	Does the new system provide the ability to search the on-line help for a specific topic?
	Yes: Cityworks provides this function.
EU9	Does the user have the ability to customize the on-line help files?
	Yes: For an additional fee the raw documents that the user guides are developed in can be provided, however, those changes cannot be incorporated into the online help files since that process is handled during software compile.
EU10	Does the new system give clear and concise error messages? Can error messages be customized?
	Yes: Cityworks provides this function.
EU11	Does the new system provide the ability to customize a system calendar for non-working days and City holidays?
	Yes: Cityworks provides this function.
EU12	Does the new system allow user level preferences to be setup and saved?
	Yes: Cityworks provides this function.
EU13	Does the new system include a menu item that allows the user to view all open forms and select a form to bring to the top of the workspace?
	Yes: Cityworks provides this function.
EU14	Does the new system provide help for every form with a brief description of how to use the form?
	Yes: Cityworks provides this function.
EU15	Does the new system provide a calendar pop-up for date fields?
	Yes: Cityworks provides this function.

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RFP Req. #	Requirement
EU16	Does the new system documentation include step-by-step demonstrations or training aides for all forms in the system?
	Yes: Cityworks provides this function**.**
EU17	Does the **Find** command function button have the ability to search the database for a data name in ascending or descending sequence?
	Yes: Cityworks provides this function**.**
EU18	Does the new system offer spell-checking features throughout the system?
	Yes: Native function of the Firefox browser.
EU19	Does the new system allow column titles on data display forms to be changed?
	Yes: Cityworks provides this function through customization of the XML code
EU20	Does the new system offer data validation for data entry? For example street endings Ave and not AV.
	Yes: While we don't have data validation established for addressing in free form field, we do for all the dropdowns, etc. the data validation is established through the use of codes rather than free form entry. For Addresses the validation comes from a street code table that can be loaded with the organization's valid street names.
EU21	Does the new system have the ability to set up timeframe parameters for each work order (due date)?
	Yes: Cityworks provides this function**.**
EU22	Does the new system have the ability to develop or link to a vendor database for ordering, schematics, etc?
	Yes: Cityworks provides this function through custom integrations/interfaces.
EU23	Does the new system provide the capability to send & receive messages (E-mail) between the field and the office?
	Yes: Cityworks provides this function as part of the notification system to alert users of new work, new work status updates, etc.

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RFP Req. #	Requirement
EU24	Does the new system support input from mobile devices used to record physical equipment inspections?
	Yes: Cityworks provides this function.

GIS Integration

RFP Req. #	Requirement
	Integration of the system with the City's Geographic Information System (GIS) is an extremely important part of the overall project. The City is seeking, ideally, a seamless merging of new system functionality within its existing web mapping application.
GIS1	The new system must be compatible with the City's current ESRI products (version XX).
	Yes: Cityworks Server AMS is GIS Centric and built directly on ESRI's ArcGIS Server platform. Cityworks is ArcGIS 10.1 certified and also supports previous versions of the Esri software.
GIS2	The user should be able to query a work order and display in the map frame (the associated assets).
	Yes: Cityworks provides this function.
GIS3	The new system should allow for the queried address in the system to be displayed in the map frame
	Yes: Cityworks provides this function.
GIS4	The new system should allow a user to query a work order by address and display in the map frame.
	Yes: Cityworks provides this function.
GIS5	The new system should allow for the queried and/or selected assets (and types) in the frame to be sent to the work order form fill.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function.
GIS6	The new system should allow for viewing in the map frame all of the assets associated with a work order
	Yes: Cityworks provides this function.
GIS7	The new system must enable a user to select an area in the map frame and the system will display all work orders contained within the area.
	Yes: Cityworks provides this function.
GIS8	The new system must enable the user to query work orders in the system that will be displayed in the map frame or printed based on the following criteria:
GIS8-1	• Status of a work order such as pending, open, or closed work orders
	Yes: Cityworks provides this function.
GIS8-2	• Type of work orders such as planned maintenance or emergency work orders
	Yes: Cityworks provides this function.
GIS8-3	• Age of work orders and date of work orders
	Yes: Cityworks provides this function.
GIS8-4	• Work orders completed within a date range
	Yes: Cityworks provides this function.
GIS8-5	• Work orders completed by a specific crew
	Yes: Cityworks provides this function.

RFP Req. #	Requirement

GIS8-6	• Combinations of all of the above factors
	  • Work Orders of a certain asset type
	  • Work Order activity
	  • Work order associated with a Project
	  • Work order associated with a group work order

	Yes: Cityworks provides this function.
GIS9	The user can select a work order(s) within the system and the system passes the associated asset ID to the map frame (zoom to).
	Yes: Cityworks provides this function.
GIS10	The user can query a work order within the system by address and that address location is passed to the map frame. The user can query a customer service request in the system that will be displayed in the map frame or printed in a map (if a spatial hook is available (address, coordinate, e.g.,) based on the status of the customer service request or date of customer service request.
GIS11	The user can locate all other work orders on a map displayed within a user specified distance from the following:
GIS11-1	• A point picked by the user
	Yes: Cityworks provides this function due to ArcGIS being inherent to the Server AMS solution.
GIS11-2	• A utility feature picked by the user
	Yes: Cityworks provides this function due to ArcGIS being inherent to the Server AMS solution.
GIS11-3	• A set of utility features picked by the user
	Yes: Cityworks provides this function due to ArcGIS being inherent to the Server AMS solution.

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RFP Req. #	Requirement
GIS11-4	• An existing work order
	Yes: Cityworks provides this function due to ArcGIS being inherent to the Server AMS solution.
GIS 12	From the new system dashboard, the new system should allow a user to send assigned work orders to map frame.
	Yes: Cityworks provides this function due to ArcGIS being inherent to the Server AMS solution.
GIS13	The system must provide analysis/comparison of discrepancies between asset IDs between GIS and the CMMS and vice versa
	Because Cityworks utilizes the Esri Geodatabase as the asset database there is not another asset database required within the CMMS. This also eliminates the need for synchronization of asset IDs between systems.

Asset Management

RFP Req. #	Requirement
AM1	The new system must allow users to customize system codes that appear throughout the system, including code, description, activation date, and expiration date. Once added or modified, all codes and their description must be accessible via conveniently accessed pop-up or pull-down menus.
	Yes: During configuration organizations are able to populate values for system codes that will be displayed within the pull-down menus.
AM2	The new system must allow users to create user defined fields to meet their specific needs. Examples may include; Account Number; Address; Area; Building; Facility Type; Maintenance Type; Priority; Problem; Project; Tool
	Yes: Cityworks provides this function – custom fields may be created for any of the forms used in the Service Request, Work Order or Inspection templates. In addition, Cityworks is able to take advantage of the flexibility of the

RFP Req. #	Requirement
	Geodatabase to track specific information associated with assets.
AM3	The new system must maintain a history of all activities, including labor, part, and equipment costs that have been performed on a particular (asset) equipment unit.
	Yes: Cityworks provides this function.
AM4	The new system must have the ability to provide alerts to specific to assets, such as confined spaces (which trigger permissions, special equipment usage and procedures)
	Yes: Specific work order templates can be created with specific tasks attached to them outlining procedures for specific asset types, also attributes can also be created within the GIS asset repository to identify assets which require specific procedures, permissions, etc.
AM5	The new system must provide a complete, life-to-date history, listed in chronological order, of all activities performed on the asset, sortable and filterable by activity type.
	Yes: Cityworks provides this function.
AM6	The new system must be able to store, access, and display asset images (PDFs, DWG, JPG, XLS, DOC), including moving video (AVI, MPEG, etc.) images.
	Yes: Cityworks provides this function.
AM7	The new system must have the ability to track licenses/certifications for users of each type of asset/equipment and prompt renewal or expiration notices.
	Yes: Cityworks provides this function and the ability to tracked licenses and certifications for users of specific materials, equipment and asset types.
AM8	The new system must provide a complete inventory of all equipment used during a maintenance activity.
	Yes: Cityworks provides this function.

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RFP Req. #	Requirement
AM9	The new system must allow for a flexible naming scheme for inventoried assets.
	Yes: Cityworks provides this function and is handled within the Storeroom module
AM10	The new system must be able to record multiple labor costs, by job class including hourly rate type (i.e. regular, overtime, double time, holiday time, etc.) number of hours, and extended (i.e. calculated) costs.
	Yes: Cityworks provides this function as part of the ELM, equipment, labor and material options
AM11	The new system must be able to schedule an unlimited number of activities for each asset.
	Yes: Cityworks provides this function.
AM12	Does the new system have the ability to look at past repair history of an asset by: • Life to Date • Year to Date • Quarter to Date • Month to Date • By open work orders
	Yes: Cityworks provides this function through a robust ad-hoc search feature.
AM13	Inspection records for a given asset must be visible within that feature's module.
	Yes: Cityworks provides this function.
AM14	Inspection ratings must be user-definable.
	Yes: Cityworks provides this function.
AM15	Field inspection modules should be able to internally calculate next inspection dates on both fixed (based on schedule)

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RFP Req. #	Requirement
	and floating (based on completion) dates.
	Yes: Cityworks provides this function through the work order by tying the inspection to the work order
AM16	The new system should allow for GPS coordinates to be assigned to each asset.
	Yes: Cityworks provides this function.
AM17	The new system should have the ability to track warranties by user defined criteria.
	Yes: Cityworks tracks warranty information through the attribute data of an asset. This information is always identified and highlighted on work activities to insure that users are aware when an asset is still under warranty.
AM18	The new system must have the ability to track CIP projects, special projects, and in-house projects and differentiate between types.
	Yes: Cityworks provides this function.
AM19	The new system must have the ability to identify each project and link all costs, resources, requirements, contracts, work orders etc. using that identifier to track total project cost.
	Yes: Cityworks provides this function.
AM20	The new system must have the ability to track all work activities performed in a specific location or within a specific area.
	Yes: Cityworks provides this function.

RFP Req. #	Requirement
AM21	The system must allow for inquiry into: • Asset PM records/schedules • PM assignments • Asset service/repair histories • Warranty claim history
	Yes: Cityworks provides this function.
AM22	The new system must have the capability to record and maintain equipment acquisition data.
	Yes: Cityworks provides this function – all equipment acquisition data is managed within Storeroom
AM23	The new system must allow equipment be assigned unique identifiers.
	Yes: Cityworks provides this function.
AM24	The new system must allow for the review of repair and associated operating costs on equipment and components for any series of months, quarters, years, and life cycle.
	Yes: Cityworks provides this function.
AM25	The new system must track equipment downtime (in service/out of service) and for what reasons (reason for repair codes).
	Yes: Cityworks tracks this information through the use of custom fields added to the work activities. The custom fields are both searchable and reportable.

Reporting

RFP Req. #	Requirement
R1	The new system must come with report templates "out of the box" ready to use.
	Yes: Cityworks provides this function.
R2	The user must have the ability to create or modify reports using Crystal Reports or equivalent report generating software.
	Yes: Cityworks provides this function.
R3	The new system should be capable of producing a variety of reports and support ad-hoc queries such as: • Open Work Orders • Scheduled Maintenance • Service/Repair History report • Projected Manpower commitments • Project Parts/Materials commitments • Lines cleaned (or not cleaned) given a specified time period.
	Yes: Cityworks provides this function.
R4	An ad-hoc report writer must be included in the system.
	Yes: Cityworks uses Crystal Reports for report generation. These reports need to be created within Crystal Reports and provided to system users through Cityworks Server AMS. Cityworks provides ad-hoc search tools that can export the resulting data to Excel or send directly to a printer.
R5	The new system must enable customized reports to be saved by a specific user name or employee number.
	Yes: Cityworks provides this function

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RFP Req. #	Requirement
R6	The new system must have PDF, DOC (MS Word), and XLS (MS Excel) data export options.
	Yes: Cityworks provides this function – Cityworks provides for printing of information to PDF format and export to MS Excel.
R7	The new system must provide reports that meet GASB reporting requirements.
	Yes: Cityworks tracks the information needed for GASB34 reporting, and the organization may access that information either through the ad-hoc reporting functionality, or through Crystal Reports which is the system's default commercial report system.
R8	The new system must provide reports that meet CMON EPA reporting requirements.
	Yes: Cityworks provides this function – the reporting system can pull data from all areas of the Cityworks solution including data required for CMON EPA reporting.
R9	The new system must provide reports that meet CAL-EPA reporting requirements.
	Yes: Cityworks provides this function – the reporting system can pull data from all areas of the Cityworks solution including data required for CAL-EPA reporting.
R10	The new system must report production outputs as specified for particular activities (ie: feet of curb painted, etc)
	Yes: Cityworks provides this function – the reporting system can pull data from all areas of the Cityworks solution including the attribute data included in the asset database to calculate linear feet completed.
R11	The new system must be able to aggregate outputs over an extended period of time for "standing" work orders that are not closed after one item is done (i.e., a work order with many tasks that get closed, but the work order is still opened. For example, potholes, sewer line cleaning, painting stop markings).
	Yes: Cityworks provides this function – the reporting system can pull data from all areas of the Cityworks solution including work orders using tasks to report on aggregate outputs over time.

Customer Complaint Tracking

RFP Req. #	Requirement
CT1	The customer complaint system must have the ability to store the address of the complainant, as well as the address for the location of the problem, even if the addresses differ.
	Yes: Cityworks provides this function.
CT2	The customer complaint system must have the ability to work with no phone, name or address data of the complainant.
	Yes: Cityworks provides this function.
CT3	When a complaint is received, the call history of the complainant should be viewable on the screen with a minimal amount of steps (clicks).
	Yes: Cityworks provides this function.
CT4	When a complaint is received, the work history and events log for a particular area should be viewable on the screen (through a minimal amount of steps (clicks), and users should be able to select only certain types of work (street, water, storm, sanitary, etc.)
	Yes: Cityworks provides this function.
CT5	The customer complaint system must have the ability to track all edits (updates) to the service request database, showing what was performed, who performed it, and when it was performed.
	Yes: Cityworks provides this function.
CT6	The user must be allowed to customize an unlimited number of user-defined work request codes.
	Yes: Cityworks provides this function.
CT7	The user must be able to automatically create a service/work order from the customer complaint module, linking the complaint to the service/work order.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function; as service request being the initial form used to log a complaint in Cityworks where city crews can be dispatched to assess the issue, investigate and if required log a work order tied directly to the request.
CT8	The service request system must be linked to the customer complaint system, allowing the user to determine if any outstanding service request orders exist for the infrastructure system component being affected by the problem prompting the complaint.
	Yes: Cityworks provides this function it is one in the same system.
CT9	The user must be able to quickly view on screen and/or create a hard copy report of every service order assigned to the corresponding affected infrastructure system components.
	Yes: Cityworks provides this function**.**
CT10	The new system must have an auto-reply feature that will e-mail a citizen once a complaint has been resolved?
	Yes: Cityworks provides this function**.**

Service Request Component

RFP Req. #	Requirement
SR1	The new system should allow citizens to submit a request. Provide detail describing the system's ability to allow for a public input regarding service requests. It is desired to allow citizens to view their submissions, see other submissions, and receive status updates via e-mail/text.
	Yes: GM: Citizens may submit their requests through commercially available systems like SeeClickFix, CitySourced, PublicStuff, etc. Cityworks offers the API for 3rd party systems to tie into.

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RFP Req. #	Requirement
SR2	The new system should allow the user to record customer complaint information, and forward all service requests to the appropriate department.
	Yes: Cityworks provides this function
SR3	Does the service request section have a feature that will send an "alert" to a department letting them know that a service request is pending?
	Yes: Cityworks provides this function
SR4	The service request order system must have the ability to display or access any work activity by address, infrastructure system component type, activity, project, service request order number, or any combination thereof to update or close out a service request order.
	Yes: Cityworks provides this function
SR5	The service request order system must be able to select service request orders, by a status of Complete or Incomplete, within a specified date range.
	Yes: Cityworks provides this function
SR6	The service request order system must allow the user to track service request orders on multiple types of infrastructure system components, including components of sanitary sewer collection systems, water distribution systems, storm water collection systems, and street systems.
	Yes: Cityworks provides this function
SR7	The service request order system must allow the user to have access to user-defined fields and a comment field, for each affected infrastructure system component, regarding important information discovered during the service request order.
	Yes: Cityworks provides this function
SR8	The service request order system must be capable of accepting a detailed breakdown of all costs relating to the

RFP Req. #	Requirement
	construction, inspection, maintenance, operation, repair, and rehabilitation of each infrastructure system, including labor, material, and equipment.
	Yes: Cityworks provides this function as all equipment, labor and material costs are handled within the Work Order form that would be tied directly to the given service request.
SR9	The service request order system must provide for unlimited user-defined work request codes.
	Yes: Cityworks provides this function
SR10	The service request order system must have the ability to modify and update individual labor, material, and equipment cost line items, at any time before or after a service request order is closed.
	Yes: Cityworks provides this function as all equipment, labor and material costs are handled within the Work Order form that would be tied directly to the given service request. Once Closed on those with permissions can edit the Work Order.
SR11	The service request order system must have the ability to modify and update individual work task items, with or without costs associated with the work task, at any time before or after a service request order is closed.
	Yes: Cityworks provides this function as all equipment, labor and material costs are handled within the Work Order form that would be tied directly to the given service request.

Work Order Entry

RFP Req. #	Requirement
WO1	The new system must have the ability to generate and link multiple work orders from one service request and still maintain tracking of the original service requests.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function.
WO2	The new system must have the ability to track the following minimum data on the WO (both displayed onscreen and printed on a work order form): • Unique WO Number with the ability to link with other reference numbers. • Work Order Type • Asset number/Component ID • Asset/Component information • Date and Time Initiated • Activity • Source • Initiator • Originator • Emergency (Y/N) • Problem Description • Area Code • Location • System (i.e. traffic, storm) • Date/Time Work Started • Date/Time Completed • Status Code • Assigned To • Date/Time Assigned • Hours Worked • Materials Used • Work Done/Comments

RFP Req. #	Requirement
	• Estimated Hours • Fault Codes • Amount • Date/Time Closed • Additional user-definable field • Index Codes • Priority
	Yes: Cityworks provides this function Any field not out of the box can be added through custom fields
WO3	A WO must be able to be created without a service request.
	Yes: Cityworks provides this function**.**
WO4	Can the new system track a project that includes multiple WOs from various utility and public works modules?
	Yes: Cityworks provides this function
WO5	All work orders must display and print special instructions.
	Yes: Cityworks provides this function – special instructions can be attached to any and all work order template types specific to the type of work order it is; also the printing format can be configured to display the information required.
WO6	The new system must generate both scheduled and unscheduled Work Orders.
	Yes: Cityworks provides this function
WO7	The new system must be able to display or access any work activity, by component ID or WO number to update or close out a WO.
	Yes: Cityworks provides this function
WO8	The new system must be capable of accepting a detail breakdown of all costs (including labor, material, and equipment

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RFP Req. #	Requirement
	costs) relating to the construction, inspection, maintenance, operation, and repair.
	Yes: Cityworks provides this function
WO9	The new system must be able to record multiple material or spare parts costs, part number, stock location, quantity, and extended (i.e. calculated) cost.
	Yes: Cityworks provides this function This functionality is in Storeroom
WO10	The new system must allow a sufficient amount of textual comments for each component. The user must be able to activate a comment box that can accept user entered comments.
	Yes: Cityworks provides this function
WO11	The new system must be able to record multiple equipment used including equipment ID, hours used, and extended (i.e. calculated) cost.
	Yes: Cityworks provides this function
WO12	The new system must be able to modify and update individual labor, material, and equipment cost line items, at any time.
	Yes: Cityworks provides this function
WO13	The new system must allow the user to request or print any scheduled WO, by date, activity, priority, area, sub-area, facility, or any combination thereof.
	Yes: Cityworks provides this function.
WO14	The new system must allow for PM Schedules to be established both by time and usage.
	Yes: Cityworks provides this function.
WO15	The new system must calculate total labor (both total hours & cost) and total part costs from asset WO history.

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RFP Req. #	Requirement
	Y Yes: Cityworks provides this function.
WO16	The new system must have the ability to compare estimated hours vs. actual hours.
	Yes: Cityworks provides this function.
WO17	The new system must be able to track changes made to an existing WO.
	Yes: Cityworks provides this function This can be done through Audits
WO18	The new system must be capable of printing activity tasks on the WO along with a blank field to indicate completion. Any task left incomplete must be able to be dropped or automatically rolled into a future WO.
	Yes/No: Cityworks provides the functionality to print activity tasks on the WO; however incomplete work is not automatically rolled into future work
WO19	The new system must enable a WO to be created without associating the WO to an asset.
	Yes: Cityworks provides this function.
WO20	The new system must allow an unlimited number of reference documents of any file type (e.g., JPG, PDF, TIF, DOC, XLS, etc) be linked to the WO.
	Yes: Cityworks provides this function.
WO21	The new system must provide real-time statistics on completed and remaining work to be accomplished by specific WO and by WO type.
	Yes: Cityworks provides this function.
WO22	The new system must provide the ability to create master work orders with sub work orders.
	Yes: Cityworks provides this function Cityworks calls this Parent – Child work order relationships.

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RFP Req. #	Requirement
WO23	The new system must provide the ability to track a group of work orders as a project.
	Yes: Cityworks provides this function.
WO24	The new system must have the ability to create a WO for contract services.
	Yes: Cityworks provides this function.
WO25	The new system must enable the user to change or cancel work orders after they have been scheduled, depending on login rights.
	Yes: Cityworks provides this function.
WO26	The new system must enable the user to apply corrections to closed and completed work orders.
	Yes: Cityworks provides this function if proper authorization has been granted to a specific user to perform such functions.
WO27	The new system must allow the user to specify the number of days and hours an activity is due within.
	Yes: Cityworks provides this function.
WO28	The new system must have the capability to generate work orders automatically.
	Yes: Cityworks provides this function.
WO29	The new system must enable service requests and preventative schedule to prompt the generation of work orders.
	Yes: Cityworks provides this function.
WO30	The new system must have the ability to route work orders based on user defined criteria in workflow design with manual override and rerouting capability.
	Yes: Cityworks provides this function.

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RFP Req. #	Requirement
WO31	The new system must have the ability to create a PM schedule with automatic generation of a work order based on user defined criteria.
	Yes: Cityworks provides this functionality and allows generation from user defined criteria for both dates and metrics, i.e. runtimes, pressure settings, mileage, etc
WO32	The new system must be able to forecast and schedule preventative maintenance with the ability to modify as needed.
	Yes: Cityworks provides this function.
WO33	The new system must have the ability to route work orders for approval upon completion based upon user defined requirements.
	Yes: Cityworks provides this function.
WO34	The new system must have the ability to track all work activities performed in a specific location or within a specific area.
	Yes: Cityworks provides this function.

Preventive Maintenance Work Order Triggering and Processing

RFP Req. #	Requirement
PM1	All Preventive Maintenance work orders shall include: • Unique WO Number • Asset Number/Component ID • Maintenance Activity Code

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RFP Req. #	Requirement
	• Schedule Frequency • Date Initiated • Initiated By • Date Scheduled • Scheduled By • Date Assigned • Assigned By • Date Completed • Completed By • Date Closed • Closed By • Area • Sub-Area • Group • Crew ID • Supervisor ID • Manager ID • Work Type Code • Maintenance Type Code • Total cost • Vendor Equipment

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RFP Req. #	Requirement
	• Chargeable index & sub index • Labor & Parts • GIS Link
	Yes: Cityworks provides this function – the work order templates can be both configured and customized to display any data required through the use of out of the box fields and custom fields.
PM2	The new system must enable scheduling of maintenance (user defined time frames).
	Yes: Cityworks provides this function.
PM3	The new system must provide an area on Preventive Maintenance screen(s) that lists setpoints and configuration data.
	Yes: Cityworks provides this functionality
PM4	The new system must allow Preventive Maintenance activities by a fixed method (for example, every month regardless of when the last Preventive Maintenance was complete).
	Yes: Cityworks provides this function.
PM5	The new system must allow Preventive Maintenance activities by a floating method (for example, 30 days from the previous Preventive Maintenance close date).
	Yes: Cityworks provides this function.
PM6	The new system must have the ability to set up and schedule seasonal Preventive Maintenance activities.
	Yes: Cityworks provides this function.
PM7	The new system must provide the ability to easily modify a Preventive Maintenance schedule.
	Yes: Cityworks provides this function.
PM8	The new system must have the ability to notify a selected list of users if Preventive Maintenance work orders are

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RFP Req. #	Requirement
	delinquent.
	Yes: The notification would come through a configured InBox within Cityworks.
PM9	The new system must allow the generation of a single WO for a single activity to be performed on multiple equipment items. (For example, generate a WO to lube all chain drive units in a given area. When the WO is closed, automatically post material and labor costs to each individual equipment record and allow allocation of labor and parts equally, across all equipment items, or to separate equipment items.)
	Yes: Cityworks provides this function**.**
PM10	The new system must enable the creation of corrective/repair work orders during Preventive Maintenance without re-entering data.
	Yes: Cityworks provides this function – yes a child WO can be created from a PM Work Order without reentering any data.
PM11	The new system must have the ability to add unlimited comments to the Preventive Maintenance work done.
	Yes: Cityworks provides this function**.**
PM12	The new system must support dependent Preventive Maintenance triggers (i.e. if an asset has a Preventive Maintenance triggered then a sub-component of the asset could also have a Preventive Maintenance triggered).
	Yes: Cityworks provides this function – work order templates can be created to service the whole of unit or a subset of the asset groups associate with the asset as a whole.
PM13	The new system must enable triggering notification via email of Preventive Maintenance.
	Yes: Cityworks provides this function**.**
PM14	The new system must allow preventive maintenance to be scheduled by (1) time and/or date (2) meter usage (3) unit of product delivered (e.g. yard of ready mix concrete or ton of sand).

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RFP Req. #	Requirement
	Yes: Cityworks provides this function and would be available through the use of the Cityworks Metrics API which can be used to trigger work based on a specific set of data options such as meter usage.
PM15	The new system must allow for the association of PM tasks to one another so that a shop supervisor can group together certain PM tasks to be accomplished.
	Yes: Cityworks provides this function.
PM16	The new system must allow for multiple parts, materials, and special tools/equipment to be assigned to each PM task.
	Yes: Cityworks provides this function.

Field/Mobile System

RFP Req. #	Requirement
FM1	The new system must enable the efficient use of a variety of portable computing devices including: • Laptop Computer • Pen-based Computer • Handheld Computer • Tablet • PDA
	Yes: Cityworks provides this function.
FM2	The new system must enable full functionality when using field (portable) equipment including accessing and updating records.

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	Yes: Cityworks provides this function – Depending on the field unit you may have full functionality or partial functionality. The core web-based system can be deployed on Windows 8 tablets with a wireless connection, and provide full functionality.

Fleet Services

RFP Req. #	Requirement
FS1	The new system should provide inquiry and reporting of equipment utilization.
	Yes: Cityworks provides this function**.**
FS2	The new system should contain a drill-down graphical representation of the relationship between equipment.
	Yes: Cityworks provides this function**.**
FS3	The new system must calculate "current" equipment value and replacement value.
	No: This functionality is not provided through Cityworks, but can be included through integration to analysis applications.
FS4	The new system must provide a variety of cost methods including: (1) LIFO (2) FIFO (3) Weighted Averaging.
	Yes: Cityworks provides this function**.**
FS5	The new system should be able to report on information for all work orders or for the entire fleet, ie: average turnaround time for a repair order, average percentage of fleet that is out of service at any given time etc...
	Yes: Cityworks provides this function**.**

Stock/Inventory

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RFP Req. #	Requirement
SI1	The new system must be able to inventory spare parts using min/max control.
	Yes: Cityworks provides this function; Min is an out of the box field. Max would need to be custom field. You won't be able to control inventory with max like the min.
SI2	The new system must set up so that all parts information can be accessed by part number, vendor part number, or manufacturer part number.
	Yes: Cityworks provides this function.
SI3	The new system must establish and maintain a record of all parts used in maintenance and overhaul activities.
	Yes: Cityworks provides this function.
SI4	The new system must record and display all part issues, receipts, transfers and audits.
	Yes: Cityworks provides this function.
SI5	The new system must maintain a record for each vendor that is used for supplying parts for the maintenance of equipment.
	Yes: Cityworks provides this function.

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Water System

RFP Req. #	Requirement
WS1	The new system must store asset information for the features that make up a water distribution system. This information must include data typically found in a set of engineering drawings. The system must track the following system inventory features: • Valves; Pipes; Hydrants; Flow Meters; Pump Stations; Pumps; Storage Facilities; Nodes; Service Taps; Backflow Prevention Devices; Supply Sources; Sampling Stations; Pressure Regulating Valves/Pressure sustaining Valves and Altitude Control Valves; Other asset items stored/tracked in the current system
	Yes: Cityworks provides this functionality through the use of the ArcGIS Geodatabase as the asset database
WS2	The new system must provide tools to maintain network connectivity when editing the features that make up the water distribution pipe network.
	Yes: Cityworks provides this function through the use of the ArcGIS editing toolset.
WS3	The new system must store field inspection information for the inventory items listed below: • Valves • Hydrants • Flow Meters • Pump Stations • Pumps • Storage Facilities • Backflow Prevention Devices • Supply Sources • Vaults • Pressure Regulating Valves / Pressure sustaining Valves, Air/Vacuum Valves and Altitude Control Valves.

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RFP Req. #	Requirement
	Yes: Cityworks facilitates this through the organization's Esri GIS database which is read directly by Cityworks.
WS4	The new system must store information regarding hydrant flow testing.
	Yes: Cityworks provides this function**.**
WS5	Specific information about the following new system features must also be stored in the Hydrant Flow Testing section as well as allowing for multiple entries for each item type: • Pumps running during the hydrant flow test • Storage tank levels during the hydrant flow test • Flow meter readings taken during the hydrant flow test
	Yes: Cityworks provides this functionality through custom inspections
WS6	The new system must store information regarding backflow preventer testing and notify users in advance of when devices are to be tested annually.
	Yes: This is a manual operation and as long as the organization has an asset inventory of bfp's in GIS, an inspection field date can be associated to each bfp, and GIS queries can be performed to create work orders for testing. However, that only needs to be performed one time because a cycle can be defined on each work order, but those work orders would have to be queried or placed in an InBox.
WS7	The new system must store information regarding main breaks in the system and associate the main break record with a pipe segment in the pipe inventory information.
	Yes: Cityworks provides this function
WS8	The new system must store information regarding benefit districts and allow the user to associate pipe inventory records with the benefit district records.
	Yes: The districts can be tracked in the Esri Geodatabase and associated with infrastructure

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WS9	The new system must store information regarding water rights and allow the user to associate water right records with supply source records.
	No: Cityworks does not provide this functionality
WS10	The new system must log water sampling results at each asset.
	Yes: Cityworks provides this function**.**
WS11	Water meters must be cross referenced and associated with the service line (lateral), address, pipe segment (node to node) and backflow prevention device.
	Yes: This is handled through the use of the Esri Geodatabase. The system requirements can be developed through development of a water model and network.
WS12	Water meters must have a link to maintenance work orders including associated links and customer service queries and customer service work orders.
	Yes: Cityworks provides this function**.**
WS13	Water meter information should include date of installation , type of meter, size of meter, size of service line (lateral), classification (e.g. commercial, industrial, residential, etc.), radio read devices or automated meter reading (AMR) cycle, etc.), electronic register type or serial number, average monthly winter use, average monthly peak use.
	Yes: Cityworks provides this function – all attribute data regarding assets is managed and stored in the GIS
WS14	Water meter information should include date of flow test, flow testing results and accuracy measurements including high, medium and low flow test results, percentage accuracy for each range, manufacturer accuracy parameters for each range and link or associate with work orders(s) for flow meter testing maintenance.
	Yes: Cityworks provides this function – the history for any service, maintenance or inspections is tied directly to the

RFP Req. #	Requirement
	corresponding asset.
WS15	The new system must link in all inventories the fire hydrant or other appurtenance identifier number to a water valve identifier and water main node identifiers? (e.g. The water valve inventory notes associated fire hydrant or other appurtenances and the associated water main nodes.).
	Yes: Cityworks provides this function – all attribute data regarding assets are managed and stored in the GIS
WS16	The new system must have the ability to track water facility/sites (e.g., pump house, generator building) with the water module?
	Yes: Cityworks provides this functionality through the use of the ArcGIS Geodatabase as the asset database.

Sanitary Sewer System

RFP Req. #	Requirement
SS1	The new system must be structured to allow the user to track inventory information on all key sanitary sewer collection system features including pipes, manholes, service laterals, pump stations, pumps and flow basins. This inventory information should include the information typically found in a set of engineering design plans and construction record drawings.
	Yes: Cityworks provides this function.
SS2	The new system must identify a pipe segment as a length of pipe from one upstream manhole/structure to the next downstream manhole/structure. If the manhole does not exist in the Manhole File, the user needs to be prompted and allowed to automatically create a record in the Manhole File in the Inventory.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function.
SS3	When prompted to create a new manhole feature, the system must require all pertinent attribute information to be entered.
	Yes: Cityworks provides this function.
SS4	The new system must store information regarding the pipe diameter, length, material type, upstream and downstream manhole rim and pipe invert elevations, and other information and source information typically found in a set of engineering design plans and construction record drawings.
	Yes: Cityworks provides this function.
SS5	As the new system information is determined from field investigations to be different from the information stored in the Pipe File, the system through a QC process will update the Pipe File.
	Yes: Cityworks provides this function.
SS6	From a pipe segment record in the Pipe inventory, the user must have the ability to view information for all service line connections to that pipe.
	Yes: Cityworks provides this function.
SS7	From a pipe segment record in the Pipe Inventory, the user must have the ability to go directly to the record for next upstream or downstream pipe segment. If there are multiple choices, the user must be prompted as such and allowed to select the appropriate choice.
	This is not necessary or applicable in Cityworks because Cityworks displays the up and downstream assets in GIS.
SS8	Current and historical (i.e., record drawing) elevation data/datum for both the upstream and downstream manholes must be stored in the Pipe Inventory.
	Yes: Cityworks provides this function through the use of the Esri Geodatabase

RFP Req. #	Requirement
SS9	The new system must automatically extract the most accurate elevation information from field inspection activities on all pipe segments and update the current elevation data/datum.
	Cityworks does not automate this function, but work that requires an update to the asset data can be flagged and manually updated based on the information tracked on the activity.
SS10	The new system must provide a series of quality control check programs designed to identify erroneous or suspect data in the sanitary sewer inventory information.
	Yes: Cityworks provides this function and there are several QC approaches to verify that asset attribute data is accurate from the field. One method is to employ a versioning methodology where changes in the GIS data are posted to a version controlled by a GIS coordinator and then QC'd, verified and published.
SS11	The new system must have the ability to store a unique alphanumeric manhole identifier.
	Yes: Cityworks provides this function and is managed through the data supplied in the attribute field tied to each asset within the GIS asset database
SS12	The new system must store information regarding the manhole type, manhole diameter (or structure configuration), material type, rim elevation and depth, inverts of pipeline and other information typically found in a set of engineering design plans and construction record drawings.
	Yes: Cityworks provides this function and is managed through the data supplied in the attribute field tied to each asset within the GIS asset database
SS13	As information is determined from field investigations to be different from the information stored in the Manhole File, the system through a QC process will update the Manhole File.
	Yes: Cityworks provides this function and there are several QC approaches to verify that asset attribute data is accurate from the field. One method is to employ a versioning methodology where changes in the GIS data are posted to a version controlled by a GIS coordinator and then QC'd, verified and published.

RFP Req. #	Requirement
SS14	The new system must have the ability to track the location of the connection point to the sewer main, based on footage from a known manhole, for wyes, tees, risers, and taps.
	Yes: This functionality is supported in Cityworks and is a function of the GIS
SS15	The new system must allow the user to store multiple points of connection for one address, and track the status (i.e., Active, Inactive, and Abandoned) of each connection.
	Yes: Cityworks provides this function through the GIS
SS16	The new system must store inspection information regarding each service connection, to be used either as a stand-alone product or to cross-link to another package.
	Yes: Cityworks provides this function
SS17	The new system should store permitting information regarding each service connection, to be used either as a stand-alone product or to cross-link to another package.
	Yes: Cityworks provides this function either through integration to a 3rd party system or while using Cityworks Server PLL as the core permitting system. Electronic copies of all permits may be attached as files to the asset connection in question as well.
SS18	The new system must have the ability to store basic pump station information including station capacity, construction date, type of station, and a listing of all pumps within the pump station.
	Yes: Cityworks provides this function through the use of the Esri Geodatabase. This information would be developed and maintained in the organization's GIS database.
SS19	The new system must store, for each pump within the pump station, standard information regarding the pump type, flow rating, and condition.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function through the use of the Esri Geodatabase
SS20	The new system must store, for each pump within the pump station, pump curve information for single speed, dual speed, and variable speed pumps.
	Yes: Cityworks provides this function through the use of the Esri Geodatabase
SS21	The new system must have the ability to store multiple inspection information records on the pump station and be able to see a list of all the inspection records.
	Yes: Cityworks provides this function
SS22	The new system must have the ability to store multiple inspection records on a pump and be able to view a list of all the inspection records for the pump.
	Yes: Cityworks provides this function
SS23	The pipeline rating system must conform to the National Association of Sewer Service Companies, Inc. (NASSCO) Pipeline Assessment and Certification Program (PACP) standards.
	Yes: Cityworks provides this function
SS24	The new system must have the ability to export descriptive inspection data to the Standard PACP Data Format.
	Yes: Cityworks work order data is exported to a blank PACP exchange database, populating the pipe segment IDs and other applicable fields. This data from the PACP exchange database is loaded into any third-party database using their software. The observations from the TV inspection are then added to a PACP database, using the third-party software program. Once the TV inspection is complete, the Cityworks CCTV Interface for PACP is used to import TV inspection data from the PACP data exchange database directly to the TV Inspection form associated with the Cityworks work orders.
SS25	The new system should have the ability to store typical information collected from internal television inspection of sewer lines.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function
SS26	The new system should have the ability to store and display multiple images or videos for any individual television inspection observation.
	Yes: Cityworks provides this function
SS27	The new system should display the results of the television inspection observations graphically, showing both the upstream and downstream manholes as well as the individual observations shown at their appropriate locations along the length of pipe.
	Yes: Cityworks does not display the observations graphically, but rather in a table format.
SS28	The new system must have a method by which each observation can be assigned a flow rating number, a structural rating number, and a cleaning rating number.
	Yes: Cityworks provides this function this can be designed into the inspection template through the Cityworks Designer tool.
SS29	The new system must allow the user to track all observations within a pipe segment, automatically assigning to each defect an infiltration rate, a structural condition rating, and a cleaning rating based on PACP standards.
	Cityworks CCTV inspections generate overall condition ratings for the pipe based on the sum of the observations and their associated scores. These observations and scores are based on the PACP standards and capture the PACP individual ratings as well as composites.
SS30	The new system must have a method where the individual rating numbers based on the PACP standard are totaled, allowing for a quantitative comparison between different pipe segments.
	Cityworks provides these ratings in relation to each pipe segment and it's corresponding inspection. The ratings for each segment are based on the PACP standards and recorded in the Cityworks database for querying and reporting.

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RFP Req. #	Requirement
SS31	The new system must have the ability to track the results of rehabilitation on the sewer system, reducing the flow, structural, or cleaning ratings as determined by the user.
	Yes: Cityworks can track the rehabilitation that was done, but those activities will not generate a "result" in Cityworks that is tracked. The recommendation would be to integrate with hydraulic modeling applications which can pull in the rehabilitation/maintenance activities in Cityworks and use other system information (pressure, flow, etc.) to model the results of the activities.
SS32	The new system should be compliant with NASSCO and PACP coding standards.
	Yes: Cityworks is compliant
SS33	The new system must have the ability to store both an estimated flow rate based on the defect from rates stored in a user defined table, as well as an observed flow rate.
	Yes: These would be stored in the GIS tables and they wouldn't necessarily be based on data stored in other tables, but rather based on analysis from another system.
SS34	The new system must store field verified inventory information for the manhole from the cover to the bench and trough.
	Yes: Cityworks provides this function
SS35	The new system must store flow and structural values for every component of the manhole from the cover to the bench/trough.
	Yes: Cityworks provides this function this seems like it would actually be part of the attribute tables found in the GIS, although all physical observations edits can be managed within Cityworks as well.

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Storm Water System

RFP Req. #	Requirement
SW1	The new system must be structured to allow the user to track inventory information on all key storm sewer collection system features including pipelines, inlets, manholes, biofiltration and detention ponds, storm water quality structures, and flow basins. This inventory information should include the information typically found in a set of engineering design plans and construction record drawings.
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.
SW2	The new system must be structured to include an integrated storm sewer inspection system.
	Yes: Cityworks provides this function storm sewer inspections can be configured within and are integral to the Cityworks solution
SW3	As new system information is determined from field investigations to be different from the information stored in the Pipeline File in the Inventory, the system through a QC process will update the Pipeline File.
	Yes: Cityworks provides this function and there are several QC approaches to verify that asset attribute data is accurate from the field. One method is to employ a versioning methodology where changes in the GIS data are posted to a version controlled by a GIS coordinator and then QC'd, verified and published.
SW4	The new system must be structured to track current NPDES requirements.
	Yes: Cityworks can be configured to track NPDES requirements
SW5	The new system must identify a pipe segment as a length of pipe from one upstream structure (or node) to the next downstream structure (or node). If the structure does not exist in the Structure File, the user needs to be prompted to insert the pertinent attributes and allowed to automatically create a record in the Structures File in the Inventory.
	Yes: Cityworks provides this function and there are several QC approaches to verify that asset attribute data is accurate from the field. One method is to employ a versioning methodology where changes in the GIS data are posted to a version

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RFP Req. #	Requirement
	controlled by a GIS coordinator and then QC'd, verified and published.
SW6	The new system must store information regarding the pipe diameter, length, material type, upstream and downstream manhole rim and invert elevations, and other information typically found in a set of engineering design plans and construction record drawings.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS; Cityworks can read and see any and all data in the attribute fields and display that information.
SW7	The new system must store information regarding the sources of data used to populate records with conduit segment lengths and invert elevations in the pipeline file in the Inventory.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS
SW8	From a pipe segment record in the pipe file, the user must have the ability to go directly to the record for next upstream or downstream pipe segment. If there are multiple choices, the user must be prompted as such and allowed to select the appropriate choice.
	This is not necessary in Cityworks because the system displays the up/downstream assets on the GIS map.
SW9	Current and historical (i.e., record drawing) elevation data for both the upstream and downstream structures must be stored in the pipe file.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS
SW10	The new system must have the ability to store field inspection information on each pipe.
	Yes: Cityworks provides this function
SW11	The new system must store information regarding the structure type, structure diameter (or structure configuration), material type, rim elevation and depth, and other source information typically found in a set of engineering design plans and construction record drawings.

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RFP Req. #	Requirement
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS

Streets and Traffic Control

RFP Req. #	Requirement
ST1	The new system must provide a physical inventory of assets such as: • Signs (date installed, dates of maintenance cycle, tracking future maintenance, retro-reflectivity testing and treatment, size, shape, what's on sign) • Pavement Markings (paint, dura-stripe, etc.) • Pavement Marking Objects (reflectors, buttons, etc.) • Street Lights (wattage, type of light, type of pole, height, shielding, date installed, maintenance • Bridges • Traffic Signals • Controllers • Traffic Calming Devices (type, location, date installed, maintenance, striping) • Curbs • Sidewalks • Street Trees • Administrators will need the capability to create new inventory types
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.
ST2	The new system must allow the user to create custom data fields. Customizable fields must be available for every

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RFP Req. #	Requirement
	inventory type (Street, Signs, Trees, Street Markings, etc.)
	Yes: Cityworks provides this function
ST3	The new system must maintain a record of all traffic devices and test results.
	Yes: Cityworks provides this function
ST4	The new system must provide a cross-reference capability, (i.e., signal address cross-referenced to part).
	Yes: This would be developed w/in the organization's GIS database as a relationship class.
ST5	The new system must display the most recent activity performed on a traffic device, including activity type and date. When a new activity is added, the traffic main screen must automatically be updated.
	Yes: Cityworks provides this function
ST6	The new system should provide a cross-reference capability for associating equipment to intersections and street segments.
	Yes: Cityworks provides this function through the use of the Esri Geodatabase

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RFP Req. #	Requirement
ST7	The new system must be able to display the following information for all the scheduled maintenance associated with traffic devices: • Work order status • Scheduled maintenance interval • Next scheduled maintenance date • Last scheduled maintenance date • Start of scheduling cycle • End of scheduling cycle • Crew assigned to maintenance • Authorization for the WO • Type of maintenance
	Yes: Cityworks provides this function
ST8	The new system should allow additional comments to be associated with the performance of each device tested.
	Yes: Cityworks provides this function
ST9	The new system should store time started and time completed for traffic device assembly tests.
	Yes: Cityworks provides this function
ST10	The new system should have the ability to automatically e-mail reports of street and/or traffic device work to user-selected addresses
	Yes: This would be a manual process, but the software could do it.

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Pavement Maintenance

RFP Req. #	Requirement
PM1	The new system must store basic street inventory information including street length, width, and pavement type. In addition, the new system should store present and historical information about the base and surface course thickness, route information, CBR ratings, ADT counts, and truck counts.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS
PM2	The new system must provide an in-depth field inspection rating system matching industry standards and condition evaluation that can include various types of pavement distress. In addition, the new system should provide curbs and gutters, sidewalks, driveway approaches and parking.
	Yes: All asset attribute data is stored and maintained in the GIS. This can be done through MicroPaver and the Cityworks Paver Interface
PM3	The new system should store field inspection condition evaluation and replacement estimates for curbs and gutters, sidewalks, and driveway approaches.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS
PM4	The new system must use a standard 100 point Pavement Condition Index (PCI) system for comparing pavements of similar and/or dissimilar surface types.
	Yes: They can calculate the PCI value based on the Cityworks pavement inspections or through MicroPaver and then importing to Cityworks
PM5	The new system must provide a PCI value for the inspection date and a current theoretical PCI value.
	Yes: Cityworks provides an interface to Micropaver, which would be used to handle this need
PM6	The new system must provide for industry standard deterioration curves and recommended field rating techniques for asphalt, concrete, composite, and gravel surfaces to enable the user to redefine or define any new surface types as necessary.

Attachment C

RFP Req. #	Requirement
	This would be functionality provided through MicroPaver
PM7	The new system should include additional fields for inventory information on curb and gutters, sidewalks, driveways, parking areas, and structures such as bridges, culverts and guardrails.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS
PM8	The new system should provide a storage point for pavement data that is not typically available in routine field inspections such as original and existing pavement layer thickness, right-of-way width, project dates, soil testing results, average daily traffic volumes, and defining special routes such as sweeping, bus, school, sanitation and trucks.
	Yes: Cityworks provides this function all asset attribute data is stored and maintained in the GIS also custom fields can be built into any inspection, service request of work order template to display this data.
PM9	The new system must include a pavement management forecast-modeling program that allows the user to perform 'what-if' scenarios by varying budget amounts, deterioration rates, rehabilitation costs, maintenance strategies, and rehabilitation breakpoints. The model shall prioritize, suggest, and provide cost estimates for projects in the system and be able to group areas by subdivisions, arterials, collectors and residential classifications.
	This would be functionality provided through MicroPaver
PM10	The new system must contain numerous features to reduce data entry and validate data such as the use of numeric codes to pull up common text strings, full street name validation, data entry carry-over buttons, function keys, and a global recalculate all segment PCI value feature.
	Cityworks does not provide this functionality
PM11	The new system must enable the user to tailor their capital improvement program through use of a modeling planning table allowing the user to select certain projects to be done in specific years and use the unbiased and optimized model to fill in the remaining gaps. The planning table shall also be used to demonstrate the long term maintenance effects of new pavement development.

Attachment C

RFP Req. #	Requirement
	This would be functionality provided through MicroPaver
PM12	The new system must have the ability to divide street segments when a change in pavement characteristics is observed. (i.e., pavement type, # of lanes, previous overlays etc.) This allows tracking the different sub segments of the street independently.
	This is managed through development of a roads network in Esri GIS with their editing tools for data management
PM13	The new system should keep an inventory of structures on street segments.
	Yes: Cityworks provides this function
PM14	The new system must be integrated with the GIS program allowing the street network to be viewed graphically along with inspection and modeling results and allowing the user to detect trends in system deterioration, locate structures, or map inspection routes for work crews.
	Yes: Inspection results could be provided by Cityworks, but the modeling results would be handled by MicroPaver.
PM15	The new system should provide the segment and intersection foundation for tying in other infrastructure assets such as Markings, Signs, Posts, Signals, Accidents, and Street Lights.
	Yes: Cityworks provides this function
PM16	The new system should be linked to an integrated customer complaint and work order management system.
	Yes: Cityworks provides this function
PM17	The new system must have the capability of developing annual need tables over a programming period of five to ten years.
	This would be functionality provided through MicroPaver
PM18	The new system must have the capability to evaluate alternative Maintenance / Rehabilitation strategies required to meet the identified needs.

Attachment C

RFP Req. #	Requirement
	This would be functionality provided through MicroPaver
PM19	The new system should have the capability to perform financial planning analysis and reporting utilizing multiple annual budget streams.
	This would be functionality provided through MicroPaver
PM20	The new system should include calculation of PCI system-wide and by functional classification, in current, past, and future scenarios
	This would be functionality provided through MicroPaver
PM21	The new system must keep historical data of pavement treatments, pavement ratings, and PCI by individual street segments and system-side.
	Yes: Cityworks provides this function through the use of the Esri Geodatabase and the Cityworks System and is also a functionality provided through MicroPaver
PM22	Does the new system allow for viewing of Pavement Condition Index (PCI) on a street network in the GIS under current conditions and in future years under various budget scenarios?
	This would be functionality provided through MicroPaver

Attachment C

Parks, Parking Lots and Building Facilities

RFP Req. #	Requirement
PF1	The new system should have a specific parks module.
	Yes: Cityworks provides this function`
PF2	The new system must provide a Facility Inventory form including facility name, facility type, description, address, area, year built, a special instructions field for user specified comments, and miscellaneous fields for user specified data. The titles of the miscellaneous fields may be customized by the user. For example, the user could use these fields to keep acreage, square footage and construction type of the facility.
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.
PF3	The new system must maintain an inventory of information on all facilities, such as buildings, classrooms, air conditioning, lighting, and elevators.
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.
PF4	The new system should be able to track utility usage by facility or park (ex: gas, water, electric).
	Yes: This can be done through readings or on SR or WO's as a custom field, but can also be tracked in a field in the GIS that is edited through Cityworks.
PF5	The new system must be able to track inventory of items such as trees, irrigation equipment, drinking fountains, water features and playground equipment.
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.
PF6	The new system should provide the capability to track parking lots and parking lot assets.
	Yes: This data would be developed, managed and referenced by Cityworks from the organization's GIS database.

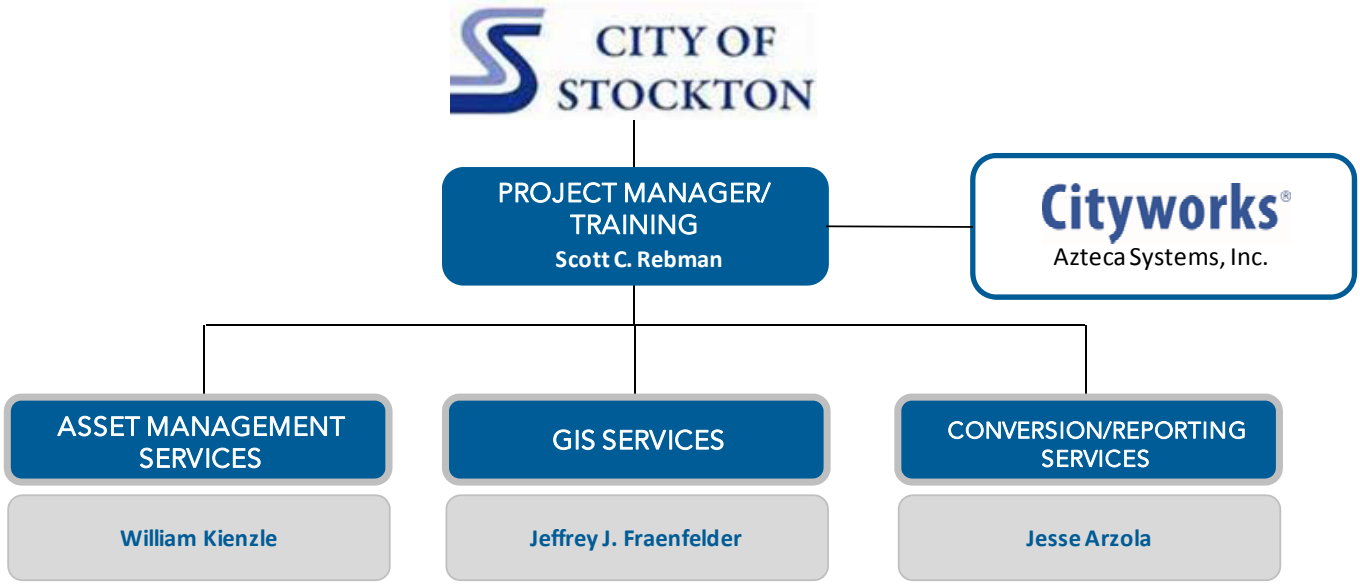
Attachment C

SECTION 8.0

IMPLEMENTATION APPROACH

rjngroup

8.1 PROJECT ORGANIZATION CHART



Project Team Bios

The RJN Implementation Team will be responsible for all aspects of the implementation including Requirements Analysis, Conversion, Software Installation, Implementation Support, and Training. This team has worked together conducting implementations for asset management tools and GIS solutions for 20+years.

Team Member	Qualifications	Relevant Experience
Scott C. Rebman	• 37 years of experience • BA/MS – Education • Cityworks Implementation Specialist	Mr. Rebman has experience with: • ESRI Implementations • Hardware Needs Assessments • Enterprise Asset Management Systems and Asset Management Needs Assessments, Implementations, Conversions, and Installations • Developing and Conducting Training Programs
Jeffrey J. Frauenfelder	• 32 years of experience • MS – Civil Engineering • BS – Geological Science • ESRI ArcGIS Specialist • Cityworks Implementation Specialist	Mr. Frauenfelder has experience with: • GIS Database Development, Mapping, Conversion and Migration • ESRI ArcGIS Application Tools Development • College-level GIS Instructor

Team Member	Qualifications	Relevant Experience
William Kienzle	• 24 years of experience • BS – Civil Engineering • Cityworks Implementation Specialist	Mr. Kienzle has experience with: • Database Development • Customized Applications for Asset Inspection Data, Asset Inventory, Asset Maintenance and Management • NASSCO Standards and Applications
Jesse Arzola	• 21 years of experience • BA – Computer Science • Oracle, SQL, Access, .Net Expertise	Mr. Arzola's experience includes • Data Conversion and Migration • Crystal Reports Design and Development • NASSCO Standards and Applications

8.2 IMPLEMENTATION METHODOLOGY

The scope of work and approach for the implementation of Cityworks for the City of Stockton MUD and Public Works Department will be completed through four distinct phases of activities for each department.

- Phase 1 - Startup
- Phase 2 - Pilot
- Phase 3 - Production
- Phase 4 - Enhanced Production

These phases will be conducted as separate tasks for MUD and the Public Works Department resulting in an eight-phase implementation. The tasks and deliverables for each of the tasks are described in detail below.

Phase 1 – Startup

Key Tasks:

- Workflow Workshop
- Asset Data Review Workshop
- System-wide Code Development
- Implementation and Data Conversion Plan
- Initial Installation: Server and Designated Computers

The Workflow and Asset Data Review Workshops will be integral to providing the information to effectively develop the Implementation Plan, Data Conversion Plan, and Project Schedule for the installation of each Department. It is our understanding that the City intends to convert historical data, i.e. service requests, work orders, warehouse or inspections from their existing software tools. The Workshops will focus on addressing current workflow and data management needs.

Requirements Workshops

Onsite **Workflow Workshops** will be held with representatives from MUD and the Public Works Department (2 days for each Department). The purpose is to provide an overview of Cityworks features and functions, and develop a plan to match functionality with each Department's workflow and informational needs. Areas to be examined will be asset information, mapping, customer service requests, work orders (PM and CM), job costing, and warehouse. The outcome of these workshops will be an evaluation and review of current workflow, system wide codes, and follow-up coding activities for the pilot project.

An onsite **Data Conversion Review Workshop** will be held with representatives from MUD and the Public Works Department (1 day for each Department). The purpose is to examine existing data sources that would be beneficial to store in Cityworks. The outcome of this workshop will be an evaluation of data sources and potential conversion into Cityworks.

Work Plans

Implementation Plans will be developed for each Department and will describe the project approach and remaining phases with detail gathered from the workshops. It will list identified tasks and responsible parties. This document is the project roadmap from initial project kickoff to Go Live.

The **Data Migration** plan will list available system wide coding tables and mapping of fields. This document will be the basis for configuring the Cityworks System Tables with validated list of values.

The **Data Conversion** plan will list available data sources and mapping of fields in Cityworks. A time and cost estimate will be provided for each designated data source. This document and subsequent approval by the City of Stockton will be the basis for the data conversion scope of work.

The **Project Schedule** will be developed showing the project tasks, phases, and details.

Initial Software Installation

Installation of the Cityworks Enterprise Edition (2 days) will be performed on the City's designated server and pilot computers.

Deliverables

Document Deliverables for Phase 1 are listed in the following table. They will be the delivered to the respective Department Project Teams for their review, modification, and approval.

Phase 1 Deliverables	Stockton	RJN	Format
MUD Implementation Plan including coding activities	Review	Primary	Word/Excel
MUD Data Migration Plan	Review	Primary	Word/Excel
MUD Data Conversion Plan	Review	Primary	Word/Excel
MUD Project Schedule	Review	Primary	Excel
Public Works Implementation Plan including coding activities	Review	Primary	Word/Excel
Public Works Data Migration Plan	Review	Primary	Word/Excel
Public Works Data Conversion Plan	Review	Primary	Word/Excel
Public Works Project Schedule	Review	Primary	Excel

Phase 2 - Pilot

- Data Conversion
- System Configuration
- Pilot Training
- Pilot Support

Phase 2 Deliverables	Stockton	RJN	Format
MUD Data Conversion	Assist	Primary	SQL Loader
MUD System Configuration – Data Migration	Assist	Primary	Onsite Installation
MUD Pilot Training	Assist	Primary	Onsite Training
MUD Pilot Support	Assist	Primary	Web/Phone Conferences
Public Works Data Conversion	Assist	Primary	SQL Loader
Public Works System Configuration – Data Migration	Assist	Primary	Onsite Installation
Public Works Pilot Training	Assist	Primary	Onsite Training
Public Works Pilot Support	Assist	Primary	Web/Phone Conferences

Data Conversion

Prior to the pilot training, the approved data sources from the Phase 1 Data Conversion Plan will be converted into Cityworks. The data sources will be prepared by each Department in Excel or Access. A SQL Loader routine will be created to insert the data into designated Cityworks tables.

System Configuration/Data Migration

Prior to the pilot training, System Configuration and Data Migration tasks (1 day) will be conducted. Tasks include establishing users and security profiles, and configuring System Tables. This will be done for each Department.

Pilot Training

Onsite training (3 days) will be provided to each of the respective Departments customized to their data management and work order needs. The purpose of the Pilot Training is to provide hands on usage of the application and allow the City project team members to evaluate workflows, examine data and codes, and test and create Standard Operating Procedures (SOPs) to ensure that the system features and functions as defined will meet the needs of the Department.

Pilot UAT/Support

For a period of forty-five to sixty (45-60) days following the conclusion of pilot training, each Department project team will test and evaluate the Cityworks system. During the pilot, weekly phone conferences and GoToMeeting sessions will occur between the project team members and the RJN Project Manager. The outcome will be a Pre-Production Testing session that will serve as the basis to move into Production.

Phase 3 - Production

- Production Installation — Server and Designated Computers
- Production Training
- Go Live Assistance

Phase 3 Deliverables	Stockton	RJN	Format
MUD Production Installation	Assist	Primary	Onsite Installation
MUD Production Training	Assist	Primary	Onsite Training
MUD Go Live Support	Assist	Primary	Onsite Support
Public Works Production Installation	Assist	Primary	Onsite Installation
Public Works Production Training	Assist	Primary	Onsite Training
Public Works Go Live Support	Assist	Primary	Onsite Support

Production Installation

Production installation and configuration (1 day) will occur on the designated server and production computers. This will be done for each Department.

Production Training

Production level instructional activities (2 days) will be provided for designated work groups. The specific content and sequence of instructional activities will be mutually determined based upon feedback from the respective Department project team. The outcome of the instructional activities will allow the City staff to move into daily production use of the Cityworks tool.

Go Live Assistance

RJN will provide onsite technical assistance (2 days) during the initial Go Live. Tasks will include additional individual training and provide workflow assistance to end users. The benefit to the City will be a predictable and smooth start to using the software on a daily production basis.

Phase 4 – Enhanced Production

- Crystal Reports Development
- Advanced Production Training

Phase 4 Deliverables	Stockton	RJN	Format
MUD Crystal Reports Development	Assist	Primary	Crystal Reports
MUD Advanced Production Training	Assist	Primary	Onsite Training
Public Works Crystal Reports Development	Assist	Primary	Crystal Reports
Public Works Advanced Production Training	Assist	Primary	Onsite Training

Crystal Reports Development

A review of Cityworks standard reports vs. desired reports will be conducted. Based on the Gap Analysis, a description of desired reports to be developed in Crystal Reports will be created. A time and cost estimate will be provided for each report. This document and subsequent approval by the City of Stockton will be the basis for the Crystal Development scope of work.

Advanced Production Training

Advanced production level instructional activities (4 days MUD/3 days Public Works) will be provided for designated work groups. The specific content and sequence of instructional activities will be mutually determined based upon feedback from the respective Department project team. The outcome of the instructional activities will allow the City staff to maximize daily production use of the Cityworks tool.

8.3 ROLES AND RESPONSIBILITIES

The roles and responsibilities of RJN Group and the City of Stockton are presented in the Roles and Responsibilities Organized by Level of Effort Chart on Page 7.

8.4 LEVEL OF EFFORT BY TASK

A schedule illustrating the Level of Effort by Task is provided at the end of this section.

8.5 TRAINING METHODOLOGY

Key training efforts and tasks were outlined in the Implementation Plan. Training will be provided onsite. Topics, hands on activities, and learner grouping are mutually determined. Typical grouping includes:

- **Maintenance Technicians:** Asset information and history, service requests, work order processing, and query options
- **Maintenance Supervisors:** Same as maintenance technicians with additional emphasis on work accomplishment queries and reports
- **Call Center:** Taking service calls, making work orders, close out options, query techniques, and reports
- **Utility Supervisors:** Query options, reports, and dashboard information
- **System Administrator:** All facets of the system, operations, and security

Training manuals are provided and context sensitive help is available throughout the system.

Training Prerequisites

Cityworks is a GIS-centric application. As such, end users should be proficient in basic GIS navigation techniques and awareness of the City's GIS features prior to training.

8.6 PROJECT MANAGEMENT METHODOLOGY

A successful project begins with a clear scope and achievable tasks. The phased approach described in the Implementation Plan ensures a shared partnership and clear roadmap of tasks. The RJN Project Manager will conduct weekly phone

conferences and GoToMeeting sessions between the project team members. Anticipated or potential project contingencies should be identified during the startup phase of each Department and incorporated into the agreed upon project schedule.

8.7 CONVERSION METHODOLOGY

The City of Stockton will deliver the designated data sources in Excel or Access as outlined in the Data Conversion Plan. Data conversion is an iterative process and will require feedback from the Stockton Project Team. This project has built in a maximum of three iterative review cycles:

- Initial Load
- Pilot
- Full Implementation

After RJN performs a load, the Stockton Project Team will review the data and list desired changes or modifications. This will serve as the basis for the next subsequent loading process.

8.8 UAT METHODOLOGY

At the conclusion of the pilot, RJN's Project Manager and the Stockton Project Team will conduct a web-based pilot evaluation. The outcome of the evaluation will be a list of necessary action steps that are required prior to going into full production. These action steps will be incorporated into the Functional Acceptance and Test Plan. The Functional Acceptance and Test Plan will be created by the Stockton Project Team. Feedback and review will be provided by RJN.

At the end of this testing period and successful execution of the Functional Acceptance and Test Plan, the Stockton PM will issue a formal functional acceptance to RJN and the teams will prepare for the GO LIVE Implementation. A target date will be scheduled for onsite full production and Go Live activities.

8.9 DOCUMENTATION/ DELIVERABLES

Document deliverables are outlined by Project Phase in Section 8.1 Implementation Plan. Samples of User and Training documentation are provided in Section 11.

Roles and Responsibilities Organized by Level of Effort
City of Stockton CMMS (12-088)

WBS	Task	PM	PRG	DC	TR	CRY	PM	IT	GIS	DC	PILOT TEAM	END USERS
		RJN Group					STOCKTON					
1	**Requirements: Cityworks Startup (Public Works)**											
1.1	Project Management / Workshop Preparation	8	8				8	8	8	8	8	
1.2	Initial Installation: Server and Designated Computers				40		16	8	16			
1.3	Workflow Workshop / System Coding				40		20		20		20	
1.4	Data Conversion Review				20		10		10	10	10	
1.5	Workshop Reports: Implementation, Data Conversion and Project Schedule	12	68									
1.6	Workshop Reports Review and Approval						8		8	8	8	
	Cityworks PW Startup Total	**20**	**76**	**0**	**100**	**0**	**62**	**16**	**62**	**18**	**46**	**0**
2	**Implementation: Pilot Project (Public Works)**											
2.1	Data Conversion Allowance			90						16		
2.2	System Configuration				20		4	4	4	4		
2.3	Pilot Training				60		24				24	
2.4	Pilot Support		60				24		8		40	
2.5	Data Conversion Acceptance		8	8			8		8	8		
2.6	Pre-Production Testing and Acceptance		16				8		8	8	8	
2.7	SOP Workflow Documentation (Public Works)						8				60	
	PW Pilot Project Total	**0**	**60**	**90**	**80**	**0**	**76**	**4**	**28**	**36**	**132**	**0**
3	**Production: Cityworks GoLive (Public Works)**											
3.1	Production Installation				20		4	4	4			
3.2	Production Training				40		20				20	20
3.3	Production GoLive				40		10				20	20
	Cityworks GoLive (Public Works) Total	**0**	**0**	**0**	**100**	**0**	**34**	**4**	**4**	**0**	**40**	**40**
4	**Enhanced Production: Cityworks (Public Works)**											
4.1	Crystal Reports Development					90	8	8			24	
4.2	Advanced Production Training				30		12				30	30
	Enhanced Production (Public Works) Total	**0**	**0**	**0**	**30**	**90**	**20**	**8**	**0**	**0**	**54**	**30**

Attachment C

Roles and Responsibilities Organized by Level of Effort
City of Stockton CMMS (12-088)

WBS	Task	PM	PRG	DC	TR	CRY	PM	IT	GIS	DC	PILOT TEAM	END USERS
		RJN Group					STOCKTON					
5	**Requirements: Cityworks Startup (MUD)**											
5.1	Project Management / Workshop Preparation	8	8				8	8	8	8	8	
5.2	Initial Installation: Server and Designated Computers				40		16	8	16			
5.3	Workflow Workshop / System Coding				40		20		20		20	
5.4	Data Conversion Review				20		10		10	10	10	
5.5	Workshop Reports: Implementation, Data Conversion and Project Schedule	12	68									
5.6	Workshop Reports Review and Approval						8		8	8	8	
	Cityworks MUD Startup Total	**20**	**76**	**0**	**100**	**0**	**62**	**16**	**62**	**18**	**46**	**0**
6	**Implementation: Pilot Project (MUD)**											
6.1	Data Conversion Allowance			100						20		
6.2	System Configuration				20		4	4	4	4		
6.3	Pilot Training				60		24				24	
6.4	Pilot Support		60				24		8		40	
6.5	Data Conversion Acceptance		8	8			8		8	8		
6.6	Pre-Production Testing and Acceptance		16				8		8	8	8	
6.7	SOP Workflow Documentation (MUD)						8				60	
	MUD Pilot Project Total	**0**	**84**	**108**	**80**	**0**	**76**	**4**	**28**	**40**	**132**	**0**
7	**Production: Cityworks GoLive (MUD)**											
7.1	Production Installation				20		4	4	4			
7.2	Production Training				40		20				20	20
7.3	Production GoLive				40		10				20	20
	Cityworks GoLive (MUD) Total	**0**	**0**	**0**	**100**	**0**	**34**	**4**	**4**	**0**	**40**	**40**

Attachment C

Roles and Responsibilities Organized by Level of Effort
City of Stockton CMMS (12-088)

WBS	Task	PM	PRG	DC	TR	CRY	PM	IT	GIS	DC	PILOT TEAM	END USERS
		RJN Group					STOCKTON					
8	**Enhanced Production: Cityworks (MUD)**											
8.1	Crystal Reports Development					100	8	8			24	
8.2	Advanced Production Training				40		12				40	40
	Enhanced Production (MUD) Total	**0**	**0**	**0**	**40**	**100**	**20**	**8**	**0**	**0**	**64**	**40**

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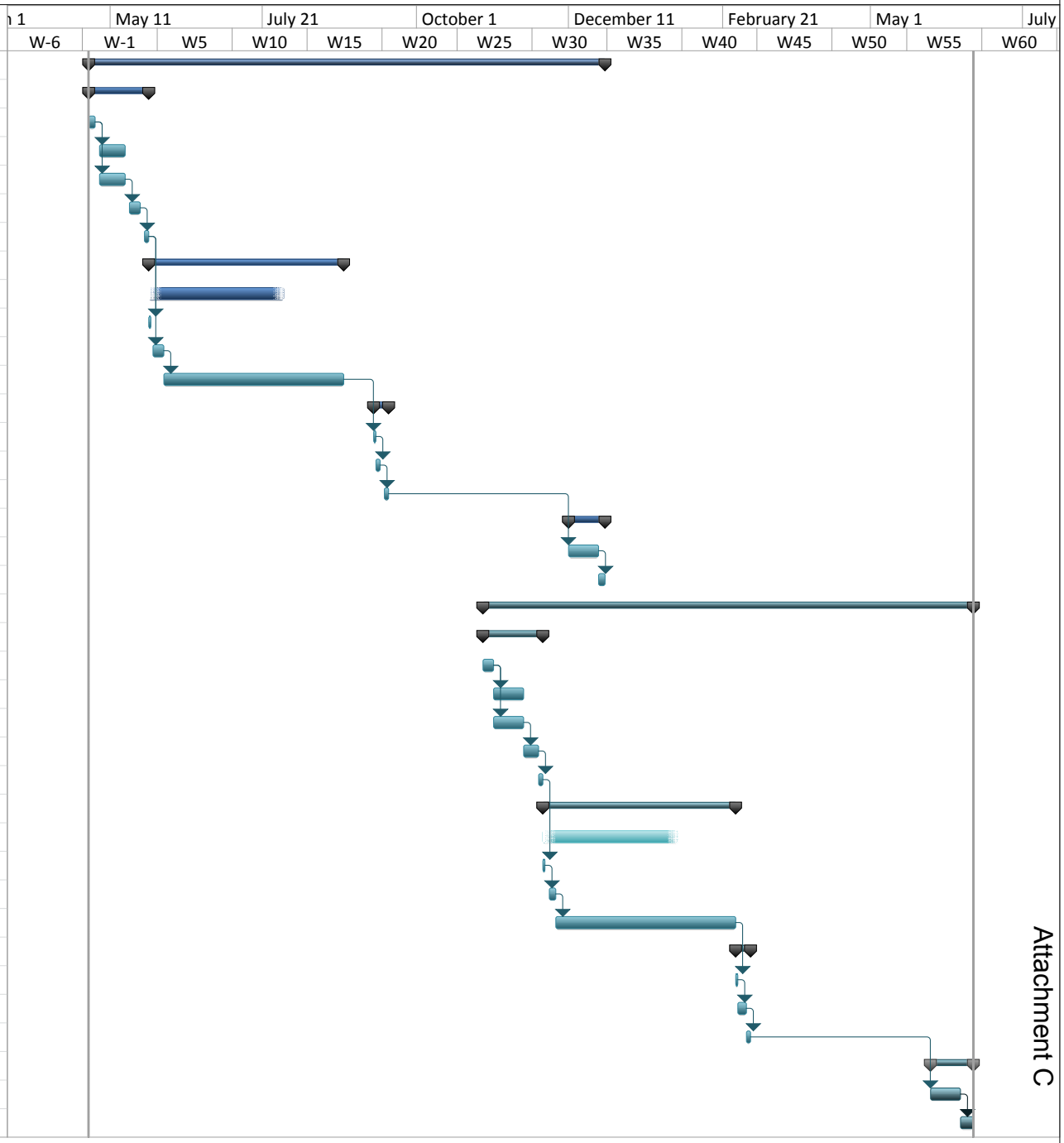
Attachment C

Proposed Cityworks Essentials Edition Installation
RJN Group, Inc.

ID	Task Name	Duration
1	**Public Works**	**173 days**
2	**Cityworks Startup**	**20 days**
3	Workflow Workshops	3 days
4	System Code Development	10 days
5	Implementation/Data Conversion Plan	10 days
6	Implementation/Data Conversion Plan Review	5 days
7	Initial Installation Tasks	2 days
8	**Public Works Pilot**	**65 days**
9	Data Conversion	45 days
10	System Configuration	1 day
11	Pilot Training	3 days
12	Pilot UAT/Support	60 days
13	**Public Works Production**	**5 days**
14	Production Installation	1 day
15	Production Training	2 days
16	**Public Works GO LIVE**	2 days
17	**Public Works Enhanced Production**	**13 days**
18	Crystal Reports Development	10 days
19	Advanced Production Training	3 days
20	**MUD**	**163 days**
21	**Cityworks Startup**	**20 days**
22	Workflow Workshops	3 days
23	System Code Development	10 days
24	Implementation/Data Conversion Plan	10 days
25	Implementation/Data Conversion Plan Review	5 days
26	Initial Installation Tasks	2 days
27	**MUD Pilot**	**64 days**
28	Data Conversion	45 days
29	System Configuration	1 day
30	Pilot Training	3 days
31	Pilot Support	60 days
32	**MUD Production**	**5 days**
33	Production Installation	1 day
34	Production Training	2 days
35	**MUD GO LIVE**	2 days
36	**MUD Enhanced Production**	**14 days**
37	Crystal Reports Development	10 days
38	Advanced Production Training	4 days



Attachment C

SECTION 9.0

OTHER REQUIRMENTS

rjngroup

9.1 MAINTENANCE & SUPPORT/UPGRADES

Telephone support is provided as follows:

- Normal business hours 7:00 am – 4:00 pm PST
- Help Desk is available weekdays excluding holidays. The project manager is available for handling critical problems during after-hour periods.
- Phone numbers: (801) 523-2751, (888) 523-2751
- Customer support representatives must respond within 4 hours of being contacted

Online and dialup support is provided as follows:

- Normal Business Hours 7:00 am – 4:00 pm PST
- Weekdays excluding holidays
- Internet support utilizes Citrix GoToAssist software. An internet browser connected to the system is required.
- VPN, dialup, and web access requires secure access to the system

Website support is offered as follows:

- www.cityworks.com
  (general information, including links to support sites, news releases, event listings, partner information, contact information, etc.)
- www.mycityworks.com
  (registered user support site; includes documentation, support files, white papers, knowledgebase of known bugs and work around solutions, user forum, downloads of software, etc.)

New major releases are scheduled approximately each 10-12 months. All releases, patches, and revisions are supplied to customers for no additional charge, provided there is a current software maintenance agreement in place. This agreement is annually renewable.

9.2 USER GROUPS

- **Cityworks Regional User Group** meetings are held periodically at client sites, or at our new office located in West Bend, WI
- Except for 2009, a **Cityworks Users Conference** has been held annually in Utah since 2001. We look forward to the next conference scheduled to be held May 22-24, 2013 in Salt Lake City.
- **Cityworks forums** are available through the www.mycityworks.com website

9.3 ONGOING TRAINING RESOURCES

Training is available through periodic week-long training classes held at Azteca Systems Inc. headquarters. Additionally, instructor-led web training classes are held weekly. Regional trainings can be scheduled as well.

9.4 USER/ADMIN DOCUMENTATION

- Online help is accessed from within the Cityworks Server AMS and Server PLL environment
- Clients can access and download current documentation or access online help from the secure www.mycityworks.com website
- The periodical *InPrint* newsletter is distributed approximately twice a year, and can be downloaded from the www.cityworks.com website
- Data diagrams are available to clients on the www.mycityworks.com website

9.5 HARDWARE CONFIGURATION

Cityworks 2013 System Specifications

(Updated December 2012)

Cityworks Desktop/Anywhere *Client* **with ArcGIS®**

Specifications for a PC (Intel®) Client:

- 2.0 GHz Intel Core® processor (or better)
- 4GB RAM
- Fast disk (7200)>40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

Cityworks Desktop *Client* **Standalone**

Specifications for a PC (Intel®) Client without GIS:

- 1.0 GHz Intel Pentium® processor (or better)
- 2GB RAM (or better)
- Fast disk (7200 rpm) >40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64-bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD
- 17" high resolution color monitor; 1024 x 768
- Microsoft Office® 2007 or 2010
- .NET Framework 4.0 or higher

Cityworks Database Server*

Specifications for a Database (Intel®) Server:

- Windows 2003 sp2, 2008, or 2008 Server R2 or R2 sp1 (64-bit)
- 32GB RAM (or better)
- Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768

Cityworks Server AMS or PLL *Client*

Specifications for a PC (Intel®) Client:

- 2.0 GHz Intel Core® processor (or better)
- 2GB RAM (or better)
- Fast disk (7200 rpm) >40 GB of storage
- 100 Mbit NIC
- Windows 7 Professional® (32/64 bit) or Windows XP Professional® sp3 (32-bit)**
- Keyboard, mouse, CD

- 17" high resolution color monitor, 1024 x 768
- Firefox 17 or Internet Explorer 9
- Silverlight 5

Cityworks Server AMS or PLL
(~40 users)

Specifications for a Application (Intel®) Server:

- Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5
- 12GB RAM (or better)
- Intel Xeon® 4 core (1 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- .NET Framework 3.5 – needed by the Server AMS/PLL installer
- .NET Framework 4.0 – needed for the Server AMS/PLL application

Cityworks Server AMS or PLL
(~80 users)

Specifications for a Application (Intel®) Server:

- Windows 2008 Server R2 or R2 sp1 (64-bit), IIS 7.5
- 24GB RAM (or better)
- Intel Xeon® 8 core (2 chip) X5677 3.46 GHz (or better)
- 2 x 146 GB 15000 rpm Serial Attached SCSI (SAS) Disk Drives
- Gigabit NIC
- Keyboard, mouse, CD
- 17" high resolution color monitor, 1024 x 768
- .NET Framework 3.5 – needed by the Server AMS/PLL installer
- .NET Framework 4.0 – needed for the Server AMS/PLL application

Supported RDBMS and Esri Platforms

Cityworks Desktop 2013

- ArcGIS Desktop 10.1 SP1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

Cityworks Anywhere 2013

- ArcGIS ArcEngine 10.1 **SP1**
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2

- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10GB limit)

Cityworks Server AMS/PLL 2013 – Enterprise

- ArcGIS Server 10.1 SP1
- Oracle 10g R2
- Oracle 11g R1
- Oracle 11g R2
- SQL Server 2005
- SQL Server 2008
- SQL Server 2008 R2

Cityworks Server AMS/PLL 2013 – Workgroup

- ArcGIS Server 10.1 SP1
- SQL Server Express 2005 (4GB limit)
- SQL Server Express 2008 (4GB limit)
- SQL Server Express 2008 R2 (10 GB limit)

* Database server assumes a machine hosting the organization's SDE geodatabase (supporting both editors and viewers), and Cityworks database (supporting users of Desktop/Anywhere, Server AMS/PLL). Please contact Azteca Systems with any questions.

* Feature Access via a map service requires the GIS data to be stored in an ArcSDE geodatabase, a file geodatabase is not sufficient here. Additionally, to learn more about how Server AMS/PLL provides comprehensive access to the geodatabase, contact Azteca Systems.

**Windows XP and its family of operating systems are in the Extended Support phase. During the Extended Support Phase, Microsoft will continue to provide security updates; however, free technical support, warranty claims, and design changes are no longer being offered. On April 8, 2014, support for Windows XP, including security updates and hotfixes, will be terminated.

Software technologies that are continuously modernized require modern operating systems. Cityworks is no exception. To the extent possible, Azteca Systems, Inc. will strive to support Windows XP for its client offerings, which include Cityworks Desktop, Cityworks Anywhere, and the Cityworks Add-Ons. If an issue can be reproduced in the advocated operating system at the time (currently Windows 7) Azteca Systems, Inc. will provide a fix. If an issue cannot be reproduced in this setting, Azteca Systems, Inc. cannot provide a fix for issues that are the result of Windows XP.

9.6 NEW SYSTEM REQUIREMENTS

Cityworks Server AMS is a thin client application. Cityworks Desktop and Cityworks Anywhere are client/server applications. Cityworks is extensible; therefore these applications utilize the same Cityworks database. See Cityworks 2013 System Specifications, listed above.

Currently Cityworks has a few options for mobile use. Cityworks Server AMS uses browser/server architecture, so mobile users can interact with the software through a web browser connected via a cellular 3G or 4G connection.

Operations can be performed in the field with a laptop or tablet connected to the system. For situations where real-time network connectivity is not available, users can implement included DataPump software. DataPump is a disconnected solution in which users download assignments when connected to a network, utilize the Cityworks software in its full GIS environment if desired, and update the production database when the computer is returned to a connected state.

9.7 APPLICATION RELEASE HISTORY

Over the last two years, two major versions of Cityworks were released each year. Service packs were released each month, except for months in which major versions were released.

Version Support

Two major releases of software are always supported, the current and previous major release. Active clients may request support on older releases, but only data corruption bug fixes will be provided for older versions. It is important that clients remain current on their update and support agreement, and keep their software on one of the two supported major releases in order to take advantage of full support. Azteca Systems Customer Support team can assist with the upgrade process.

City Roles/Responsibilities with Updates

- Download latest revision:
  - Primary technical contact will be given download permissions for licensed software. They will need to log onto the Cityworks user website to download relevant software.
- Install and test in a test environment:
  - Provide a testing environment that mirrors the client's production environment
  - Update to the desired revision and run through functional tests to identify any issues that may be unique to client's environment
  - Testing should include any integration with 3rd party applications/systems.
  - Provide feedback to Cityworks Customer Support staff
- Plan production update:
  - Set dates for updating the production environment
  - Provide advanced notice so that Cityworks support staff are aware of the timing in case client needs assistance resolving any Cityworks issues
- Update production environment:
  - Update to the desired revision

9.8 RESEARCH & DEVELOPMENT

Azteca Systems invests heavily in research and development of Cityworks products. Approximately eighteen percent of their gross revenue is reinvested as new development. Azteca recognizes the need to continue to support research and development due to the ever-changing nature of software and hardware environments.

Cityworks is developed around a number of commonly used, standardized technologies. These

technologies include programming tools, database tools, and system level application interfaces. Standard technologies are at the core of Cityworks for a number of reasons. First, development time is dramatically reduced by leveraging existing technology. Second, Azteca can focus on developing software that accurately models and implements business practices, rather than computing environments. Lastly, such development results in a more flexible, lower-cost software tool for our users.

The Cityworks design/development/test teams use a variety of tools to support software coding. The design process incorporates a structured review of new enhancements and bugs. Enhancements and bugs are prioritized and tracked using Cityworks Server AMS, which has been configured to manage all aspects of software development, testing, and documentation.

Developers have various levels of update permissions to the core code set, largely based on their products of expertise and responsibility. The version control is very strong, with rollbacks possible. With each major release, a code freeze is made and stored with the original install files, to better help clients that encounter problems for a particular release. Once a given enhancement or bug is fixed, the software is tested in a supported version of Windows OS and ESRI's software. When the tasks for a given release are completed, the software undergoes another testing phase prior to shipping, to ensure reliability. Azteca Systems tests against new versions of Windows OS and ESRI's software before officially stating that Cityworks will support it. Support of a new OS or ESRI product can come in the way of a service pack (if warranted) or new release.

Cityworks major releases (or versions) are created and designed to align the ongoing development of Cityworks with ESRI's leading GIS technology. Version numbering is similar to that used by other software systems. Numbers such as 2012 and 2013 are assigned to major releases where the underlying architecture and/or data model are significantly altered.

Even though Azteca Systems performs an extensive beta testing program, from time-to-time patches are provided to correct software "bugs." These are assigned an "SP" number such as SP1 or SP2. Service packs are scheduled through June 2013 for version 2012.1. Starting with version 2013, Revision (Rev) releases to the major release will be scheduled instead of service packs; these are assigned Rev1, Rev2, etc. Revision releases will include both bug fixes and enhancements.

New major releases are scheduled approximately each 10-12 months. All releases, patches, and revisions are supplied to customers for no additional charge, provided there is a current software maintenance agreement in place. This agreement is annually renewable.

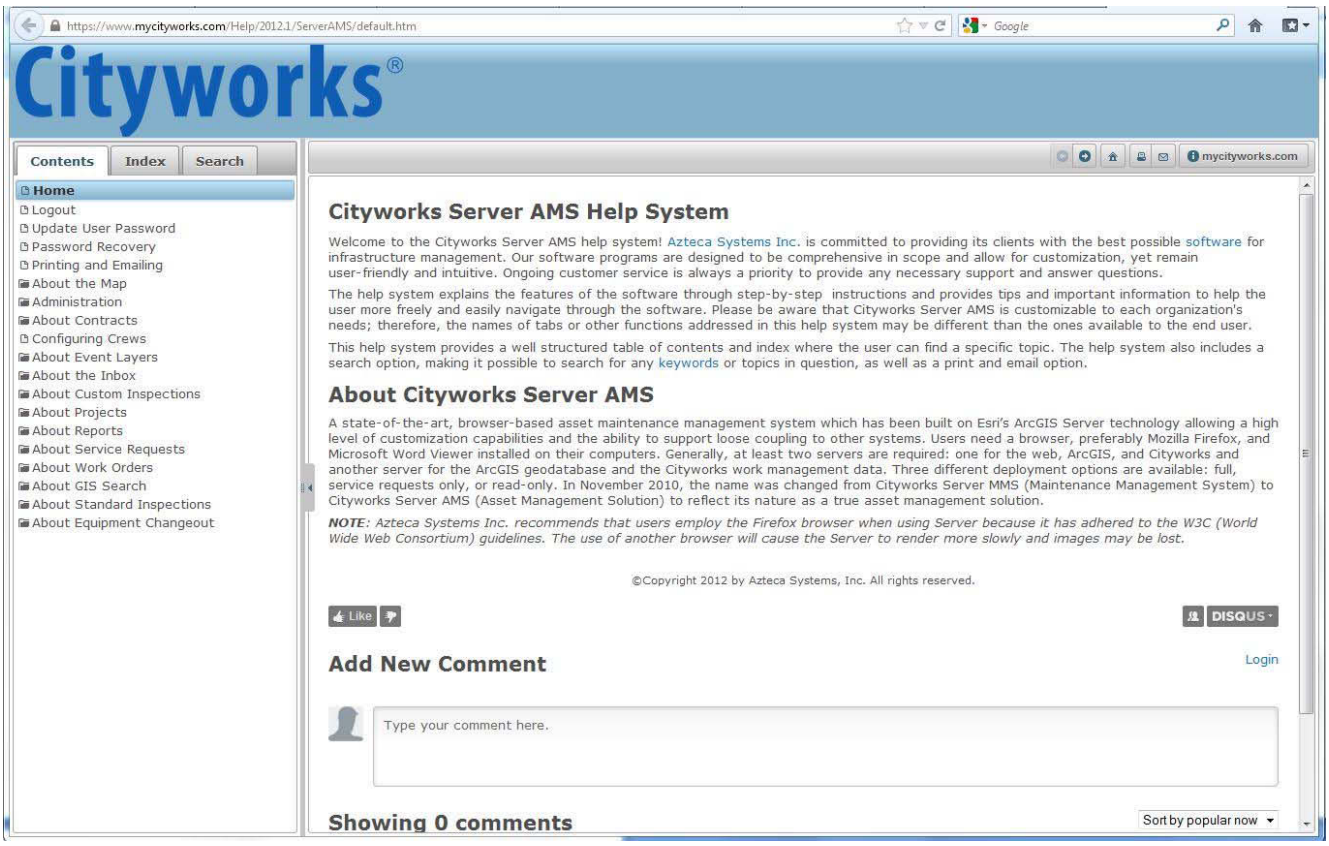
SECTION 11.0

ADDITIONAL INFORMATION

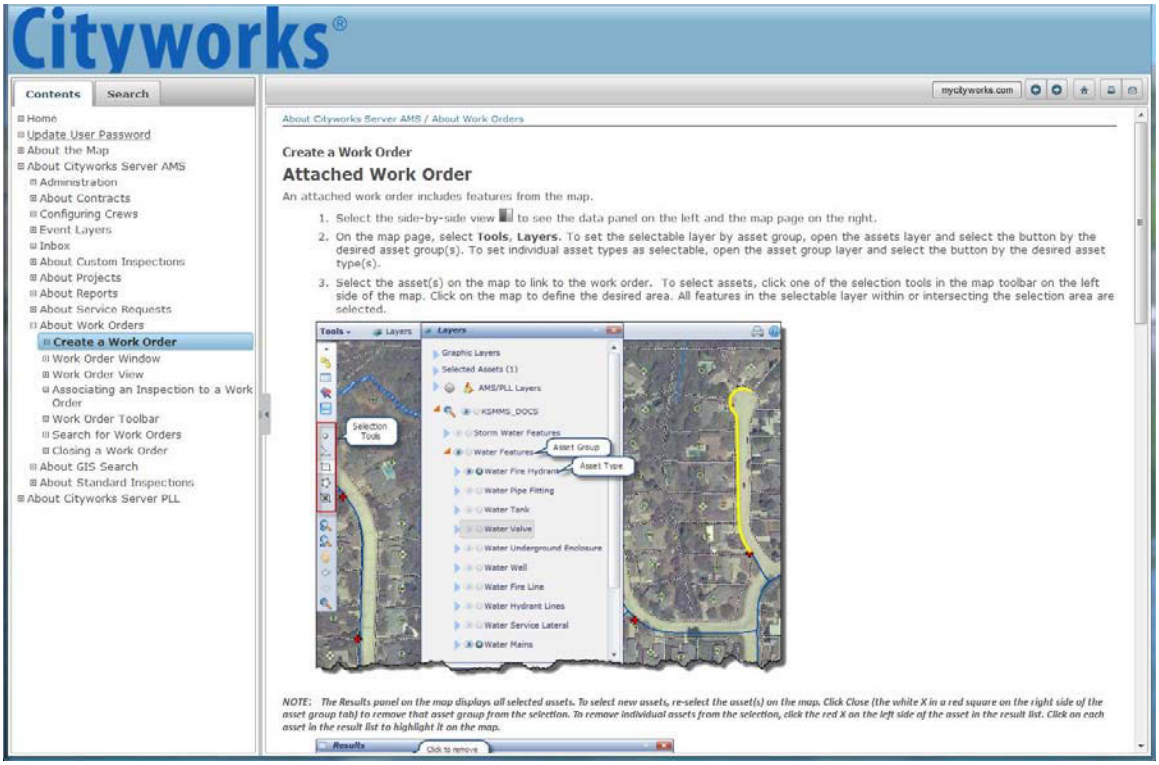
rjngroup

Example of User and Administrative Manuals

User and Administrative information is contained within the online help, accessed through the Cityworks Server AMS interface.



Topics are listed in the Contents on the lefts side panel. Clicking a topic will display the information for the topic. Topics can also be searched by keyword.


Cityworks®
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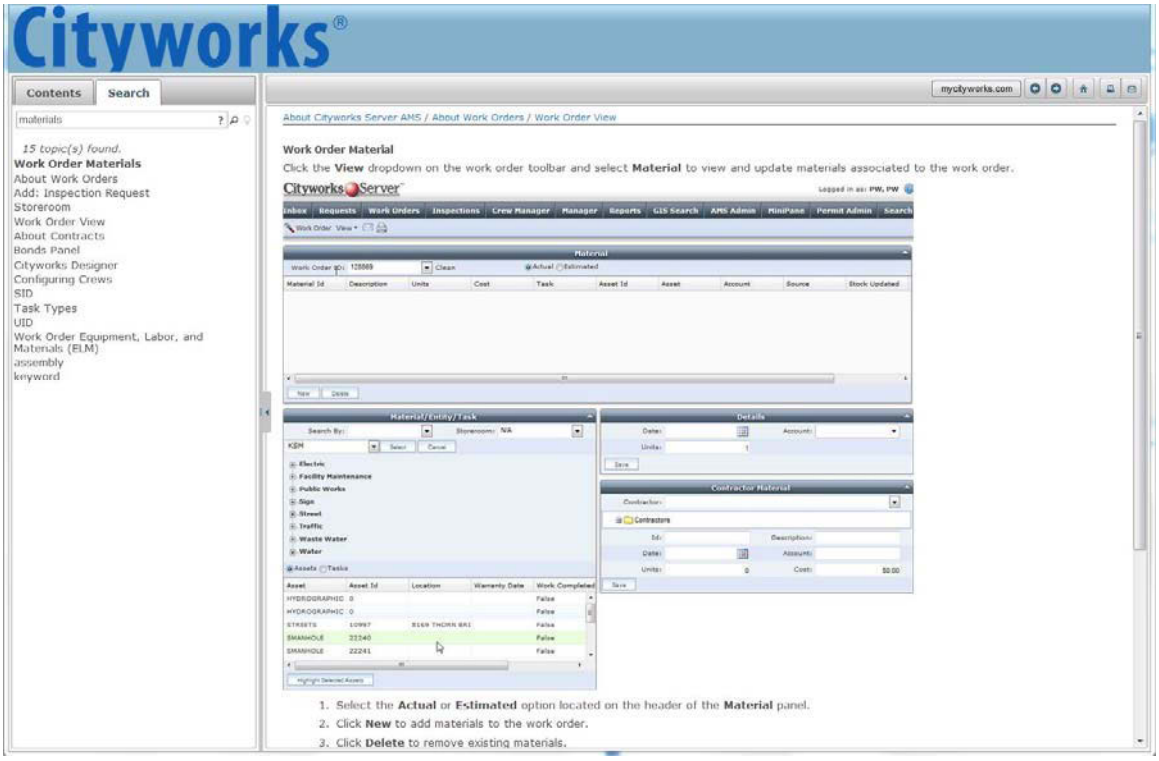
Update User Password
About the Map
About Cityworks Server AMS
Administration
About Contracts
Configuring Crews
Event Layers
Inbox
About Custom Inspections
About Projects
About Reports
About Service Requests
About Work Orders
Create a Work Order
Work Order Window
Work Order View
Associating an Inspection to a Work Order
Work Order Toolbar
Search for Work Orders
Closing a Work Order
About GIS Search
About Standard Inspections
About Cityworks Server PLL
mycityworks.com
About Cityworks Server AMS / About Work Orders
Create a Work Order
Attached Work Order
An attached work order includes features from the map.
1. Select the side-by-side view to see the data panel on the left and the map page on the right.
2. On the map page, select Tools, Layers. To set the selectable layer by asset group, open the assets layer and select the button by the desired asset group(s). To set individual asset types as selectable, open the asset group layer and select the button by the desired asset type(s).
3. Select the asset(s) on the map to link to the work order. To select assets, click one of the selection tools in the map toolbar on the left side of the map. Click on the map to define the desired area. All features in the selectable layer within or intersecting the selection area are selected.
Selection Tools
Asset Group
Asset Type
NOTE: The Results panel on the map displays all selected assets. To select new assets, re-select the asset(s) on the map. Click Close (the white X in a red square on the right side of the asset group tab) to remove that asset group from the selection. To remove individual assets from the selection, click the red X on the left side of the asset in the result list. Click on each asset in the result list to highlight it on the map.


Cityworks®
Contents
Search
materials
15 topic(s) found.
Work Order Materials
About Work Orders
Add: Inspection Request
Storeroom
Work Order View
About Contracts
Bonds Panel
Cityworks Designer
Configuring Crews
SID
Task Types
UID
Work Order Equipment, Labor, and Materials (ELM)
assembly
keyword
mycityworks.com
About Cityworks Server AMS / About Work Orders / Work Order View
Work Order Material
Click the View dropdown on the work order toolbar and select Material to view and update materials associated to the work order.
Cityworks Server
1. Select the Actual or Estimated option located on the header of the Material panel.
2. Click New to add materials to the work order.
3. Click Delete to remove existing materials.

Example of Training Manual

Server AMS 2012.1 SP1 Administration Training Manual

Cityworks®

By Azteca Systems Inc.

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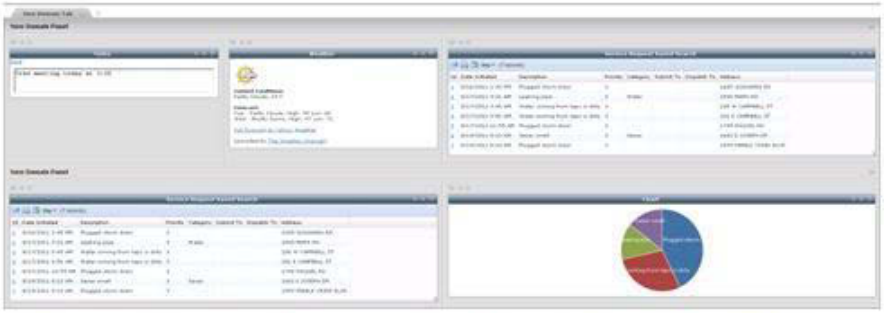
Section 5: The Inbox

The **Inbox** changed in Server AMS 2010.1 to include **domain** and **user tabs** as well as graphed **charts**, allowing another level of organization and display. Administrators and users can now group information into different tabs for easier viewing of the Inbox information.



The **Inbox** provides the user with an overview of the situation in a dashboard display. Inbox **Tabs** and **Panels** can be added and customized at both domain and user levels to show saved search results, notes, weather, charts, or other web pages. These features provide access to data and information not included in Cityworks' core components but that may be directly related to the domain or user.

Domain administrators can configure data within domain tabs and panels on behalf of the entire domain or create individual tabs and panels for themselves. Otherwise, each user creates and customizes their own Inbox tabs and panels, incorporating his or her own saved search results, notes, weather, charts, or other web pages.

NOTE: *User Inbox tabs and panels are login-specific and are only seen by that user. However, the domain administrator may add domain tabs to display information to all users in the domain. Only administrators will see the domain level options.*

There is a help video about how to set up and manage an inbox on mycityworks.com under **Resource & Download Center → Videos → Help Videos → Cityworks 2010.1**.

The **Inbox** opens when the user first logs into Cityworks Server. Each user customizes their own inbox and may incorporate individualized reports, queries, map displays, announcements, images, and other web parts. This allows quick access to Cityworks data and information that may not be core components of Cityworks, but is related to a particular user's job needs.

User inboxes are login specific. However, the Cityworks administrator can add domain-wide information to all users within the domain by selecting the **Domain** Tab.

Users have the ability to re-order tabs in their inbox using the arrows buttons. The domain tabs remain in the first position on the left side of the panel.

Sample Training Manual Contents

Example of Software Licensing and Maintenance/Support Contract

Sample Licensing and Maintenance/Support Contracts are provided on the following pages.

Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah 84070

Cityworks®

Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS®
SOFTWARE LICENSE AGREEMENT
Contract No. _____

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_____

Initial _____

Add-ons: _____ Initial _____

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15. Order of Precedence: Any conflict between the terms of this License Agreement and any Purchase Order or other terms shall be resolved in favor of the terms of this License Agreement.

16. Governing Law: This Agreement, entered into in the County of [enter name of County] shall be construed and enforced in accordance with, and be governed by, the laws of the State of [enter name of State] without reference to conflict of laws principles. The parties hereby consent to the personal jurisdiction of the courts of this county and waive their rights to change venue.

17. Termination for Convenience: In the event that either funding from the Licensee or other sources is withdrawn, reduced, or limited, or the authority of the Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement, in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days written notice to the other party.

If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for services rendered or software received and accepted prior to the Effective Date of termination.

Also, set forth elsewhere in this Agreement are specific provisions which allow the parties to terminate this Agreement for convenience (see Exclusive Remedy and Limitation of Liability provision).

18. Mediation Clause: Azteca Systems and Licensee will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail then the dispute will be mediated by a mutually acceptable mediator to be chosen by Azteca Systems and the Licensee within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Azteca Systems and the Licensee will share the cost of the mediation equally. By mutual agreement, however, Azteca Systems and Licensee may postpone mediation until both parties have completed some specified limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").

Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction in the County of [enter name of County and State]. Both Azteca Systems and Licensee consent to jurisdiction by such a court. The use of any ADR procedures will not be considered under the doctrine of latches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either of the parties from

SAMPLE

resorting to the judicial proceedings mentioned in this paragraph if (a) good faith efforts to attempt resolution of the dispute under these procedures have been unsuccessful; or (b) interim relief from the court is necessary to prevent serious and irreparable injury to one of the parties or others.

19. Entire Agreement: This Agreement constitutes the sole and entire agreement of the parties as to the matter set forth herein and supersedes any previous agreements, understandings, and arrangements between the parties relating hereto. Except as otherwise expressly provided herein, any Amendments to this Agreement must be in writing and signed by an authorized representative of each party.

20. Data Confidentiality Statement: For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

_____	Azteca Systems, Inc.
(Licensee)	(Azteca)
By: _____	By: _____
Authorized Signature	Authorized Signature
Printed Name: _____	Printed Name: Brian L. Haslam
Title: _____	Title: President
Date: [mm / dd / yyyy]	Date: [mm / dd / yyyy]
Witness	Witness
By: _____	By: _____

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Attachment A – Purchase Order

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Attachment B – Complimentary Update and Support Services

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 "Licensed Software" shall mean the particular Software identified in the Cityworks Software License Agreement, paragraph 5.1, page 2, Software License Agreement.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 5.1, page 2, Software License Agreement. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which Licensee receives the Licensed Software from Azteca Systems (unless otherwise agreed to in writing by Azteca Systems and Licensee) in accordance with the Software License Agreement, Contract No. _____, between Licensee and Azteca Systems dated [mm / dd / yyyy].

1.4 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

1.5 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the Licensee. Any Program Modifications delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

1.6 “Product Updates” are Program Fixes, Program Upgrades and Program Modifications.

1.7 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to Licensee shall become part of the Licensed Software under the Software License Agreement.

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1.8 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.9 "Complimentary Update & Support Period" shall mean the initial support period commencing upon the Effective Date of this Agreement.

2. SUPPORT

2.1 The services to be provided during the Complimentary Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will ensure upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major ESRI® ArcGIS and Cityworks supported databases revisions. If identified as "Licensed Software", Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks supported databases revisions (for example, from rev 9.1 to rev 9.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major ESRI ArcGIS and Cityworks supported databases revisions (for example, from rev 9.x to rev 10.x), Azteca Systems will make all reasonable efforts to provide upward compatibility.

2.2 Azteca Systems shall, with out additional charge (except as allowed for in paragraph 3.4), during the Complimentary Update and Support period:

(a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Licensed Software is functioning properly; provided Licensee provides Azteca Systems with written notice specifying particularity, in a narrative non-technical terms, to the best of Licensee staff's ability, the apparent error in the system and the manner in which the Licensed Software is not functioning properly (as provided in Section 8); and

(b) Deliver to Licensee any Program Upgrades relating to the Licensed Software made available to others.

(c) Provide Telephone Licensee Support, Email Support, Web Support, during normal business hours Monday through Friday (excepting Holidays) and after hour emergency support through messaging service, and other benefits deemed appropriate by Azteca Systems such as on-line support.

(d) Implement and maintain a means of secure, remote direct network access (Web-access, dial-up, etc) to the Licensee's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

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2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

(a) interpretation of program results;

(b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Licensed Software;

(c) assistance with computer operating system questions not directly pertinent to the Licensed Software or Program Modifications;

(d) data debugging and/or correcting;

(e) services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Licensed Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

(f) consulting regarding Custom Applications created to function with the Licensed Software unless the Custom Application is identified as Licensed Software in paragraph 5.1, page 2, Software License Agreement.

3. <u>PROCEDURES FOR ACCESSING SUPPORT</u>

3.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

3.2 Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur with the System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component the Licensee will first try and resolve the problem without Azteca Systems' involvement. If the Licensee cannot resolve the problem or isolate the problem, the Licensee will call Azteca Systems directly.

3.3 For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for

SAMPLE

support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the Licensee location. Azteca Systems project management will confer with the Licensee's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The Licensee will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem. For routine and non-critical problems the Licensee will submit requests for support during normal business hours.

3.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the Licensee will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

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Azteca Systems, Inc.
11075 South State St.
Suite 24
Sandy, Utah 84070

Cityworks®

Phone: (801) 523-2751
FAX (801) 523-3734
Email: info@cityworks.com
http://www.cityworks.com

CITYWORKS ®
Update & Support Agreement
Contract No. _____

This agreement (Agreement) is between _____ (hereafter the User), as specified in paragraph 9.1, and **Azteca Systems, Inc.** (hereafter Azteca Systems™), a Utah corporation, with its principal place of business at 11075 South State Street, Suite #24 Sandy, Utah, 84070. Azteca Systems and the User have entered into a license agreement with respect to use of The Cityworks Software (the "Cityworks Software License Agreement"); and User also desires to secure software Cityworks update and support services from Azteca Systems with respect to such Software as more specifically enumerated in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

1.1 "Covered Software" shall mean the particular Software, scripts, interfaces and custom code identified in paragraph 9.3.

1.2 "Custom Applications" shall mean any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Cityworks applications that provide specific functionality uniquely designed for the Licensee. Any Custom Applications delivered to Licensee shall NOT become part of the Licensed Software unless otherwise specified in section 9.3. The Custom Applications scripts, interfaces, reports and program code shall be provided to the client as a deliverable and client shall have full ownership rights for the Custom Applications. However, Azteca Systems shall retain the right to utilize, modify and enhance the scripts, interfaces, reports or program code of the Custom Applications as Azteca Systems deems appropriate.

1.3 "Effective Date" shall mean the date on which User receives the Software Cityworks software from Azteca Systems in accordance with the Cityworks Software License Agreement, Contract No. _____, between User and Azteca Systems dated [mm / dd / yyyy].

SAMPLE

1.4 "Licensed Software" shall mean the particular Software identified in the Cityworks Software License Agreement.

1.5 "Program Fixes" shall mean minor corrections to the Licensed Software to correct deviations in the Licensed Software. Any Program Fixes delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.6 "Program Modifications" shall mean new versions of or additions to the Licensed Software, which adds to or alters the function(s) of the Licensed Software and new modules or products adapted to interface with the Licensed Software and add to or alter the function(s) of the Licensed Software, requested by the User. Any Program Modifications delivered to User shall become part of the Licensed Software under the Cityworks Software License Agreement.

1.7 “Product Updates” are Program Fixes, Program Upgrades and Program Modifications.

1.8 "Program Upgrades" shall mean new versions of, or additions to, the Licensed Software prepared by Azteca Systems that improve its operating performance but do not add to or alter its basic function(s). Any Program Upgrades delivered to User shall become part of the Licensed Software.

1.9 "Software" shall mean Cityworks source code, machine-readable code, and related documentation.

1.10 "Update & Support Period" shall mean the initial Update and Support period commencing upon the Effective Date of this Agreement, as set forth in section 9.2, and any subsequent twelve-month period.

1.11 "Update & Support Agreement" or “Agreement” shall mean this Update & Support Agreement between Azteca Systems and User identified in paragraph 9.1, the terms and conditions of which are hereby incorporated by reference.

2. SUPPORT

2.1 The services to be provided during the Update & Support Period include Azteca Systems Product Updates to Azteca System's Cityworks applications including Program Fixes, Program Upgrades and Program Modifications (not Custom Applications). Azteca Systems will ensure upward compatibility for The Cityworks Software applications within a reasonable timeframe for minor and major ESRI® ArcGIS and Cityworks supported databases revisions. If identified as “Covered Software”, Azteca Systems will ensure upward compatibility within a reasonable timeframe for Custom Applications when there are minor ArcGIS and Cityworks

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supported databases revisions (for example, from rev 9.1 to rev 9.2). Azteca Systems will not ensure upward compatibility for Custom Applications when there are major ESRI ArcGIS and Cityworks supported databases revisions (for example, from rev 9.x to rev 10.x), Azteca Systems will make all reasonable efforts to provide upward compatibility.

2.2 Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4 and 7.3), during the term of this Agreement:

(a) Make all reasonable efforts to provide those Program Fixes, if any, that are necessary to assure the Covered Software is functioning properly; provided User provides Azteca Systems with written notice specifying particularity in narrative, non-technical terms to the best of User staff's ability the apparent error in the system and the manner in which the Covered Software is not functioning properly (as provided in Section 8); and

(b) Deliver to User any Program Upgrades relating to the Covered Software made available to others.

(c) Provide Telephone User Support, Email Support, Web Support, during normal business hours Monday through Friday (excepting Holidays) and after hour emergency support through messaging service, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 7).

(d) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, dial-up, etc) to the User's systems in order to perform thorough remote diagnostics and effect remote repairs, upgrades, and fixes.

2.3 The following items, among others, however, are specifically excluded as support services under this section of this Agreement:

(a) interpretation of program results;

(b) assistance with questions related to computer hardware and peripherals that are not related to the use of the Covered Software;

(c) assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;

(d) data debugging and/or correcting;

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(e) services necessitated as a result of any cause other than authorized ordinary and proper use by the User of the Covered Software, including but not limited to neglect, abuse, unauthorized modification, unauthorized updates or electrical, fire, water or other damage; and

(f) consulting regarding Custom Applications created to function with the Covered Software unless the Custom Application is identified as Covered Software in paragraph 9.3.

3. CHARGES

3.1 For services hereunder, User shall pay Azteca Systems an annual fee. The annual fee for the initial Update & Support Period is set forth in paragraph 9.2, and shall be paid prior to the start of the initial Update & Support Period. The annual fee for successive Update & Support Periods (twelve-month periods commencing upon the anniversary of the initial Update & Support Period) shall become due prior to the end of the preceding paid-up Update & Support Period.

3.2 Upon 90 days written notice, the fee for Update and Support Periods listed in paragraph 9.2 subsequent to the third Update and Support Period may be adjusted by Azteca to reflect increases in costs of providing the services described herein and/or to reflect increases in the population, users, size, usage, and other factors of User; provided, however, that (a) if the above factors remain constant the increase in the pricing shall not exceed the Consumer Price Index and (b) if any such proposed cost increase is in User's opinion excessive, User shall be entitled to terminate this Agreement prior to the start of the applicable Update & Support Period and shall not be liable for any further payment under this Agreement. Azteca will notify User of the new pricing no later than 90 days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3 In addition to charges due under this Agreement, User shall pay amounts equal to any sales tax, duties, or other consumption taxes, however designated, which are levied or based upon such charges, or upon this Update & Support Agreement.

3.4 In the event User and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the User will reimburse Azteca Systems for reasonable and customary travel expenses directly related to the on-site work. Azteca Systems shall provide an estimate and get the prior approval of User before incurring any costs for which it shall seek reimbursement from User under this Section. Any reimbursement shall be subject to Azteca providing verifiable documentation of such expenses to User. User reserves the right to require an audit of any such cost related records of Azteca to the extent reimbursement has been made by User under the terms of this Section.

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4. LIMITED WARRANTY

4.1 Azteca Systems will provide support services for the Cityworks Software, Enhancements to Cityworks Software and Custom Applications created by Azteca Systems identified as Covered Software in paragraph 9.3. The support services are provided as part of the Azteca Systems Update and Support services and will be in-force for the duration of this Agreement. Update & Support Periods beyond the initial Update & Support Period are renewable unless terminated as provided in Section 6 below. The Update and Support Services consists of software and documentation updates and access to technical support via telephone, email, web-based (MyCityworks.com) and after hours support via pager as set forth in Section 2 above. The User will provide Azteca Systems in writing the names of the User individuals who are authorized to contact Azteca Systems and request support services.

4.2 Azteca Systems warrants that trained personnel employed or contracted by Azteca Systems will perform the services performed hereunder in conformance with best industry standards.

4.3 With respect to the services provided hereunder and to the extent permitted by applicable law, this warranty is in lieu of all other warranties, whether written or oral, express or implied, including without limiting the generality of the foregoing, any warranty of non-infringement, merchantability or fitness for a particular purpose.

5. LIMITATION OF LIABILITY

5.1 The liability for Azteca Systems for damages arising under this Agreement shall be limited to the fees actually paid by User to Azteca Systems for the current Update and Support Period pursuant to Section 3 hereof. In no event shall Azteca Systems be liable for any incidental, indirect, special, or consequential damages whatsoever (including but not limited to lost profits) arising out of or related to the support and services provided hereunder by Azteca Systems, even though Azteca Systems may have been advised, know or should have known of the possibility of such damages, unless such damage is caused directly by Azteca System's actual negligence.

6. TERM AND TERMINATION

6.1 The effective date of this Agreement, as set forth in section 9.2, shall continue until terminated.

6.2 This Agreement shall be terminated upon termination of the Cityworks Software License Agreement and, after the initial Update & Support Period, may be terminated by either party upon 30 days' written notice prior to the end of the then

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current Update & Support Period. If termination occurs during a successive Update & Support Period for which the User has paid the renewal fee in full, Azteca Systems shall return a prorated portion of the renewal fee for that period to the User.

7. PROCEDURES FOR ACCESSING SUPPORT

7.1 All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) User's system administration staff as first line of support, 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

7.2 Prior to calling Azteca Systems for support services, the User will first attempt to isolate any problems that occur with the System. The User will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component the User will first try and resolve the problem without Azteca Systems' involvement. If the User cannot resolve the problem or isolate the problem, the User will call Azteca Systems directly.

7.3 For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the User, Azteca Systems will provide an after-hours phone number or pager number that will forward the call or page to the currently assigned Azteca Systems support staff. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized User representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. Depending upon the type of problem, Azteca Systems support staff may need to be sent from Azteca Systems offices to the User location. Azteca Systems project management will confer with the User's representative or project management before making this decision. The speed at which remote Azteca Systems staff can respond may be limited by the driving time or the airline flights that are available. The User will reimburse Azteca Systems for all reasonable and customary travel expenses associated with resolving the problem (pursuant to the provisions of paragraph 3.4). For routine and non-critical problems the User will submit support requests during normal business hours.

7.4 For all problems involving The Cityworks Software component that are resolved without Azteca Systems' involvement, the User will document the problem and the resolution and send a report to Azteca Systems so that it can be tracked, monitored, and historically recorded.

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8. MISCELLANEOUS

8.1 Azteca Systems shall not be in default under this Agreement for its failure to perform or its delay in performing any obligation under this Agreement (other than the reimbursement of fees as set forth in paragraph 5.1) during any period of time during which such delay is due to fire, flood, earthquake, strike, labor trouble or other industrial disturbance, war (declared or undeclared), embargo, blockage, legal prohibition or governmental action, riot, insurrection, damage, destruction or any other cause beyond the control of Azteca Systems or any of its contractors preventing or delaying the performance of such obligation, provided that such obligation shall be performed immediately upon the termination of such cause preventing or delaying such performance; and provided further that the sole effect of any delay by Azteca Systems shall be a related delay in payment by the User pursuant to the relevant schedule.

8.2 The illegality, invalidity or unenforceability of any provision of the Agreement under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. The provisions of this Agreement shall be enforceable to the extent permissible under the laws of the State of **[enter name of the State]**.

8.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior statements, negotiations, and undertakings are superseded hereby, and may not be amended, modified or supplemented except in a writing executed by both parties, expressly purporting to amend this Agreement.

8.4 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld. User may not sublicense or encumber the Licensed Software without prior written consent of Azteca Systems.

8.5 Section headings herein are for the sake of convenience only and are not intended to affect in any way the meaning of this Agreement or the related paragraphs.

8.6 This Agreement becomes effective only upon execution by both parties. One fully executed copy of this Agreement shall be delivered by User to Azteca Systems at its office in Sandy, Utah 84070.

8.7 Until further written notice, all payments and notices relevant to this Agreement shall be sent to the following addresses:

Azteca Systems: Azteca Systems, Inc.

SAMPLE

11075 South State St.
Suite 24
Sandy, UT 84070

User: The address set forth in paragraph 9.1.

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9. IDENTIFICATION AND AMOUNTS

9.1 (a) User Name: _____

(b) User Contact: _____

Number and Street: _____

City/Province/Zip/Country: _____

Phone: _____ Email: _____

9.2 User Agreement: Between Azteca Systems and the User dated:

(a) Effective Date [mm / dd / yyyy] Initial _____
(Software delivery date)

(b) Initial Update & Support period and fee:

Fee: $_____ (first year complimentary) Initial _____

From: [mm / dd / yyyy]

To: [mm / dd / yyyy]

(c) Renewal Date: Successive twelve-month periods from the Renewal Date specified below, subject to termination as provided in paragraph 6.2.

Renewal Date: [mm / dd / yyyy] Initial _____

Fee: $_____ Initial _____

9.3 (a) Description of Covered Software:
_____
_____
_____ Initial _____

(b) Add-ons: _____ Initial _____
_____ Initial _____
_____ Initial _____

SAMPLE

10. DATA CONFIDENTIALITY STATEMENT:

For any client data and / or confidential information (data) provided to Azteca Systems, we will take reasonable measures to assure that the data is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the client will be loaded onto Azteca Systems servers or employee computers for the purpose of testing Cityworks software, database structure, or database values, and related ESRI software to resolve database or software performance issues, software enhancements and software defects ("bugs"). At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from the client. If requested by the client, and once the testing has been completed, Azteca Systems will delete all data provided by the client.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

Accepted and Agreed:

_____	Azteca Systems, Inc.
(User)	(Azteca Systems)
By: _____	By: _____
Authorized Signature	Authorized Signature
Printed Name: _____	Printed Name: Brian L. Haslam
Title: _____	Title: President
Date: [mm / dd / yyyy]	Date: [mm / dd / yyyy]
Witness	Witness
By: _____	By: _____

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APPENDIX

CORPORATE FINANCIAL STATEMENTS (5 Years)

rjngroup

RJN GROUP, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JANUARY 28, 2011

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RJN GROUP, INC.

FINANCIAL STATEMENTS

JANUARY 28, 2011 and JANUARY 29, 2010

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Confidential

DiGiovanni & McLaren Associates, P.C.
Certified Public Accountants and Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
of RJN Group, Inc.
Wheaton, Illinois

We have audited the accompanying balance sheets of RJN Group, Inc. (an Illinois corporation) as of January 28, 2011 and January 29, 2010 and the related statements of income and retained earnings and of cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RJN Group, Inc. as of January 28, 2011 and January 29, 2010, and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

DiGiovanni McLaren Associates, P.C.

June 30, 2011

11220 South Harlem Avenue ■ Worth, Illinois 60482 ■ Voice: 708.448.0700 ■ Fax: 708.448.170

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RJN GROUP, INC.

BALANCE SHEET

JANUARY 28, 2011 AND JANUARY 29, 2010

ASSETS	2011	2010
Current assets:		
Cash	$ --	$ --
Accounts receivable (net of allowance for doubtful accounts of $5,000 in 2011 and 2010)	2,980,584	2,800,721
Costs and estimated earnings in excess of billings on contracts in progress	395,366	614,855
Prepaid income taxes	--	1,099
Prepaid expenses	380,569	376,422
Total current assets	3,756,519	3,793,097
Net fixed assets	1,583,133	1,900,899
Other assets:		
Deposits	32,531	36,942
Deferred income taxes	--	218,000
Total other assets	32,531	254,942
Total assets	$ 5,372,183	$ 5,948,938

See accompanying notes to financial statements.

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RJN GROUP, INC.

BALANCE SHEET

JANUARY 28, 2011 AND JANUARY 29, 2010

LIABILITIES AND SHAREHOLDERS' EQUITY	2011	2010
Current liabilities:		
Cash overdraft	$ 217,395	$ 186,427
Bank line of credit	9,357	1,123,815
Notes payable-current portion	13,890	83,167
Accounts payable and accrued expenses	992,256	791,949
Billings in excess of costs and estimated earnings on contracts in progress	339,151	451,218
Deferred income taxes	501,300	535,600
Accrued income taxes	23,407	--
Accrued ESOP contributions	34,373	--
Accrued salaries	369,070	356,013
Accrued vacation	302,458	303,603
Total current liabilities	2,802,657	3,831,792
Long-term liabilities:		
Deferred rent	--	12,527
Deferred income taxes	99,300	--
Long-term notes payable – net of current portion	9,525	33,643
Total long-term liabilities	108,825	46,170
Total liabilities	2,911,482	3,877,962
Shareholders' equity:		
Common stock - no par value, 100,000 shares authorized, 93,279 and 92,949 shares issued and outstanding in 2011 and 2010, respectively	1,000	1,000
Additional paid in capital	180,849	151,630
Retained earnings	2,278,852	1,918,346
Total shareholders' equity	2,460,701	2,070,976
Total liability and shareholders' equity	$ 5,372,183	$ 5,948,938

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RJN GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

YEAR ENDED JANUARY 28, 2011 AND JANUARY 29, 2010

	2011	2010
Income:		
Revenue - services and sales	$ 22,980,830	$ 19,074,570
Expenses:		
Direct labor	4,863,529	4,495,314
Other direct costs	6,798,327	4,417,802
Indirect costs	6,373,677	5,734,779
General and administrative expenses	3,763,944	3,796,118
Total expenses	21,799,477	18,444,013
Income (loss) from operations	1,181,353	630,557
Other Income (Expense):		
ESOP contribution	(500,000)	(495,228)
Gain (loss) on disposition of fixed assets	3,107	(1,019)
Interest expense	(23,287)	(50,534)
Miscellaneous	20,592	9,213
Total other income (expense) - net	(499,588)	(537,568)
Income (loss) before provision for income taxes	681,765	92,989
Provision for income tax (benefit) (Note 6)	321,259	35,212
Net income (loss)	360,506	57,777
Retained earnings:		
Beginning of year	1,918,346	1,950,443
Retirement of treasury stock	--	(89,874)
End of year	$ 2,278,852	$ 1,918,346

See accompanying notes to financial statements.

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RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 28, 2011 AND JANUARY 29, 2010

	2011	2010
Cash flows from operating activities:		
Net income (loss)	$ 360,506	$ 62,692
Charges (credits) to income not requiring (providing) cash:		
Depreciation and amortization	669,223	685,002
Net (gain)/loss on disposal of fixed assets	(3,107)	1,019
Changes in assets and liabilities:		
Accounts receivable - net	(179,863)	(13,655)
Costs and estimated earnings in excess of billings	219,489	(276,536)
Prepaid expenses	(3,048)	(21,879)
Deposits	4,411	3,542
Deferred income tax asset	218,000	(165,000)
Accounts payable	200,307	(368,856)
Billings in excess of costs and estimated earnings	(112,067)	(4,284)
Deferred income taxes	65,000	186,600
Deferred rent	(12,527)	(15,033)
Accrued expenses	69,692	1,647
Total adjustments	1,135,510	12,567
Net cash used in operating activities	$ 1,496,016	$ 75,259

See accompanying notes to financial statements.

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RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 28, 2011 AND JANUARY 29, 2010

	2011	2010
Cash flows from investing activities:		
Additions to fixed assets	$ (365,269)	$ (357,253)
Sale of stock	31,676	56,522
Repurchases of stock	(2,457)	(94,789)
Proceeds from the disposal of fixed assets	16,919	4,271
Net cash (used in) investing activities	(319,131)	(391,249)
Cash flows from financing activities:		
(Payments) on notes payable	(93,395)	(118,222)
Proceeds from notes payable	--	18,500
Lines of credit advances (payments) – net	(1,114,458)	424,980
Net cash provided by financing activities	(1,207,853)	325,258
Increase (decrease) in cash and cash equivalents	(30,968)	9,268
Cash and cash equivalents:		
Beginning of year	(186,427)	(195,695)
End of year	$ (217,395)	$ (186,427)
Supplemental cash flow information:		
Cash paid during the year for:		
Interest	$ 27,974	$ 48,203
Income taxes	$ 13,753	$ 19,483

See accompanying notes to financial statements.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 1. Summary of Significant Accounting Policies

a. Organization and Description of Business

The Company's principal business involves engineering and related computer applications. The Company's customers consist of government agencies and private industry. Sales are obtained throughout North America with substantially all sales being credit sales. Since most revenues are subject to contractual arrangements, progress billings are utilized in many cases.

b. Revenue and Cost Recognition

The Company follows the percentage of completion method for recognizing revenues from fixed price contracts based on costs incurred to date compared to estimated costs for each uncompleted contract. Costs of contracts include direct materials and equipment, direct labor, subcontractors and other project related costs. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset "Costs and estimated earnings in excess of billings on contracts in progress" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on contracts in progress" represents billings in excess of revenues recognized.

c. Fixed Assets

Fixed assets are recorded at cost. Major additions are capitalized while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently.

Assets are depreciated using the straightline method over the lives of the assets. The estimated lives of the assets are as follow:

Building and improvements	31 -1/2 years
Office furniture and equipment	5 - 10 years
Field equipment	3 - 7 years
Computers and software	3 - 5 years
Transportation equipment	5 years

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 1. Summary of Significant Accounting Policies (continued)

d. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

e. Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. Management believes that the Company is not exposed to any significant credit risk related to cash.

The Company extends credit in the normal course of business to its customers and maintains allowances for doubtful accounts.

Note 2. Fixed Assets

Fixed assets at January 28, 2011 and January 29, 2010 were as follows:

	2011	2010
Buildings and improvements	$ 374,144	$ 352,583
Office furniture and equipment	799,403	800,344
Field equipment	3,091,866	2,962,372
Computers and software	1,951,900	1,848,885
Transportation equipment	415,085	394,614
Total	6,632,398	6,358,798
Less accumulated depreciation	5,049,265	4,457,899
Net fixed assets	$ 1,583,133	$ 1,900,899

Depreciation expense for the years ended January 28, 2011 and January 29, 2010 was $669,223 and $685,002 respectively.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 3. Retirement Plans

RJN Group, Inc. has a 401(k) Plan to provide benefits to eligible participants. Employer and employee contributions to the plan are voluntary, subject to the Internal Revenue Service regulations governing maximum contributions. The Plan is a defined contribution plan and, as such, is not subject to minimum funding standards. Currently, all employees of the Company are eligible to participate upon meeting plan service requirements. Contributions to the 401(k) Plan totaled $144,824 and $131,879 during the years ended January 28, 2011 and January 29, 2010 respectively.

The Company established an Employee Stock Ownership Plan (ESOP) by amending the former Profit Sharing Plan and Trust. The ESOP Plan authorized the Trust to purchase 66,942 shares of the Company's outstanding common stock from a former shareholder. To fund this transaction the Company borrowed $3,000,000 from a bank. The Company loaned this amount plus an additional $956,559 to the ESOP. During 1995 the ESOP purchased 66,942 shares of stock at an average cost of $59.10 per share. At January 28, 2011 the ESOP held 64,821 shares of allocated stock plus an additional 14,490 shares previously purchased by directly participants. Although no shares of stock were redeemed in the current year, the Company redeemed 2,121 shares of stock from the ESOP in prior years.

Contributions to the ESOP are determined on an annual basis. The Company makes contributions, as needed, to provide liquidity for any repurchases of stock made within the Plan during the year. Periodically, the Company retains a consultant to prepare an ESOP repurchase obligation study. The Company began accruing contributions in the current year using a rolling five year average of the projected liability. Contributions paid to the ESOP during the years ended January 28, 2011 and January 29, 2010 totaled $465,627 and $495,228.

Note 4. Line of Credit

The Company has a line of credit with a maximum availability up to $3,400,000 at a variable interest rate of 2.25% above LIBOR with a minimum rate of 4.50%. The line is secured by the assets of the Company and expires on September 5, 2011. The outstanding balance at January 28, 2011 was $9,357.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 5. Notes Payable

Notes payable at January 28, 2011 and January 29, 2010 are as follows:

	2011	2010
Equipment loan with monthly payments of $4,968 plus interest at 2.25% above LIBOR, secured by assets of the Company, due April, 2011	$ --	$ 69,540
Auto loans with monthly payments ranging from $275 to $779 which includes interest ranging from 0% to 7.45%	23,415	47,270
Total notes payable	23,415	116,810
Less current portion of notes payable	13,890	83,167
Notes payable - net of current portion	$ 9,525	$ 33,643

Principal payments on notes payable are as follows:

Year ending January 31,	
2012	$ 13,890
2013	3,818
2014	4,034
2015	1,673
Total	$ 23,415

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 6. Income Taxes

The provision for income tax consists of the following:

	2011	2010
Current expense	$ 38.259	$ 13,612
Deferred expense (benefit)	283.000	21,600
Provision for income tax	$ 321,259	$ 35,212

Deferred income taxes result from temporary differences which arise as a result of differences between the amounts of reported assets and liabilities in the financial statements and their tax basis. For tax purposes, the Company reports on the cash basis.

The Company's total deferred tax assets and deferred tax liabilities at January 28, 2011 and January 29, 2010 are as follows:

	2011	2010
Deferred tax asset - noncurrent	$ --	$ 218,000
Deferred tax liability - noncurrent	99,300	--
Deferred tax liability – current	$ 988,000	$ 968,000
Deferred tax asset – current	(486,700)	(432,400)
Net deferred tax liability	$ 501,300	$ 535,600

For tax return purposes, the Company has approximately $355,700 of net operating loss carryforwards as of January 28, 2011, which expire in the years 2014 through 2030. The Company also has a charitable contribution carryforward of approximately $9,000 which will expire in the years 2012 through 2017.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 28, 2011 AND JANUARY 29, 2010

Note 7. Operating Leases

The Company has entered into various leasing arrangements for office and storage space, automobiles, and equipment. Operating lease expense for the years ended January 29, 2010 and January 30, 2009 amounted to $763,646 and $820,978 respectively, including $165,000 to an entity related through ownership. A significant portion of this lease expense is related to office and storage space and equipment under lease terms of less than one year.

The following is a summary by years of future minimum rental payments required under operating leases that have remaining noncancelable lease terms in excess of one year at January 29, 2010:

Year ending January 31:	
2012	$ 247,700
2013	621,512
2014	44,419
2015	26,579

Note 8. Shareholders' Agreements

As described in Note 3, RJN Group, Inc. ESOP trust holds 79,311 shares of the Company. The remaining outstanding shares were purchased by various employees of the Company. These shareholders are subject to an agreement which stipulated the terms under which the Company's shares can be sold, transferred or pledged. In the event of death or withdrawal from active employment with the Company, the shareholder must sell and the Company must redeem all of the withdrawing shareholder's stock. The redemption value of the stock and the pay-out periods vary based on the reason for the separation from the Company.

Note 9. Subsequent Events

The Company has evaluated subsequent events through June 30, 2011, the date which the financial statements were available to be issued.

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RJN GROUP, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JANUARY 29, 2010

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RJN GROUP, INC.

FINANCIAL STATEMENTS

JANUARY 29, 2010 and JANUARY 30, 2009

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DiGiovanni & McLaren Associates, P.C.
Certified Public Accountants and Consultants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
of RJN Group, Inc.
Wheaton, Illinois

We have audited the accompanying balance sheets of RJN Group, Inc. (an Illinois corporation) as of January 29, 2010 and January 30, 2009 and the related statements of income and retained earnings and of cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RJN Group, Inc. as of January 29, 2010 and January 30, 2009, and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

DiGiovanni & McLaren Associates, P.C.

June 24, 2010

11220 South Harlem Avenue ■ Worth, Illinois 60482 ■ Voice: 708.448.0700 ■ Fax: 708.448.17

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RJN GROUP, INC.

BALANCE SHEET

JANUARY 29, 2010 AND JANUARY 30, 2009

ASSETS	2010	2009
Current assets:		
Cash	$ --	$ --
Accounts receivable (net of allowance for doubtful accounts of $5,000 in 2010 and 2009)	2,800,721	2,787,066
Costs and estimated earnings in excess of billings on contracts in progress (Note 1b)	614,855	338,319
Prepaid income taxes	1,099	19,967
Prepaid expenses	376,422	335,675
Total current assets	3,793,097	3,481,027
Net fixed assets (Notes 1c and 2)	1,900,899	2,233,938
Other assets:		
Deposits	36,942	40,484
Deferred income taxes	218,000	53,000
Total other assets	254,942	93,484
Total assets	$ 5,948,938	$ 5,808,449

See accompanying notes to financial statements.

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LIABILITIES AND SHAREHOLDERS' EQUITY	2010	2009
Current liabilities:		
Cash overdraft	$ 186,427	$ 195,695
Bank line of credit (Note 4)	1,123,815	698,835
Notes payable-current portion (Note 5)	83,167	114,483
Accounts payable	791,949	1,160,805
Billings in excess of costs and estimated earnings on contracts in progress (Note 1b)	451,218	455,502
Deferred income taxes (Note 6)	535,600	349,000
Accrued salaries	356,013	341,302
Accrued vacation	303,603	316,667
Total current liabilities	3,831,792	3,632,289
Long-term liabilities:		
Deferred rent	12,527	27,560
Long-term notes payable – net of current portion	33,643	102,049
Total long-term liabilities	46,170	129,609
Total liabilities	3,877,962	3,761,898
Shareholders' equity:		
Common stock - no par value, 100,000 shares authorized, 94,617 shares issued, 92,949 and 94,105 outstanding in 2010 and 2009, respectively	1,000	1,000
Additional paid in capital	151,630	95,108
Retained earnings	1,918,346	1,950,443
Total shareholders' equity	2,070,976	2,046,551
Total liability and shareholders' equity	$ 5,948,938	$ 5,808,449

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RJN GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

YEAR ENDED JANUARY 29, 2010 AND JANUARY 30, 2009

	2010	2009
Income:		
Revenue - services and sales	$ 19,074,570	$ 21,474,994
Expenses:		
Direct labor	4,495,314	4,626,850
Other direct costs	4,417,802	6,248,886
Indirect costs	5,734,779	6,052,318
General and administrative expenses	3,796,118	4,064,547
Total expenses	18,444,013	20,992,601
Income (loss) from operations	630,557	482,393
Other income (expense):		
ESOP contribution	(495,228)	(188,273)
Gain (loss) on disposition of fixed assets	(1,019)	(28,541)
Interest expense	(50,534)	(67,742)
Miscellaneous	9,213	2,496
Total other income (expense) - net	(537,568)	(282,060)
Income (loss) before provision for income taxes	92,989	200,333
Provision for income tax (benefit) (Note 6)	35,212	91,324
Net income (loss)	57,777	109,009
Retained earnings:		
Beginning of year	1,950,443	1,841,434
Retirement of treasury stock	(89,874)	--
End of year	$ 1,918,346	$ 1,950,443

See accompanying notes to financial statements.

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RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 29, 2010 AND JANUARY 30, 2009

	2010	2009
Cash flows from operating activities:		
Net income (loss)	$ 62,692	$ 109,009
Charges (credits) to income not requiring (providing) cash:		
Depreciation and amortization	685,002	823,334
Net loss on disposal of fixed assets/goodwill	1,019	28,541
Changes in assets and liabilities:		
Accounts receivable - net	(13,655)	(202,697)
Costs and estimated earnings in excess of billings	(276,536)	216,069
Prepaid expenses	(21,879)	(75,612)
Deposits	3,542	(373)
Deferred income tax asset	(165,000)	42,500
Accounts payable	(368,856)	(298,108)
Billings in excess of costs and estimated earnings	(4,284)	(44,863)
Deferred income taxes	186,600	16,500
Deferred rent	(15,033)	27,560
Accrued expenses	1,647	(40,778)
Total adjustments	12,567	492,073
Net cash used in operating activities	$ 75,259	$ 601,082

See accompanying notes to financial statements.

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RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 29, 2010 AND JANUARY 30, 2009

	2010	2009
Cash flows from investing activities:		
Additions to fixed assets	$ (357,253)	$ (393,551)
Sale of stock	56,522	23,451
Repurchases of stock	(94,789)	--
Proceeds from the disposal of fixed assets	4,271	9,642
Net cash (used in) investing activities	(391,249)	(360,458)
Cash flows from financing activities:		
(Payments) on notes payable	(118,222)	(134,587)
Proceeds from notes payable	18,500	178,836
Lines of credit advances (payments) – net	424,980	(798,334)
Net cash provided by financing activities	325,258	(754,085)
Increase (decrease) in cash and cash equivalents	9,268	(513,461)
Cash and cash equivalents:		
Beginning of year	(195,695)	317,766
End of year	$ (186,427)	$ (195,695)
Supplemental cash flow information:		
Cash paid during the year for:		
Interest	$ 48,203	$ 65,386
Income taxes	$ 19,483	$ 74,989

See accompanying notes to financial statements.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 30, 2009

Note 1. Summary of Significant Accounting Policies

a. Organization and Description of Business

The Company's principal business involves engineering and related computer applications. The Company's customers consist of government agencies and private industry. Sales are obtained throughout North America with substantially all sales being credit sales. Since most revenues are subject to contractual arrangements, progress billings are utilized in many cases.

b. Revenue and Cost Recognition

The Company follows the percentage of completion method for recognizing revenues from fixed price contracts based on costs incurred to date compared to estimated costs for each uncompleted contract. Costs of contracts include direct materials and equipment, direct labor, subcontractors and other project related costs. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset "Costs and estimated earnings in excess of billings on contracts in progress" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on contracts in progress" represents billings in excess of revenues recognized.

c. Fixed Assets

Fixed assets are recorded at cost. Major additions are capitalized while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently.

Assets are depreciated using the straightline method over the lives of the assets. The estimated lives of the assets are as follow:

Building and improvements	31 -1/2 years
Office furniture and equipment	5 - 10 years
Field equipment	3 - 7 years
Computers and software	3 - 5 years
Transportation equipment	5 years

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 30, 2009

Note 1. Summary of Significant Accounting Policies (continued)

d. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

e. Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through acquisition. The Company acquired selected assets of the surveying division of a company, resulting in goodwill of $16,563. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, goodwill is not subject to amortization but is tested annually for impairment. Goodwill was found to be impaired during the year ended January 30, 2009 and was written off.

Note 2. Fixed Assets

Fixed assets at January 29, 2010 and January 30, 2009 were as follows:

	2010	2009
Buildings and improvements	$ 352,583	$ 348,591
Office furniture and equipment	800,344	846,417
Field equipment	2,962,372	2,763,661
Computers and software	1,848,885	1,723,337
Transportation equipment	394,614	347,199
Total	6,358,798	6,029,205
Less accumulated depreciation	4,457,899	3,795,267
Net fixed assets	$ 1,900,899	$ 2,233,938

Depreciation expense for the years ended January 29, 2010 and January 30, 2009 was $685,002 and $823,334 respectively.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 29, 2009

Note 3. Retirement Plans

RJN Group, Inc. has a 401(k) Plan to provide benefits to eligible participants. Employer and employee contributions to the plan are voluntary, subject to the Internal Revenue Service regulations governing maximum contributions. The Plan is a defined contribution plan and, as such, is not subject to minimum funding standards. Currently, all employees of the Company are eligible to participate upon meeting plan service requirements. Contributions to the 401(k) Plan totaled $131,879 and $116,916 during the years ended January 29, 2010 and January 30, 2009 respectively.

The Company established an Employee Stock Ownership Plan (ESOP) by amending the former Profit Sharing Plan and Trust. The ESOP Plan authorized the Trust to purchase 66,942 shares of the Company's outstanding common stock from a former shareholder. To fund this transaction the Company borrowed $3,000,000 from a bank. The Company loaned this amount plus an additional $956,559 to the ESOP. During 1995 the ESOP purchased 66,942 shares of stock at an average cost of $59.10 per share. At January 29, 2010 the ESOP held 64,821 shares of allocated stock plus an additional 14,490 shares previously purchased by directly participants. Although no shares of stock were redeemed in the current year, the Company redeemed 2,121 shares of stock from the ESOP in prior years.

Contributions to the ESOP during the years ended January 29, 2010 and January 30, 2009 totaled $495,228 and $188,275.

Note 4. Line of Credit

The Company has a line of credit with a maximum availability up to $3,400,000 at a variable interest rate of 2.25% above LIBOR with a minimum rate of 4.50%. The line is secured by the assets of the Company and expires on September 5, 2010. The outstanding balance at January 29, 2010 was $1,123,815.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 30, 2009

Note 5. Notes Payable

Notes payable at January 29, 2010 and January 30, 2009 are as follows:

	2010	2009
Equipment loan with monthly payments of $4,968 plus interest at 2.25% above LIBOR, secured by assets of the Company, due April, 2011	$ 69,540	$ 129,156
Auto loans with monthly payments ranging from $275 to $779 which includes interest ranging from 0% to 7.45%	47,270	66,492
Capitalized leases for purchase of equipment with monthly payments ranging from $1,496 to $2,555 which includes interest ranging from 7% to 16%	--	20,884
Total notes payable	116,810	216,532
Less current portion of notes payable	83,167	114,483
Notes payable - net of current portion	$ 33,643	$ 102,049

Principal payments on notes payable are as follows:

Year ending January 31,	
2011	$ 83,167
2012	24,102
2013	3,810
2014	4,029
2015	1,702
Total	$ 116,810

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 30, 2009

Note 6. Income Taxes

The provision for income tax consists of the following:

	2010	2009
Current expense	$ 13,612	$ 32,324
Deferred expense (benefit)	21,600	59,000
Provision for income tax	$ 35,212	$ 91,324

Deferred income taxes result from temporary differences which arise as a result of differences between the amounts of reported assets and liabilities in the financial statements and their tax basis. For tax purposes, the Company reports on the cash basis.

The Company's total deferred tax assets and deferred tax liabilities at January 29, 2010 and January 30, 2009 are as follows:

	2010	2009
Deferred tax asset - noncurrent	$ 218,000	$ 53,000
Less valuation allowance	--	--
Net deferred tax asset	$	$ 53,000
Deferred tax liability – current	$ 968,000	$ 904,000
Deferred tax asset – current	432,400	555,000
Net deferred tax liability	$ 535,600	$ 349,000

For tax return purposes, the Company has approximately $1,186,000 of net operating loss carryforwards as of January 29, 2010, which expire in the years 2014 through 2029. The Company also has a charitable contribution carryforward of approximately $69,000 which will expire in the years 2010 through 2015.

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RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 29, 2010 AND JANUARY 30, 2009

Note 7. Operating Leases

The Company has entered into various leasing arrangements for office and storage space, automobiles, and equipment. Operating lease expense for the years ended January 29, 2010 and January 30, 2009 amounted to $763,646 and $820,978 respectively, including $165,000 to an entity related through ownership. A significant portion of this lease expense is related to office and storage space and equipment under lease terms of less than one year.

The following is a summary by years of future minimum rental payments required under operating leases that have remaining noncancelable lease terms in excess of one year at January 29, 2010:

Year ending January 31:	
2011	$ 361,348
2012	247,700
2013	621,512
2014	44,419
2015	26,579

Note 8. Shareholders' Agreements

As described in Note 3, RJN Group, Inc. ESOP owns 64,821 shares of the Company. The remaining outstanding shares were purchased by various employees of the Company. These shareholders are subject to an agreement which stipulated the terms under which the Company's shares can be sold, transferred or pledged. In the event of death or withdrawal from active employment with the Company, the shareholder must sell and the Company must redeem all of the withdrawing shareholder's stock. The redemption value of the stock and the pay-out periods vary based on the reason for the separation from the Company.

Note 9. Subsequent Events

The Company has evaluated subsequent events through June 24, 2010, the date which the financial statements were available to be issued.

Confidential

RJN GROUP, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED JANUARY 30, 2009

RJN GROUP, INC.

FINANCIAL STATEMENTS

JANUARY 30, 2009 and FEBRUARY 1, 2008

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DiGiovanni
McLaren
Associates, P.C.
Certified Public Accountants
and Consultants

CONFIDENTIAL

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
Of RJN Group, Inc.
Wheaton, Illinois

We have audited the accompanying balance sheets of RJN Group, Inc. (an Illinois corporation) as of January 30, 2009 and February 1, 2008 and the related statements of income and retained earnings and of cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RJN Group, Inc. as of January 30, 2009 and February 1, 2008, and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

DiGiovanni, McLaren & Associates, PC

May 8, 2009

11220 South Harlem Avenue ■ Worth, Illinois 60482 ■ Voice: 708 448 0700 ■ Fax: 708 448 [illegible]

RJN GROUP, INC.

BALANCE SHEET

JANUARY 30, 2009 AND FEBRUARY 1, 2008

ASSETS	2009	2008
Current assets:		
Cash	$ --	$ 317,766
Accounts receivable (net of allowance for doubtful accounts of $5,000 in 2009 and $8,760 in 2008)	2,787,066	2,584,369
Costs and estimated earnings in excess of billings on contracts in progress (Note 1b)	338,319	554,388
Prepaid income taxes	19,967	--
Prepaid expenses	335,675	280,030
Total current assets	3,481,027	3,736,553
Net fixed assets (Notes 1c and 2)	2,233,938	2,685,341
Other assets:		
Goodwill	--	16,563
Deposits	40,484	40,111
Deferred income taxes	53,000	95,500
Total other assets	93,484	152,174
Total assets	$ 5,808,449	$ 6,574,068

LIABILITIES AND SHAREHOLDERS' EQUITY	2009	2008
Current liabilities:		
Cash overdraft	$ 195,695	$ --
Bank line of credit (Note 4)	698,835	1,497,169
Notes payable-current portion (Note 5)	114,483	105,638
Accounts payable	1,160,805	1,458,913
Billings in excess of costs and estimated earnings on contracts in progress (Note 1b)	455,502	500,365
Deferred income taxes (Note 6)	349,000	332,500
Accrued income taxes	--	22,698
Accrued salaries	341,302	334,745
Accrued vacation	316,667	341,304
Total current liabilities	3,632,289	4,593,332
Long-term liabilities:		
Deferred rent	27,560	--
Long-term notes payable – net of current portion	102,049	66,645
Total long-term liabilities	129,609	66,645
Total liabilities	3,761,898	4,659,977
Shareholders' equity:		
Common stock - no par value, 100,000 shares authorized, 94,617 shares issued, 94,105 and 92,804 outstanding in 2009 and 2008, respectively	1,000	1,000
Additional paid in capital	95,108	71,657
Retained earnings	1,950,443	1,841,434
Total shareholders' equity	2,046,551	1,914,091
Total liability and shareholders' equity	$ 5,808,449	$ 6,574,068

See accompanying notes to financial statements.

CONFIDENTIAL

RJN GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

YEAR ENDED JANUARY 30, 2009 AND FEBRUARY 1, 2008

	2009	2008
Income:		
Revenue - services and sales	$ 21,474,994	$ 20,176,144
Expenses:		
Direct labor	4,626,850	4,298,803
Other direct costs	6,248,886	5,292,344
Indirect costs	6,052,318	5,564,291
General and administrative expenses	4,064,547	3,911,365
Total expenses	20,992,601	19,066,803
Income (loss) from operations	482,393	1,109,341
Other income (expense):		
ESOP contribution	(188,273)	(422,602)
Gain (loss) on disposition of fixed assets	(28,541)	(3,877)
Interest expense	(67,742)	(145,685)
Miscellaneous	2,496	7,159
Total other income (expense) - net	(282,060)	(565,005)
Income (loss) before provision for income taxes	200,333	544,336
Provision for income tax (benefit) (Note 6)	91,324	235,301
Net income (loss)	109,009	309,035
Retained earnings:		
Beginning of year	1,841,434	1,665,460
Retirement of treasury stock	--	(133,061)
End of year	$ 1,950,443	$ 1,841,434

See accompanying notes to financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 30, 2009 AND FEBRUARY 1, 2008

	2009	2008
Cash flows from operating activities:		
Net income (loss)	$ 109,009	$ 309,035
Charges (credits) to income not requiring (providing) cash:		
Depreciation and amortization	823,334	744,713
Net loss on disposal of fixed assets/goodwill	28,541	3,877
Changes in assets and liabilities:		
Accounts receivable - net	(202,697)	1,893,636
Costs and estimated earnings in excess of billings	216,069	72,248
Prepaid expenses	(75,612)	6,391
Deposits	(373)	(3,734)
Deferred income tax asset	42,500	555,500
Accounts payable	(298,108)	(349,260)
Billings in excess of costs and estimated earnings	(44,863)	(779,107)
Deferred income taxes	16,500	(365,500)
Deferred rent	27,560	--
Accrued expenses	(40,778)	56,611
Total adjustments	492,073	1,835,375
Net cash used in operating activities	$ 601,082	$ 2,144,410

See accompanying notes to financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED JANUARY 30, 2009 AND FEBRUARY 1, 2008

	2009	2008
Cash flows from investing activities:		
Additions to fixed assets	$ (393,551)	$ (572,528)
Sale of stock	23,451	16,668
Proceeds from the disposal of fixed assets	9,642	--
Net cash (used in) investing activities	(360,458)	(555,860)
Cash flows from financing activities:		
(Payments) on notes payable	(134,587)	(370,520)
Proceeds from notes payable	178,836	--
Lines of credit advances (payments) – net	(798,334)	(591,374)
Net cash provided by financing activities	(754,085)	(961,894)
Increase (decrease) in cash and cash equivalents	(513,461)	626,656
Cash and cash equivalents:		
Beginning of year	317,766	(308,890)
End of year	$ (195,695)	$ 317,766
Supplemental cash flow information:		
Cash paid during the year for:		
Interest	$ 65,386	$ 151,880
Income taxes	$ 74,989	$ 35,112

See accompanying notes to financial statements.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 1. Summary of Significant Accounting Policies

a. Organization and Description of Business

The Company's principal business involves engineering and related computer applications. The Company's customers consist of government agencies and private industry. Sales are obtained throughout North America with substantially all sales being credit sales. Since most revenues are subject to contractual arrangements, progress billings are utilized in many cases.

b. Revenue and Cost Recognition

The Company follows the percentage of completion method for recognizing revenues from fixed price contracts based on costs incurred to date compared to estimated costs for each uncompleted contract. Costs of contracts include direct materials and equipment, direct labor, subcontractors and other project related costs. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset "Costs and estimated earnings in excess of billings on contracts in progress" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on contracts in progress" represents billings in excess of revenues recognized.

c. Fixed Assets

Fixed assets are recorded at cost. Major additions are capitalized while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently.

Assets are depreciated using the straightline method over the lives of the assets. The estimated lives of the assets are as follow:

Building and improvements	31 -1/2 years
Office furniture and equipment	5 - 10 years
Field equipment	5 - 7 years
Computers and software	3 - 5 years
Transportation equipment	5 years

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 1. Summary of Significant Accounting Policies (continued)

d. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

e. Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through acquisition. The Company acquired selected assets of the surveying division of a company, resulting in goodwill of $16,563. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, goodwill is not subject to amortization but is tested annually for impairment. Goodwill was found to be impaired during the current year and was written off.

Note 2. Fixed Assets

Fixed assets at January 30, 2009 and February 1, 2008 were as follows:

	2009	2008
Buildings and improvements	$ 348,591	$ 347,263
Office furniture and equipment	846,417	1,448,612
Field equipment	2,763,661	2,415,202
Computers and software	1,723,337	1,559,713
Transportation equipment	347,199	383,053
Total	6,029,205	6,153,843
Less accumulated depreciation	3,795,267	3,468,502
Net fixed assets	$ 2,233,938	$ 2,685,341

Depreciation expense for the years ended January 30, 2009 and February 1, 2008 was $823,334 and $744,713 respectively.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 3. Retirement Plans

RJN Group, Inc. has a 401(k) Plan to provide benefits to eligible participants. Employer and employee contributions to the plan are voluntary, subject to the Internal Revenue Service regulations governing maximum contributions. The Plan is a defined contribution plan and, as such, is not subject to minimum funding standards. Currently, all employees of the Company are eligible to participate upon meeting plan service requirements. Contributions to the 401(k) Plan totaled $116,916 and $110,409 during the years ended January 30, 2009 and February 1, 2008 respectively.

The Company established an Employee Stock Ownership Plan (ESOP) by amending the former Profit Sharing Plan and Trust. The ESOP Plan authorized the Trust to purchase 66,942 shares of the Company's outstanding common stock from a former shareholder. To fund this transaction the Company borrowed $3,000,000 from a bank. The Company loaned this amount plus an additional $956,559 to the ESOP. During 1995 the ESOP purchased 66,942 shares of stock at an average cost of $59.10 per share. At January 30, 2009 the ESOP held 64,821 shares of allocated stock. Although no shares of stock were redeemed in the current year, the Company redeemed 2,121 shares of stock from the ESOP in prior years.

Contributions to the ESOP during the years ended January 30, 2009 and February 1, 2008 totaled $188,275 and $422,602.

Note 4. Line of Credit

The Company has a line of credit with a maximum availability up to $3,400,000 at a variable interest rate of 2.25% above LIBOR. The line is secured by the assets of the Company and expires on August 31, 2009. The outstanding balance at January 30, 2009 was $698,835.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 5. Notes Payable

Notes payable at January 30, 2009 and February 1, 2008 are as follows:

	2009	2008
Equipment loan with monthly payments of $4,968 plus interest at 2.25% above LIBOR, secured by assets of the Company, due April, 2011	$ 129,156	$ --
Auto loans with monthly payments ranging from $275 to $779 which includes interest ranging from 0% to 7.45%	66,492	91,919
Capitalized leases for purchase of equipment with monthly payments ranging from $1,496 to $2,555 which includes interest ranging from 7% to 16%	20,884	80,364
Total notes payable	216,532	172,283
Less current portion of notes payable	114,483	105,638
Notes payable - net of current portion	$ 102,049	$ 66,645

Principal payments on notes payable are as follows:

Year ending January 31,	
2010	$ 114,483
2011	81,555
2012	20,494
Total	$ 216,532

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 6. Income Taxes

The provision for income tax consists of the following:

	2009	2008
Current expense	$ 32,324	$ 45,301
Deferred expense (benefit)	59,000	190,000
Provision for income tax	$ 91,324	$ 235,301

Deferred income taxes result from temporary differences which arise as a result of differences between the amounts of reported assets and liabilities in the financial statements and their tax basis. For tax purposes, the Company reports on the cash basis.

The Company's total deferred tax assets and deferred tax liabilities at January 30, 2009 and February 1, 2008 are as follows:

	2009	2008
Deferred tax asset - noncurrent	$ 53,000	$ 95,500
Less valuation allowance	--	--
Net deferred tax asset	$ 53,000	$ 95,500
Deferred tax liability – current	$ 904,000	$ 878,000
Deferred tax asset – current	555,000	545,500
Net deferred tax liability	$ 349,000	$ 332,500

For tax return purposes, the Company has approximately $675,000 of net operating loss carryforwards as of January 30, 2009, which expire in the years 2014 through 2029. The Company also has a charitable contribution carryforward of approximately $41,000 which will expire in the years 2009 through 2014.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

JANUARY 30, 2009 AND FEBRUARY 1, 2008

Note 7. Operating Leases

The Company has entered into various leasing arrangements for office and storage space, automobiles, and equipment. Operating lease expense for the years ended January 30, 2009 and February 1, 2008 amounted to $820,978 and $697,587 respectively, including $147,000 to an entity related through ownership. A significant portion of this lease expense is related to office and storage space and equipment under lease terms of less than one year.

The following is a summary by years of future minimum rental payments required under operating leases that have remaining noncancelable lease terms in excess of one year at January 30, 2009:

Year ending January 31:	
2010	$ 518,559
2011	291,576
2012	183,537
2013	27,076
2014	8,683

Note 8. Shareholders' Agreements

The shareholders of the Company are subject to an agreement which stipulated the terms under which the Company's shares can be sold, transferred or pledged. In the event of death or withdrawal from active employment with the Company, the shareholder must sell and the Company must redeem all of the withdrawing shareholder's stock. The redemption value of the stock and the pay-out periods vary based on the reason for termination.

RJN GROUP, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED FEBRUARY 1, 2008

RJN GROUP, INC.

FINANCIAL STATEMENTS

FEBRUARY 1, 2008 and FEBRUARY 2, 2007

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DiGiovanni & McLaren Associates, P.C.
Certified Public Accountants and Consultants

CONFIDENTIAL

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors and Stockholders
Of RJN Group, Inc.
Wheaton, Illinois

We have audited the accompanying balance sheets of RJN Group, Inc. (an Illinois corporation) as of February 1, 2008 and February 2, 2007 and the related statements of income and retained earnings and of cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of RJN Group, Inc. as of February 1, 2008 and February 2, 2007, and the results of operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

DiGiovanni, McLaren Associates

May 5, 2008

11220 South Harlem Avenue ■ Worth, Illinois 60482 ■ Voice: 708.448.0700 ■ Fax: 708.448.1700

RJN GROUP, INC.

BALANCE SHEET

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

ASSETS	2008	2007
Current assets:		
Cash	$ 317,766	$ --
Accounts receivable (net of allowance for doubtful accounts of $8,760 in 2007 and $48,368 in 2007)	2,584,369	4,478,005
Costs and estimated earnings in excess of billings on contracts in progress (Note 1b)	554,388	626,636
Prepaid expenses	280,030	286,421
Total current assets	3,736,553	5,391,062
Net fixed assets (Notes 1c and 2)	2,685,341	2,861,403
Other assets:		
Goodwill	16,563	16,563
Deposits	40,111	36,377
Deferred income taxes	95,500	651,000
Total other assets	152,174	703,940
Total assets	$ 6,574,068	$ 8,956,405

See accompanying notes to financial statements.

LIABILITIES AND SHAREHOLDERS' EQUITY	2008	2007
Current liabilities:		
Cash overdraft	$ --	$ 308,890
Bank line of credit (Note 4)	1,497,169	2,088,543
Notes payable-current portion (Note 5)	105,638	435,477
Accounts payable	1,458,913	1,808,173
Billings in excess of costs and estimated earnings on contracts in progress (Note 1b)	500,365	1,279,472
Deferred income taxes (Note 6)	332,500	698,000
Accrued income taxes	22,698	12,449
Accrued salaries	334,745	315,898
Accrued vacation	341,304	313,789
Total current liabilities	4,593,332	7,260,691
Long-term notes payable – net of current portion (Note 5)	66,645	107,326
Total liabilities	4,659,977	7,368,017
Shareholders' equity:		
Common stock - no par value, 100,000 shares authorized, 94,617 shares issued, 92,804 and 93,508 outstanding in 2008 and 2007, respectively	1,000	1,000
Additional paid in capital	71,657	54,989
Treasury stock	--	(133,061)
Retained earnings	1,841,434	1,665,460
Total shareholders' equity	1,914,091	1,588,388
Total liability and shareholders' equity	$ 6,574,068	$ 8,956,405

RJN GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

YEAR ENDED FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

	2008	2007
Income:		
Revenue - services and sales	$ 20,176,144	$ 21,219,409
Expenses:		
Direct labor	4,298,803	4,571,824
Other direct costs	5,292,344	6,269,251
Indirect costs	5,564,291	5,589,780
General and administrative expenses	3,911,365	3,252,674
Total expenses	19,066,803	19,683,529
Income (loss) from operations	1,109,341	1,535,880
Other income (expense):		
ESOP contribution	(422,602)	(166,413)
Gain (loss) on sale of fixed assets	(3,877)	12,270
Interest expense	(145,685)	(243,073)
Miscellaneous	7,159	10,729
Total other income (expense) - net	(565,005)	(386,487)
Income (loss) before provision for income taxes	544,336	1,149,393
Provision for income tax (benefit) (Note 6)	235,301	516,453
Net income (loss)	309,035	632,940
Retained earnings:		
Beginning of year	1,665,460	1,032,520
Retirement of treasury stock	(133,061)	--
End of year	$ 1,841,434	$ 1,665,460

See accompanying notes to financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

	2008	2007
Cash flows from operating activities:		
Net income (loss)	$ 309,035	$ 632,940
Charges (credits) to income not requiring (providing) cash:		
Depreciation and amortization	744,713	657,243
Net (gain) loss on disposition of fixed assets	3,877	(12,270)
Changes in assets and liabilities:		
Accounts receivable	1,893,636	(602,243)
Costs and estimated earnings in excess of billings	72,248	(35,060)
Prepaid expenses	6,391	(131,931)
Deposits	(3,734)	(208)
Deferred income tax asset	555,500	275,900
Accounts payable	(349,260)	129,003
Billings in excess of costs and estimated earnings	(779,107)	343,515
Deferred income taxes	(365,500)	229,000
Accrued expenses	56,611	(133,434)
Total adjustments	1,835,375	719,515
Net cash used in operating activities	$ 2,144,410	$ 1,352,455

See accompanying notes to financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

	2008	2007
Cash flows from investing activities:		
Additions to fixed assets	$ (572,528)	$ (1,743,774)
Purchase of treasury stock	--	(31,533)
Sale of stock	16,668	71,312
Proceeds from the disposal of fixed assets	--	31,861
Net cash (used in) investing activities	(555,860)	(1,672,134)
Cash flows from financing activities:		
(Payments) on notes payable	(370,520)	(597,426)
Proceeds from notes payable	--	950,927
Lines of credit advances (payments) – net	(591,374)	450,962
Net cash provided by financing activities	(961,894)	804,463
Increase (decrease) in cash and cash equivalents	626,656	484,784
Cash and cash equivalents:		
Beginning of year	(308,890)	(793,674)
End of year	$ 317,766	$ (308,890)
Supplemental cash flow information:		
Cash paid during the year for:		
Interest	$ 151,880	$ 239,896
Income taxes	$ 35,112	$ --

See accompanying notes to financial statements.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 1. Summary of Significant Accounting Policies

a. Organization and Description of Business

The Company's principal business involves engineering, surveying and related computer applications. The Company's customers consist of government agencies and private industry. Sales are obtained throughout North America with substantially all sales being credit sales. Since most revenues are subject to contractual arrangements, progress billings are utilized in many cases.

b. Revenue and Cost Recognition

The Company follows the percentage of completion method for recognizing revenues from fixed price contracts based on costs incurred to date compared to estimated costs for each uncompleted contract. Costs of contracts include direct materials and equipment, direct labor, subcontractors and other project related costs. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset "Costs and estimated earnings in excess of billings on contracts in progress" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on contracts in progress" represents billings in excess of revenues recognized.

c. Fixed Assets

Fixed assets are recorded at cost. Major additions are capitalized while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently.

Assets are depreciated using accelerated methods over the lives of the assets. The estimated lives of the assets are as follow:

Building and improvements	31- 1/2 years
Office furniture and equipment	5 - 10 years
Computers and software	3 - 10 years
Transportation equipment	5 years

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 1. Summary of Significant Accounting Policies (continued)

d. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

e. Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through acquisition. During the year ended January 27, 2006, the Company acquired selected assets of the surveying division of a company, resulting in goodwill of $16,563. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, goodwill is not subject to amortization but is tested annually for impairment.

Note 2. Fixed Assets

Fixed assets at February 1, 2008 and February 2, 2007 were as follows:

	2008	2007
Buildings and improvements	$ 347,263	$ 327,283
Office furniture and equipment	1,448,612	1,469,440
Field equipment	2,415,202	2,192,265
Computers and software	1,559,713	1,321,130
Transportation equipment	383,053	405,395
Total	6,153,843	5,715,513
Less accumulated depreciation	3,468,502	2,854,110
Net fixed assets	$ 2,685,341	$ 2,861,403

Depreciation expense for the years ended February 1, 2008 and February 2, 2007 was $744,713 and $657,243 respectively.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 3. Retirement Plans

RJN Group, Inc. has a 401(k) Plan to provide benefits to eligible participants. Employer and employee contributions to the plan are voluntary, subject to the Internal Revenue Service regulations governing maximum contributions. The Plan is a defined contribution plan and, as such, is not subject to minimum funding standards. Currently, all employees of the Company are eligible to participate upon meeting plan service requirements. Contributions to the 401(k) Plan totaled $110,409 and $97,016 during the years ended February 1, 2008 and February 2, 2007 respectively.

The Company established an Employee Stock Ownership Plan (ESOP) by amending the former Profit Sharing Plan and Trust. The ESOP Plan authorized the Trust to purchase 66,942 shares of the Company's outstanding common stock from a former shareholder. To fund this transaction the Company borrowed $3,000,000 from a bank payable in equal quarterly installments through June 1, 2002 (Note 5). The Company loaned this amount plus an additional $956,559 to the ESOP. The terms of the amended loan to the ESOP are the same as the bank loan terms, with the remaining $956,559 payable in quarterly payments due June 1, 2004. During 1995 the ESOP purchased 66,942 shares of stock at an average cost of $59.10 per share. At February 2, 2007 the ESOP held 64,821 shares of allocated stock. Although no shares of stock were redeemed in the current year, the Company redeemed 2,121 shares of stock from the ESOP in prior years.

Contributions to the ESOP during the years ended February 1, 2008 and February 2, 2007 totaled $422,602 and $166,413.

Note 4. Line of Credit

The Company has a line of credit with a maximum availability up to $3,400,000 at a variable interest rate of 2.25% above LIBOR. The line is secured by the assets of the Company and expires on August 31, 2008. The outstanding balance at February 1, 2008 was $1,497,169.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 5. Notes Payable

Notes payable at February 1, 2008 and February 2, 2007 are as follows:

	2008	2007
Equipment loan with quarterly payments of $177,000 plus interest at 2.25% above LIBOR, secured by all assets of the Company, due July, 2007	$ --	$ 344,427
Ten auto loans with monthly payments ranging from $275 to $779 which includes interest ranging from 0% to 7.45%	91,919	137,843
Capitalized leases for purchase of equipment with monthly payments ranging from $134 to $2,718 which includes interest ranging from 7% to 16%	80,364	60,533
Total notes payable	172,283	542,803
Less current portion of notes payable	105,638	435,477
Notes payable - net of current portion	$ 66,645	$ 107,326

Principal payments on notes payable are as follows:

Year ending January 31,	
2009	$ 105,638
2010	47,028
2011	13,900
2012	5,717
Total	$ 172,283

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 6. Income Taxes

The provision for income tax consists of the following:

	2008	2007
Current expense	$ 45,301	$ 11,553
Deferred expense (benefit)	190,000	504,900
Provision for income tax	$ 235,301	$ 516,453

Deferred income taxes result from temporary differences which arise as a result of differences between the amounts of reported assets and liabilities in the financial statements and their tax basis. For tax purposes, the Company reports on the cash basis.

The Company's total deferred tax assets and deferred tax liabilities at February 1, 2008 and February 2, 2007 are as follows:

	2008	2007
Deferred tax asset - noncurrent	$ 95,500	$ 651,000
Less valuation allowance	--	--
Net deferred tax asset	$ 95,500	$ 651,000
Deferred tax liability – current	$ 878,000	$ 1,663,000
Deferred tax asset – current	545,500	965,000
Net deferred tax liability	$ 332,500	$ 698,000

For tax return purposes, the Company has approximately $842,000 of net operating loss carryforwards as of February 1, 2008, which expire in the years 2013 through 2028. The Company also has a charitable contribution carryforward of approximately $10,000 which will expire in the years 2008 through 2013.

RJN GROUP, INC.

NOTES TO FINANCIAL STATEMENTS

FEBRUARY 1, 2008 AND FEBRUARY 2, 2007

Note 7. Operating Leases

The Company has entered into various leasing arrangements for office and storage space, automobiles, and equipment. Operating lease expense for the years ended February 1, 2008 and February 2, 2007 amounted to $697,587 and $669,653 respectively, including $159,000 to an entity related through ownership. A significant portion of this lease expense is related to office and storage space and equipment under lease terms of less than on year.

The following is a summary by years of future minimum rental payments required under operating leases that have remaining noncancelable lease terms in excess of one year at February 1, 2008:

Year ending January 31:		
2009	$	641,116
2010		504,557
2011		266,989
2012		158,537
2013		2,824

Note 8. Shareholders' Agreements

The shareholders of the Company are subject to an agreement which stipulated the terms under which the Company's shares can be sold, transferred or pledged. In the event of death or withdrawal from active employment with the Company, the shareholder must sell and the Company must redeem all of the withdrawing shareholder's stock. The redemption value of the stock and the pay-out periods vary based on the reason for termination.

RJN GROUP, INC.

REVIEWED FINANCIAL STATEMENTS
FOR THE YEAR ENDED FEBRUARY 2, 2007

RJN GROUP, INC.
REVIEWED FINANCIAL STATEMENTS
FEBRUARY 2, 2007

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DiGiovanni & McLaren Associates, P.C.
Certified Public Accountants and Consultants

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ACCOUNTANTS' REVIEW REPORT

RJN Group, Inc.
Wheaton, Illinois

We have reviewed the accompanying balance sheet of RJN Group, Inc. as of February 2, 2007 and January 27, 2006 and the related statements of income and retained earnings and of cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of RJN Group, Inc.

A review consists principally of inquires of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

DiGiovanni, McLaren & Associates PC

May 7, 2007

11220 South Harlem Avenue ■ Worth, Illinois 60482 ■ Voice: 708.448.0700 ■ Fax: 708.448.1700

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RJN GROUP, INC.

BALANCE SHEET

FEBRUARY 2, 2007 AND JANUARY 27, 2006

ASSETS	2007	2006
Current assets:		
Accounts receivable (net of allowance for doubtful accounts of $48,368 in 2007 and $25,000 in 2006)	$ 4,478,005	$ 3,875,762
Costs and estimated earnings in excess of billings on contracts in progress (Note 1b)	626,636	591,576
Prepaid expenses	286,421	154,490
Total current assets	5,391,062	4,621,828
Net fixed assets (Notes 1c and 2)	2,861,403	1,794,463
Other assets:		
Goodwill	16,563	16,563
Deposits	36,377	36,169
Deferred income taxes	651,000	926,900
Total other assets	703,940	979,632
Total assets	$ 8,956,405	$ 7,395,923

LIABILITIES AND SHAREHOLDERS' EQUITY	2007	2006
Current liabilities:		
Cash overdraft	$ 308,890	$ 793,674
Bank line of credit (Note 4)	2,088,543	1,637,581
Notes payable-current portion (Note 5)	435,477	84,522
Accounts payable	1,808,173	1,679,170
Billings in excess of costs and estimated earnings on contracts in progress (Note 1b)	1,279,472	935,957
Deferred income taxes (Note 6)	698,000	469,000
Accrued income taxes	12,449	--
Accrued salaries	315,898	433,781
Accrued vacation	313,789	341,789
Total current liabilities	7,260,691	6,375,474
Long-term notes payable – net of current portion (Note 5)	107,326	104,780
Total liabilities	7,368,017	6,480,254
Shareholders' equity:		
Common stock - no par value, 100,000 shares authorized, 94,617 shares issued, 93,508 and 92,382 outstanding in 2007 and 2006, respectively	1,000	1,000
Additional paid in capital	54,989	54,989
Treasury stock	(133,061)	(172,840)
Retained earnings	1,665,460	1,032,520
Total shareholders' equity	1,588,388	915,669
Total liability and shareholders' equity	$ 8,956,405	$ 7,395,923

See Accountants' Review Report.
See accompanying notes to reviewed financial statements.

RJN GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

YEAR ENDED FEBRUARY 2, 2007 AND JANUARY 27, 2006

	2007	2006
Income:		
Revenue - services and sales	$ 21,219,409	$ 17,766,815
Expenses:		
Direct labor	4,571,824	3,903,127
Other direct costs	6,269,251	6,971,136
Indirect costs	5,589,780	4,336,569
General and administrative expenses	3,252,674	3,066,281
Total expenses	19,683,529	18,277,113
Income (loss) from operations	1,535,880	(510,298)
Other income (expense):		
ESOP contribution	(166,413)	(158,477)
Gain (loss) on sale of fixed assets	12,270	--
Interest expense	(243,073)	(129,070)
Miscellaneous	10,729	13,041
Total other income (expense) - net	(386,487)	(274,506)
Income (loss) before provision for income taxes	1,149,393	(784,804)
Provision for income tax (benefit) (Note 6)	516,453	(266,700)
Net income (loss)	632,940	(518,104)
Retained earnings:		
Beginning of year	1,032,520	1,550,624
End of year	$ 1,665,460	$ 1,032,520

See Accountants' Review Report.
See accompanying notes to reviewed financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED FEBRUARY 2, 2007 AND JANUARY 27, 2006

	2007	2006
Cash flows from operating activities:		
Net income (loss)	$ 632,940	$ (518,104)
Charges (credits) to income not requiring (providing) cash:		
Depreciation and amortization	657,243	388,203
Net (gain) loss on disposition of fixed assets	(12,270)	--
Changes in assets and liabilities:		
Accounts receivable	(602,243)	(526,553)
Costs and estimated earnings in excess of billings	(35,060)	589,175
Prepaid expenses	(131,931)	32,939
Deposits	(208)	(9,811)
Deferred income tax asset	275,900	72,300
Accounts payable	129,003	(120,012)
Billings in excess of costs and estimated earnings	343,515	520,834
Deferred income taxes	229,000	(339,000)
Accrued expenses	(133,434)	111,635
Total adjustments	719,515	719,710
Net cash used in operating activities	1,352,455	201,606

See Accountants' Review Report.
See accompanying notes to reviewed financial statements.

RJN GROUP, INC.

STATEMENT OF CASH FLOWS

YEAR ENDED FEBRUARY 2, 2007 AND JANUARY 27, 2006

	2007	2006
Cash flows from investing activities:		
Additions to fixed assets	$ (1,743,774)	$ (869,093)
Purchase of goodwill	--	(16,563)
Purchase of treasury stock	(31,533)	(8,345)
Sale of stock	71,312	--
Proceeds from the disposal of fixed assets	31,861	--
Net cash (used in) investing activities	(1,672,134)	(894,001)
Cash flows from financing activities:		
(Payments) on notes payable	(597,426)	(533,888)
Proceeds from notes payable	950,927	98,412
Lines of credit advances (payments) – net	450,962	381,939
Unissued ESOP shares	--	--
Net cash provided by financing activities	804,463	(53,537)
Increase (decrease) in cash and cash equivalents	484,784	(745,932)
Cash and cash equivalents:		
Beginning of year	(793,674)	(47,742)
End of year	$ (308,890)	$ (793,674)
Supplemental cash flow information:		
Cash paid during the year for:		
Interest	$ 239,896	$ 130,471
Income taxes	$ --	$ --

See Accountants' Review Report.
See accompanying notes to reviewed financial statements.

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 1. Summary of Significant Accounting Policies

a. Organization and Description of Business

The Company's principal business involves engineering, surveying and related computer applications. The Company's customers consist of government agencies and private industry. Sales are obtained throughout North America with substantially all sales being credit sales. Since most revenues are subject to contractual arrangements, progress billings are utilized in many cases.

b. Revenue and Cost Recognition

The Company follows the percentage of completion method for recognizing revenues from fixed price contracts based on costs incurred to date compared to estimated costs for each uncompleted contract. Costs of contracts include direct materials and equipment, direct labor, subcontractors and other project related costs. Changes in job performance, job conditions and estimated profitability, including those arising from final contract settlements, may result in revisions to costs and income and are recognized in the period in which the revisions are determined.

The asset "Costs and estimated earnings in excess of billings on contracts in progress" represents revenues recognized in excess of amounts billed. The liability "Billings in excess of costs and estimated earnings on contracts in progress" represents billings in excess of revenues recognized.

c. Fixed Assets

Fixed assets are recorded at cost. Major additions are capitalized while replacements, maintenance and repairs which do not improve or extend the lives of the respective assets are expensed currently.

Assets are depreciated using accelerated methods over the lives of the assets. The estimated lives of the assets are as follow:

Building and improvements	31- 1/2 years
Office furniture and equipment	5 - 10 years
Computers and software	3 - 10 years
Transportation equipment	5 years

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 1. Summary of Significant Accounting Policies (continued)

d. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

e. Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through acquisition. During the year ended January 27, 2006, the Company acquired selected assets of the surveying division of a company, resulting in goodwill of $16,563. In accordance with Statement of Financial Accounting Standards ("SFAS") No. 142, goodwill is not subject to amortization but is tested annually for impairment.

Note 2. Fixed Assets

Fixed assets at February 2, 2007 and January 27, 2006 were as follows:

	2007	2006
Buildings and improvements	$ 327,283	$ 323,069
Office furniture and equipment	3,661,705	2,231,121
Computers and software	1,321,130	1,067,245
Transportation equipment	405,395	416,060
Total	5,715,513	4,037,495
Less accumulated depreciation	2,854,110	2,243,032
Net fixed assets	$ 2,861,403	$ 1,794,463

Depreciation expense for the years ended February 2, 2007 and January 27, 2006 was $657,243 and $388,203 respectively.

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 3. Retirement Plans

RJN Group, Inc. has a 401(k) Plan to provide benefits to eligible participants. Employer and employee contributions to the plan are voluntary, subject to the Internal Revenue Service regulations governing maximum contributions. The Plan is a defined contribution plan and, as such, is not subject to minimum funding standards. Currently, all employees of the Company are eligible to participate upon meeting plan service requirements. Contributions to the 401(k) Plan totaled $97,016 and $94,001 during the years ended February 2, 2007 and January 27, 2006 respectively.

The Company established an Employee Stock Ownership Plan (ESOP) by amending the former Profit Sharing Plan and Trust. The ESOP Plan authorized the Trust to purchase 66,942 shares of the Company's outstanding common stock from a former shareholder. To fund this transaction the Company borrowed $3,000,000 from a bank payable in equal quarterly installments through June 1, 2002 (Note 5). The Company loaned this amount plus an additional $956,559 to the ESOP. The terms of the amended loan to the ESOP are the same as the bank loan terms, with the remaining $956,559 payable in quarterly payments due June 1, 2004. During 1995 the ESOP purchased 66,942 shares of stock at an average cost of $59.10 per share. At January 28, 2005 and 2006 the ESOP held 64,821 shares of allocated stock. Although no shares of stock were redeemed in the current year, the Company redeemed 2,121 shares of stock from the ESOP in prior years.

Contributions to the ESOP during the years ended February 2, 2007 and January 27, 2006 totaled $166,413 and $158,477.

Note 4. Line of Credit

The Company has a line of credit with a maximum availability up to $3,400,000 at a variable interest rate of 2.25% above LIBOR. The line is secured by the assets of the Company and expires on August 31, 2007. The outstanding balance at February 2, 2007 was $2,088,543.

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 5. Notes Payable

Notes payable at February 2, 2007 and January 27, 2006 are as follows:

	2007	2006
Equipment loan with quarterly payments of $177,000 plus interest at 2.25% above LIBOR, secured by all assets of the Company, due July, 2007	$ 344,427	$ --
Thirteen auto loans with monthly payments ranging from $275 to $639 which includes interest ranging from 0% to 10%	137,843	168,789
Capitalized leases for purchase of equipment with monthly payments ranging from $134 to $2,718 which includes interest ranging from 7% to 16%	60,533	20,513
Total notes payable	542,803	189,302
Less current portion of notes payable	435,477	84,522
Notes payable - net of current portion	$ 107,326	$ 104,780

Principal payments on notes payable are as follows:

Year ending January 31,	
2008	$ 435,477
2009	72,180
2010	21,554
2011	7,933
2012	5,659
Total	$ 542,803

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 6. Income Taxes

The provision for income tax consists of the following:

	2007	2006
Current expense	$ 11,553	$ --
Deferred expense (benefit)	504,900	(266,700)
Provision for income tax	$ 516,453	$ (266,700)

Deferred income taxes result from temporary differences which arise as a result of differences between the amounts of reported assets and liabilities in the financial statements and their tax basis. For tax purposes, the Company reports on the cash basis.

The Company's total deferred tax assets, deferred tax liabilities, and deferred tax asset valuation allowances at February 2, 2007 and January 27, 2006 are as follows:

	2007	2006
Deferred tax asset - noncurrent	$ 651,000	$ 960,000
Less valuation allowance	--	(33,100)
Net deferred tax asset	$ 651,000	$ 926,900
Deferred tax liability – current	$ 1,663,000	$ 1,476,000
Deferred tax asset – current	965,000	1,007,000
Net deferred tax liability	$ 698,000	$ 469,000

For tax return purposes, the Company has approximately $1,895,000 of net operating loss carryforwards as of February 2, 2007, which expire in the years 2012 through 2027. The Company also has a charitable contribution carryforward of approximately $95,000 which will expire in the years 2007 through 2012.

RJN GROUP, INC.

NOTES TO REVIEWED FINANCIAL STATEMENTS

FEBRUARY 2, 2007 AND JANUARY 27, 2006

Note 7. Operating Leases

The Company has entered into various leasing arrangements for office and storage space, automobiles, and equipment. Operating lease expense for the years ended February 2, 2007 and January 27, 2006 amounted to $669,653 and $595,342 respectively, including $154,000 to an entity related through ownership. A significant portion of this lease expense is related to office and storage space and equipment under lease terms of less than on year.

The following is a summary by years of future minimum rental payments required under operating leases that have remaining noncancelable lease terms in excess of one year at February 2, 2007:

Year ending January 31:		
2008	$	557,826
2009		513,674
2010		373,377
2011		185,934
2012		146,880

Note 8. Shareholders' Agreements

The shareholders of the Company are subject to an agreement which stipulated the terms under which the Company's shares can be sold, transferred or pledged. In the event of death or withdrawal from active employment with the Company, the shareholder must sell and the Company must redeem all of the withdrawing shareholder's stock. The redemption value of the stock and the pay-out periods vary based on the reason for termination.

12.3 14-0204 MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX

RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing an extension for an additional year of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2015; and authorizing the City Manager take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

City of Stockton

Legislation Details (With Text)

File #:	14-0204 Version: 1		
Type:	Consent	Status:	Agenda Ready
File created:	2/5/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX RECOMMENDATION It is recommended that the City Council adopt a motion approving and authorizing an extension for an additional year of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2015; and authorizing the City Manager take appropriate actions to carry out the purpose and intent of the motion.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Attachment A - Oak Park Tennis Complex Amendment		

Date	Ver.	Action By	Action	Result

MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX

RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing an extension for an additional year of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2015; and authorizing the City Manager take appropriate actions to carry out the purpose and intent of the motion.

SUMMARY

Oak Park Tennis Complex is located at 3514 North Sutter Street, within Oak Park, a 61-acre multi-use park property. Peter Juarez historically and currently operates the Oak Park Tennis Complex. The current five year agreement, authorized by City Council on April 21, 2009 (Resolution No. 09-0708) is due to expire on March 31, 2014. The Tennis Complex is operating well under the current agreement. Staff recommends extending the current operating agreement for one additional year (Attachment A). The exclusive operating agreement provides the community with tennis related activities for which the City receives the greater of two revenue options: $650 a month or a percentage of the sales.

DISCUSSION

Background

The Oak Park Tennis Complex is comprised of eleven (11) night lighted tennis courts, a practice court area, a full size pro shop, restrooms, and lounge. Two clubs sanctioned by Community Services operate at this complex: Stockton Tennis Club and the Oak Park Women's Tennis Club. The following activities, events, and programs are provided: lessons, tennis development programs, court rentals, pro shop sales, tournaments, a junior tennis program, various Northern California Tennis Association or United States Tennis Association league programs, and other special events.

The City directly operated the tennis complex until 1987 when the City began contracting out the operations of the facility. Three different individuals operated the complex varying contract periods from 1987 until 1998. On October 27, 1998, the City Council authorized the agreement with Peter Juarez to operate the facility (Resolution 98-0433). On September 23, 2003, the City Council adopted Resolution No. 03-0564 authorizing the solicitation of proposals for the operation of the Oak Park Tennis Complex. On February 29, 2004, a proposal was received from Peter Juarez, the only person to respond to the proposal. Being the only one to respond, and because of his previous experience operating the Oak Park Tennis Complex, staff did not convene the selection committee process; instead staff met with Mr. Juarez to negotiate an agreement.

On July 12, 2005, the City took over the operation of the Oak Park Tennis Complex and entered into an agreement with Mr. Juarez to provide tennis instruction only (Resolution No. 05-0291). On September 26, 2006, the City Council entered into another one-year agreement with Peter Juarez for tennis instruction only (Resolution No. 06-0483) with the option to renew for three additional one-year terms.

Due to staff and budget reductions, the City Council awarded a three-year contract with the two (2) one-year renewals (Resolution No. 09-0708) to Peter Juarez on April 21, 2009, for the operation of the Oak Park Tennis Complex. Mr. Juarez requested and was granted the two (2) options to extend the agreement through March 31, 2014.

Present Situation

The current relationship is an exclusive operating agreement which requires specific activities to occur at the facility. The operator reports monthly on both tennis activities and daily revenue generation from those activities. The City maintains rights to audit and review records for five years. In addition to tennis operations, Mr. Juarez supervises the operation and maintenance of these facilities. As the operator, he is responsible for day to day maintenance and janitorial activities while the City is responsible for maintenance of the courts, capital improvements, fencing, gates, bleacher seats, plumbing, electrical systems, sidewalks, landscaping, trash removal and security systems. The City pays for electricity, gas, telephone, internet, and water. Because the operator controls utility usage, staff meets quarterly to review utility usage.

The current operator is performing well, and the community would benefit from a one year extension of the agreement.

Public Notice

The City Charter requires the publication of a notice to lease City property. “A Notice of Intent to Lease City Property” has been published at least 10 days prior to City Council Action.

FINANCIAL SUMMARY

Mr. Juarez will continue to pay the City a monthly rental fee of $650 or a percentage of gross sales after sales tax, rentals, and instruction revenue, whichever is greater, for the Oak Park Tennis Complex as follows:

- 25% of all receipts for all court sales
- 10% or all group and private lessons
- 4% of all Professional Shop sales receipts

Utilizing a licensed tennis professional to operate the facility is anticipated to generate approximately $12,000 in revenue for the City. The City will continue to pay facility maintenance and utility costs, appropriations for which are included in the 2013-14 Adopted Budget for the 044 Community Services - Recreation Fund.

Attachment A - Second Amendment to Agreement for Operation of the Oak Park Tennis Complex

SECOND AMENDMENT TO AGREEMENT
FOR THE OPERATION OF THE
OAK PARK TENNIS COMPLEX

THIS SECOND AMENDMENT to the Agreement between the City of Stockton (City) and Peter Juarez (Professional) is made _____ and amends the Agreement between the parties dated April 21, 2009.

Recitals

City and Professional entered into an Agreement by which Professional agreed to operate the Oak Park Tennis Complex.

The term of that Agreement, as described in Section 1 of the Agreement, granted the Professional the exclusive right and privilege to operate the Complex from April 1, 2009 to March 31, 2012. The Agreement also provided the Professional two (2), one (1) year options to renew the Agreement.

City is amending this portion of the agreement to grant one (1) additional year of operation to the Professional. This additional year will allow the Agreement to terminate on March 31, 2015.

NOW, THEREFORE, in consideration of the mutual promises expressed below, the parties agree as follows:

1. Section 1 of the Agreement (Term) is amended to read as follows:

"CITY hereby grants to PROFESSIONAL the exclusive right and privilege to operate the COMPLEX for a three (3) year period commencing on April 1, 2009, and terminating on March 31, 2012. PROFESSIONAL shall have three (3), one (1) year options to renew the contract. The option to renew shall be made by written request of PROFESSIONAL ninety (90) days prior to the expiration of the Agreement and is subject to CITY's acceptance that PROFESSIONAL's performance is satisfactory and determines that renewal will be in the best interest of the CITY."

2. This amendment will go into effect _____.

3. In all other respects, the terms and conditions of the Agreement are to continue in full force and effect.

ATTEST:

_____
BONNIE PAIGE
City Clerk of the City of Stockton

CITY OF STOCKTON:

BY: _____
KURT WILSON
City Manager

APPROVED AS TO FORM:

JOHN M. LEUBBERKE
City Attorney

BY: _____

PROFESSIONAL

BY: _____
PETER JUAREZ

DRAFT

12.4 14-0210 RENTAL AGREEMENT FOR GOLF CARS WITH YAMAHA MOTOR CORPORATION, USA

RECOMMENDATION

It is recommended that the City Council authorize by motion Kemper Sports Management, Inc. to execute a two-year rental agreement with YAMAHA Golf-Car Company for one-hundred and five (105) 2009 YAMAHA "The Drive" electric golf cars, for $50 per car, per month, and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

City of Stockton

Legislation Details (With Text)

File #:	14-0210 Version: 1		
Type:	Consent	Status:	Agenda Ready
File created:	2/5/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	RENTAL AGREEMENT FOR GOLF CARS WITH YAMAHA MOTOR CORPORATION, USA RECOMMENDATION It is recommended that the City Council authorize by motion Kemper Sports Management, Inc. to execute a two-year rental agreement with YAMAHA Golf-Car Company for one-hundred and five (105) 2009 YAMAHA "The Drive" electric golf cars, for $50 per car, per month, and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the motion.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Attachment A - Agreement with Yamaha Golf-Car Compnay (Van Buskirk Golf Course) Attachment B - Agreement with Yamaha Golf-Car Company (Swenson Golf Course)		

Date	Ver.	Action By	Action	Result

RENTAL AGREEMENT FOR GOLF CARS WITH YAMAHA MOTOR CORPORATION, USA

RECOMMENDATION

It is recommended that the City Council authorize by motion Kemper Sports Management, Inc. to execute a two-year rental agreement with YAMAHA Golf-Car Company for one-hundred and five (105) 2009 YAMAHA "The Drive" electric golf cars, for $50 per car, per month, and authorize the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

SUMMARY

The City of Stockton Municipal Golf Courses are managed and operated by Kemper Sports Management, Inc. (KSM) in accordance with an agreement entered into on June 21, 2011 (Resolution No 11-0153). The agreement allows KSM to negotiate, and enter into contracts as it deems necessary, in the name of the golf courses. Contract provisions require written consent of the City for any contract that exceeds $25,000 in total payments or which has a term of over one year.

Prior to its contract with KSM, the City, as is customary in the golf industry, entered into operating lease agreements for golf cars. Renewal of those agreements is required, and KSM has arranged renewals suitable to the City's present situation. The new rent agreement affords a shorter contract term, and allows for early termination by the City with 90 days advance notice. While slightly higher, KSM feels the new agreement per car, per month price is reasonable, and requests the agreement

be authorized.

DISCUSSION

Background

Championship size golf courses, such as Swenson and Van Buskirk Municipal Golf Courses, typically offer golf cars for individual and tournament use. Several companies sell or lease golf cars to private and public courses under varying terms. In contrast to purchasing assets outright, an operating lease allows a course to offer golfers an attractive, functional, reliable fleet of cars that require minimal or no mechanical maintenance efforts by in-house staff. Disposition and significant maintenance responsibilities are retained by a subsidiary of the manufacturer that is familiar with, and has access to, nationwide surplus markets, resulting in an overall more efficient process for the lessee.

Swenson and Van Buskirk golf courses have inventories of 60 and 45 golf cars, respectively, subject to two separate 48-month lease agreements, entered into with Yamaha Motor Corp., in different months in 2009, both for a cost of $45.87 per car, per month. Yamaha extended the terms of the earlier expiring lease until December, 2013, in order to align the agreement expiration dates for both courses.

With the advent of the City's change in financial condition, the negotiation process for renewal extended beyond the December termination date. On February 3, 2014, KSM reviewed, approved, and forwarded to the City a rental agreement it received from Yamaha Golf-Car Company for the 105 golf cars currently on site at the courses. The new rental agreement allows for a shorter rental term, early termination with 90 days written notice, and replacement of each golf car battery. In consideration for the more flexible terms, the per car, per month rental price will increase 9% from $45.87 to $50.00, and the courses will be responsible for any repairs and maintenance during the rental term, whereas in the original lease, the courses paid for wear and repair over and above what the lessor classified as "normal." The cars, being in very good overall condition, are not expected to require any material repair or maintenance level of effort. Any repair and maintenance expenses are expected to be minimal.

According to the KSM financial report for the year ended June 30, 2013, golf car revenue represents 21% of total revenue, and has a contribution margin of $197,000. Golf cars, therefore, play a significant role in the financial performance of a course in a highly saturated market, and often times make up for discounted round pricing, and allow a course to retain its market share.

Present Situation

The City of Stockton has engaged in a golf industry standard practice of leasing golf cars it offers to players and tournament organizers to use on course. In 2009, the City entered into lease agreements with YAMAHA Motor Corporation, USA, to provide golf cars for the Swenson and Van Buskirk Municipal golf courses. In 2011, the City contracted with Kemper Sports Management, Inc. to operate and maintain the municipal courses, and Kemper adopted the relationship with Yamaha. The lease agreements have expired, and given the circumstances that surround the City and specifically the golf course revenues, a more flexible golf car rental agreement was developed by KSM and Yamaha, and presented to the City for approval, in accordance with contract provisions.

The City relies on KSM's nationwide experience in the golf course management industry, has

conferred with KSM during its search for options and in its negotiation process, is confident the terms and pricing of the 2 year, Yamaha Golf-Car Rental Agreement are satisfactory.

FINANCIAL SUMMARY

The 481 Golf Fund has received a subsidy from either the 044 Recreation Fund or the 010 General Fund since 2008. The level of General Fund subsidy to the Golf Fund is $450,000 in the 2013-14 Adopted Budget.

As an industry-wide standard cost, rent of 105 golf cars is included in the KSM operating budget submitted to the City each fiscal year. The 2013-14 impact of a $4.13 per car, per month increase for the remaining five months of the fiscal year amounts to $2,168, which will not have a material impact on the 2013-14 golf subsidy. The new rental agreement costs will be taken into consideration in the development of the 2014-15 Golf Fund budget. The total annual cost of the cars at $50 per car per month is $63,000. This is an increase of $5,204 per year over the previous rate.

Attachment A - Agreement with Yamaha Golf-Car Company (Van Buskirk Golf Course)
Attachment B - Agreement with Yamaha Golf-Car Company (Swenson Golf Course)

YAMAHA

SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement (hereinafter this "Agreement") is entered into between YAMAHA GOLF-CAR COMPANY (hereinafter "YGC") and Customer as follows:

Customer Name	Van Buskirk Golf Course				Contact:	Tom Nelson			
Address:	1740 Houston Avenue				City,State,Zip:	Stockton, CA 95207			
Dealer #:	B. Jones 114770				Phone:	209-937-7357			
Quantity	Per Day	Per Month	Year	Make/Model		Rental Charge Per Unit/Per Month			$ 50.00
45	0.00	50.00	2009	Yam/YDRE			Total Per Charge Per Month		$ 2,250.00
0	0.00	0.00				Rental Charge Per Unit/Per Day			$ -
0	0.00	0.00					Total Per Charge Per Day		$ -
0	0.00	0.00					Tota	0	$ -
0	0.00	0.00				Rental Term.	Delivery Da	3/1/2014	
45	Total						Return Dat	3/1/2016	
Please list any accessories and special items needed below:							Freight	$ -	

Accessories/special items: Charger, New 12 Volt Batteries & Cables

2. PAYMENT

The daily/monthly rental for the Equipment delivered under this Agreement (hereinafter, together with any Optional Equipment delivered under this Agreement and any attachments, accessories and parts, the "equipment"), as more specifically identified in Exhibit "A", $50.00 per car monthly to be paid within 30 days of invoice date.
All applicable sales taxes will be calculated and presented to Customer on each YGC invoice.
A delivery charge of: $0.00 shall be added to the first invoice

3. RISK OF LOSS OR INJURY

a) Effective upon delivery of the Equipment, and until the Equipment is returned to Yamaha as provided herein, Customer relieves Yamaha of responsibility for all risk of physical damage, loss or destruction of the Equipment, howsoever caused. During the continuance of this Agreement. Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name Yamaha as additional insured and as loss payee. The amount of the casualty insurance shall be the full replacement value of the Equipment, and the amount of public liability insurance shall be no less than $1,000,000 combined single limit. Customer hereby indemnifies Yamaha, against any and all claims, costs, expenses, damages, losses, and liabilities (including negligence and strict liability) arising out of or in any manner connected with the renting, operation, control or use of the Equipment including, without limitation, claims for injury to or death of persons and for damage to property.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition.

(c) Upon delivery of the Equipment, Customer will inspect the equipment and notify Yamaha of any Equipment that is not in reasonably satisfactory condition. At Yamaha's option, any Equipment reasonably designated as unsatisfactory will be deleted from this Agreement with an appropriate adjustment. to rent or replaced by Yamaha with equipment which is reasonably satisfactory to Customer. YAMAHA DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL YAMAHA BE LIABLE FOR ANY LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

4. RETURN OF EQUIPMENT

At the end of this Agreement, the Equipment shall be inspected by an agent of Yamaha and a Condition Report Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay Yamaha its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse Yamaha for any excess wear and tear or other damage to the Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered.Normal wear and tear will not include:

(a) Tires which are damaged, gouged, or cut so as to be in an unsafe operating condition;
(b) Missing tire(s) or wheel(s), including spare if originally included;
(c) Bent, twisted, dented, dinged or gouged bumper(s).
(d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or accessories requiring any modifications for installation;
(e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the la maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

(a) Customer further agrees:
1. To ensure that all Equipment operators are at least 18 years of age;
2. To ensure that seating and loading capacity requirements are Followed;
3. To remove key from Equipment when not in use.
4. To be Liable for all repairs needed for Equipment

(b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.
(c) The headings of this Agreement of for convenience of reference only and shall not be used in the interpretation of this Agreement.
(d) Customer shall not sublease any of the Equipment except in the ordinary course of its business or assign any of its rights under this Agreement. Customer shall keep the Equipment at the location to which Yamaha delivers the Equipment.

(e) City Of Stockton has the option to Opt out of the Short Term Rental Agreement with a written 90 day notification due to the closure of course. _____

CUSTOMER		YAMAHA GOLF-CAR COMPANY	
BY:		BY:	Brian Jones
TITLE:		TITLE:	District Manager
DATE:		DATE:	2/4/2014

YAMAHA

SHORT-TERM/SPECIAL EVENTS RENTAL AGREEMENT

1. TERM

This short-term rental/special events agreement (hereinafter this "Agreement") is entered into between YAMAHA GOLF-CAR COMPANY (hereinafter "YGC") and Customer as follows:

Customer Name	Swenson Park Golf Course				Contact:	Tom Nelson			
Address:	6803 Alexandria Place				City,State,Zip:	Stockton, CA 95207			
Dealer #:	B. Jones, 114770				Phone:	209-937-7360			
Quantity	Per Day	Per Month	Year	Make/Model		Rental Charge Per Unit/Per Month			$ 50.00
60	0.00	50.00	2009	Yam/YDRE			Total Per Charge Per Month		$ 3,000.00
0	0.00	0.00				Rental Charge Per Unit/Per Day			$ -
0	0.00	0.00					Total Per Charge Per Day		$ -
0	0.00	0.00					Total	0	$ -
0	0.00	0.00				Rental Term.	Delivery Da	3/1/2014	
60	Total						Return Date	3/1/2016	
Please list any accessories and special items needed below:							Freight	$ -	

Accessories/special items: Charger, New 12 Volt Batteries & Cables

2. PAYMENT

The daily/monthly rental for the Equipment delivered under this Agreement (hereinafter, together with any Optional Equipment delivered under this Agreement and any attachments, accessories and parts, the "equipment"), as more specifically identified in Exhibit "A", is $50.00 per car monthly to be paid within 30 days of invoice date.
All applicable sales taxes will be calculated and presented to Customer on each YGC invoice.
A delivery charge of: $0.00 shall be added to the first invoice

3. RISK OF LOSS OR INJURY

a) Effective upon delivery of the Equipment, and until the Equipment is returned to Yamaha as provided herein, Customer relieves Yamaha of responsibility for all risk of physical damage, loss or destruction of the Equipment, howsoever caused. During the continuance of this Agreement. Customer shall, at its own expense, cause to be carried and maintained casualty insurance with respect to each item of Equipment and public liability insurance. All policies with respect to such insurance shall name Yamaha as additional insured and as loss payee. The amount of the casualty insurance shall be the full replacement value of the Equipment, and the amount of public liability insurance shall be no less than $1,000,000 combined single limit. Customer hereby indemnifies Yamaha, against any and all claims, costs, expenses, damages, losses, and liabilities (including negligence and strict liability) arising out of or in any manner connected with the renting, operation, control or use of the Equipment including, without limitation, claims for injury to or death of persons and for damage to property.

(b) Customer shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever. In the event of damage to Equipment, Customer shall immediately place the same in good repair and operating condition.

(c) Upon delivery of the Equipment, Customer will inspect the equipment and notify Yamaha of any Equipment that is not in reasonably satisfactory condition. At Yamaha's option, any Equipment reasonably designated as unsatisfactory will be deleted from this Agreement with an appropriate adjustment. to rent or replaced by Yamaha with equipment which is reasonably satisfactory to Customer. YAMAHA DISCLAIMS ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY AGAINST INFRINGEMENT. IN NO EVENT SHALL YAMAHA BE LIABLE FOR ANY LIABILITY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES.

4. RETURN OF EQUIPMENT

At the end of this Agreement, the Equipment shall be inspected by an agent of Yamaha and a Condition Report Report shall be completed by such agent to determine the condition of such Equipment. Customer agrees to pay Yamaha its full retail price for any Equipment not returned at the end of this Agreement. Further, Customer agrees to reimburse Yamaha for any excess wear and tear or other damage to the Equipment, including physical interior and exterior or mechanical wear and tear whether noted on the Condition Report or subsequently discovered.Normal wear and tear will not include:

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(b) Missing tire(s) or wheel(s), including spare if originally included;
(c) Bent, twisted, dented, dinged or gouged bumper(s).
(d) Any missing part(s) or accessory that was originally delivered with the Equipment or any components, either factory-installed or opti accessories requiring any modifications for installation;
(e) Any mechanical repairs on any components or suspension which may be required due to abuse, accident, negligence or the lack of maintenance, or any repairs required which are not considered "normal wear and tear."

5. MISCELLANEOUS TERMS

(a) Customer further agrees:
1. To ensure that all Equipment operators are at least 18 years of age;
2. To ensure that seating and loading capacity requirements are Followed;
3. To remove key from Equipment when not in use.
4. To be Liable for all repairs needed for Equipment

(b) In the event that any action or proceeding is brought to enforce any term or condition of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.
(c) The headings of this Agreement of for convenience of reference only and shall not be used in the interpretation of this Agreement.
(d) Customer shall not sublease any of the Equipment except in the ordinary course of its business or assign any of its rights under this Agreement. Customer shall keep the Equipment at the location to which Yamaha delivers the Equipment.
(e) ***City Of Stockton has the option to Opt out of the Short Term Rental Agreement with a written 90 day notification due to the closure of course.*** _____

CUSTOMER		YAMAHA GOLF-CAR COMPANY	
BY:		BY:	Brian Jones
TITLE:		TITLE:	District Manager
DATE:		DATE:	2/4/2014

12.5 14-0213 MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT WITH MASSMUTUAL FINANCIAL SERVICES AS THE CITY OF STOCKTON'S 457 AND 401(a) PLAN PROVIDER AND RECORD KEEPER, AND EXTEND THE ADMINISTRATIVE SERVICES AGREEMENTS WITH THE CURRENT PROVIDERS TO ALLOW TRANSITION OF ASSETS AND ACCOUNTS

RECOMMENDATION

It is recommended that the City Council authorize by motion the City Manager to execute an Administrative Services Agreement and all supporting documents with MassMutual Financial Services (MassMutual) as the Plan Provider and Record Keeper for the City of Stockton's Internal Revenue Code (IRC) Section 457 and 401(a) Deferred Compensation Plans effective April 1, 2014, with an initial term of five (5) years, and allow the City the right to extend the Administrative Services Agreement(s) for up to two (2) additional one-year periods. It is further recommended that the City Council authorize by motion the City Manager to amend the existing Administrative Services Agreements with MassMutual and the International City/County Management

Association-Retirement Corporation (ICMA-RC) for a period of up to 120 days to provide time to transition the ICMA-RC assets and accounts and finalize MassMutual's new Administrative Services Agreement and programs.

Department: Human Resources

City of Stockton

Legislation Details (With Text)

File #:	14-0213 **Version:** 1		
Type:	Consent	**Status:**	Agenda Ready
File created:	2/5/2014	**In control:**	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	**Final action:**	

Title: MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT WITH MASSMUTUAL FINANCIAL SERVICES AS THE CITY OF STOCKTON'S 457 AND 401(a) PLAN PROVIDER AND RECORD KEEPER, AND EXTEND THE ADMINISTRATIVE SERVICES AGREEMENTS WITH THE CURRENT PROVIDERS TO ALLOW TRANSITION OF ASSETS AND ACCOUNTS

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Sponsors:

Indexes:

Code sections:

Attachments: Attachment A - Amendement to the ASA MassMutual
Attachment B - Amendement to the ASA ICMA-RC
Attachment C - MassMutual Draft ASA

Date	Ver.	Action By	Action	Result

MOTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADMINISTRATIVE SERVICES AGREEMENT WITH MASSMUTUAL FINANCIAL SERVICES AS THE CITY OF STOCKTON'S 457 AND 401(a) PLAN PROVIDER AND RECORD KEEPER, AND EXTEND THE ADMINISTRATIVE SERVICES AGREEMENTS WITH THE CURRENT PROVIDERS TO ALLOW TRANSITION OF ASSETS AND ACCOUNTS

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SUMMARY

The City of Stockton offers two Section 457 Plans and one Section 401(a) Plan. One of the 457 Plans is a voluntary plan for full time employees. The second Section 457 Plan is a mandatory plan for part-time, seasonal, and temporary employees and serves as a mandated Social Security replacement plan for employees not eligible for enrollment in the California Public Employees Retirement System (CalPERS) due to the City not participating in Social Security. The 401(a) Plan exists for specifically contracted obligations that have been in place over various periods of time.

On November 19, 2013, Council adopted findings and authorized the issuance of a Request for Proposal (RFP) for Plan Provider and Record Keeping services for these plans. Human Resource staff worked with SST Benefits Consulting (SST) and a group of plan participants to complete the Request for Proposal (RFP) process. This selection committee recommends and staff concurs that the City Council award the Administrative Services Agreement for these services to MassMutual to act as the City of Stockton's 457 and 401(a) Plan Provider and Record Keeper. The proposed Administrative Services Agreement with MassMutual is for five (5) years, with an option for two (2) one-year extensions.

While MassMutual is one of the current providers of record keeping and administration services, the new service agreement has some change to fund mix, changes in service rates, and will require movement to a new data platform. ICMA-RC will no longer be a vendor, as they did not submit a timely proposal, so a complete transition of funds will be necessary. MassMutual's and ICMA-RC's current agreements terminate on March 31, 2014, which is during the projected transition period. This will require Administrative Services Agreement extensions with both current service providers. The transition period may require up to four (4) months, commencing immediately after the City Council's approval of MassMutual's Administrative Services Agreement.

DISCUSSION

Background

The City sponsors a voluntary employee funded retirement savings program through a Section 457 Plan for the full-time employees, a mandatory Section 457 Omnibus Reconciliation Act of 1990 Plan (OBRA) for the part-time, seasonal, and temporary employees, and a Section 401(a) Plan for specified individual(s)/groups. Each plan is held for the exclusive benefit of eligible participants and their beneficiaries.

In October 1972, Council adopted Resolution 30,047 providing for a deferred compensation Section 457 Plan for specific full-time employees of the City. In 1978, the ability to participate in the voluntary plan was opened to all bargaining units with the exception of safety employees. Participation in the Section 457 Plan was extended to the Fire Unit in 1981 and to the Police Unit in 1984. Currently, full-

time employees in all bargaining groups have the ability to participate in the voluntary full-time Section 457 Plan.

As of September 30, 2013, the City employs 1,297 full-time employees eligible for the Section 457 Deferred Compensation Plan, of which 938 employees are actively contributing. There are 1,465 total participant accounts (active and retired employees) that receive quarterly statements. The full-time 457 Plan has approximately $163,800,000 total assets as of September 30, 2013. Funds for this plan are managed by both MassMutual and ICMA-RC.

In July 1991, the City established a Section 457 OBRA Plan for all part-time, seasonal, and temporary employees, who are not eligible for enrollment in the City's CalPERS plan, to provide a

retirement plan alternative to Social Security, since the City does not participate in Social Security.

The Omnibus Reconciliation Act of 1990 (OBRA) introduced into law IRC Section 3121(b)(7)(f), which provided for an alternative to the Federal Insurance Contributions Act (F.I.C.A.), a Social Security tax. The City automatically reduces the eligible employees' wages each pay period by 7.5% and has this amount deferred under this plan. As a result, employees of a government entity may deposit money into a private retirement plan instead of Social Security, as defined in Section 457(h) of the Internal Revenue Code. There are 786 participants currently receiving a quarterly statement in the Section 457 OBRA Plan. The OBRA Plan has approximately $3,000,000 in total assets as of September 31, 2013. Currently, MassMutual is the sole fund manager and record keeper for this plan.

In July 2009, pursuant to the agreement extension between the City and the Fire Unit, the City established a 401(a) Plan as an investment vehicle in which members of the Fire Unit were permitted to convert ninety-six (96) hours of longevity vacation leave and credit it to a tax deferred 401(a) Plan. In addition to the 96-hours, a 1% benefit for the Fire Unit was paid by the City into the 401(a) Plan until July 2010, when the 1% benefit contribution was redirected by a 1% contribution to a Health Reimbursement Account (HRA). Since 2008, participation in the 401(a) Plan has been extended to the City Manager. There are 213 existing 401(a) accounts that require management and record keeping services. MassMutual is the sole fund manager for this plan.

Since the establishment of the 457 plans in 1972, the City has had a variety of providers for investments and record keeping services, such as Guaranty Savings, American Savings, Sacramento Savings, Stockton Savings, and the J & W Seligman Group. In 1983, ICMA-RC began providing investment and record keeping services for the City, and in 1990, the City added The Hartford as an investment and record keeping option to employees. The Hartford provided services until they were purchased by MassMutual in late 2012. MassMutual assumed the contractual obligations of The Hartford to serve as a co-plan provider and record keeper alongside ICMA-RC. As of September 31, 2013, MassMutual managed approximately 93% of employee assets ($152,600,000) and ICMA-RC managed approximately 7% of employee assets ($11,200,000).

The City historically has had a Deferred Compensation Liaison Committee which is made up of two representatives from each bargaining unit. This committee meets on an infrequent, but recurring basis to discuss the status of the plans. The committee assists in developing outreach strategies for promoting the voluntary savings plans to employees and has been instrumental to ensure the vitality of the plan. Representatives from this committee also participated on the RFP Selection Committee.

Present Situation

In accordance with the City Council's Strategic Initiatives, Human Resources has been re-bidding all long-standing benefit vendor contracts and agreements to ensure receipt of the best possible services at competitive market rates and excellence in customer service. As part of this process, the City retained the benefits consulting services of SST to work directly with the City to evaluate proposals and assist with final recommendations.

The RFP for the 457 and 401(a) plan administration and record keeping services was issued on November 21, 2013. The proposal process closed on December 19, 2013, and seven (7) proposals were received. Six proposals were accepted and one proposal was rejected due to untimely receipt. The following is a list of proposals received:

1. Great-West Life and Annuity Insurance Company
2. ING Life Insurance and Annuity Company
3. MassMutual Financial Group
4. Prudential Retirement Insurance and Annuity Company
5. TIAA-CREF Financial Services
6. Variable Annuity Life Insurance Company (VALIC)
7. Rejected: International City/County Management Association-Retirement Corporation (ICMA-RC)

A selection committee was formed that included one Deferred Compensation Liaison Committee member from each bargaining unit, the Deputy Director of Human Resources, the Benefits Supervising Human Resources Analyst, and the Human Resources Technician who performs daily work on the voluntary benefits plans. The Committee met on January 6, 2014, to review the proposals and to discuss primary criteria, which included:

- Investment Information and Fee Disclosure
- Proposed Mutual Fund Portfolio
- Record Keeping Services
- Education Services

Once the primary criteria was analyzed, the pool of candidates was narrowed to three finalists: ING, MassMutual, and VALIC. On January 9, 2014, the Selection Committee met to develop questions for the finalist interviews and to review the finalists' secondary criteria, which included:

- Support Services
- Special Services
- Transition Services and Support
- Legal Services
- Performance Standards and Guarantees
- References

On January 22, 2014, interviews were conducted with all three finalists. The Committee unanimously agreed to eliminate VALIC from consideration due to their lack of commitment on the interest rate for the general savings product and fees that were higher than the other two finalists.

Both MassMutual and ING were similarly matched on fees, record keeping services, and educational opportunities. After much deliberation, the Committee unanimously selected the incumbent, MassMutual, as the recommended vendor to provide administration and record keeping services in support of the City's Section 457 and Section 401(a) plans. MassMutual was found to be stronger on the basis of their higher Moody's rating for their Guaranteed Interest Account (GIA) investment product, their having a local downtown Stockton office convenient for employee face-to-face access, and minimal disruption to employees and retirees during transition.

As a result of the RFP process, MassMutual will be providing City employees with additional retirement planning services at a reduced administrative cost. The anticipated cost savings to the employees/retirees is significant. With the new investment portfolio structured on a "revenue equalization" basis whereby all participants pay the same flat percentage rate per investment option, the committee was able to offer the mutual fund investments at the lowest possible cost share class. Revenue equalization means that the administration/record keeping costs will be equal for all participants regardless of the fund choice(s) selected by the participant. Based upon $100 million in mutual fund assets, the collective fees participants pay will be reduced from approximately $900,000 to approximately $720,000, a fee reduction of $180,000 or 20% annually.

MassMutual is also offering their GIA with a first year minimum rate guarantee of 3.40%. The minimum crediting rate will reduce to 3.00% in year two, 2.50% in year three and remain at 2.00% in years four and five. In the expiring agreement with MassMutual, the GIA rate of return is 4%, which is unattainable in the current marketplace due to low interest rates issued by the Federal Reserve. Current interest rates are at a historically low level, and have been for an extended period of time. MassMutual's proposal provides for a smoothing of the guaranteed rate toward current market levels. During the base period of this agreement, the rate of return will still, however, remain above current market interest levels. Should interest rates improve over the period of this agreement, the minimum crediting rate of the GIA will be increased above the minimum guaranteed rate.

If approved by Council, a transition process will begin immediately, which is expected to be concluded by July 1, 2014. During the transition period, all parties, including the City, ICMA-RC, MassMutual, and SST, will exchange data test files, prepare participant communications, and hold participant meetings describing MassMutual's new programs, products, and services. Transition time is essential to ensure that all ICMA-RC's participant files and assets are moved accurately to MassMutual.

Attached are two (2) amendments extending the termination dates and terms of the current Agreements with MassMutual and ICMA-RC (Attachment A and Attachment B, respectively). These amendments will extend the agreement terms with both vendors while the accounts and assets from ICMA-RC are transitioned to MassMutual, plus allow for MassMutual to establish its new programs and submit a final agreement. Also attached is the draft agreement with MassMutual (Attachment C).

FINANCIAL SUMMARY

There is no administrative cost to the City associated with the Section 457 and Section 401(a) Plans. Each Section 457 Plan is a retirement savings program fully funded by the participants. The Section 401(a) Plan is an employee/employer funded Plan, with City contributions determined by employment contract or, if applicable, labor agreements.

Historically and also required as part of the current Deferred Compensation RFP process, MassMutual will be required to provide an administrative expense reimbursement allowance. Starting with this new agreement, this amount will be $102,300/year to the City, which will continue for the life of the agreement. The expense reimbursement will be adjusted annually for inflation based on the Consumer Price Index (CPI). This allowance will be used to reimburse the City for the day-to-day administrative costs involved in the operation of these plans, which includes administrative personnel salaries, continuing education for staff and participants, professional memberships, and a reserve for consulting services, legal services, and an external audit. This yearly allowance is credited into the Deferred Compensation Administration special fund account number 642-0288-379.

The cost of $29,950 for the RFP consulting services was approved by Council on November 19, 2013. This cost was fully funded from the administrative expense reimbursement provided to the City over the past five (5) years, and was held in the Deferred Compensation Administration account number 642-0288-510 for this specific expenditure.

Although the cost savings in administrative fees are significant, these savings will accrue to the employees and retirees participating in the plans.

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT FOR CITY OF STOCKTON RETIREMENT PLANS

This Amendment to certain Administrative Services Agreements between the Hartford Life Insurance Company ("Hartford Life"), acting through its agent, attorney-in-fact, and administrator, Massachusetts Mutual Life Insurance Company ("MassMutual"), and the City of Stockton ("City") is effective as of April 1, 2014. The Administrative Services Agreements amended hereby are collectively referred to herein as the "Agreement"; and relate to the City of Stockton 457(b) Deferred Compensation Plan, the City of Stockton 401(a) Plan, and the City of Stockton OBRA Plan (hereinafter collectively referred to as the "Plans"). Each of the agreements were entered into in or around March, 2009, and deal with recordkeeping and administrative services for the Plans, including the investment arrangements issued by Hartford Life (i.e., Funding Agreement Contracts GC-150020, GC-150573 and GC-150022) in relation to the Plans.

RECITALS

Hartford Life and the City entered into an Administrative Services Agreement for each of the City of Stockton retirement plans referenced above with an effective date of April 1, 2009 ("Agreement") pursuant to which Hartford Life agreed to facilitate the maintenance of individual accounts and the administration of the Plans with respect to those investment options offered by Hartford Life under the investment arrangements offered by Hartford Life to participants of each Plan and authorized by the City as it pertains to accounting for contributions, benefit payments, the withholding of taxes from such benefit payments, and the proper reporting to participants, annuitants, and governmental agencies.

In September of 2012, Hartford Life informed the City that The Hartford's Retirement Plans Group was being acquired by MassMutual. The acquisition, effective January 1, 2013, was approved by the various Federal and State regulators. MassMutual assumed all rights and responsibilities relative to the original Agreement entered into by the City and Hartford Life.

The parties now wish to amend the Agreements to extend the termination date of Agreement to accommodate any transfer of assets and employee accounts that may be required as the result of a Deferred Compensation Investment and Record Keeping Request for Proposal ("RFP") process.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to:

1. The Agreement is hereby amended as follows:

a. All references to Hartford Life shall be construed as referring to MassMutual as the agent and assignee of Hartford Life.

b. Section 13.1, Termination, shall be changed to read: The term of this agreement will commence on March 31, 2009 and shall terminate by operation of time on June 30, 2014. This Agreement may otherwise be terminated by the City prior to June 30, 2014 with 30-days written notice to MassMutual.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

3. This Amendment is effective upon execution.

IN WITNESS THEREOF, the parties have executed this Amendment to the Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

CITY OF STOCKTON	MASSMUTUAL FINANCIAL SERVICES
BY _____	BY _____
KURT O. WILSON	NAME Eric Wietsma
CITY MANAGER	TITLE Senior Vice President

ATTEST:
BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON

BY _____

APPROVED AS TO FORM:

_____
JOHN LUEBBERKE
CITY ATTORNEY

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment to the Services Agreement between the International City/County Management Association Retirement Corporation ("ICMA-RC") and the City of Stockton ("City") is entered into on April 1, 2014.

RECITALS

ICMA-RC and City entered into a Services Agreement with an effective date of April 1, 2009 (the "Agreement") pursuant to which ICMA-RC agreed to act as investment adviser to the Trust; ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, transaction processing, benefit disbursement, and asset management.

The parties now wish to amend the Agreement to extend the termination date while assets and employee accounts are transitioned as the result of a Deferred Compensation Investment and Record Keeping Request for Proposal ("RFP") process.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to:

1. The Agreement is hereby amended as follows:

   A. Section 9, Term, shall be changed to read: This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this agreement will commence on the Inception Date and shall terminate by operation of time on June 30, 2014. This Agreement may otherwise be terminated by the City prior to June 30, 2014 with 30-days written notice to ICMA-RC.

   B. All other terms and conditions of the Agreement shall remain in full force and effect.

C. This Amendment is effective upon execution.

IN WITNESS THEREOF, the parties have executed this Amendment to the Agreement to be executed by their duly authorized officers as of the date hereinabove set forth.

CITY OF STOCKTON

BY_____
KURT O. WILSON
CITY MANAGER

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION

BY Angela C. Morris
NAME Angela C. Morris
TITLE Assistant Secretary

ATTEST:
BONNIE L. PAIGE
CLERK OF THE CITY OF STOCKTON

BY_____

APPROVED AS TO FORM:

_____
JOHN LUEBBERKE
CITY ATTORNEY

MASSMUTUAL
ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement") is made between Massachusetts Mutual Life Insurance Company ("MassMutual") and City of Stockton ("Plan Sponsor") with respect to City of Stockton Deferred Compensation Plan, City of Stockton OBRA Plan and City of Stockton 401(a) Plan ("Plans").

WHEREAS: The Plan Sponsor is the sponsor of the Plans and is (or is authorized to act for) the "administrator" of the Plans;

WHEREAS: The Plan Sponsor desires to engage MassMutual to provide the recordkeeping and other administrative services described in this Agreement (the "Services") to the Plans, and MassMutual is willing to provide the Services in exchange for certain fees on the terms and conditions described by this Agreement.

THEREFORE: The Plan Sponsor and MassMutual effective as of the 1st day of May, 2014 hereby agree as follows:

1. RECORDKEEPING AND ADMINISTRATIVE SERVICES

1.1 Description of Services: The Plan Sponsor engages MassMutual to provide the Services described in this Agreement and the accompanying Exhibits. At all times, the Services are subject to review and approval by the Plan Sponsor and the legal, tax and other advisors of the Plan Sponsor, as the Plan Sponsor in its sole discretion, determines.

1.2 Plan Administrator's Guide: The Plan Sponsor hereby directs MassMutual to perform the Services in accordance with the policies, practices and procedures set forth in MassMutual's Plan Administrator's Guide, as the same may be amended by MassMutual from time to time. MassMutual agrees to provide Plan Sponsor with notice of any changes to the Plan Administrator's Guide, which may take the form of posting an amended Guide on MassMutual's plan sponsor website. In any matter not resolved by the language in the Plan Administrator's Guide, Plan Sponsor directs MassMutual, and MassMutual agrees to follow commercially reasonable standards.

1.3 Participant Access/Plan Sponsor Website/Paperless Services: The Plan Sponsor consents to MassMutual's use of electronic media for all services provided under this Agreement to the extent permitted by law and it agrees to process transactions and transmit data and information to MassMutual using electronic media, via MassMutual's plan sponsor website or such other methods as may be agreed to by MassMutual.

The Plan Sponsor directs MassMutual to allow participants access to their individual accounts and to initiate transactions electronically and via toll-free telephone services which include a voice response unit and customer service professionals. MassMutual endeavors to make its electronic channels, voice response unit and customer service representatives available during normal business hours or such other times as determined by MassMutual. MassMutual is not responsible for the failure of these systems caused by events beyond its control.

MassMutual will act on any telephonic or electronic instructions it reasonably believes to be genuine. In order to prevent unauthorized access to its systems, MassMutual employs reasonable security procedures, such as personal identification numbers and plan sponsor ID numbers. MassMutual is not responsible for a loss that results if any participant's or the Plan Sponsor's identifiers or other security procedures are compromised. Plan Sponsor agrees to immediately notify MassMutual if the Plan Sponsor becomes aware of a security breach.

1.4 Distribution Services: As part of ongoing plan administration, MassMutual will provide terminating plan participants with information regarding their distribution options under the Plan. As part of this service, MassMutual will provide participants with estimated annuity payments where applicable, and a notice regarding the tax consequences of various forms of distribution. Plan Sponsor authorizes MassMutual to provide participants information regarding individual retirement accounts and other rollover products available through MassMutual.

1.5 Information Sharing/Use of Corporate Logo: The Plan Sponsor authorizes MassMutual to provide the Plan's third-party administrator (if any), broker of record or other third-party advisor with information regarding the Plan, as requested by such persons, including but not limited to information regarding Plan and participant transactions, account balances, participant terminations and distributions. The Plan Sponsor authorizes MassMutual to use its name and logo in marketing materials solely for the purpose of identifying Plan Sponsor as a MassMutual customer. MassMutual agrees that such materials will not state or imply an endorsement of MassMutual products or services.

2. INVESTMENT PROCEDURES

2.1 Investment of Plan Assets: The Plan Sponsor, and not MassMutual, is responsible for the investment of plan assets. Plan assets are invested in mutual funds, collective trusts, insurance company general and separate accounts, other pooled investment vehicles or other investments, selected by the Plan Sponsor as described in Exhibit C ("Investment Options"). The Plan Sponsor and/or the participants direct the investment of plan assets among these Investment Options as indicated in

Exhibit C. The Plan Sponsor may amend its selections on Exhibit C at any time by providing MassMutual at least sixty (60) days advance written notice. MassMutual cannot accept any change it is unable to administer.

If the Plan's assets are held in trust and invested directly in mutual funds, the Plan Sponsor acknowledges and agrees that MassMutual has established a "menu" of Investment Options that it makes available to plan sponsors. MassMutual determines its menu of Investment Options based on its administrative and business agreements with the managers and distributors of such Investment Options. MassMutual may change its menu of available Investment Options from time to time. If MassMutual makes a change to its menu that will affect the Investment Options selected by the Plan Sponsor on Exhibit C, then unless the change is required by events beyond MassMutual's reasonable control, MassMutual will provide the Plan Sponsor with advance written notice of such change, typically at least sixty (60) days in advance of the effective date, including an explanation of the reason for, and the effective date of, the change. If the change is required by events beyond MassMutual's reasonable control, MassMutual is not required to provide sixty (60) days notice, but will provide notice as soon as practicable. For administrative purposes, MassMutual may communicate and process changes to the Plan's investment option's prior to the effective date of the change. If an Investment Option is deleted, MassMutual may include in its notice a proposed substitute. The Plan Sponsor agrees that, in the case of such notice of change to Investment Options available to the Plan, the Plan Sponsor may select a replacement Investment Option for the deleted Investment Option but if the Plan Sponsor fails to notify MassMutual in writing before the requested response time in the communication that the Plan Sponsor elects the proposed replacement Investment Option, and fails to elect a different replacement Investment Option, then any plan assets invested in the discontinued Investment Option will be transferred to the Participant Default Investment Option. If the Plan Sponsor rejects a proposed change to the mutual funds available to the Plan but the Plan Sponsor does not affirmatively select a replacement Investment Option or terminate this Agreement before the requested response time, any plan assets invested in the deleted Investment Option will be transferred to the Participant Default Investment Option. The Plan Sponsor directs MassMutual to treat any change to the Plan's Investment Options under the conditions set forth in this Agreement as an amendment to Exhibit C.

2.2 Pricing Transactions: MassMutual generally processes investment instructions at the value determined at the close of the New York Stock Exchange (usually 4 p.m. ET) that next follows the receipt by MassMutual of the investment instructions in good order. Thus, if MassMutual receives investment instructions in good order before the close of the New York Stock Exchange on a business day, the transaction receives the net asset value of the Investment Option in question determined as of the market close on that day, earlier times may apply to certain investment options. If investment instructions are received in good order after the New York Stock Exchange closes, or on a day when it is not open, the transaction receives the net asset value of the Investment Option in question determined as of the market close on the next day the New York Stock Exchange is open. If investment instructions are not processed on a business day for reasons beyond MassMutual's reasonable control, including without limitation, that the order is not accepted for any reason by the Investment Option in question, the instructions will be processed at the value determined at the close of the New York Stock Exchange on the next business day or as soon, thereafter, as is feasible.

2.3 Participant Default Investment Option: To the extent that MassMutual does not receive investment instructions or the instructions are not in good order from a participant regarding the investment of all or a portion of the participant's individual account, the amount in question will be invested in the default investment option selected by the Plan Sponsor on Exhibit C.

2.4 Frequent Trading Policy: In order to comply with the prohibitions on market timing and frequent trading enforced by the managers of certain Investment Options or their underlying investments, MassMutual applies controls that prohibit Plan Sponsors and participants from transferring into certain Investment Options if the Plan Sponsor or participant has transferred into and out of the Investment Option within the previous sixty (60) days (the "Frequent Trading Policy"). The Plan Sponsor directs MassMutual to apply the Frequent Trading Policy to the Plan and to revise the Frequent Trading Policy as described above. A description of the Frequent Trading Policy is available to the Plan Sponsor upon request. In addition, the Plan Sponsor agrees and acknowledges that the managers of mutual funds and other Investment Options may require MassMutual to impose different or additional trading restrictions or to prohibit further trading by a plan or participant at any time. MassMutual may revise the Frequent Trading Policy, as necessary, to comply with new investment manager restrictions or legal requirements.

2.5 Competing Investment Options: Exchanges between Investment Options that are competing funds may be restricted, where such exchanges could adversely impact the returns of participants. This restriction may be in lieu of, or in addition to similar restrictions that may be found in the group annuity contract, the prospectus, or other documents governing the Investment Options. The Plan Sponsor acknowledges that MassMutual will enforce such restrictions in providing the administrative services under this Agreement.

3. PLAN SPONSOR'S RESPONSIBILITIES

3.1 Instructions, Information and Data: The Plan Sponsor will provide MassMutual with all necessary instructions, information and data in a timely fashion and in good order. What information or data is required in a given situation is described by this Agreement, the Exhibits, the Plan Administrator's Guide, or as otherwise communicated by MassMutual. The Plan Sponsor must immediately notify MassMutual if the Plan Sponsor believes MassMutual has not properly processed instructions.

For purposes of this Agreement, "in good order" means an instruction that includes all information reasonably required by MassMutual to give effect to the instruction and is in a format mutually agreeable to the parties. MassMutual has no duty to verify whether instructions, information or data it receives from the Plan Sponsor is properly authenticated, accurate and complete or that it is in receipt of all necessary instructions. MassMutual may fully rely on instructions, information and data provided by the Plan Sponsor, its representatives and other authorized third parties, and the participants. If MassMutual determines that an item is not in good order, MassMutual will bring this to the Plan Sponsor's attention and will inform the Plan Sponsor of what additional information or data is required before it can act. The Plan Sponsor is responsible for any expense or claim that results from the Plan Sponsor's failure to provide instructions, information or data in a timely fashion and in good order. MassMutual is not responsible for

a loss that results from carrying out instructions received from the Plan Sponsor, participants, the plan sponsors, representatives, or authorized third parties.

In carrying out its responsibilities under this Agreement, MassMutual will act upon the directions of the Plan Sponsor's representatives. MassMutual will rely upon the continuing authority of such representatives until otherwise notified in writing. MassMutual will either act upon written directions of the Plan Sponsor or its representatives (in original or by facsimile transmission) or upon oral or telephonic instructions, or electronically transmitted instructions that MassMutual reasonably believes to be genuine.

3.2 Contributions: The Plan Sponsor, or its delegate, is responsible for monitoring and collecting all contributions and other amounts due to the Plan, and will remit or cause to be remitted all such sums to the Plan on a timely basis in full compliance with the Internal Revenue Code ("Code"), or other relevant law.

3.3 Multiple Plans and Controlled Groups: The Plan Sponsor will inform MassMutual of other retirement plans it sponsors and controlled groups or affiliated service groups of which it is a member.

3.4 Required Reporting and Communications: This Agreement does not affect which party has ultimate responsibility for a report or participant communication. However, MassMutual will assist the Plan Sponsor with the preparation of reports and participant communications as described in Exhibit A. The Plan Sponsor is obligated to review in a timely manner reports and communications prepared by MassMutual and inform MassMutual of any errors or discrepancies. The Plan Sponsor is responsible for providing participants, including terminated participants, all legally required disclosures, communications and other information. MassMutual only provides the communication materials and statements described in this Agreement (including the Exhibits) and the Plan Administrator's Guide.

3.5 Notice of Plan Events: The Plan Sponsor must notify MassMutual as far in advance as practicable of events that may increase volume in participant-directed transactions or benefit requests. Such events include corporate reorganizations or restructurings, early retirement programs or lay-offs.

3.6 Third-party Service Providers: The Plan Sponsor may engage third-parties to provide services to the Plan. The Plan Sponsor agrees that any third-party administrator or other person engaged by the Plan Sponsor to provide services to the Plan is not, and will not be deemed to be, MassMutual's agent or subcontractor and MassMutual is not responsible for the third-party's acts or omissions with respect to the Plan. MassMutual may subcontract services it provides under this Agreement.

3.7 Missing Participants: In the event that MassMutual cannot from its records ascertain the whereabouts of a participant or beneficiary entitled to a distribution from the Plan, MassMutual will notify the Plan Sponsor. The Plan Sponsor is responsible for locating missing participants and directing MassMutual as to the disposition of missing participants' benefits.

3.8 Certification: In the event of a request by the Plan Sponsor for a transfer of any Plan assets to a new trustee, custodian or insurance company, the Plan Sponsor or a delegate of the Plan Sponsor will, in a written notice delivered to MassMutual: (i) designate the trustee, custodian or insurance company that is to receive the transfer; and (ii) certify that the amount so transferred is to be used to provide benefits for those participants and beneficiaries who would be entitled to benefits under the Plan and such Plan, in the opinion of the Plan Sponsor or its delegate, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

4. FEES

4.1 Fee Schedule: Descriptions of the fees and other revenue MassMutual receives in connection with the Services provided to the Plan Sponsor and the Plan pursuant to this Agreement may be found in Exhibits C ("Plan Investments"), D ("Fees"), F ("MassMutual Retirement Services Float Policy") & H ("Approval Services"). MassMutual reserves the right to assess fees for services it renders which are not contemplated by this Agreement.

4.2 Method of Payment: The Plan Sponsor certifies that reasonable administrative expenses and fees may be paid from plan assets. To the extent the Plan is prohibited from paying amounts due MassMutual, the Plan Sponsor will pay the amount due from its own assets. In the absence of notice provided by the Plan Sponsor, MassMutual will deduct from plan assets amounts owed for expenses and fees. Instead of deducting expenses and fees from plan assets, the Plan Sponsor may provide notice to MassMutual in a form satisfactory to MassMutual that it is electing to directly pay the expenses and fees. In such case, amounts are due and payable by the Plan Sponsor within thirty (30) days from the date of the invoice from MassMutual. If expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual will withdraw the amount of the unpaid expenses and all future expenses from plan assets.

4.3 Modification of Fees: The fees set forth in Exhibit D are effective for 5 year(s) from the effective date of this Agreement, plus any extension that may be agreed upon pursuant to Section 6.2 of this Agreement, and is executed contingent upon the assumptions regarding plan assets, cash flow, Investment Options and account balances on which the fees are based at time of conversion. If these factors are not consistent with these assumptions, MassMutual reserves the right to increase fees. Thereafter fees are subject to change upon one hundred and twenty (120) days advance written notice provided by MassMutual to the Plan Sponsor. This notice will consist of a revised fee schedule.

4.4 Investment Fees: Under the arrangements between MassMutual and the investment vehicles offered as Investment Options under this Agreement, MassMutual receives certain fees in exchange for providing recordkeeping and accounting services. Amounts received by MassMutual are disclosed in the Cost and Revenue Disclosure document you received before MassMutual began delivering administrative services pursuant to this Agreement. These fees represent a portion of the fees assessed against

all of the shareholders or investors in the Investment Options and are separate from fees paid to MassMutual under this Agreement. The Plan Sponsor acknowledges that these fees allow MassMutual to charge the Plan a lower fee under this Agreement than would otherwise be the case. The Plan Sponsor further acknowledges that it has taken these fees into consideration in determining, if overall, the fees paid by the Plan under this Agreement are reasonable. From time to time, MassMutual may renegotiate these fees under such arrangements without the approval of the Plan Sponsor.

4.5 Disclosure of Fees: The attached Exhibits contain a detailed description of all the fees collected under this Agreement. MassMutual also provides or makes available to you materials that describe additional revenue MassMutual receives, including revenue received with respect to the Plan's investments. MassMutual will disclose any material change in this information to the Plan Sponsor as required by law.

4.6 Float: MassMutual's policy is to process contributions to and distributions from the Plan as quickly as possible. Pending the processing of contributions and distributions, funds may be invested in short term instruments such as institutional money market funds. It is MassMutual's policy to retain any earnings ("float") that accrue on these short term investments. The Plan Sponsor acknowledges that it has taken this float into consideration in determining the reasonableness of the fees paid by the Plan under this Agreement. MassMutual's float policy is attached as Exhibit F.

5. TRUSTEE/CUSTODIAN SERVICES

5.1 Custody of Plan Assets: Except for Plan assets deposited under a group annuity contract issued by MassMutual, all assets of the Plan are held in trust by the Trustee/Custodian. The responsibilities of the Trustee/Custodian and its legal obligations are governed by a separate trust agreement.

5.2 Directed Trustee/Custodian: If any assets of the Plan are held in trust, the Plan Sponsor may appoint a directed trustee/custodian of the Plan, provided that MassMutual determines that the directed trustee/custodian is capable of providing information and instructions to MassMutual in accordance with MassMutual's standard administrative procedures, as reasonably determined by MassMutual. In carrying out its responsibilities under this Agreement, MassMutual may rely on information, confirmations and other communications received from the directed trustee/custodian.

6. AMENDMENT AND TERMINATION

6.1 Amendment: This Agreement may be amended, at any time, by a written agreement of the parties. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement. In addition, acceptance by Plan Sponsor of Services with respect to a Plan and changes to the Plan's investment options by the Plan Sponsor's designee will be deemed to be acceptance by Plan Sponsor of corresponding changes to Exhibits A, C and D, as applicable. Finally, MassMutual may propose to amend this Agreement by providing the Plan Sponsor written notice of an amendment one hundred and twenty (120) days prior to its effective date. If the amendment is not acceptable to the Plan Sponsor, the Plan Sponsor may terminate this Agreement. In the absence of written notice to terminate this agreement delivered to MassMutual before the applicable effective date of an amendment, the Plan Sponsor will be deemed to have approved such amendment. Amendment to the terms of this Agreement may be documented in an addendum to this Agreement.

6.2 Term and Termination: (i) This Agreement commences as of the date indicated on the first page and, unless terminated earlier pursuant part (ii) of this Section, terminates on May 1, 2019, or such later date as may be elected pursuant to the optional two one year extensions agreed upon between MassMutual and the Plan Sponsor..

(ii) This Agreement may be terminated earlier in the event of (1) substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party, but only after the terminating party provides the other party 120 days' written notice of its intent to terminate, or (2) delivery of written notice to one party from the other on a date that is at least one hundred twenty (120) days from the date the notice is received by the other party.

In addition, if the Plan is funded by a group annuity contract issued by MassMutual then the group annuity contract terminates coincident with the termination of this Agreement, provided that any limitations, fees or expenses related to the payment of the group annuity contract shall continue to apply regardless of the effect of this sentence. If the Plan Sponsor is terminating this agreement because it objects to an amendment by MassMutual, it may terminate the Agreement by delivering thirty (30) days notice to MassMutual. In the alternative, MassMutual and the Sponsor may mutually agree, in a separate writing, to continue operation of the group annuity contract even if the recordkeeping services described in this Agreement have otherwise been terminated.

(iii) Prior to the termination date, MassMutual will continue to provide administrative services through the termination date, will be entitled to fees in accordance with Exhibit D – Fees, and will cooperate in the conversion of the Plan to the new recordkeeper to the extent mutually agreeable to both parties. On and after the termination date, contributions to, withdrawals from, and transfers between funds maintained with respect to this Agreement will not be permitted. As of a date not later than thirty (30) days following the termination date, MassMutual will withdraw the value of the affected participants' accounts from the investments made under this Agreement and will deliver the proceeds of such withdrawal to, or as directed by, the Plan Sponsor provided that MassMutual will first be entitled to deduct from such proceeds any administrative or other fees then due to MassMutual. It shall not be a breach of this Agreement if MassMutual fails to make a withdrawal and/or deliver proceeds, as provided for above, due to an unscheduled market closure or any other event beyond MassMutual's reasonable control, provided MassMutual makes such withdrawal and/or delivers such proceeds as soon as reasonably possible following such event. Termination of any other contract issued to the Plan Sponsor by MassMutual will be governed solely by the terms of such contract. MassMutual will provide any outstanding reports to the Plan Sponsor within ninety (90) days of the termination date.

7. LIABILITY; INDEMNIFICATION; DISPUTE RESOLUTION

7.1 Scope of MassMutual's Responsibility under this Agreement: MassMutual has no duties or obligations with respect to the Plan other than those duties and obligations specifically set forth in this Agreement. Without limiting the foregoing, MassMutual has no responsibility for any of the following: the deductibility of the Plan Sponsor's contributions made to the Plan, the continued qualification of the Plan; the accuracy of data supplied to MassMutual by the Plan Sponsor or its agents, at any time prior to or during the term of this Agreement; the payment of interest, penalties or excise taxes arising from the failure of the Plan Sponsor to comply with any of the Plan Sponsor's responsibilities under this Agreement or applicable law; or joint testing of additional plans maintained by the Plan Sponsor, but administered by someone other than MassMutual. MassMutual does not warrant, verify or accept responsibility for administrative services provided to the Plan Sponsor prior to the engagement of MassMutual.

7.2 Fiduciary Status: The Plan Sponsor acknowledges that it is the plan fiduciary within the meaning of relevant law, with the authority to select service providers and plan investments. It is the intent of the parties that in performing its non-discretionary administrative services for the Plan under this Agreement, MassMutual: (i) acts solely as a non-fiduciary service provider to the Plan Sponsor implementing the instructions and directives it receives from the Plan Sponsor or, as authorized by the Plan Sponsor, from the participants; (ii) is neither a fiduciary nor a plan administrator as these terms are defined in relevant law; and (iii) has no discretion in matters of plan administration and management including, but not limited to, interpretation of the plan document, the application of law and the investment of plan assets. The parties intend that discretion in these, and all other matters, lies exclusively with the Plan Sponsor. The Plan Sponsor is responsible for appointing a plan administrator who has discretionary authority in the administration of the Plan. The Plan Sponsor may also retain other service providers with whom MassMutual will work to service the Plan, including investment advice providers and directed trustees. These service providers may assume fiduciary responsibility with respect to the Plan and while MassMutual may provide the Plan Sponsor with revenue information with respect to these service providers, they are neither affiliates of, nor subcontractors for, MassMutual. MassMutual does not give legal, accounting, or tax advice and the Plan Sponsor should consult its own legal, accounting and tax advisors.

MassMutual may offer group annuity contracts, the assets of which are allocated to insurance company separate investment accounts (“SIA”) that may hold plan assets. Those SIAs may invest in either one or more mutual funds, a bank collective trust fund or a portfolio of securities. MassMutual may also offer a registered product through which plans may directly invest in mutual funds (including the MassMutual Premier and Select mutual funds) and bank collective trust funds. MassMutual acknowledges its status as an investment advisor registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that it manages the Premier and Select mutual funds offered under the registered product in accordance with the stated investment objectives of such mutual funds.

With respect to the group annuity contract, MassMutual’s affiliate, Babson Capital Management, LLC (“Babson”) acknowledges its status as an investment advisor registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that it manages the securities of a portfolio SIA holding plan assets in accordance with the stated investment objectives of such SIA. With respect to the registered product, MassMutual’s affiliates, Babson, Baring International Investment Limited (“Baring”), OppenheimerFunds, Inc. (“OFI”) or OFI Institutional Asset Management, Inc. (“OFI Inst”) acknowledge their status as investment advisors registered under the Investment Advisers Act of 1940 with respect to the plan to the extent that they manage the securities of the mutual funds in which the plan invests in accordance with the stated investment objectives of such mutual funds.

The Plan Sponsor acknowledges and agrees that all information about the Investment Options (including performance data), all participant enrollment and education information, and similar materials, are provided to the Plan Sponsor and participants to enable them to independently assess their options and make investment decisions in connection with the Plan. MassMutual is not authorized and will not make recommendations that the Plan Sponsor or a participant may rely on as a primary basis for investment decisions. In making the investments under our products available, MassMutual is not acting as a fiduciary to the Plan. The Plan Sponsor or its delegate is responsible for selecting the investment options that are available under the Plan.

7.3 Informal Resolution: If a dispute concerning the performance of duties under this Agreement should arise between the Plan Sponsor and the Plan, on the one hand, and MassMutual on the other, both parties agree that good faith effort will be made to reach an informal resolution of the matter that is fair and equitable to both parties.

7.4 Limitation/Mitigation of Damages: The right to indemnification for a loss or liability, or to a payment or an award in mediation or arbitration between MassMutual and the Plan, and the Plan Sponsor or its agents, is limited to damages arising directly from a breach of this Agreement. The right to damages under this Agreement does not extend to punitive, consequential, incidental, indirect or special damages. Both parties have a duty to mitigate damages.

7.5 Statute Of Limitations: Subject to relevant law, no lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after one (1) year from the date on which the cause of action is first discovered regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement.

8. GENERAL PROVISIONS

8.1 Severability and Validity Agreement: If the parties determine that a provision of this Agreement is open to more than one interpretation, the provision must be interpreted in a manner consistent with applicable law. The finding of a court of law or other legal body that a provision of this Agreement is unenforceable in a jurisdiction, does not affect the validity of the remaining

provisions of the Agreement and the provision will continue to be enforced in all other jurisdictions. Where a provision of the Agreement is found to be unenforceable, MassMutual and the Plan Sponsor agree to substitute new language in the place of such provision that, as closely as possible, reflects the provision's original intent and economic impact. The failure of either MassMutual or the Plan Sponsor to enforce a provision of this Agreement does not constitute a waiver of the provision and does not affect the validity of this Agreement.

8.2 Assignment: Either party may assign this Agreement by providing at least ninety (90) days written notice to the other.

8.3 Force Majeure: The performance of the respective duties of MassMutual and the Plan Sponsor under this Agreement are excused for any period of time during which performance is impossible due to events beyond the control of either party. This includes, but is not limited to, floods, fire, earthquakes and other natural disasters; power outages; the malfunction of communication facilities; and the closing of stock exchanges.

8.4 Third Parties: This Agreement does not impose duties upon or create rights in any person or entity except MassMutual and the Plan Sponsor.

8.5 Electronic Signatures: The parties agree that the execution of necessary documents or where approval of the Plan Sponsor or a participant is required, this can be accomplished in an electronic format.

8.6 Written Notices: Written notices required under this Agreement must be delivered by a nationally recognized overnight courier service (costs prepaid) to MassMutual; Attention: Executive Vice President for Retirement Services, 1295 State Street, Springfield, Massachusetts 01111; and to the Plan Sponsor Attention: the person designated as the Plan's primary contact at the most recent address on record with MassMutual. The date of a written notice is the date it is received by the recipient. Written notices may be sent by other means, including facsimile or e-mail with confirmation of transmission if this is acceptable to the party receiving the notice. The person designated to receive notice may be changed by providing notice to the other party.

8.7 Plan Sponsor Representations: The Plan Sponsor acknowledges that it is the plan fiduciary responsible for the selection of and monitoring of service providers and investment options for the Plan, and represents that: (i) it is a fiduciary within the meaning of relevant law, with respect to the Plan; (ii) it is independent in all respects of MassMutual and all affiliates of MassMutual; and (iii) it has not relied on any advice or recommendation of MassMutual or any affiliates of MassMutual as a basis to enter into this Agreement or with respect to the selection of the Investment Options offered to participants under the Plan.

8.8 Governing Law: This agreement shall be governed by the laws of the State of California and the County of San Joaquin, Stockton Branch.

8.9 Venue and Jurisdiction: Venue shall be proper in the Superior Court of the State of California, County of San Joaquin, Stockton Branch, or, for actions brought in Federal Court, the United States City Court for the Eastern City of California, Sacramento Division.

8.10 Provisions Survive Agreement: The provisions of Sections 6, 7 and 8 of this Agreement will survive and continue to govern the rights of all parties in the event of the termination of this Agreement.

8.11 Participant Defined: A participant is any person with an individual account in the Plan which includes beneficiaries and alternate payees under qualified domestic relations orders.

8.12 Headings: The headings in this Agreement are for reference only and are not intended to affect the interpretation of its language.

8.13 Plan Sponsor Acknowledgement: The Plan Sponsor acknowledges and agrees that it received from MassMutual, before the execution of this Agreement, sufficient information to make an informed decision as to whether the aggregate of the direct and indirect compensation received by MassMutual in connection with the Services constitutes reasonable compensation.

8.14 Third Party Investment Guidance and Advice Services: MassMutual may make available to the Plan investment advice and related services from third parties ("Advice Providers"). Such services may include, but are not limited to, assisting the Plan Sponsor with investment selection and monitoring and assisting Plan participants with investment selection and asset allocation (collectively, "Advice Services"). By making Advice Services available to the Plan, MassMutual is not soliciting on behalf of any Advice Provider or endorsing or recommending any Advice Provider or any investment advice that any Advice Provider may render. The Plan Sponsor is solely responsible for determining whether to utilize Advice Services and to offer Advice Services to Plan participants and acknowledges that it has the option of declining or discontinuing Advice Services at any time. MassMutual may charge a fee, as otherwise specified in this Agreement, for administering any Advice Services elected by the Plan Sponsor. The Plan Sponsor agrees that in no event will MassMutual be deemed to be a fiduciary to the Plan or participants as a result of making Advice Services available. The Plan Sponsor agrees that investment advice rendered to the Plan by an Advice Provider may be limited to investment options available from MassMutual and that investment advice rendered to participants by any Advice Provider may be limited to the investment options the Plan Sponsor or other Plan fiduciary elects to make available in the Plan. The Sponsor agrees to hold harmless and indemnify MassMutual for any costs or damages resulting from the provision of Advice Services to the Plan or Plan participants.

8.15 Entire Agreement: The Agreement, together with the Exhibits below, MassMutual's Comprehensive Response to the City of Stockton dated December 19, 2013 and MassMutual's Response to the City of Stockton date January 21, 2014, represent the entire understanding between MassMutual and the Plan Sponsor regarding the provision of the Services to the Plan. There are

no understandings, covenants, or warranties with respect to the Services beyond those explicitly described in this Agreement, the Exhibits and MassMutual's Comprehensive Response to the City of Stockton dated December 19, 2013 and MassMutual's Response to the City of Stockton date January 21, 2014. The execution of this Agreement revokes any existing agreement with respect to the Services between the parties. The Plan Sponsor agrees to the following Exhibits to this Agreement:

Exhibits
Exhibit A – Administrative Services
Exhibit B – Plan Conversion Services
Exhibit C – Plan Investments
Exhibit D – Fees
Exhibit E – Intermediary Compensation Paid By MassMutual
Exhibit F – MassMutual's Float Policy
Exhibit G – Plan Administrative Expense Reimbursement
Exhibit H – Approval Services
Exhibit I – Automated Services Conversion Authorization
Exhibit J – Not Applicable. Exhibit Removed
Exhibit K – Fee Roadmap
Exhibit L - Deferred Compensation Record-Keeper And Investment Provider
Exhibit M – Hold Harmless Defense Clause
Exhibit N – Trust Agreement for City of Stockton Full Time 457 Plan
Exhibit O – Trust Agreement for City of Stockton Part-Time 457 OBRA Plan
Exhibit P – Trust Agreement for City of Stockton 401(a) Plan
Exhibit Q – Investment Agreement for City of Stockton Full Time 457 Plan
Exhibit R – Investment Agreement for City of Stockton Part-Time 457 OBRA Plan
Exhibit S – Investment Agreement for City of Stockton 401(a) Plan
Exhibit T – Insurance Provisions

The Plan Sponsor certifies that it has the power and authority to enter into this Agreement on behalf of all Plans and separate Employers sponsoring those plans covered under this Agreement. The person signing below as the Plan Sponsor's representative warrants, as an individual, that he or she is the Plan Sponsor's representative authorized to sign this Agreement on behalf of all Employers and Plans and that his or her signature is genuine.

SIGNATURES

In Witness Whereof: MassMutual and the Plan Sponsor have caused this Agreement to be executed by their duly appointed officer or representative effective as of the date executed by both parties.

For Massachusetts Mutual Life Insurance Company

Michael R. McKenzie, Corporate Vice President

February 26, 2014
Date

Legal Name of Plan Sponsor: City of Stockton

Contract Number: 061361

For the Plan Sponsor:

Signature

Date

Printed Name and Title

EXHIBIT A: ADMINISTRATIVE SERVICES

Revision Date:

Recordkeeping Services

- Plan Transition Services
  - Communication Assistance
    - Creates Sarbanes Oxley notice for participants
    - Sample board resolutions
    - Sample notification to existing vendors
  - Dedicated Transition Manager and/or Conversion Team
    - Manages all phases of conversion services
    - Establishes responsibilities
    - Sets target dates
  - Participant Balance Initiation
    - Review test files, if applicable
    - Completes plan reconciliation before establishing participant balances on MassMutual's record keeping system
    - Provides transition statements for participants
  - Payroll Initiation
    - Works with payroll department or vendor to establish the workflow for submitting contributions electronically
  - Service Initiation
    - Introduction to ongoing service team
    - Eligibility calculation, employee information feed required
    - Arranges for enrollment or investment education meetings, minimum number of employees may be required
- Ongoing Administration
  - Automated Services
    - Electronic enrollment with eligibility calculation
    - Salary Contribution Changes
    - Loan checks and documentation will be mailed directly to participants' homes
    - Automated Terminations
    - Feedback data
  - Distribution Processing and Reporting (Lump sums, installments, in-service withdrawals, partial distributions and annuities)
  - Loan Processing and Modeling
    - Paperless loan modeling and processing through the participant internet website, the toll free voice response unit, or our Participant Information Center (PIC)
    - Preparation and mailing of check, promissory note, and payroll deduction authorization
    - Participants will be permitted to initiate a loan via the participant website or the Voice Response System (VRS)
    - Delinquent, pending default, suspension, and default notices provided directly to participant homes
  - MassMutual RetireSmart℠ Services
    - Automatic asset allocation
    - Automatic periodic rebalancing
  - Payroll Processing & Account Maintenance
    - Self-directed brokerage account
    - Regular file feed submission, including contributions
  - Qualified Domestic Relations Order ("QDRO") Processing and Reporting
  - Required Minimum Distribution Processing - Pay distributions to participants and beneficiaries in accordance with Internal Revenue Code minimum distribution provisions.
  - 457(e)(15) Applicable Limit Testing
  - Allocation of Revenue Sharing Payments – A Participant's account invested in a mutual fund which makes revenue sharing payments to MassMutual will receive a monthly allocation that will be invested in such mutual fund.
- Plan Deconversion Services
  - Contract liquidation and asset transfer
  - Data transfer
  - Plan terminations – consulting assistance and participant distribution service

Participant Services

- Ongoing Administration Services
  - Distribution Education Assistance
    - Customized distribution kits for participants who are retiring or terminating
  - Enrollment Services
    - Enrollment/investment material
  - Participant Information Center (PIC) Access - Customer service professionals to answer participant telephone calls
  - Participant Retirement Planning Website Access; including Online Transaction Capabilities (24/7/365)
  - Touchtone Telephone Service (24/7/365)
- Communication & Education Services
  - Educational Material and Services Access
    - Interactive participant planning website with planning tools

- ❖ Participant statements delivered quarterly or annually
- ➢ Education Meetings
  - ❖ On-site / online enrollment
- ➢ RetireSmart[SM] Ready Tool – simple way to calculate and implement savings rates and asset allocation strategies
- ➢ Social Media – interactive version of our participant website
- ➢ Third-party Investment Advice
- ➢ Third-party Investment Guidance

Plan Sponsor Services

- Ongoing Administration Services
  - ➢ Approval Services as elected in Exhibit H
  - ➢ Dedicated Service Team
  - ➢ Investment Consulting – periodic portfolio review and analysis
  - ➢ Loan Monitoring Reports provided via the Plan Sponsor website
  - ➢ Payroll Remittal Support – Debit ACH is accepted
  - ➢ Termination/Retirement Notification Services
  - ➢ Third-party QDRO Review Services
- Communication & Education Services
  - ➢ Education Calendar
  - ➢ Monthly Plan Sponsor Newsletter
  - ➢ Plan Sponsor Website access that includes access to participant accounts (24/7/365)
  - ➢ PlanSmart[SM] Analysis to measure and analyze plan effectiveness

Investment Services

- Ongoing Administration Services
  - ➢ Additional Investment Options – access to over 2800 additional Investment Options
  - ➢ Flash Reports - Intra-quarter updates relating to performance and current issues affecting investments
  - ➢ Investment Updates Notices of any changes relating to the investment options
  - ➢ MassMutual Smart Architecture[SM] Investment Program (Smart Architecture) – Wide range of asset classes and styles, multiple managers, institutional and retail investment options and watch list due diligence
  - ➢ Methodology Reports - rationale for the addition of new investment managers
  - ➢ Qualitative and Quantitative Standard Reporting
    - ❖ Daily performance updates - daily prices, year-to-date,12-month performance, and percent change from previous day
    - ❖ Monthly performance summaries - calendar and average annual returns as of the most recent month-end
    - ❖ Quarterly investment Webex - overview of the economy, markets and investment-related events
    - ❖ Investment Profiles - quantitative and qualitative information for each investment option
    - ❖ Peer Analysis Reports - performance summary of all the investment options versus their peers and other relevant benchmarks
    - ❖ Market Commentary - quantitative and qualitative review of the economy, markets and investment options
    - ❖ Due Diligence Reports - detailed quantitative and qualitative report discussing the performance of each sub advised investment option in consideration of economic and individual manager data
  - ➢ White Papers - primary research studies developed by the MassMutual Investment Group
  - ➢ Watch List Updates

PERFORMANCE STANDARDS / GUARANTEES

Below is a list of performance standards, dates and guaranteed amounts for proposed services. For each service, the date will represent the date service will be provided. For each service, the guarantee will be the amount of dollars payable if the standard is not met by the specified time.

Proponents will confirm their acceptance of the standard (as well as date and guarantee amount) by checking "Will meet". If Proponent is "Unable to meet" the standard, date or guarantee, or "Will exceed" the standard, an explanation and proposed alternative standard / date / guarantee must be provided.

Performance standards will be measured by mutually agreeable criteria. If information regarding service performance is measured by the provider, the provider must propose a specific method / criteria for assessing compliance to standard.

9.1. Transition Services (period from formal approval to fund transition)	
A. Pre-Transition Services Standard: Assure that a representative will be in attendance at the finalist meeting(s). **Date:** Finalist Meeting **Guarantee:** N/A	(✓) Will meet ( ) Unable to meet ( ) Will exceed
B. Standard: Answer phone calls from employer contact designee within 24 hours. Propose a method of measuring standards.	(✓)* Will meet ( ) Unable to meet

Date: Transition period. **Guarantee:** $100 per incident for failure to return phone calls from employer contact designee within 24 hours.	( ) Will exceed
* All calls from Designee are documented and tracked by the New Business Team.	
C. Standard: Provide draft contract (incorporating agreed-upon, proposed services). **Date:** Transition period **Guarantee:** $1,000 for each day after 30.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
*30 days from receipt of final plan details and authorization	
D. Standard: Respond to any complaints, in writing with a copy to the City, or by phone or in-person. **Date:** Transition period. **Guarantee:** $100 per incident of failure to respond to complaint within specified time.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
E. Standard: Comply with Sarbanes-Oxley Act requirements regarding notification of blackout period. **Date:** Transition period. **Guarantee:** $1,000, plus the equivalent of any penalties that would be assessed.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
F. Standard: Finalize and publish performance standards and guarantees. **Date:** Provide final copy to employer within 30 days of being selected by employer. **Guarantee:** $500 after 30th day.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
*30 days from receipt of final plan details and authorization	
G. Standard: Provided agreed upon training to employees and retirees within transition period. **Date:** Transition period. **Guarantee:** $1,000	(✓) Will meet ( ) Unable to meet ( ) Will exceed
H. Standard: Telephone calls to service center(s) will be answered within 90 seconds 90% of the time. (Propose your method of measuring standard). **Date:** Transition Period **Guarantee:** $1,000 through Transition	(✓) Will meet ( ) Unable to meet ( )Will exceed
9.2. Transition Exit (period from notification of non-renewal to fund transition)	
A. Standard: Upon termination, provide: 1) Last four quarters of transaction reports, 2) Current account balances, 3) Past 12 months distribution and deferral information and 4) Loan or other outstanding payment amounts. **Date:** Within 30 business days after termination, provide report on secured disk, tape or internet to the transition vendor. **Guarantee:** $1,000 for initial failure to provide by day 30, and $500/day thereafter.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
B. Standard: Upon termination, provide information as described in Section 8 on disk, tape or internet to transition vendor. **Date:** Within 30 days of request. **Guarantee:** $1,000 on failure to provide information within 30 days of the request.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.3. Customer Services	
A. Standard: Telephone calls to service center(s) will be answered within 90 seconds 90% of the time. (Propose your method of measuring standard). **Date:** Quarterly summary / review due before the end of the month following the Quarter end. **Guarantee:** Maximum $1,000 for failure to meet agreed-upon standard.	(✓*) Will meet ( ) Unable to meet ( ) Will exceed *As relates to Participant requests
B. Standard: Participant statements will be mailed within 10 business days after quarter-end. **Date:** Quarterly. **Guarantee:** $5 per participant per quarter for each statement postmarked after 10 business days.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
C. Standard: Finalize customized website providing hot link between employer and provider websites and draft participant communication advertising site content and way to access. **Date:** Due 90 days after the initial asset transfers. **Guarantee:** $500 for failure to provide live website and participant announcement by end of 3rd month after implementation.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
*****MassMutual customizes our plan sponsor and our participant websites to the City of Stockton's plan's specific provisions. We incorporate the custom "look and feel" used in participant communication materials and City of Stockton's logo/seal in the banner on the participant website. A variety of information and ad-hoc reports are available to plan sponsors 24 hours per day. Our system stores data in a manner that allows easy access for ad hoc reports. MassMutual Retirement Services' relational database system technology enables real-time meaningful data mining. Through the plan sponsor website, City of Stockton can review real-time information at both a plan and participant level.	
D. Standard: Process investment fund transfers, contribution reconciliation and posting within one business day. Propose your method of measuring standard. **Date:** Annual report due 31 days after each 12 month period from fund transition. **Guarantee:** Maximum $1,000 for failure to meet agreed-upon standard.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
Service Center to measure and report results for all good order requests in an annual report of performance due 31 days after calendar year end. *Good order is defined as clear, appropriately approved instruction that is received in the required format at our Service Center	

and confirmed in good order by MassMutual prior to 4:00 p.m., Eastern Time, or the close of the New York Stock Exchange (NYSE), which ever comes first.	
E. Standard: Process hardship distributions, rollover requests, in-service distributions, and retiree distribution requests within 3 working days of acceptable documentation. Propose to the City your method of measuring standard. **Date:** Annual summary of performance by provider. **Guarantee:** $1,000 annually for failure to meet distribution standards in 90% of the actions.	(✓)Will meet ( ) Unable to meet ( ) Will exceed
F. Standard: Provide and review Plan Documents for legal, legislative compliance. Identify policy issues between employer and provider and summarize, in writing, any recommended changes to documents. **Date:** Within 180 days of fund transition and annually thereafter. **Guarantee:** $500 for failure to provide each written summary.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
*We have a team of professionals who monitor current legislation and IRS regulations. When legislation and/or regulations impacting retirement plans are enacted, the Compliance Consultant is notified and City of Stockton's plan reviewed accordingly. We will review the plan document initially, but only periodically thereafter. An additional charge may apply.	
G. Standard: Review investment policy and summarize, in writing, any recommended changes. **Date:** Annually each March, with data from the end of the previous calendar year. **Guarantee:** $500 for failure to provide review by March 31st.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
*MassMutual's Investment Consultant is responsible for investment product development and manager due diligence. The Investment Consultant will work with City of Stockton to support the development of an investment policy statement and provide ongoing monitoring and reviews of the plan's investment vehicles. The primary role of our Investment Consultants is to support all detailed investment related inquiries from our clients.	
H. Standard: Provide written proposal of services and draft a plan for ongoing participant communication utilizing internet educational resources. **Date:** Within 180 days of the initial transfer of assets. **Guarantee:** $500 for failure to provide proposal and draft plan within 180-days.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.4 Reports	
A. Standard: Provide written summary of Quarterly Reports (described in Sec 6.2). **Date:** Mailed within 30 days of quarter-end. **Guarantee:** $500 per failure to provide reports by specified date.	(✓)* Will meet ( ) Unable to meet ( ) Will exceed
* City of Stockton can access ad hoc reports within minutes through our plan sponsor website. Recognizing that it is often impossible to predict exactly what information may be needed for the administration of a plan, we have developed comprehensive ad hoc reporting capabilities to ensure the timely, quality delivery of information City of Stockton may require. City of Stockton can identify which period they want to review and analyze participants by status, years of service, age, etc. There are "standard" plan level reports immediately available via the plan sponsor website, such as financial summaries, investment publications and contribution history. City of Stockton can also create ad-hoc reports covering items such as participant-level reports, upcoming retirements and minimum distributions, and participant usage statistics. This data can be downloaded to an Excel spreadsheet for further manipulation	
B. Standard: Provide written draft proposal for recommended reports that will be available to the employer online (internet) including proposed access protocols. **Date:** Within 90 days of the initial transfer of assets. **Guarantee:** $500 for failure to provide written draft proposal within specified time.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
C. Standard: Provide written Plan / Participant Enhancement Services (as described in Section 6.5) to employer. **Date:** Annual summary at time of Investment Review. **Guarantee:** $1,000 per month for failure to provide report within specified time.	(✓) Will meet ( ) Unable to meet ( ) Will exceed

MassMutual will help build a healthy retirement plan for all of City of Stockton's employees. Our PlanSmart℠ Analysis* provides a consolidated view of City of Stockton's entire plan. With income replacement ratios as a key metric, the report shows the percentage of employees that are on track for a successful retirement. The report will allow us to develop a plan that helps more employees achieve a comfortable level of monthly income when they retire.

PERCENT OF PARTICIPANTS ON TRACK FOR RETIREMENT

The bar chart below compares the percentage of plan participants that are on track with their current strategies versus the percentage that could be on track if they adopt the suggested strategies. *

* Percent of participants on track to retire by age 67 and replace at least 75% of income during retirement. See page seven for assumptions.

PlanSmart analyzes the plan and provides estimates about how many of your employees will replace a significant level of their income in retirement. Through rigorous data analysis, City of Stockton can make better decisions for its plan and implement more effective strategies. PlanSmart allows us to find clearer paths to achieving plan health.

- Plan Health is calculated using Monte Carlo simulations that use historical asset class returns and correlations over 1,000 independent trials.
- Adequate income is defined as a participant's ability to replace 75% of their income at age 67 through the remainder of his/her life.
- Plan Health is calculated for each participant with the current investment strategy versus a suggested strategy.

A strategy to improve the City of Stockton plan's health may include plan design such as automatic enrollment, automatic deferral increase, or custom asset allocation tools. Our suite of tools also includes other services like online guidance and advice, an easy to use participant retirement readiness tool, and communication strategies that deploy our award-winning RetireSmart[SM] participant communication and education platform.

The RetireSmart[SM] Ready Tool performs the same calculations as the Plan Smart Analysis, for City of Stockton's employees on the participant website. This allows participants to plan for the future with personalized strategies. The participant statements and other materials also incorporate this information. These targeted materials will help City of Stockton's employees take the appropriate next step in retirement planning.

**Available to organizations using MassMutual's Automated Services*

D. Standard: Conduct training for employer-designated personnel on access to online reports and use of reporting capability. **Date:** Within 120 days of the initial transfer of assets. **Guarantee:** $500 for failure to provide training within specified time.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.5. Surveys	
A. Standard: Draft survey to employer for review. **Date:** Draft due within 120 days of initial assets transfers. **Guarantee:** $500 if failure to provide draft survey.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
B. Standard: Distribute survey to all plan participants. **Date:** Distribution within 30 after final draft is received from the employer. **Guarantee:** $500 if failure to mail within 30 days from the date agreed upon.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
C. Standard: Analyze survey results, provide executive summary and recommended actions. **Date:** Complete participant survey analysis within 60 days of survey deadline. **Guarantee:** $1,000 if the analysis and recommended actions are not received within the timeframe.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
D. Standard: In the event that the survey results are below standard, repeat the satisfaction survey at 6 month intervals until satisfactory standards are met. **Date:** At 6 month intervals if necessary. **Guarantee:** $1,000 if Executive Summary and Recommended Actions are not provided within timeframe(s).	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.6. Educational Services	
A. Standard: Provide training to all decision-makers and administrative staff on 404(c) ERISA requirements. **Date:** Within 180 days after the initial transfer of assets. **Guarantee:** $500 for failure to provide on-site training within timeframe.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
B. Standard: Propose and schedule on-site training sessions for decision-makers and administrative personnel. **Date:** Proposal within 180 days after the initial transfer of assets, and annually thereafter. **Guarantee:** $500 for failure to provide proposed training.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
C. Standard: Develop and schedule training for new Committee members and/or administrative staff. **Date:** Provide half-day on-site training for identified new personnel within 30 days of notification by the City. **Guarantee:** $500 for failure to provide training within specified timeframe.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
D. Standard: Provide mutually agreed upon number of group educational seminars to participants. **Date:** Within 90 days after initial assets transfers. **Guarantee:** $1,000 for failure to provide agreed-upon number of onsite seminars.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
E. Standard: After implementation, provide newsletters to plan participants regarding plan benefits / issues. **Date:** Quarterly. **Guarantee:** $100 penalty, each quarter for failure to provide quarterly newsletters.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
F. Standard: Provide representative on site for mutually agreed upon number of days per month to meet with plan participants. **Date:** No later than 20 days after initial assets transfers. **Guarantee:** $1,000 per year if agreed-upon number-of-days are not met.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
G. Standard: Provide a draft PowerPoint or other communication material for transition, specifically proposed for administrative staff to review, and present final communication for group meetings. **Date:** 30 days after initial assets transfers. **Guarantee:** $500 for initial failure to provide within 30 days after initial assets transfers and $500 per day thereafter.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
*City of Stockton's Communications Consultant is responsible for successfully designing and delivering an effective high-impact initial	

and ongoing communications program to City of Stockton's participants. The Communications Consultant will work with the plan sponsor, advisors and the Relationship Manager throughout the conversion and ongoing phases of the relationship to identify City of Stockton's unique communications and education needs. By leveraging our technology, the Communications Consultant is able to target, track, and measure the success of our communications programs to implement a strategy that most appropriately meets those needs. See our sample Campaign Calendar in the ***Appendix***.	
H. Standard: Draft communication to plan participants describing investment advice services. **Date:** Within 60 days of initial assets transfers. **Guarantee:** $500 for initial failure to provide within 60 days after initial assets transfers and $500 per day thereafter.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
*City of Stockton's Communications Consultant is responsible for successfully designing and delivering an effective high-impact initial and ongoing communications program to City of Stockton's participants. The Communications Consultant will work with the plan sponsor, advisors and the Relationship Manager throughout the conversion and ongoing phases of the relationship to identify City of Stockton's unique communications and education needs. By leveraging our technology, the Communications Consultant is able to target, track, and measure the success of our communications programs to implement a strategy that most appropriately meets those needs. See Exhibit 6 for our sample Campaign Calendar.	
I. Standard: Recommend, in writing, steps that the provider and employer may take to communicate and coordinate information on how participants can coordinate the benefits of a 457(b) savings plan with the City's defined benefit plan to access their retirement needs. **Date:** Within 180 days of fund transition. **Guarantee:** $1,000 for failure to provide a recommendation within specified time.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
* MassMutual will develop communication strategies that focus on highlighting the benefits of the Defined Benefit plan, while encouraging enrollment and deferral increases in the 457 plan.	
J. Standard: As necessary, provide one half-day session with the employer decision-making and administrative personnel to discuss mutually agreeable topics. **Date:** As necessary **Guarantee:** $250 if unable to meet with the employer with 30 days of request.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.7 Self Directed Brokerage Accounts	
A. Standard: Commit that all SDBA transfers will be completed in three (3) business days. **Date:** On-going **Guarantee:** $100 for each participant transfer that is not completed within three (3) business days.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
9.8. Miscellaneous Performance Standards / Guarantees	
A. Standard: Provide final Performance Standards / Guarantees online for participant access. **Date:** Implementation date and then 30 days thereafter, for any mutually agreed-upon revisions. **Guarantee:** $500 for each failure to provide web-ready document to employer.	( ) Will meet (✓) Unable to meet ( ) Will exceed
B. Standard: Provide agreed upon number of written copies of final Performance Standards / Guarantees to the employer for distribution. **Date:** Implementation date and then 30 days thereafter, any mutually agreed-upon revisions. **Guarantee:** $500 for each failure to provide specified number of copies of final agreed-upon Performance Standards / Guarantees.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
C. Standard: Provide annual written summary report of all Performance Standards / Guarantees by category and present the results to the Committee. Post the report as a web document for communication to plan participants. **Date:** 30 days after annual anniversary of initial assets transfers. **Guarantee:** $1,000 for failure to provide web-ready document within specified timeframe.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
D. Standard: Include in the annual report any modifications / enhancements to Performance Standards / Guarantees. **Date:** 30 days after annual anniversary of initial assets transfers. **Guarantee:** $1,000 for failure to provide a written annual report with updated Performance Standards / Guarantees.	(✓) Will meet ( ) Unable to meet ( ) Will exceed
E. Standard: Encrypt all laptops and remote computers carrying City participant information and provide immediate written reports on any compromised data. **Date:** Immediate notification of any data compromised (within 24 hours of provider knowledge of compromise). **Guarantee:** $100 for each participant whose information was compromised	(✓) Will meet ( ) Unable to meet ( ) Will exceed

EXHIBIT B: PLAN CONVERSION SERVICES

Mapping of Plan Assets: The Plan Sponsor directs MassMutual to map assets transferred from the Plan's existing investment structure to MassMutual's investment structure in accordance with the mapping described below. MassMutual will accept transferred assets from the prior recordkeeper on or after the effective date of this Agreement and after the execution of all required documents including this Agreement, the group annuity contract, and the trust document.

Current Investment Structure	MassMutual Investment Structure And Designation
Bank of the West	Guaranteed Interest Account(GIA)
Hartford General Account	Guaranteed Interest Account(GIA)
Vantage Trust PLUS Fund	Guaranteed Interest Account(GIA)
VT BoA (5 Year CD)	Guaranteed Interest Account(GIA)
Wells Fargo FDIC Savings	Guaranteed Interest Account(GIA)
Oppenheimer Global Strategic Inc	Loomis Sayles Bond Fund(MF-1275)
PIMCO Total Return	PIMCO Total Return Fund(MF-165)
PIMCO Real Return	PIMCO Total Return Fund(MF-165)
Vantagepoint Core Bond Index	Vanguard Total Bond Mrkt Index Fund(MF-1120)
Fidelity Advisor High Income Advantage	PIMCO Total Return Fund(MF-165)
American Century Equity Income	American Century Equity Income
Eaton Vance Large-Cap Value	American Century Equity Income
AllianzGI NFJ Dividend Value Admin	DFA US Small Cap Value Fund(MF-1370)
Columbia Diversified Equity Income	American Century Equity Income
American Funds Fundamental Invs	Hartford Capital Apprec HLS Fd(MF-2107)
Vanguard 500 Index	Vanguard Institutional Index Fund(MF-766)
Vantagepoint 500 Stock Index	Vanguard Institutional Index Fund(MF-766)
American Funds Growth Fund of Amer	Fidelity Contrafund(MF-WB)
Janus Forty	Fidelity Contrafund(MF-WB)
Fidelity Contrafund	Fidelity Contrafund(MF-WB)
Neuberger Berman Socially Rspns	Parnassus Equity Income Fund(MF-1607)
Artisan Mid Cap Value Investor	Artisan Mid Cap Value Fund(MF-2010)
Vanguard Mid Cap Index	Vanguard Mid Cap Index Fund(MF-2070)
Vantagepoint Mid/Small Company Index	Vanguard Mid Cap Index Fund(MF-2070)
Hartford Capital Appreciation HLS	Hartford Capital Apprec HLS Fd(MF-2107)
Hartford MidCap HLS	Hartford MidCap HLS Fund(MF-2131)
Harbor Mid Cap Growth	Hartford MidCap HLS Fund(MF-2131)
AllianzGI NFJ Small-Cap Value	DFA US Small Cap Value Fund(MF-1370)
Columbia Small Cap Value Fund	DFA US Small Cap Value Fund(MF-1370)
Lord Abbett Small Cap Value	Vanguard Small Cap Index Fund(MF-2065)
Vanguard Small Cap Index	Vanguard Small Cap Index Fund(MF-2065)
Invesco Small Cap Discovery	Invesco Small Cap Discovery
Royce Value Plus	Invesco Small Cap Discovery
American Funds Capital World G/I	American Fnds Cap Wld Gr and Inc Fd(MF-940)
Oppenheimer Developing Markets	Oppenheimer Developing Markets Fund(MF-CHW)
American Funds EuroPacific	Amer Funds EuroPacific Growth Fund(MF-1046)
Virtus Foreign Opportunities	Amer Funds EuroPacific Growth Fund(MF-1046)
Harbor International Adm	Amer Funds EuroPacific Growth Fund(MF-1046)
Fidelity Emerging Markets	Amer Funds EuroPacific Growth Fund(MF-1046)
Hartford Healthcare HLS	Hartford Healthcare
MFS Utilities	MFS Utilities Fund(MF-1929)
Columbia Seligman Comms & Info	Ivy Science and Technology Fund(MF-1273)
Columbia Seligman Comms & Info (OBRA Plan)	Guaranteed Interest Account(GIA)
Ivy Science & Technology	Ivy Science and Technology Fund(MF-1273)
Invesco Real Estate	Invesco Real Estate Fund(MF-2092)
Cohen & Steers Realty	Invesco Real Estate Fund(MF-2092)
Oakmark Equity & Income II	Oakmark Equity & Income Fund(MF-VA)
T. Rowe Price Retirement 2010	Vanguard Target Retirement Incm Fd(MF-618)
T. Rowe Price Retirement 2020 Adv	Vanguard Target Retirement 2020 Fd(MF-622)
T. Rowe Price Retirement 2030	Vanguard Target Retirement 2030 Fd(MF-624)
T. Rowe Price Retirement 2040	Vanguard Target Retirement 2040 Fd(MF-626)
T. Rowe Price Retirement Income Adv	Vanguard Target Retirement Incm Fd(MF-618)
T. Rowe Price Capital Appreciation	Oakmark Equity & Income Fund(MF-VA)
Vantagepoint Milestone 2010	Vanguard Target Retirement Incm Fd(MF-618)
Vantagepoint Milestone 2020	Vanguard Target Retirement 2020 Fd(MF-622)
Vantagepoint Milestone 2030	Vanguard Target Retirement 2030 Fd(MF-624)

Vantagepoint Milestone 2040	Vanguard Target Retirement 2040 Fd(MF-626)
Vantagepoint Milestone 2050	Vanguard Target Retirement 2040 Fd(MF-626)
Vantagepoint Milestone Retire Inc	Vanguard Target Retirement Incm Fd(MF-618)

Investment at the Plan Level. Assets will be invested at the plan level upon receipt by MassMutual of both the transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual in good order. The transferred assets will be invested in accordance with the following:

- The transferred assets and the plan records showing the balance for each existing investment and the total amount transferred to MassMutual must be received in good order prior to the close of the New York Stock Exchange (usually 4:00 pm Eastern Time), to ensure that such transferred assets are invested in accordance with the Mapping of Plan Assets described above and valued as of that business day.

- If the transferred assets are received in good order prior to the close of the New York Stock Exchange, but the plan records showing the balance for each existing investment and the total amount transferred to MassMutual are not received in good order until after the close of the New York Stock Exchange on that same day, MassMutual will make a reasonable effort to invest the transferred assets in accordance with the Mapping of Plan Assets as of that business day. However, if MassMutual is unable to invest the transferred assets in accordance with the Mapping of Plan Assets on day of receipt, the transferred assets will be invested in accordance with the Mapping of Plan Assets on the next business day immediately following the day of receipt. In the interim, the transferred assets will be invested in the Plan Default Investment Option.

- If the transferred assets are not received in good order until after the close of the New York Stock Exchange, the transferred assets will be invested in the Plan Default Investment Option as of the next business day and will not be invested in accordance with the Mapping of Plan Assets until the business day all required information necessary to invest the transferred assets is received as described above.

Allocation of Assets at Participant Level: Before assets can be allocated at the participant level, MassMutual must receive in an electronic format, and in good order, from the prior recordkeeper, indicative participant data and investment elections in whole percentages. The allocation of investments at the participant level will generally be accomplished within five business days after the receipt by MassMutual of the electronic indicative participant data and investment elections in good order.

Investment of Future Contributions: Participants will not complete enrollment forms as future contributions will be invested according to the existing elections provided by the prior recordkeeper. Any assets subject to Plan Sponsor selection rights as elected in Exhibit C will be allocated to the investment option(s) selected by the Plan Sponsor in the percentages selected by the Plan Sponsor.

Reliance on Information: During the process of converting the Plan to MassMutual's systems, MassMutual must rely upon information provided by the prior recordkeeper, including the summarizing and reconciling of account balances with plan assets, reports of plan activity, the annual report (Form 5500) and other information, as required by MassMutual. MassMutual is not responsible for any expense or loss that arises from inaccurate or incomplete records provided by the prior recordkeeper.

Existing Matters: The Plan Sponsor warrants that it has notified MassMutual of existing matters regarding the Plan of a material nature including, but not limited to, recent or pending plan examinations conducted by the Internal Revenue Service or the U. S. Department of Labor; legal claims asserted against the Plan or the Plan Sponsor by a participant or other party; or a “prohibited transaction" as defined by section 406 of The Employee Retirement Income Security Act. MassMutual has no responsibility for pending claims or losses in existence on the date this Agreement is executed.

EXHIBIT C: PLAN INVESTMENTS

Plan Investment Options: The Plan Sponsor has selected the following Investment Options:

Fund or other Investment Account and Designation	Ticker	Cusip	Plan Default Investment Option*
Oakmark Equity & Income Fund (MF-VA)	OAKBX	413838400	☐
Loomis Sayles Bond Fund (MF-1275)	LSBDX	543495840	☐
PIMCO Total Return Fund (MF-165)	PTTRX	693390700	☐
Vanguard Target Retirement 2030 Fd (MF-624)	VTHRX	92202E888	☐
Parnassus Equity Income Fund (MF-1607)	PRILX	701769408	☐
Vanguard Institutional Index Fund (MF-766)	VINIX	922040100	☐
Artisan Mid Cap Value Fund (MF-2010)	APHQX	04314H774	☐
DFA US Small Cap Value Fund (MF-1370)	DFSVX	233203819	☐
Amer Funds EuroPacific Growth Fund (MF-1046)	RERGX	298706821	☐
American Fnds Cap Wld Gr and Inc Fd (MF-940)	RWIGX	140543810	☐
MFS Utilities Fund (MF-1929)	MMUKX	552986598	☐
Ivy Science and Technology Fund (MF-1273)	ISTIX	466001807	☐
Invesco Real Estate Fund (MF-2092)	IARFX	001421585	☐
Guaranteed Interest Account (GIA)	N/A	N/A	☐
Premier Money Market Fd (Babson) (MF-G)	MKSXX	57629E209	☑
Hartford Capital Apprec HLS Fd (MF-2107)	HIACX	416528107	☐
Fidelity Contrafund (MF-WB)	FCNTX	316071109	☐
Vanguard Total Bond Mrkt Index Fund (MF-1120)	VBTSX	921937868	☐
Hartford MidCap HLS Fund (MF-2131)	HIMCX	416528701	☐
Vanguard Total Intl Stock Index Fd (MF-1516)	VGTSX	921909602	☐
Vanguard Target Retirement 2020 Fd (MF-622)	VTWNX	92202E805	☐
Vanguard Target Retirement Incm Fd (MF-618)	VTINX	92202E102	☐
Vanguard Target Retirement 2040 Fd (MF-626)	VFORX	92202E870	☐
Hartford Healthcare	HIAHX	416528719	☐
Invesco Small Cap Discovery	VFSCX	00142J149	☐
American Century Equity Income	AEUDX	025076373	☐
Vanguard Mid Cap Index Fund (MF-2070)	VIMAX	922908645	☐
Vanguard Small Cap Index Fund (MF-2065)	VSMAX	922908686	☐
Oppenheimer Developing Markets Fund (MF-CHW)	ODVIX	683974604	☐

*This is the Plan Default Investment Option and is not available as a participant investment option.

Trusteed Fixed Interest Option: The Separate Account Guaranteed Interest Contract (or SAGIC), Guaranteed Interest Account (or GIA), and Capital Preservation Account investment options (each a "Fixed Interest Option") are offered through a MassMutual group annuity contract (the "Contract"). To the extent a Fixed Interest Option is held in a unitized trust as part of MassMutual's registered product, then all deposits to, or withdrawals from, the Fixed Interest Option are first processed through the plan's trust as of the close of the Business Day on which the transaction is requested (the "Trade Date") and are simultaneously reflected in participants' accounts. The corresponding deposit to, or withdrawal from, the Fixed Interest Option Contract, however, does not occur until the close of business on the first business day following the Trade Date ("Trade Date +1"). As a result, when there is a net deposit, participants' accounts are credited with units in the Fixed Interest Option trust on Trade Date but cash is held in the trust until the end of Trade Date +1 and, therefore, the trust does not earn the Fixed Interest Option contractual credited rate for that one day. Because the trust does not begin to receive earnings based on the credited rate from the Fixed Interest Option Contract until the end of Trade Date +1, during Trade Date +1 the interest rate received by participants invested in the trust is less than the Fixed Interest Option contractual credited rate. Conversely, when there is a net withdrawal from the Fixed Interest Option, the accounts of participants are reduced by the amount of the withdrawal at the end of the Trade Date but there is a one day delay in the withdrawal from the Fixed Interest Option Contract. This means the trust receives an extra day of earnings at the Fixed Interest Option contractual credited rate, causing the interest rate received by participants invested in the trust on Trade Date + 1 to be higher than the credited rate under the Fixed Interest Option Contract.

Participant Default Investment Option: If MassMutual isn't otherwise provided with investment direction with respect to a participant's account, either from the Plan Sponsor or the participant, the Plan Sponsor directs MassMutual to invest all amounts contributed on the participant's behalf, in the Guaranteed Interest Account (GIA).

Plan Default Investment Option: MassMutual will allocate contributions to participants' accounts according to allocation instructions received in good order from the Plan Sponsor. Unallocated contributions will be invested in the Plans Default Investment Option from the date the contribution is received until the contribution is allocated.

Unallocated Suspense Account: Any Plan assets to be held in an unallocated suspense account under the Plan, including but not limited to forfeitures, will be invested in the Premier Money Market Fd (Babson)(MF-G) designated by the Plan Sponsor.

Investment Direction

MassMutual will maintain a distinct Account for each participant to reflect the participant's entire interest under the Plan. The participant's Account will be composed of distinct sub-Accounts if different forms of contributions have been made by or for a participant in accordance with the terms of the Plan. Other sub-Accounts may also be established as the Plan Sponsor deems necessary for the proper administration of the Plan. Except to the extent elected otherwise below, each participant is responsible for directing the investment of their Account and the same investment direction will apply to all the sub-Accounts that make up the participant's Account.

☐ Notwithstanding the above, the Plan Sponsor or their designee is responsible for providing investment direction with respect to the following sub-Account(s) (the participants will be responsible for directing the investment of any sub-Accounts not selected below.):

- ☐ All sub-Accounts
- ☐ Salary Deferral (including Roth Deferrals)
- ☐ Match (including QMAC and Safe Harbor Matching Contributions)
- ☐ Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
- ☐ All Employee Contributions
- ☐ All Employer Contributions
- ☐ Rollover
- ☐ After-Tax

☐ Notwithstanding the above, a participant may provide separate investment direction with respect to the following sub-Account(s):

- ☐ Salary Deferral (including Roth Deferrals)
- ☐ Match (including QMAC and Safe Harbor Matching Contributions)
- ☐ Employer Non-Elective (including QNEC and Safe Harbor Non-Elective Contributions)
- ☐ All Employee Contributions
- ☐ All Employer Contributions
- ☐ Rollover
- ☐ After-Tax

SIA Commodity Pool Operator Notice: MassMutual has claimed an exclusion from the definition of the term "Commodity Pool Operator" under the Commodity Exchange Act (the "CEA") with respect to all of its Separate Investment Accounts ("SIAs") and, therefore, with respect to such SIAs is not subject to registration or regulation as a Commodity Pool Operator under the CEA

MassMutual's Role: MassMutual has no discretion with regard to the selection or monitoring of the Plan's Investment Options. MassMutual's role is limited to carrying out the investment instructions of the Plan Sponsor and participants. MassMutual, or its affiliates, may serve as the investment manager to registered investment companies or other investment vehicles offered as investment options under the Plan. However, MassMutual does not act as an investment advisor to the Plan. From time to time, MassMutual may provide informational materials regarding the Plan's investment options to the Plan Sponsor or to participants. Such material is informational or educational in nature and does not constitute investment advice.

EXHIBIT D: FEES

Except as otherwise provided in the Agreement, expenses will be determined and deducted monthly as of a date determined by MassMutual.

Annual Asset Charge: An asset charge at an effective annual rate of 0.13% will be applied to all assets of the Plan as described in Exhibit C Plan Investments, provided that no charge will be applied to assets, if any, invested in a Self-Directed Brokerage Account, a Company Stock Account or a third-party component of a blended stable value investment option.

The above charges are paid by the Participant and applies only to assets in the City of Stockton Deferred Compensation Plan and City of Stockton 401(a) Plan.

Participant Activity Services:

Service	Fee	Fee Paid By
Disbursement Charge	**Standard Fee:** $40 **Actual Fee:** $0	Not Applicable
Return of Excess Charge:	**Standard Fee:** $40 **Actual Fee:** $0	Not Applicable
Overnight Mailing of Check, if requested	$20	Participant
Reprocessing (adjustment)	**Standard Fee:** $75 per occurrence, additional fee may apply **Actual Fee:** $0	Not Applicable
Loan Initiation Charge	**Standard Fee:** $125 **Actual Fee:** $0	Not Applicable
Refinanced Loan Charge	**Standard Fee:** $125 **Actual Fee:** $0	Not Applicable
Residential Loan Charge	**Standard Fee:** $125 **Actual Fee:** $0	Not Applicable
Installment Payment Setup Charge	**Standard Fee:** $100 **Actual Fee:** $0	Not Applicable
Annuity Payment Setup Charge	**Standard Fee:** $175 **Actual Fee:** $0*	Not Applicable

* The purchase price of an annuity will include an additional cost not to exceed 2% of the annuity to cover acquisition costs and state premium tax, if applicable.

Special and Optional Charges:

Service	Fee	Fee Paid By
Contributions submitted other than Debit ACH	**Standard Fee:** $1,200 per Subscriber, charged annually **Actual Fee:** $0	Not Applicable
Self-Directed Brokerage Account	**Standard Fee:** $100 annual charge per Participant, plus trading costs **Actual Fee:** $25*	Participant
Participant Address Searches	**Standard Fee**: $3.00 per address, additional fees may apply. **Actual Fee:** $0	Not Applicable
Contract Liquidation Estimate Charges	$125 per estimate of the liquidation value of the "Stable Value Option" in excess of one estimate per calendar month	Plan Sponsor
Plan Amendment	**Standard Fee:** Prototype $300; Volume Submitter $500, 403(b) and 457(b) Plans $300, charges may vary based on complexity **Actual Fee:** $0	Not Applicable
Loan Policy Amendment	**Standard Fee:** $100, charges may vary based on complexity **Actual Fee:** $0	Not Applicable
Restatements	**Standard Fee:** Prototype $1,750; Volume Submitter $3,500, charges may vary based on complexity **Actual Fee:** $0	Not Applicable
Regulatory Amendments – Prototype and	**Standard Fee:** $100	Not Applicable

*Non-Standard Language

Volume Submitter Plans	**Actual Fee:** $0	
Contract Amendments initiated by the Sponsor - Additional fee may be assessed based on complexity or non-standard language	**Standard Fee:** $300 **Actual Fee:** $0	Not Applicable

The above services are provided within this Agreement. Any additional requested services and fees must be agreed upon by the Sponsor and MassMutual.

Additional Service Charges: Fee quoted for services upon request
• Payroll conversions, data feeds, corrections
• Non-standard data input, error corrections, special calculations
• Account adjustments
• Additional contract liquidation services can be found in the Plan Administration Guide
• Contribution and allocation services
• Repeated lapse calculation estimates and monitoring
• Plan Reviews including but not limited to Plan design illustrations
• IRS/DOL Corrective Programs
• Participant Notices
• Expenses for Sponsor requested mailings

Except as otherwise provided in the Agreement, expenses will be determined and deducted monthly as of a date determined by MassMutual.

EXHIBIT E: COMPENSATION PAID BY MASSMUTUAL

Agents Benefits: MassMutual insurance agents may also be eligible for certain cash and non-cash benefits from MassMutual in addition to commissions. Additional cash compensation includes bonuses and allowances based on factors such as sales, productivity and persistency. Non-cash compensation includes various recognition items such as prizes and awards as well as payment of the cost associated with attendance at conferences, seminars and recognition trips. Sales of this MassMutual product may help these agents and their supervisors qualify for such benefits.

Subcontracting: MassMutual may make payments to intermediaries under sub-contracting services agreements for certain plan administrative services that MassMutual would otherwise provide, such as assistance with enrollment meetings, or to deliver marketing and sales assistance services to MassMutual.

Override Payments: MassMutual may make override payments to sales and/or servicing organizations to defray a portion of the organization's cost of maintaining its sales and servicing representatives. Not all sales and servicing organizations receive override payments. If MassMutual makes a payment, it is typically based on a percentage of the aggregate value of plan assets held in MassMutual products that were sold, or are serviced, by the organization's representatives. The level of these payments to eligible organizations varies.

Sponsorship Payments: MassMutual may make sponsorship payments to intermediaries for, among other things, training of sales personnel, conference support, marketing or other services they provide to promote awareness of MassMutual's products. Not all intermediaries receive marketing support payments and the level of these flat dollar payments to intermediaries varies. The largest payment to any intermediary during the last calendar year was approximately $500,000. Also, MassMutual has a variety of arrangements with intermediaries that are not directly related to the sale of MassMutual products to your plan. For example, MassMutual provides cash and non-cash benefits to intermediaries in consideration of their overall efforts selling MassMutual's products, such as prizes, awards, gifts, entertainment and charitable contributions. MassMutual may also reimburse intermediaries for certain expenses, such as the cost of promotional items or expenses associated with meetings, conferences, seminars, and recognition trips. An intermediary may receive compensation for selling other MassMutual products and MassMutual might purchase goods or services from intermediaries or their affiliates, such as educational seminars and training or pricing services. When a participant in a retirement plan funded by a MassMutual product leaves the plan and transfers the participant's beneficial interest into a MassMutual-affiliated rollover IRA, MassMutual may compensate the intermediary.

No Additional Charges: Any compensation paid under the arrangements listed above is paid from MassMutual's assets and will not result in any additional direct charges to you. If one or more of the above compensation arrangements are provided, such compensation arrangement may provide an intermediary with a financial incentive to recommend a MassMutual product over other available products whose issuers do not provide such compensation or which provide lower levels of compensation. Your intermediary can tell you whether his or her organization has entered into any such agreements with MassMutual. You may want to take such compensation arrangements into account when evaluating any recommendations regarding this MassMutual product. Applicable compensation is reported to you annually on the Form 5500.

EXHIBIT F: MASSMUTUAL RETIREMENT SERVICES FLOAT POLICY

MMRS' procedure for processing Plan contributions provides for prompt investment of funds according to contract obligations. When a contribution is received in good order before the cut-off time (normally 4:00 p.m. Eastern Time) on a Business Day, contributions are valued at the Net Asset Value ("NAV") as of the end of that Business Day. A contribution is received in "good order" when a contribution is accompanied by usable and complete data, and available funds equal to the total amount shown in the data. "Business day" is defined as each business day that the New York Stock Exchange is open for business. It is MMRS' goal to minimize the generation of Float by handling transactions as soon as possible in accordance with contract obligations. Notwithstanding this policy, amounts held pending investment may generate Float.

Float may arise in connection with various deposits such as plan contributions, loan repayments and expense payments ("contributions"), including funds received by wire or electronic funds transfer ("EFT"). Float is generally not earned on contributions processed via check, unless the funds are available immediately. When a contribution is received, funds are invested in overnight investments pending execution of investment directions. Funds may be invested in the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3-month average of the 13-week Treasury-bill rates. When funds are withdrawn at the start of the following business day in order to be invested according to investment instructions, MMRS retains the Float, or interest, as part of its compensation. Contributions made by wire that are not in good order may earn additional Float until good order is obtained.

It is the policy of MMRS to process distributions and the corresponding withdrawals from investments as soon as possible. Notwithstanding this policy, Float may arise in connection with distributions, including those that are made by check or by EFT.

There is generally no Float generated in connection with account distributions made by wire transfer. MMRS issues a disbursement and directs the providers of Plan investment options to transfer the funds to MMRS in an amount sufficient to satisfy the distribution request. On the date that the disbursement is issued, the funds are withdrawn from the investment options and are invested in one of the following types of overnight investments: (1) institutional money market account, which earns institutional money market rates; (2) passive overnight bank sweep, which is credited with overnight bank deposit rates; or (3) corporate checking account, which is credited at a rate that is set by the bank, currently 90% of the 3–month average of the 13 week Treasury-bill rates. MMRS accrues any Float, or interest, that is earned on the funds from the time the disbursement is issued until such time as the disbursement is deposited or cashed as part of its compensation. Generally, in the case of a disbursement issued by check, if the check is not deposited or cashed after six months, the funds are returned to the plan as abandoned property.

EXHIBIT G – PLAN EXPENSE REIMBURSEMENT ACCOUNT

Plan Administrative Expense Reimbursement: MassMutual agrees to reimburse plan administrative expenses as follows:

Out of Reimbursement Credit: As directed by the Trustee/Custodian, Plan fiduciary or Plan Sponsor, MassMutual agrees to either reimburse the Plan, Plan fiduciary or Plan Sponsor or pay on behalf of the Plan reasonable plan administrative expenses, including any registered investment adviser fees incurred by the Plan pursuant to the terms of a written agreement with the registered investment adviser, an amount as described below:

The reimbursement credit will be an amount equal to $102,300 annually, adjusted each calendar year for increases in the Consumer Price Index, beginning with the 2015 calendar year. Each calendar quarter, MassMutual will calculate the reimbursement credit for such period by multiplying the value of the annual reimbursement credit as of the last business day of the calendar quarter by 1/4.

MassMutual will make the reimbursement payments to the Plan on or before the 15th of the month following the end of each calendar quarter. Annually, the Plan fiduciary or Plan Sponsor will provide written certification to MassMutual that the plan has incurred previously unreimbursed administration expenses that equal or exceed the amounts received from MassMutual. In the event that expenses were less than the amount received, the overpayment will be corrected. If the Plan fiduciary or Plan Sponsor does not provide such written certification to MassMutual by June 30th of a given calendar year, MassMutual will not process reimbursement payments for the remainder of that calendar year until such written certification is provided to MassMutual.

The Plan Sponsor directs the reimbursement credit will be allocated to the City of Stockton Deferred Compensation Plan and the City of Stockton 401(a) Plan on the following basis: pro-rated based on the plan assets in the City of Stockton Deferred Compensation Plan and the City of Stockton 401(a) Plan.*

If the effective date of this Plan Expense Reimbursement Account Agreement does not coincide with the first day of the first quarterly calculation period, the first quarterly credit will be prorated accordingly. In the event that MassMutual reasonably determines that the making of a reimbursement payment could result in the violation, constructive or otherwise, of any law, regulation, or ruling made by a court or regulatory body MassMutual will reduce the amount of the reimbursement credit to the extent necessary to avoid such violation.

Out of Plan Assets: In addition to the payments out of reimbursement credits described above, at the direction of the Trustee/Custodian, Plan fiduciary or Plan Sponsor, MassMutual will process the payment of plan administrative expenses from the assets of the Plan.

In General: Whether the payment is made out of reimbursement credits or plan assets, in making any such direction, the person signing this agreement represents: (1) that the reimbursement or payment represents reasonable compensation payable for services necessary for the establishment or operation of the Plan (2) the terms of the Plan permit the payment of such amounts from the Plan's assets; and (3) that the amounts would otherwise be deducted from participant's accounts.

EXHIBIT H: APPROVAL SERVICES
PLAN SPONSOR DIRECTION

The Plan Sponsor hereby directs MassMutual to process the transactions described below pursuant to the procedures outlined in the Plan Administrator's Guide or which are provided to the plan sponsor for review. MassMutual has no discretion with regard to processing these transactions, and there will be no deviation from these procedures without the Plan Sponsor's written direction. MassMutual may subcontract certain aspects of these approval services to other vendors.

Service	Fee	Fee Paid By
Residential Loans: • Review Loan Application • Apply IRS Limits • Prepare and Mail Check. • ACH Option for Terminated Participants	Not Applicable	Not Applicable
Hardships Withdrawals: Review Withdrawal Request • Apply Safe Harbor Rules	$0 per approval request, plus disbursement charge	Not Applicable
		Plan Sponsor
Domestic Relations Orders: • Determine that order satisfies IRS Requirement for a Qualified Domestic Relations Order	$0 per approval request, plus disbursement charge	Not Applicable
		Plan Sponsor
In Service Withdrawal	Not Applicable	Not Applicable
Rollover: The Plan will accept eligible rollover distributions from: (Check all that apply.) ☑ a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions. ☐ a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions. ☑ a plan described in Code Section 403(a) (an annuity plan), excluding after-tax employee contributions. ☐ a plan described in Code Section 403(a) (an annuity plan), including after-tax employee contributions. ☑ a plan described in Code Section 403(b) (a tax-sheltered annuity), excluding after-tax employee contributions. ☐ a plan described in Code Section 403(b) (a tax-sheltered annuity), including after-tax employee contributions. ☑ if the Plan permits Roth Elective Deferrals, a Roth elective deferral account from (select all that apply): 1. ☑ a qualified plan described in Code Section 401(a). 2. ☑ a plan described in Code Section 403(b) (a tax-sheltered annuity). ☑ an eligible plan described in Code Section 457(b) (a deferred compensation plan) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. ☑ a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two	Not Applicable	Not Applicable

years.		
Unforeseen Emergency Withdrawal*	$0	Not Applicable

EXHIBIT I: AUTOMATED SERVICES CONVERSION AUTHORIZATION

Contract #: 061361
Contract Name: City of Stockton
Plan #'s: ☑ All plans ☐ Affects these plans only: _____
Subscriber #'s: ☑ All subscribers ☐ Affects these subscribers only: _____

Automated Services Information

The Automated Services elected in Exhibit A are subject to the following:

Data Submittal to MassMutual:

☐ Data Entry via the Sponsor Website
☐ Contribution File Only
☑ Electronic File Submittal ☑ Contribution ☑ Demographic ☑ Compensation

Data Integrity:
By signing this authorization my organization is committed to providing accurate data to Mass Mutual on a timely basis. I understand that data integrity is critical and we will continually work with our payroll department and/or vendor to provide accurate data and resolve data issues.

Hours for vesting: If the plan requires hours for vesting purposes, I understand my organization is solely responsible for providing the data that will be used for all employees.

Hours for eligibility purposes: If the plan requires hours for eligibility purposes, I understand my organization is solely responsible for providing the data that will be used for all employees.

EXHIBIT J: NOT APPLICABLE – EXHIBIT REMOVED

EXHIBIT K: FEE ROADMAP

Understanding fees is a necessary step in assessing whether or not they are reasonable compensation for the services associated with them. The types of fees described below may be associated with one or more service(s) related to your plan.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
12b-1 Fee	These are fees that we may be paid pursuant to an agreement with the investment advisors or distributors of mutual funds other than the plan's MassMutual Premier and Select investment options that are offered either directly or through separate investment accounts on our investment platform. They can be paid for providing services in connection with the distribution and marketing of the mutual fund, including fees paid for marketing and selling fund shares, such as compensating brokers and others who sell fund shares, and paying for advertising, the printing and mailing of prospectuses to new investors, and the printing and mailing of sales literature. They also can be paid for providing shareholder services to the mutual fund investors, which include responding to investor inquiries and providing investors with information about their investments. Whether paid for distribution or shareholder services, 12b-1 fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue. 12b-1 fees reduce the mutual fund's NAV.	Proposal/Services Agreement/ Prospectus[4]/ Cost and Revenue Disclosure
Administrative Fees	Fees associated with administration of the plan's MassMutual Premier and Select investment options, including enrollment in and distribution from the investment option, transaction processing, and preparation and mailing of account statements and certain required notices. Administrative fees are included in a mutual fund's expense ratio.	Prospectus/Statement of Additional Information/ Cost and Revenue Disclosure
Asset charge	The asset charge is calculated based on plan assets and may be paid by the plan sponsor or deducted from participants' accounts or plan assets on a periodic basis.	Group Annuity Contract/ Proposal/ Services Agreement/ Cost and Revenue Disclosure
Distribution Processing Fee	Fee for all aspects of processing withdrawals, loans, QDROs, RMDs, or other distributions, including payments, taxation and reporting. It is either paid by the Plan Sponsor or deducted from participants' accounts or from plan assets.	Proposal/Services Agreement/Plan Administrator's Guide
Fee for Investor Services	These are fees that we may be paid pursuant to an agreement with a fund's investment advisor with respect to either mutual funds other than the plan's MassMutual Premier and Select investment options or bank collective trust funds that are offered either directly or through separate investment accounts on our investment platform. They are often paid by the fund's investment advisor from its revenue. MassMutual provides services to investors in mutual funds and bank collective trust funds, which include responding to investor inquiries and providing investors with information about their investments, that would otherwise be performed by the fund's investment advisor in a retail fund context. Fees for investor services are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.	Proposal/ Prospectus/ Cost and Revenue Disclosure

[4] MassMutual has provided, or made available electronically, disclosure materials, including prospectuses and statements of additional information, provided by issuers of the plan's designated investment alternatives (or the mutual funds or bank collective trust funds underlying the plan's separate investment account investment alternatives). MassMutual makes no representations as to the completeness or accuracy of such materials provided by nonaffiliated issuers.

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Flat Dollar Fee	This flat fee may be paid by the Plan Sponsor or deducted from plan assets on a periodic basis.	Expense Disclosure/ Services Agreement/ Cost and Revenue Disclosure
Float	Float is generated from the overnight investment of assets and may arise in connection with deposits such as plan contributions, loan repayments and expense payments. Float may also arise in connection with distributions.	Services Agreement/ Float Disclosure
MassMutual Retirement Services (MMRS) General Investment Account investment option revenue	We offer two general classes of general account investment options. The first class of general account investment options falls into the category of guaranteed benefit policies. If your plan has a guaranteed benefit policy, then your plan is provided a guaranteed rate of interest on deposits held for a specified period of time. We commit to return the principal and the promised interest regardless of either the expenses we incur in investing the assets within our general account or the actual return on those assets (although a market value adjustment will apply to certain employer-initiated distributions). Given the nature of these investment options, there is no guarantee that we will receive a pre-set level of revenue, as we do in connection with a mutual fund advisory fee. Although we retain the difference, if any, between the guaranteed rate of interest and the investment return we actually earn on the deposits in our general account (net of expenses), this is not an additional expense to the plan. The second class of general account investment options falls into the category of transition policies. You will know you own a transition policy rather than a guaranteed benefit policy because of the annual transition policy notice you receive from MassMutual. If your plan has a transition policy, your plan is provided a rate of interest on deposits held for a specified period of time based on the actual earnings rate of that plan's interest in MassMutual's general account less a fee and risk charge of 140 basis points. Transition policies are subject to a floor rate of 0%, although a market value adjustment will apply to certain employer-initiated distributions. Under these products, the interest we credit is on an investment year methodology, with interest accrued throughout the year based on estimates of investment return net of investment expenses. Shortly after year end interest is trued up based on actual results.	Group Annuity Contract/Proposal/ Services Agreement/ Cost and Revenue Disclosure
Non-Active-Employee Participant Fee	Fee associated with all aspects of providing direct administration of plan services to non-active-employee participants. The total revenue received by MassMutual is based on the number of participants who are not active employees (including but not limited to beneficiaries, alternate payees, terminated employees and retirees) and have a vested account balance ("non-active-employee participants"). The number of non-active-employee participants is disclosed on MassMutual's plan sponsor website. The fee may be deducted from the accounts of the non-active-employee participants on a periodic basis.	Proposal/Services Agreement/Cost and Revenue Disclosure
Investment Management Fee	Investment management fees, or "annual expense ratio," are paid directly out of the assets of the investment option to the investment advisor for managing the investment portfolio. With respect to the MassMutual Premier and Select Funds, we receive these fees in our capacity as investment advisor to these funds and they are included in a mutual fund's expense ratio.	Prospectus/Cost and Revenue Disclosure
Optional Services' Fees	These are fees that we may be paid if you elect to receive any of the optional services described in the Services overview. These fees may be paid by the Plan Sponsor or deducted from participants' accounts or from plan assets	Services Agreement/ Plan Administrator's Guide/ ERISA Advisory Services Fee Guide
Other Investment Fees	Other investment fees (for example: account maintenance fees, or "annual expense ratio") are any expenses incurred by the investment option that are not included in any other investment-related Compensation/Fee categories. Other investment fees may include custodial, legal, accounting, transfer agent as well as shareholder service expenses paid outside of a mutual fund's 12b-1 arrangement. Other investment fees are included in a mutual fund's expense ratio.	Prospectus/ Annual Report/ Cost and Revenue Disclosure

<table>
<tr><th>Revenue/Fees Received by MassMutual</th><th>Description of Revenue/Fees Received</th><th>Sponsor Disclosure</th></tr>
<tr><td>Per Participant Fee</td><td>The participant charge is based on the number of participants and may be paid by the Plan Sponsor or deducted from participant's accounts or from plan assets on a periodic basis.</td><td>Proposal/Services Agreement/Cost and Revenue Disclosure</td></tr>
<tr><td>Securities Lending Fees</td><td>These are fees that may be received by advisors to investment funds if they lend portfolio securities to broker-dealers or other institutional borrowers. Loaned securities are secured by collateral in the form of cash, cash equivalents (such as money market instruments) or other liquid securities in an amount at least equal to the market value of the securities loaned. The advisor invests the collateral and retains a portion of the earnings from the invested collateral. Accordingly, while the earnings on the investment of the collateral are additional revenue to the advisor, they are not an additional cost to the plan that invests in the fund. Currently we do not lend our portfolio securities.</td><td>Prospectus (or other offering document)/ Statement of Additional Information</td></tr>
<tr><td>Self-Directed Brokerage Account (SDBA) Fees</td><td>Self-Directed Brokerage Accounts: If your plan provides for a self-directed brokerage account option ("SDBA") from Charles Schwab & Co., Inc. (the "SDBA Broker-Dealer Firm"), we will receive fees and payments from that SDBA Broker-Dealer Firm for processing and recordkeeping services provided by us.

We generally receive payments at the rates described below from the SDBA Broker-Dealer Firm:
<table>
<tr><th>Participant Account Balance</th><th>Plan Expense Payment Percentage</th></tr>
<tr><td>$25,000 or less</td><td>0% of SDBA Broker-Dealer Firm Revenue</td></tr>
<tr><td>Over $25,000 through $50,000</td><td>5% of SDBA Broker-Dealer Firm Revenue</td></tr>
<tr><td>Over $50,000 through $100,000</td><td>10% of SDBA Broker-Dealer Firm Revenue</td></tr>
<tr><td>Over $100,000</td><td>15% of SDBA Broker-Dealer Firm Revenue</td></tr>
</table>
For purposes of the calculation, "SDBA Broker-Dealer Firm Revenue" generally consist of transaction fees and commissions received by the SDBA Broker-Dealer Firm on account of trades of securities, including mutual funds, payments received by the SDBA Broker-Dealer Firm from fund complexes in connection with fee based programs, and fees paid to the SDBA Broker-Dealer Firm from assets invested in its own family of proprietary mutual funds. Based on 2012 reports, we estimate we received $21,659 for these services in 2012, representing an average of 3 basis points (0.03%) of plan assets for all plans that used the SDBA service. This estimate is determined by dividing total SDBA Broker-Dealer Firm Revenue by all SDBA assets for the year.</td><td></td></tr>
<tr><td>Soft Dollar Compensation</td><td>Research or other products or services, other than trade execution, provided by brokers or a third party to the investment advisor or subadvisor (if applicable) in connection with securities transactions. For those funds that use soft dollars, the benefit of such brokerage and research services accrues to the applicable fund(s). With respect to the MassMutual Premier and Select Funds, each Fund's subadvisor receives any applicable soft dollar compensation. The subadvisors to the Premier Funds are MassMutual affiliates.</td><td>Statement of Additional Information/ 120 Day Mailing</td></tr>
<tr><td>Sub-Transfer Agent (Sub-TA) Fees</td><td>These are fees we are paid pursuant to an agreement with the transfer agent of non-proprietary mutual funds that are offered on our investment platform and represent compensation we receive for providing mutual fund shareholder accounting services. Transfer agents track and record who owns how many of a mutual fund's shares. For retirement plans, the plan's recordkeeper often performs these functions instead of the transfer agent and is thus considered a sub-transfer agent and is eligible for compensation, which is a form of revenue sharing. Sub-TA fees are a form of revenue sharing when they are paid to us and are disclosed as Administrative Services Revenue.</td><td>Proposal/Cost and Revenue Disclosure</td></tr>
</table>

Revenue/Fees Received by MassMutual	Description of Revenue/Fees Received	Sponsor Disclosure
Surrender Charge	A surrender charge may apply if the plan terminates certain of our group annuity contracts. Surrender charges are typically expressed as a specified percentage of assets held in the group annuity contract and reimburse us for a portion of sales commissions we have paid but not recovered due to early contract termination. This fee is paid by the Plan Sponsor or from plan assets.	Group Annuity Contract
Surrender Value Make Up	If, when your plan transitioned to MassMutual, we restored a market value adjustment or surrender charge that was imposed by your prior provider, we may have temporarily imposed an, or increased your, asset charge to recover the amount restored to your impacted participants' accounts. Please check your group annuity contract or services agreement to determine if you are subject to this temporary asset charge and, if so, when it will discontinue.	Group Annuity Contract/ Services Agreement
Wrap Fees	The wrap fee is calculated based on the amount of plan assets in one or more specified plan investment options. This fee may cover the direct services the customer receives with respect to such plan investment option as well as cover general plan administrative costs we incur. The fee is deducted from the plan investment option and reduces the investment performance of such option.	Group Annuity Contract/120 Day Mailing/Cost and Revenue Disclosure

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Commissions	We pay commissions to advisors with respect to new sales and ongoing business with MassMutual from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select Investment options.	Commission Disclosure/ Cost and Revenue Disclosure	Advisor
Enrollment Reimbursement	We pay third-party administrators ("TPAs") and other service providers who perform participant enrollment services, primarily at the time of plan conversion, from revenue we derive from your plan.	Proposal/ TPA Fee Disclosure	TPA and Other Third Party Enrollers
Investment Advisory and Sub-Advisory Fee	If your plan offers MassMutual Premier or Select Funds as a plan investment option, it will pay a mutual fund investment management fee. If your plan offers a guaranteed separate investment account (SAGIC or Capital Preservation Account) as a plan investment option, it will pay a separate account management fee. In either case, we will pay a portion of the remainder of that fee, net of the annual administrative services revenue that is deducted, to the advisor or sub-advisor of the fund or account. To the extent the advisor or sub-advisor is an affiliate of MassMutual – Babson Capital Management, LLC ("Babson"), Baring International Investment Limited ("Baring"), OppenheimerFunds, Inc. ("OFI") or OFI Institutional Asset Management, Inc. ("OFI Inst") – this will result in MassMutual and the affiliate's receipt of the entire amount of the difference between the investment option's annual plan cost and its annual administrative services revenue.	Prospectus/ Statement of Additional Information/ Cost and Revenue Disclosure	Mutual Fund Sub-advisor
Investment Option Expenses	For plan investment options other than the MassMutual Premier and Select Funds, the plan pays investment expenses composed of the investment management fee, administrative fees and, depending on the share class in which the plan invests 12b-1 fees, which are reflected in the mutual fund's expense ratio, to the mutual fund's investment advisor and other mutual fund service providers.	Prospectus/ Proposal/ Cost and Revenue Disclosure	Investment Manager
Marketing Allowance	We pay marketing allowances to advisors to support their marketing services, including for the development of marketing, advertising and promotional materials, the sponsoring of sales conferences and workshops, and the supervising of research reports, correspondence and lecture materials.	Services Agreement	Advisor
Non-monetary compensation	We provide non-monetary compensation to sales representatives who sell our products, including welfare plan compensation (health, vision, life and disability coverage), 401(k) plan compensation, pension plan compensation, participation at conferences we sponsor and other awards.	Services Agreement/ Proposal	Advisors, Agents, and Brokers, Sponsors
Override Payments	We pay override to general agents and other selling organizations to defray a portion of the cost of maintaining a sales force. The amount of the override is typically a percentage of the commissions earned by the selling organization's agents.	Commission Disclosure/ Form 5500	General Agents and Broker Dealers
Participant Investment Advice Fees	If your plan elects to offer participant investment advice, your plan will pay a fee to a third-party investment advice provider. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Services Agreement	Klein

Compensation Received by Third Party	Description of Compensation	Sponsor Disclosure	Recipient of Compensation (Payee)
Plan Expense Reimbursement Account (PERA) or ERISA Budget Account (EBA)	If a PERA or an EBA Account is available to your plan, then at your direction, and on your plan's behalf, we will pay third parties who provide administrative services to your plan. These payments are made from revenue we derive from your plan.	Services Agreement	Third Party Plan Service Providers
QDRO Review Services Fee	If your plan elects to receive QDRO determination and administration services, then we will pay to a third-party administrator a fee for these services. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Services Agreement	QDRO.com
Self Directed Brokerage Account (SDBA) Fees	If your plan elects to offer an SDBA investment option, the broker-dealer administering the SDBA receives a per participant fee based on usage of this investment option. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan. Participants will also pay brokerage commissions for trades under the SDBA which are described in the brokerage agreement participants enter into with the SDBA broker-dealer.	SDBA Brokerage Agreement	State Street or Charles Schwab
Shareholder Servicing Agreement Fee	We may pay a fee to your plan's advisor for providing shareholder services to the plan on behalf of the MassMutual Premier and/or Select Funds. Services provided may include: delivering current prospectuses, reports, notices, communication and other information, and providing support services, including answering participant inquiries. We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Prospectus/ Cost and Revenue Disclosure	Advisor
Sponsor Third-Party Fiduciary Partnership Services Fee	If your plan elects to receive plan sponsor fiduciary partnership services, a third-party plan fiduciary will receive a fee for providing investment advice to the plan sponsor. This fee may be paid by the Plan Sponsor, deducted from participants' accounts or plan assets or paid from revenue we derive from your plan.	Proposal/ Services Agreement	Mesirow
Sub-administrative Service Fee	We may pay a fee to your plan's advisor for providing administrative services to your plan on our behalf (e.g., plan design consulting, employee communication programs, enrollment meetings, etc.) We pay this fee from revenue we derive from your plan, including revenue from 12b-1 fees on MassMutual's Premier and Select investment options.	Services Agreement	Advisor
Trust/Custody Services Fee	A fee is paid to your plan's directed trustee or custodian for providing trustee or custodial services. This fee is paid from revenue we derive from your plan.	Trust Company Disclosure	State Street Trust Co, Reliance Trust Co or other Trustee

EXHIBIT L

DEFERRED COMPENSATION RECORD-KEEPER AND INVESTMENT PROVIDER

PROVIDER shall procure and maintain for the duration of the Agreement, insurance against all claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PROVIDER, its agents, representatives, volunteers, or employees.

1. **INSURANCE** Throughout the life of this Contract, the Provider shall pay for and maintain in full force and effect with an insurance company admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A: VII" in Best Insurance Key Rating Guide, the following policies of insurance:

A. **AUTOMOBILE LIABILITY** insurance, endorsed for "any auto" with the following limits of liability: Bodily Injury $250,000 each person, and $500,000 each occurrence. Property Damage $100,000 each occurrence.

B. **WORKERS' COMPENSATION** insurance as required under the California
Labor Code and Employers Liability Insurance with limits not less than $1,000,000 per accident/injury/disease.

C. **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY AND MISCELLANEOUS SUPPLEMENTARY INSURANCE;**

FOR **ADDITIONAL** REQUIREMENT(S):

(i) **COMMERCIAL OR COMPREHENSIVE GENERAL LIABILITY** insurance which shall include Contractual Liability, Products and Completed Operations coverage's, Bodily Injury and Property Damage Liability insurance with combined single limits of not less than $1,000,000 per occurrence, and if written on an Aggregate basis, $2,000,000 Aggregate limit.

(ii) **PROFESSIONAL LIABILITY**, Not less than $2,000,000 per Claim/$2,000,000 Aggregate (3 yr discovery and reporting tail period coverage). Certificate of Insurance only required.

(iii) **CRIME INSURANCE OR FIDELITY BOND** covering the dishonest acts of employees furnished by Contractor, including coverage for theft of property of the City by the Contractor, its employees or subcontractors. The limit shall not be less than $1,000,000 each occurrence

Deductibles and Self-Insured Retentions must be declared and are subject to approval by the CITY.

The Policy(s) shall also provide the following:

1 The Commercial General Liability insurance shall be written on ISO approved occurrence form with additional insured endorsement naming: *City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are additional insureds*.

2. All insurance required by this Agreement shall be with a company acceptable to the CITY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this
Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required 62 herein shall continue in effect for a period of three years following the date PROVIDER completes its performance of services under this Agreement.

3. For any claims related to services or products provided under this contract, the Provider's insurance coverage shall be primary insurance as respects the City of Stockton its officers, agents, and employees. Any coverage maintained by the CITY shall be excess of the Provider's insurance and shall not contribute with it. Policy shall waive right of recovery (waiver of subrogation) against the CITY.

4. Each insurance policy required by this clause shall have a provision that coverage shall not be cancelled by either party, except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to the CITY. Further, the thirty (30) day notice shall be unrestricted, except for workers' compensation, or non-payment of premium, which shall permit ten (10) days advance notice. The insurer and/or the contractor and/or the contractor's insurance agent shall provide the CITY with notification of any cancellation, major change, modification or reduction in coverage.

5. Regardless of these contract minimum insurance requirements, the Provider and its insurer shall agree to commit the Provider's full policy limits and these minimum requirements shall not restrict the Provider's liability or coverage limit obligations.

6. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

7. The Company shall furnish the City of Stockton with the Certificates and Endorsement for all required insurance, prior to the CITY's execution of the Agreement and start of work.

8. Proper address for mailing certificates, endorsements and notices shall be:
City of Stockton
Attention: Risk Services
425 N. El Dorado Street

9. Upon notification of receipt by the CITY of a Notice of Cancellation, major change, modification, or reduction in coverage, the Provider shall immediately file with the CITY a certified copy of the required new or renewal policy and certificates for such policy.

Any variation from the above contract requirements shall only be considered by and be subject to approval by the CITY's Risk Manager (209) 937-8617. Our fax is (209) 937-8558.

If at any time during the life of the Contract or any extension, the Provider fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

If the Provider should subcontract all or any portion of the work to be performed in this contract, the Provider shall cover the subcontractor, and/or require each subcontractor to adhere to all subparagraphs of these Insurance Requirements section. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

EXHIBIT M: **HOLD HARMLESS DEFENSE CLAUSE**

Contractor agrees to indemnify, save, hold harmless, and at City's request, defend the City, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the City in connection with the performance, or failure to perform, by Contractor, its officers, agents, subcontractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. The City's acceptance of the insurance certificates required under this Agreement does not relieve the contractor from its obligation under this paragraph. The indemnification obligations of this section shall survive the termination of this agreement.

EXHIBIT N:

TRUST AGREEMENT

FOR

CITY OF STOCKTON

FULL TIME 457 PLAN

Reliance Trust Company
Trustee
1100 Abernathy Road NE, Suite 400
Atlanta, GA 30328-5634

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is entered into on this first day of May, 2014, by and between City of Stockton (the "Employer") and Reliance Trust Company (the "Trustee").

WITNESSETH:

WHEREAS, the Employer maintains, for the benefit of its eligible employees and those of its participating affiliate companies, the Plan, which is intended to satisfy the requirements of §457 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Employer desires to appoint the Trustee as a directed trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trustee has agreed to serve as directed trustee of the trust established under this Agreement;

NOW, THEREFORE, the Employer and the Trustee hereby mutually covenant and agree as follows:

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TRUST SPECIFICATIONS SCHEDULE ATTACHMENT

ARTICLE 1
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below or in the Trust Specifications Schedule unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Employer to be responsible for the administration of the Plan. Unless the Employer notifies the Trustee in writing of the appointment of an Administrator, the Employer shall be deemed to be the Administrator.

1.2 **Alternate Payee** means a person designated to receive all or a portion of the Participant's benefit pursuant to a qualified domestic relations order.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Broker** means a broker-dealer registered under the Securities Exchange Act of 1934 with whom a Participant, Beneficiary or Alternate Payee may enter into a self-directed Brokerage Account to direct the investment of Trust Assets.

1.5 **Brokerage Account** means any brokerage account established with a registered broker/dealer for the purposes of investing the Trust Assets.

1.6 **Code** means the Internal Revenue Code of 1986, as amended.

1.7 **Effective Communication** - means written or electronic communication in a form satisfactory to the Trustee, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent electronically or by facsimile or like transmission, and considered delivered upon receipt by Trustee when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier.

.1.8 **Investment Fund** means any of the separate funds, including a Brokerage Account, established by the Employer for the investment of Plan assets.

19 **Investment Manager** means any person, corporation or other organization or association appointed by the Employer consistent with the terms of §4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.10 **Participant** means an employee or former employee of a Participating Employer who has an account balance under the Plan.

1.11 **Participating Employer** means the Employer or any other employer that has adopted or hereafter may adopt the Plan for the benefit of its employees and which continues to participate in the Plan.

1.12 **Sub-Custodian** means State Street Bank & Trust Company, which serves as sub-custodian to Reliance Trust Company.

1.13 **Trust** means the trust established by this Agreement.

1.14 **Trust Assets** means the total amount of cash and other property held from time to time under this Agreement.

1.15 **Trust Specifications Schedule** means a schedule, which is part of this Agreement, that contains all customized terms and amended parts to this Agreement as may be updated from time to time.

.

1.16 **Trustee** means Reliance Trust Company, which shall also serve as custodian for the Trust Assets.

ARTICLE 2
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**.

The Employer has established with the Trustee, as a funding medium for the Plan, a Trust consisting of the Trust Assets and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Participating Employers' Interests**.

(a) **No Right to Reversion.** Except as provided in subsection (b) hereof and except as provided the Code, the Participating Employers shall not have any right, title, interest, claim or demand whatsoever in or to the funds held by the Trustee, other than the right to a proper application thereof and accounting therefore by the Trustee as provided herein, nor shall any funds revert to any Participating Employer, except as permitted by the Code.

(b) **Return of Contributions**. Any other provisions of this Agreement or the Plan notwithstanding, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Employer's request, a contribution made by a mistake in fact, shall be returned to the specified Participating Employer within one year after the mistaken payment of the contribution.

2.3 **Trustee's Conditional Acceptance.** The Trustee accepts the Trust hereby created and agrees to perform the duties required of the Trustee, subject, however, to the following conditions:

(a) **Directed Trustee.** The parties expressly acknowledge and agree that the Trustee is a directed trustee. In the management and control of the Trust Assets, the Trustee shall be subject to the direction of the Employer, Administrator, Participants, Beneficiaries or Alternate Payees in the Plan and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any assets held in the Trust except as directed by the Administrator, Investment Manager, Employer, Participant, Beneficiaries, Alternate Payees or Participating Employer. The Trustee shall have no responsibility to review or make recommendations regarding investments made at the direction of the Employer, Administrator, Participant, Beneficiaries, Alternate Payees or an Investment Manager. The Employer, Administrator, Investment Manager, Participants, Beneficiaries, and Alternate Payees shall not issue any directions to the Trustee that are in violation of the terms of the Plan or this Agreement. The Participants, Beneficiaries and Alternate Payees may exercise direction to the Trustee only through the Recordkeeper, provided that if the Plan permits a Participant, Beneficiary or Alternate Payee to direct investments through a self-directed Brokerage Account, each such self-directed Brokerage Account shall be opened in the name of the Trustee with a Broker for the benefit of each affected Participant, Beneficiary or Alternate Payee. The Trustee shall have and exercise authority and control over such Brokerage Account, subject always to the terms of the Plan and to authorized directions from the Administrator, Investment Manager, Employer, Participant, Beneficiary, Alternate Payee or Participating Employer. Subject to the foregoing, the parties agree that Participants, Beneficiaries or Alternate Payees may relay trading instructions directly to the Broker.

(b) **Compensation.** The Trustee shall be entitled to compensation for its services under this Agreement at such rates as from time to time the Trustee and the Recordkeeper shall agree in writing.

ARTICLE 3
DUTIES OF TRUSTEE

3.1 **Duties.** The following shall be the duties of the Trustee hereunder, provided the Trustee may delegate any or all of such duties to a third-party, including the Sub-Custodian and Recordkeeper, as set forth below:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trustee. The Trustee shall be responsible only for property actually received by it pursuant to this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(b) **Administration of Trust Assets**. In accordance with directions received (either directly or indirectly) under the terms of this Agreement, to hold, invest and reinvest (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the exclusive benefit of Participants, Alternate Payees and their Beneficiaries in accordance with the terms of this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(c) **Payments**. The Administrator, Participants, Beneficiaries or Alternate Payees will direct that payments be made under the Plan and the Trustee delegates the duty to accept these directions to the Recordkeeper. The Trustee shall be fully protected in relying upon the directions received from the Recordkeeper. In the absence of negligence or willful misconduct on the part of the Trustee or the Recordkeeper, the Administrator hereby indemnifies Trustee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with Trustee's acting upon such direction. The Administrator shall provide Effective Communication to Trustee to revoke such delegation to Recordkeeper. Notwithstanding the foregoing delegation of authority, the Administrator retains the right to separately direct the Trustee with respect to any payment from the Trust Assets, and Trustee shall be fully protected in relying upon such directions.

(d) **Records**. To keep such accounts and records and make such reports and disclosures as shall be required under this Agreement. The Trustee has delegated this duty to the Recordkeeper.

(e) **Authorized Acts**. To take any action directed by the Employer, Administrator, Recordkeeper, or the authorized designee of any of them. The Trustee may rely on any such direction without question and shall not be liable for any failure to act pending receipt of any such direction.

(f) _____. At the direction of the Administrator, to accept a contribution of cash distributed or distributable to a Participant from another §457(b) employee benefit plan, or from an individual retirement account or annuity described in Code §408, or from 403(b) and 401(a) retirement plans. The Administrator shall be solely responsible for determining that any such contribution represents an eligible rollover contribution within the meaning of Code §402(c)(4) or Code §408(d)(3)(A)(ii). The Trustee has delegated this duty to the Sub-Custodian.

ARTICLE 4
INVESTMENT OF TRUST ASSETS

4.1 **General Investment Power/Investment Funds.**

(a) **Authority of Employer**. Except as provided in Sections4.2 and 4.3, the Employer shall have all authority and responsibility for the management, disposition and investment of the Trust Assets, and the Trustee shall comply with directions of the Employer. The Employer shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds**. The Trust shall be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Employer. The Trustee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Employer, Administrator, Recordkeeper, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy**. The Employer is responsible for establishing and carrying out a funding policy consistent with the objectives of the Plan. The Trustee will rely on the Employer for direction with respect to the proper diversification of the Trust Assets and for the prudence of any investment of Trust assets,.

4.2 **Participant Direction of Investments**.

To the extent provided for under the Plan, each Participant, Beneficiary, and Alternate Payee shall have investment authority over his or her account and may direct the investment and reinvestment of assets among the Investment Funds. The Administrator or its designee (which may be the Recordkeeper) shall communicate such directions to the Trustee under procedures established by the Trustee and the Administrator, and the Trustee shall follow and carry out such directions. If a Participant, Beneficiary, or Alternate Payee who has investment authority under the terms of the Plan fails to provide such directions, the Trustee shall invest the Participant's, Beneficiary's or Alternate Payee's account among the Investment Funds in accordance with the directions of the Employer, as maintained by the Recordkeeper. The Trustee shall not be liable for any loss that results from a Participant's, Beneficiary's or Alternate Payee's exercise of investment control.

4.3 **Investment Managers**.

(a) **Appointment**. The Employer may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds.

(b) **Contractual Arrangement**. The Employer shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Employer deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trustee's Duties**. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trustee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets, and the Trustee shall not be under any obligation to invest or otherwise manage any assets allocated to such Investment Fund.

(d) **Failure to Direct**. In the event that an appointed Investment Manager shall fail to direct the Trustee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trustee shall invest such cash in accordance with the directions of the Employer, as maintained by the Recordkeeper.

(e) **Termination of Appointment.** Upon the termination of the appointment of an Investment Manager, the Employer shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trustee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust Assets, or (iii) direct the Trustee to invest the assets of such Investment Fund as the Employer deems appropriate in accordance with the existing funding policy.

4.4 **Manner and Effect of Directions.**

(a) **Delegation of Authority**. The Trustee, who is authorized and directed to serve as the custodian with the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees, has delegated such custodial duties to the Sub-Custodian. With respect to any assets held by a party other than Trustee, the Trustee is authorized and directed to delegate to a custodian the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees. The Trustee is authorized and directed to enter into such agreements with another custodian as are deemed necessary or appropriate to effect such delegation. The Employer represents that all directions given by it in any

capacity under this Agreement, whether to the Trustee or the custodian, shall comply with the terms of the Plan, this Agreement, and applicable law.

(b) **Manner of Direction**. Any direction, request or approval of the Employer, Participants, Beneficiaries, Alternate Payees, Administrator, or any other party to whom authority to give such directions, requests or approvals is delegated under the powers conferred under this Agreement (including, without limitation, the Recordkeeper and its designees) shall be provided to the Trustee or the Sub-Custodian in writing, by automated telephone response system, electronic data transmission (including internet communications) or such other means of Effective Communication as is acceptable to the Trustee or the Sub-Custodian, as applicable.

(c) _____. Except in the event of its own negligence or willful misconduct, the Trustee shall incur no liability to anyone for any action that it or the Sub-Custodian as its delegate takes pursuant to a direction, request or approval given by the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or such other party under this Agreement.

4.5 **Authorization of Designee(s).**

The Administrator and the Employer may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the Administrator or the Employer shall furnish the Trustee with Effective Communication of the appointment and a specimen signature of each designee. The Trustee shall be entitled to rely upon such documentation until the Trustee receives Effective Communication to the contrary.

ARTICLE 5
POWERS OF TRUSTEE

5.1 **General Authority**.

In accordance with the directions of the Employer, Participants, Beneficiaries and Alternate Payees, and any Investment Managers as provided in Article 4, the Trustee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter, described, provided that the Trustee is authorized to delegate to the Recordkeeper certain of the specific powers listed below.

5.2 **Specific Powers.**

In the management of the Trust, the Trustee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property**. With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 5.3) and to retain the same in trust;

(b) **Disposition of Property**. To sell, exchange, transfer or otherwise dispose of any property at any time held by it;

(c) **Retention of Cash**. To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust;

(d) **Exercise of Owner's Rights**. The Employer acknowledges and agrees that the Trustee shall not have the right or power to vote proxies appurtenant to securities that the Trustee holds except as directed by the Employer, Administrator, Participants, Beneficiaries or Alternate Payees, acknowledges and agrees that Trustee shall not make any review of, or consider the propriety of, holding or selling any assets held as Trust Assets in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets and agrees not to issue any directions to the Trustee relating to any corporate event, proxy votes or holding or selling assets held as Trust Assets that are contrary to or in violation of the terms of the Plan document or this Agreement or that are prohibited by the Internal Revenue Code of 1986.

(e) **Registration of Investments**. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trustee shall at all times show that all such investments are part of the Trust;

(f) **Qualified Pooled Investments**. To transfer, at any time and from time to time, all or any part of the Trust Assets to, or withdraw the same from, any pooled Investment Fund or group or collective trust, invested in similar types of securities or other investments, maintained by a bank or trust company (including, if applicable, the Trustee) supervised by a state or federal agency, which has been determined by the Internal Revenue Service to be a qualified trust or fund exempt from federal income tax under Code §501(a) and which has been established to permit separate trusts qualified under Code §457(g)(1) to pool some or all of their funds for investment purposes; to the extent the Trust Assets are invested in such a pooled fund or group or collective trust, the terms of the instrument establishing such pooled fund or group or collective trust are made a part of this Agreement as fully as if set forth at length herein; the commingling of assets of this Trust with assets of other qualified participating trusts in such pooled funds or group or collective trusts is specifically authorized;

(g) **Purchase of Contracts**. To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any life insurance or annuity contract (but not a contract for a life annuity unless the Plan provides for the distribution of benefits in such form) which the Employer directs it to purchase;

(h) **Execution of Instruments**. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;

Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings;

(j) **Employment of Agents, Advisers and Counsel**. To employ suitable agents, actuaries, accountants, investment advisers, brokers, sub-custodians and counsel, and to pay their reasonable expenses and compensation. Counsel may be counsel to the Employer, and such counsel's advice may be sought on any legal matter including the interpretation of this Agreement and the Plan. The Trustee shall be fully protected in acting on advice of counsel to the Employer, if such counsel is acting on behalf of the Employer; and

(k) **Power to do any Necessary Act**. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustee under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

5.3 **Authorized Investments**

(a) **General Definition**. "Authorized investment" as used in this Article V shall mean bonds, debentures, notes or other evidences of indebtedness; stocks (regardless of class) or other evidences of ownership, in any corporation, mutual investment fund, investment company, association or business trust: annuity contracts (other than life annuity contracts); guaranteed income contracts; and savings accounts and certificates and interest-bearing deposits in any depository institution (including the Trustee or any affiliate of the Trustee). "Authorized investments" shall not be limited to that class of investments which are defined as legal investments for Trust Assets under the laws of the state in which the Employer has its principal place of business or of any other jurisdiction.

(b) **Responsibility for Compliance**. The responsibility for determining whether any investment of Trust Assets complies with the terms of this Agreement and applicable law shall lie solely with the Employer, and the Trustee shall have no responsibility to ascertain whether any investment made at the direction of the Employer or other authorized person complies with the terms of this Agreement or applicable law. The Trustee's entering into this Agreement will not be deemed to be a determination that the investment of Trust Assets complies with the terms of this Agreement.

5.5 **Participant Loans.**

If provided for by the Plan, loans to Participants shall be granted and administered by the Administrator, provided that the Administrator may delegate some or all responsibility for granting and administering loans to the Recordkeeper. The Trustee shall distribute cash to Participants who are granted loans in such amounts and at such times as directed by the Administrator or the Recordkeeper. The Trustee hereby designates the Administrator and/or the Recordkeeper as the physical custodian of the promissory notes, responsible for the safekeeping of the promissory notes and other related documents. The Trustee has no responsibility to ascertain whether a loan complies with the provisions of the Plan or applicable law, for the decision of the Administrator or Recordkeeper to grant a loan, or for the collection and repayment of a loan.

ARTICLE 6
ADMINISTRATION

6.1 **Accounting by Trustee**.

(a) **Books and Records**. The Recordkeeper generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Administrator, Employer, Recordkeeper and Trustee. All books and records relating thereto shall be open to inspection and audit, with reasonable advance notice, at all reasonable times during Recordkeeper's normal business hours by any person or persons designated by the Administrator, Employer or Employer. The Trustee shall promptly provide copies of such books or records to any persons designated by the Administrator. Any inspection shall be subject to all applicable rules of privilege and confidentiality, thereby excluding any non-relevant material that is privileged, confidential, proprietary, or subject to third party privacy interests or rights. Any relevant privileged or confidential information produced or disclosed in an inspection shall be subject to the confidentiality and use restrictions set forth herein.

(b) **Accounting**. Following the close of each Plan year of the Plan, or more frequently as the Trustee and the Administrator may agree, and after the effective date of the removal or resignation of the Trustee, the Recordkeeper, on behalf of the Trustee, will make available to the Administrator and the Employer (and/or their authorized designees) electronic records setting forth all transactions, including but not limited to investments, receipts, and disbursements effected by it during such year or during the period beginning as of the close of the last preceding year to the date of such removal or resignation. These electronic records will be made available in a timely manner to permit the preparation of Participant statements or to provide for the orderly replacement of the Trustee, as the case may be. Except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by the Administrator, Employer or Employer, no person shall have the right to demand or to be entitled to any further or different accounting by the Trustee.

(c) **Release**. The Trustee shall forever be released and discharged from any liability or accountability to anyone with respect to the propriety of its acts or transactions shown in such annual accounting as of the deadline, with extension, for the Employer's filing of any report filed with a governmental entity, with respect to such period for which the report is filed or, if the Employer is not subject to any such filing requirement, 60 days from the date the electronic records are made available except with respect to any acts or transactions as to which the Administrator or Employer, within such 60-day period, files with the Trustee Effective Communication of disapproval. In the event such Effective Communication of disapproval is filed, and unless the matter is compromised by agreement between the Trustee and the Administrator or the Employer, the Trustee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication.

(d) **Valuations**. The Trustee shall deliver to the Administrator and the Employer (and their authorized designees) such information as may be required or requested to permit the Trust Assets to be valued at such other times as the Administrator or Employer shall deem appropriate. Employer shall designate a party, other than Trustee, to be responsible for valuations of assets held by a custodian other than Trustee or Sub-Custodian and any assets held by the Plan for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Recordkeeper.** The Trustee shall be entitled to rely on the Recordkeeper and any custodian, other than Trustee or Sub-Custodian, for the maintenance and provision of all records (including participant loan records) specified in this Section 6.1.

6.2 **Expenses.**

The expenses incurred by the Trustee in the performance of its duties hereunder, including:

(a) fees for legal services rendered to the Trustee;

(b) compensation of the Trustee; and

(c) all other proper charges and disbursements of the Trustee, including all personal property taxes, income taxes and other taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Assets;

shall be paid by the Trustee from the Trust Assets, and the same shall constitute a charge upon the Trust Assets, unless the Trustee receives payment of the same or any part thereof from the Employer or otherwise.

To the extent a Participating Employer pays any expenses that are properly payable from the Trust Assets, the Trustee shall reimburse the Participating Employer from the Trust Assets if requested to do so by the Participating Employer.

ARTICLE 7
REMOVAL AND RESIGNATION OF TRUSTEE; SUCCESSOR TRUSTEE

7.1 **Removal and Resignation**.

The Employer may remove the Trustee at any time upon 60 days Effective Communication delivered to the Trustee. The Trustee may resign at any time upon 60 days Effective Communication delivered to the Employer. In either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the successor Trustee. Until the effective date of the appointment of a successor Trustee (or the termination of the Trust and complete distribution of its assets), the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

7.2 **Final Accounting.**

In any such case, the Employer shall notify the Trustee of the appointment of a successor trustee, and the Trustee shall convey and deliver to such successor trustee all of the Trust Assets. Within 90 days after any such removal or resignation of the Trustee, the Trustee shall make a final accounting to the Employer, Administrator and as of the effective date of such removal or resignation pursuant to the terms of Section 6.1.

ARTICLE 8
AMENDMENT OF TRUST; TERMINATION OF PLAN

8.1 **Amendment of Trust.**

(a) **Right to Amend**. The Employer and the Trustee may by written agreement amend this Agreement at any time or from time to time, and any such amendment by its terms may be retroactive. All such amendments will be included in the Trust Specifications Schedule.

(b) **Exclusive Benefit**. Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any Trust Assets, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants, Beneficiaries or Alternate Payees, except that this Agreement may be amended retroactively and to affect the benefits of Participants, Beneficiaries or Alternate Payees if necessary to cause the Plan and Trust to be or remain exempt from income taxes under the Code.

8.2 **Termination of Plan**.

In the event of termination of the Plan, the Trustee shall continue to hold the Trust, to be applied and distributed in accordance with the terms of the Plan.

ARTICLE 9
MISCELLANEOUS

9.1 **Nonalienation of Benefits**.

Except as provided under the provisions of the Plan relating to loans to Participants and to qualified domestic relations orders and to the extent permitted by law, neither the benefits payable from the Trust Assets nor any interest in any of the assets of the Trust Assets shall be subject in any manner to the claim of any creditor of a Participant, Beneficiary or Alternate Payee or to any legal process by any creditor of such Participant, Beneficiary or Alternate Payee; and neither a Participant nor any Beneficiary or Alternate Payee shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

9.2 **Exclusive Benefit.**

Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the exclusive benefit of Participants, Beneficiaries or Alternate Payees or the payment of expenses as herein provided.

9.3 **Effect of Plan**.

The Trustee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan. The Trustee shall not be a fiduciary under the Plan and shall not have the authority to interpret the Plan.

9.4 **Entire Agreement**.

This Trust Agreement along with the Trust Specifications Schedule constitute the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

9.5 **Approval of the Employer.**

9.6 **Notices.**

Effective Communication may be made to the parties at the addresses listed in the Trust Specifications Schedule or to such other addresses as may be agreed upon by the parties.

9.7 **Liability for Predecessor or Successor.**

No successor trustee hereunder in any way will be liable or responsible for any actions or omissions of any prior trustee in the administration of the Trust or the assets comprising the Trust prior to the date such successor trustee assumes its obligations hereunder, nor will any prior trustee in any way be liable or responsible for any actions or omissions of any successor trustee.

9.8 **Liability for Acts of Others**

The Trustee shall not be liable for the acts or omissions of the Employer, Recordkeeper, Administrator, Investment Manager, Participants, Beneficiaries, Alternate Payees or any custodian (other than Sub-Custodian, provided that such liability will be limited to liability arising from those duties and responsibilities delegated to Sub-Custodian under the services agreement between Trustee and Sub-Custodian), except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

9.9 **Indemnification**

In the event that the Trustee incurs any liability, loss, claim, suit or expense (including without limitation attorneys' fees) in connection with or arising out of its provision of services under this Agreement or its status as Trustee hereunder, then the Employer shall indemnify and hold the Trustee harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from a breach by the Trustee of responsibilities specifically allocated to it by the terms of the Agreement. The Trustee shall hold the Employer and Administrator harmless against any loss, claim, suit or expense (including without limitation attorneys' fees) incurred as a result of the Trustee's negligence or a breach by the Trustee of any service covered by this Agreement. The indemnification provided by this Section shall survive the termination of this Agreement.

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of Georgia, except to the extent superseded by any federal law.

9.11 **Execution in Counterparts**.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

TRUST SPECIFICATIONS SCHEDULE

I. The Trust Agreement is amended as follows:

Amendments to Article I:

1.7 **Effective Communication**

If to the Employer: City of Stockton
22 E. Weber Ave.
Stockton, CA 95202

If to the Administrator: _____
_____
_____
_____

If to the Trustee: Reliance Trust Company
1100 Abernathy Road, N.E. Suite 400
Atlanta, Georgia 30328-5634
Attn: _____

1.20 **Effective Date** means May 1 2014.

1.21 **Employer** means City of Stockton and its successors that adopt the Plan.

1.22 **Plan** means City of Stockton Deferred Compensation Plan as such Plan may be amended from time to time.

1.23 **Recordkeeper** means MassMutual, the Plan's duly appointed recordkeeper and any of their respective agents or assigns, including processing agents.

The amendments to Article 1 are effective as of May 1, 2014.

Amendments to Article 9

Section 9.9 Indemnification is hereby deleted in its entirety.

Section 9.10 is amended to read as follows:

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of California, except to the extent superseded by any federal law.

The amendments to Article 9 are effective as of May 1, 2014.

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Agreement to be signed by their duly authorized officers or representatives as of the day first written above.

EMPLOYER

_____

By:_____

Title:_____

Date:_____

TRUSTEE

RELIANCE TRUST COMPANY

By:_____

Title:_____

Date:_____

EXHIBIT O

TRUST AGREEMENT

FOR

CITY OF STOCKTON

PART-TIME 457 OBRA PLAN

Reliance Trust Company
Trustee
1100 Abernathy Road NE, Suite 400
Atlanta, GA 30328-5634

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is entered into on this first day of May, 2014, by and between City of Stockton (the "Employer") and Reliance Trust Company (the "Trustee").

WITNESSETH:

WHEREAS, the Employer maintains, for the benefit of its eligible employees and those of its participating affiliate companies, the Plan, which is intended to satisfy the requirements of §457 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Employer desires to appoint the Trustee as a directed trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trustee has agreed to serve as directed trustee of the trust established under this Agreement;

NOW, THEREFORE, the Employer and the Trustee hereby mutually covenant and agree as follows:

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TRUST SPECIFICATIONS SCHEDULE ATTACHMENT

ARTICLE 1
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below or in the Trust Specifications Schedule unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Employer to be responsible for the administration of the Plan. Unless the Employer notifies the Trustee in writing of the appointment of an Administrator, the Employer shall be deemed to be the Administrator.

1.2 **Alternate Payee** means a person designated to receive all or a portion of the Participant's benefit pursuant to a qualified domestic relations order.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Broker** means a broker-dealer registered under the Securities Exchange Act of 1934 with whom a Participant, Beneficiary or Alternate Payee may enter into a self-directed Brokerage Account to direct the investment of Trust Assets.

1.5 **Brokerage Account** means any brokerage account established with a registered broker/dealer for the purposes of investing the Trust Assets.

1.6 **Code** means the Internal Revenue Code of 1986, as amended.

1.7 **Effective Communication** - means written or electronic communication in a form satisfactory to the Trustee, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent electronically or by facsimile or like transmission, and considered delivered upon receipt by Trustee when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier.

.1.8 **Investment Fund** means any of the separate funds, including a Brokerage Account, established by the Employer for the investment of Plan assets.

19 **Investment Manager** means any person, corporation or other organization or association appointed by the Employer consistent with the terms of §4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.10 **Participant** means an employee or former employee of a Participating Employer who has an account balance under the Plan.

1.11 **Participating Employer** means the Employer or any other employer that has adopted or hereafter may adopt the Plan for the benefit of its employees and which continues to participate in the Plan.

1.12 **Sub-Custodian** means State Street Bank & Trust Company, which serves as sub-custodian to Reliance Trust Company.

1.13 **Trust** means the trust established by this Agreement.

1.14 **Trust Assets** means the total amount of cash and other property held from time to time under this Agreement.

1.15 **Trust Specifications Schedule** means a schedule, which is part of this Agreement, that contains all customized terms and amended parts to this Agreement as may be updated from time to time.

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1.16 **Trustee** means Reliance Trust Company, which shall also serve as custodian for the Trust Assets.

ARTICLE 2
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**.

The Employer has established with the Trustee, as a funding medium for the Plan, a Trust consisting of the Trust Assets and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Participating Employers' Interests**.

(a) **No Right to Reversion.** Except as provided in subsection (b) hereof and except as provided the Code, the Participating Employers shall not have any right, title, interest, claim or demand whatsoever in or to the funds held by the Trustee, other than the right to a proper application thereof and accounting therefore by the Trustee as provided herein, nor shall any funds revert to any Participating Employer, except as permitted by the Code.

(b) **Return of Contributions**. Any other provisions of this Agreement or the Plan notwithstanding, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Employer's request, a contribution made by a mistake in fact, shall be returned to the specified Participating Employer within one year after the mistaken payment of the contribution.

2.3 **Trustee's Conditional Acceptance.** The Trustee accepts the Trust hereby created and agrees to perform the duties required of the Trustee, subject, however, to the following conditions:

(a) **Directed Trustee.** The parties expressly acknowledge and agree that the Trustee is a directed trustee. In the management and control of the Trust Assets, the Trustee shall be subject to the direction of the Employer, Administrator, Participants, Beneficiaries or Alternate Payees in the Plan and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any assets held in the Trust except as directed by the Administrator, Investment Manager, Employer, Participant, Beneficiaries, Alternate Payees or Participating Employer. The Trustee shall have no responsibility to review or make recommendations regarding investments made at the direction of the Employer, Administrator, Participant, Beneficiaries, Alternate Payees or an Investment Manager. The Employer, Administrator, Investment Manager, Participants, Beneficiaries, and Alternate Payees shall not issue any directions to the Trustee that are in violation of the terms of the Plan or this Agreement. The Participants, Beneficiaries and Alternate Payees may exercise direction to the Trustee only through the Recordkeeper, provided that if the Plan permits a Participant, Beneficiary or Alternate Payee to direct investments through a self-directed Brokerage Account, each such self-directed Brokerage Account shall be opened in the name of the Trustee with a Broker for the benefit of each affected Participant, Beneficiary or Alternate Payee. The Trustee shall have and exercise authority and control over such Brokerage Account, subject always to the terms of the Plan and to authorized directions from the Administrator, Investment Manager, Employer, Participant, Beneficiary, Alternate Payee or Participating Employer. Subject to the foregoing, the parties agree that Participants, Beneficiaries or Alternate Payees may relay trading instructions directly to the Broker.

(b) **Compensation.** The Trustee shall be entitled to compensation for its services under this Agreement at such rates as from time to time the Trustee and the Recordkeeper shall agree in writing.

ARTICLE 3
DUTIES OF TRUSTEE

3.1 **Duties.** The following shall be the duties of the Trustee hereunder, provided the Trustee may delegate any or all of such duties to a third-party, including the Sub-Custodian and Recordkeeper, as set forth below:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trustee. The Trustee shall be responsible only for property actually received by it pursuant to this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(b) **Administration of Trust Assets**. In accordance with directions received (either directly or indirectly) under the terms of this Agreement, to hold, invest and reinvest (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the exclusive benefit of Participants, Alternate Payees and their Beneficiaries in accordance with the terms of this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(c) **Payments**. The Administrator, Participants, Beneficiaries or Alternate Payees will direct that payments be made under the Plan and the Trustee delegates the duty to accept these directions to the Recordkeeper. The Trustee shall be fully protected in relying upon the directions received from the Recordkeeper. In the absence of negligence or willful misconduct on the part of the Trustee or the Recordkeeper, the Administrator hereby indemnifies Trustee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with Trustee's acting upon such direction. The Administrator shall provide Effective Communication to Trustee to revoke such delegation to Recordkeeper. Notwithstanding the foregoing delegation of authority, the Administrator retains the right to separately direct the Trustee with respect to any payment from the Trust Assets, and Trustee shall be fully protected in relying upon such directions.

(d) **Records**. To keep such accounts and records and make such reports and disclosures as shall be required under this Agreement. The Trustee has delegated this duty to the Recordkeeper.

(e) **Authorized Acts**. To take any action directed by the Employer, Administrator, Recordkeeper, or the authorized designee of any of them. The Trustee may rely on any such direction without question and shall not be liable for any failure to act pending receipt of any such direction.

(f) _____. At the direction of the Administrator, to accept a contribution of cash distributed or distributable to a Participant from another §457(b) employee benefit plan, or from an individual retirement account or annuity described in Code §408, or from 403(b) and 401(a) retirement plans. The Administrator shall be solely responsible for determining that any such contribution represents an eligible rollover contribution within the meaning of Code §402(c)(4) or Code §408(d)(3)(A)(ii). The Trustee has delegated this duty to the Sub-Custodian.

ARTICLE 4
INVESTMENT OF TRUST ASSETS

4.1 **General Investment Power/Investment Funds.**

(a) **Authority of Employer**. Except as provided in Sections4.2 and 4.3, the Employer shall have all authority and responsibility for the management, disposition and investment of the Trust Assets, and the Trustee shall comply with directions of the Employer. The Employer shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds**. The Trust shall be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Employer. The Trustee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Employer, Administrator, Recordkeeper, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy**. The Employer is responsible for establishing and carrying out a funding policy consistent with the objectives of the Plan. The Trustee will rely on the Employer for direction with respect to the proper diversification of the Trust Assets and for the prudence of any investment of Trust assets,.

4.2 **Participant Direction of Investments**.

To the extent provided for under the Plan, each Participant, Beneficiary, and Alternate Payee shall have investment authority over his or her account and may direct the investment and reinvestment of assets among the Investment Funds. The Administrator or its designee (which may be the Recordkeeper) shall communicate such directions to the Trustee under procedures established by the Trustee and the Administrator, and the Trustee shall follow and carry out such directions. If a Participant, Beneficiary, or Alternate Payee who has investment authority under the terms of the Plan fails to provide such directions, the Trustee shall invest the Participant's, Beneficiary's or Alternate Payee's account among the Investment Funds in accordance with the directions of the Employer, as maintained by the Recordkeeper. The Trustee shall not be liable for any loss that results from a Participant's, Beneficiary's or Alternate Payee's exercise of investment control.

4.3 **Investment Managers**.

(a) **Appointment**. The Employer may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds.

(b) **Contractual Arrangement**. The Employer shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Employer deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trustee's Duties**. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trustee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets, and the Trustee shall not be under any obligation to invest or otherwise manage any assets allocated to such Investment Fund.

(d) **Failure to Direct**. In the event that an appointed Investment Manager shall fail to direct the Trustee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trustee shall invest such cash in accordance with the directions of the Employer, as maintained by the Recordkeeper.

(e) **Termination of Appointment.** Upon the termination of the appointment of an Investment Manager, the Employer shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trustee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust Assets, or (iii) direct the Trustee to invest the assets of such Investment Fund as the Employer deems appropriate in accordance with the existing funding policy.

4.4 **Manner and Effect of Directions.**

(a) **Delegation of Authority**. The Trustee, who is authorized and directed to serve as the custodian with the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees, has delegated such custodial duties to the Sub-Custodian. With respect to any assets held by a party other than Trustee, the Trustee is authorized and directed to delegate to a custodian the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees. The Trustee is authorized and directed to enter into such agreements with another custodian as are deemed necessary or appropriate to effect such delegation. The Employer represents that all directions given by it in any

capacity under this Agreement, whether to the Trustee or the custodian, shall comply with the terms of the Plan, this Agreement, and applicable law.

(b) **Manner of Direction**. Any direction, request or approval of the Employer, Participants, Beneficiaries, Alternate Payees, Administrator, or any other party to whom authority to give such directions, requests or approvals is delegated under the powers conferred under this Agreement (including, without limitation, the Recordkeeper and its designees) shall be provided to the Trustee or the Sub-Custodian in writing, by automated telephone response system, electronic data transmission (including internet communications) or such other means of Effective Communication as is acceptable to the Trustee or the Sub-Custodian, as applicable.

(c) _____. Except in the event of its own negligence or willful misconduct, the Trustee shall incur no liability to anyone for any action that it or the Sub-Custodian as its delegate takes pursuant to a direction, request or approval given by the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or such other party under this Agreement.

4.5 **Authorization of Designee(s).**

The Administrator and the Employer may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the Administrator or the Employer shall furnish the Trustee with Effective Communication of the appointment and a specimen signature of each designee. The Trustee shall be entitled to rely upon such documentation until the Trustee receives Effective Communication to the contrary.

ARTICLE 5
POWERS OF TRUSTEE

5.1 **General Authority**.

In accordance with the directions of the Employer, Participants, Beneficiaries and Alternate Payees, and any Investment Managers as provided in Article 4, the Trustee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter, described, provided that the Trustee is authorized to delegate to the Recordkeeper certain of the specific powers listed below.

5.2 **Specific Powers.**

In the management of the Trust, the Trustee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property**. With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 5.3) and to retain the same in trust;

(b) **Disposition of Property**. To sell, exchange, transfer or otherwise dispose of any property at any time held by it;

(c) **Retention of Cash**. To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust;

(d) **Exercise of Owner's Rights**. The Employer acknowledges and agrees that the Trustee shall not have the right or power to vote proxies appurtenant to securities that the Trustee holds except as directed by the Employer, Administrator, Participants, Beneficiaries or Alternate Payees, acknowledges and agrees that Trustee shall not make any review of, or consider the propriety of, holding or selling any assets held as Trust Assets in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets and agrees not to issue any directions to the Trustee relating to any corporate event, proxy votes or holding or selling assets held as Trust Assets that are contrary to or in violation of the terms of the Plan document or this Agreement or that are prohibited by the Internal Revenue Code of 1986.

(e) **Registration of Investments**. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trustee shall at all times show that all such investments are part of the Trust;

(f) **Qualified Pooled Investments**. To transfer, at any time and from time to time, all or any part of the Trust Assets to, or withdraw the same from, any pooled Investment Fund or group or collective trust, invested in similar types of securities or other investments, maintained by a bank or trust company (including, if applicable, the Trustee) supervised by a state or federal agency, which has been determined by the Internal Revenue Service to be a qualified trust or fund exempt from federal income tax under Code §501(a) and which has been established to permit separate trusts qualified under Code §457(g)(1) to pool some or all of their funds for investment purposes; to the extent the Trust Assets are invested in such a pooled fund or group or collective trust, the terms of the instrument establishing such pooled fund or group or collective trust are made a part of this Agreement as fully as if set forth at length herein; the commingling of assets of this Trust with assets of other qualified participating trusts in such pooled funds or group or collective trusts is specifically authorized;

(g) **Purchase of Contracts**. To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any life insurance or annuity contract (but not a contract for a life annuity unless the Plan provides for the distribution of benefits in such form) which the Employer directs it to purchase;

(h) **Execution of Instruments**. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;

Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings;

(j) **Employment of Agents, Advisers and Counsel**. To employ suitable agents, actuaries, accountants, investment advisers, brokers, sub-custodians and counsel, and to pay their reasonable expenses and compensation. Counsel may be counsel to the Employer, and such counsel's advice may be sought on any legal matter including the interpretation of this Agreement and the Plan. The Trustee shall be fully protected in acting on advice of counsel to the Employer, if such counsel is acting on behalf of the Employer; and

(k) **Power to do any Necessary Act**. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustee under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

5.3 **Authorized Investments**

(a) **General Definition**. "Authorized investment" as used in this Article V shall mean bonds, debentures, notes or other evidences of indebtedness; stocks (regardless of class) or other evidences of ownership, in any corporation, mutual investment fund, investment company, association or business trust: annuity contracts (other than life annuity contracts); guaranteed income contracts; and savings accounts and certificates and interest-bearing deposits in any depository institution (including the Trustee or any affiliate of the Trustee). "Authorized investments" shall not be limited to that class of investments which are defined as legal investments for Trust Assets under the laws of the state in which the Employer has its principal place of business or of any other jurisdiction.

(b) **Responsibility for Compliance**. The responsibility for determining whether any investment of Trust Assets complies with the terms of this Agreement and applicable law shall lie solely with the Employer, and the Trustee shall have no responsibility to ascertain whether any investment made at the direction of the Employer or other authorized person complies with the terms of this Agreement or applicable law. The Trustee's entering into this Agreement will not be deemed to be a determination that the investment of Trust Assets complies with the terms of this Agreement.

5.5 **Participant Loans.**

If provided for by the Plan, loans to Participants shall be granted and administered by the Administrator, provided that the Administrator may delegate some or all responsibility for granting and administering loans to the Recordkeeper. The Trustee shall distribute cash to Participants who are granted loans in such amounts and at such times as directed by the Administrator or the Recordkeeper. The Trustee hereby designates the Administrator and/or the Recordkeeper as the physical custodian of the promissory notes, responsible for the safekeeping of the promissory notes and other related documents. The Trustee has no responsibility to ascertain whether a loan complies with the provisions of the Plan or applicable law, for the decision of the Administrator or Recordkeeper to grant a loan, or for the collection and repayment of a loan.

ARTICLE 6
ADMINISTRATION

6.1 **Accounting by Trustee**.

(a) **Books and Records**. The Recordkeeper generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Administrator, Employer, Recordkeeper and Trustee. All books and records relating thereto shall be open to inspection and audit, with reasonable advance notice, at all reasonable times during Recordkeeper's normal business hours by any person or persons designated by the Administrator, Employer or Employer. The Trustee shall promptly provide copies of such books or records to any persons designated by the Administrator. Any inspection shall be subject to all applicable rules of privilege and confidentiality, thereby excluding any non-relevant material that is privileged, confidential, proprietary, or subject to third party privacy interests or rights. Any relevant privileged or confidential information produced or disclosed in an inspection shall be subject to the confidentiality and use restrictions set forth herein.

(b) **Accounting**. Following the close of each Plan year of the Plan, or more frequently as the Trustee and the Administrator may agree, and after the effective date of the removal or resignation of the Trustee, the Recordkeeper, on behalf of the Trustee, will make available to the Administrator and the Employer (and/or their authorized designees) electronic records setting forth all transactions, including but not limited to investments, receipts, and disbursements effected by it during such year or during the period beginning as of the close of the last preceding year to the date of such removal or resignation. These electronic records will be made available in a timely manner to permit the preparation of Participant statements or to provide for the orderly replacement of the Trustee, as the case may be. Except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by the Administrator, Employer or Employer, no person shall have the right to demand or to be entitled to any further or different accounting by the Trustee.

(c) **Release**. The Trustee shall forever be released and discharged from any liability or accountability to anyone with respect to the propriety of its acts or transactions shown in such annual accounting as of the deadline, with extension, for the Employer's filing of any report filed with a governmental entity, with respect to such period for which the report is filed or, if the Employer is not subject to any such filing requirement, 60 days from the date the electronic records are made available except with respect to any acts or transactions as to which the Administrator or Employer, within such 60-day period, files with the Trustee Effective Communication of disapproval. In the event such Effective Communication of disapproval is filed, and unless the matter is compromised by agreement between the Trustee and the Administrator or the Employer, the Trustee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication.

(d) **Valuations**. The Trustee shall deliver to the Administrator and the Employer (and their authorized designees) such information as may be required or requested to permit the Trust Assets to be valued at such other times as the Administrator or Employer shall deem appropriate. Employer shall designate a party, other than Trustee, to be responsible for valuations of assets held by a custodian other than Trustee or Sub-Custodian and any assets held by the Plan for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Recordkeeper.** The Trustee shall be entitled to rely on the Recordkeeper and any custodian, other than Trustee or Sub-Custodian, for the maintenance and provision of all records (including participant loan records) specified in this Section 6.1.

6.2 **Expenses.**

The expenses incurred by the Trustee in the performance of its duties hereunder, including:

(a) fees for legal services rendered to the Trustee;

(b) compensation of the Trustee; and

(c) all other proper charges and disbursements of the Trustee, including all personal property taxes, income taxes and other taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Assets;

shall be paid by the Trustee from the Trust Assets, and the same shall constitute a charge upon the Trust Assets, unless the Trustee receives payment of the same or any part thereof from the Employer or otherwise.

To the extent a Participating Employer pays any expenses that are properly payable from the Trust Assets, the Trustee shall reimburse the Participating Employer from the Trust Assets if requested to do so by the Participating Employer.

ARTICLE 7
REMOVAL AND RESIGNATION OF TRUSTEE; SUCCESSOR TRUSTEE

7.1 **Removal and Resignation**.

The Employer may remove the Trustee at any time upon 60 days Effective Communication delivered to the Trustee. The Trustee may resign at any time upon 60 days Effective Communication delivered to the Employer. In either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the successor Trustee. Until the effective date of the appointment of a successor Trustee (or the termination of the Trust and complete distribution of its assets), the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

7.2 **Final Accounting.**

In any such case, the Employer shall notify the Trustee of the appointment of a successor trustee, and the Trustee shall convey and deliver to such successor trustee all of the Trust Assets. Within 90 days after any such removal or resignation of the Trustee, the Trustee shall make a final accounting to the Employer, Administrator and as of the effective date of such removal or resignation pursuant to the terms of Section 6.1.

ARTICLE 8
AMENDMENT OF TRUST; TERMINATION OF PLAN

8.1 **Amendment of Trust.**

(a) **Right to Amend**. The Employer and the Trustee may by written agreement amend this Agreement at any time or from time to time, and any such amendment by its terms may be retroactive. All such amendments will be included in the Trust Specifications Schedule.

(b) **Exclusive Benefit**. Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any Trust Assets, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants, Beneficiaries or Alternate Payees, except that this Agreement may be amended retroactively and to affect the benefits of Participants, Beneficiaries or Alternate Payees if necessary to cause the Plan and Trust to be or remain exempt from income taxes under the Code.

8.2 **Termination of Plan**.

In the event of termination of the Plan, the Trustee shall continue to hold the Trust, to be applied and distributed in accordance with the terms of the Plan.

ARTICLE 9
MISCELLANEOUS

9.1 **Nonalienation of Benefits**.

Except as provided under the provisions of the Plan relating to loans to Participants and to qualified domestic relations orders and to the extent permitted by law, neither the benefits payable from the Trust Assets nor any interest in any of the assets of the Trust Assets shall be subject in any manner to the claim of any creditor of a Participant, Beneficiary or Alternate Payee or to any legal process by any creditor of such Participant, Beneficiary or Alternate Payee; and neither a Participant nor any Beneficiary or Alternate Payee shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

9.2 **Exclusive Benefit.**

Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the exclusive benefit of Participants, Beneficiaries or Alternate Payees or the payment of expenses as herein provided.

9.3 **Effect of Plan**.

The Trustee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan. The Trustee shall not be a fiduciary under the Plan and shall not have the authority to interpret the Plan.

9.4 **Entire Agreement**.

This Trust Agreement along with the Trust Specifications Schedule constitute the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

9.5 **Approval of the Employer.**

9.6 **Notices.**

Effective Communication may be made to the parties at the addresses listed in the Trust Specifications Schedule or to such other addresses as may be agreed upon by the parties.

9.7 **Liability for Predecessor or Successor.**

No successor trustee hereunder in any way will be liable or responsible for any actions or omissions of any prior trustee in the administration of the Trust or the assets comprising the Trust prior to the date such successor trustee assumes its obligations hereunder, nor will any prior trustee in any way be liable or responsible for any actions or omissions of any successor trustee.

9.8 **Liability for Acts of Others**

The Trustee shall not be liable for the acts or omissions of the Employer, Recordkeeper, Administrator, Investment Manager, Participants, Beneficiaries, Alternate Payees or any custodian (other than Sub-Custodian, provided that such liability will be limited to liability arising from those duties and responsibilities delegated to Sub-Custodian under the services agreement between Trustee and Sub-Custodian), except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

9.9 **Indemnification**

In the event that the Trustee incurs any liability, loss, claim, suit or expense (including without limitation attorneys' fees) in connection with or arising out of its provision of services under this Agreement or its status as Trustee hereunder, then the Employer shall indemnify and hold the Trustee harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from a breach by the Trustee of responsibilities specifically allocated to it by the terms of the Agreement. The Trustee shall hold the Employer and Administrator harmless against any loss, claim, suit or expense (including without limitation attorneys' fees) incurred as a result of the Trustee's negligence or a breach by the Trustee of any service covered by this Agreement. The indemnification provided by this Section shall survive the termination of this Agreement.

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of Georgia, except to the extent superseded by any federal law.

9.11 **Execution in Counterparts**.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

TRUST SPECIFICATIONS SCHEDULE

I. The Trust Agreement is amended as follows:

Amendments to Article I:

1.7 **Effective Communication**

If to the Employer: City of Stockton
22 E. Weber Ave. Ste. 150
Stockton, CA 95202

If to the Administrator: _____
_____
_____
_____

If to the Trustee: Reliance Trust Company
1100 Abernathy Road, N.E. Suite 400
Atlanta, Georgia 30328-5634
Attn: _____

1.20 **Effective Date** means May 1 2014.

1.21 **Employer** means City of Stockton and its successors that adopt the Plan.

1.22 **Plan** means City of Stockton OBRA Plan as such Plan may be amended from time to time.

1.23 **Recordkeeper** means MassMutual, the Plan's duly appointed recordkeeper and any of their respective agents or assigns, including processing agents.

The amendments to Article 1 are effective as of May 1, 2014.

Amendments to Article 9

Section 9.9 Indemnification is hereby deleted in its entirety.

Section 9.10 is amended to read as follows:

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of California, except to the extent superseded by any federal law.

The amendments to Article 9 are effective as of May 1, 2014.

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Agreement to be signed by their duly authorized officers or representatives as of the day first written above.

EMPLOYER

_____

By:_____

Title:_____

Date:_____

TRUSTEE

RELIANCE TRUST COMPANY

By:_____

Title:_____

Date:_____

EXHIBIT P

TRUST AGREEMENT

FOR

CITY OF STOCKTON

401(A) PLAN

Reliance Trust Company
Trustee
1100 Abernathy Road NE, Suite 400
Atlanta, GA 30328-5634

TRUST AGREEMENT

THIS TRUST AGREEMENT (the "Agreement") is entered into on this first day of May, 2014, by and between City of Stockton (the "Employer") and Reliance Trust Company (the "Trustee").

WITNESSETH:

WHEREAS, the Employer maintains, for the benefit of its eligible employees and those of its participating affiliate companies, the Plan, which is intended to qualify under §401(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Employer desires to appoint the Trustee as a directed trustee to hold and administer the assets of the Plan in accordance with this Agreement; and

WHEREAS, the Trustee has agreed to serve as directed trustee of the trust established under this Agreement;

NOW, THEREFORE, the Employer and the Trustee hereby mutually covenant and agree as follows:

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TRUST SPECIFICATIONS SCHEDULE ATTACHMENT

ARTICLE 1
DEFINITIONS

The following words and phrases, when used herein with an initial capital letter, shall have the meanings set forth below or in the Trust Specifications Schedule unless a different meaning plainly is required by the context. Any reference to a section number shall refer to a section of this Agreement unless otherwise specified.

1.1 **Administrator** means the person, committee or entity appointed by the Employer to be responsible for the administration of the Plan. Unless the Employer notifies the Trustee in writing of the appointment of an Administrator, the Employer shall be deemed to be the Administrator.

1.2 **Alternate Payee** means a person designated to receive all or a portion of the Participant's benefit pursuant to a qualified domestic relations order.

1.3 **Beneficiary** means any person designated under the terms of the Plan to receive benefits payable upon the death of a Participant.

1.4 **Broker** means a broker-dealer registered under the Securities Exchange Act of 1934 with whom a Participant, Beneficiary or Alternate Payee may enter into a self-directed Brokerage Account to direct the investment of Trust Assets.

1.5 **Brokerage Account** means any brokerage account established with a registered broker/dealer for the purposes of investing the Trust Assets.

1.6 **Code** means the Internal Revenue Code of 1986, as amended.

1.7 **Effective Communication** - means written or electronic communication in a form satisfactory to the Trustee, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation if sent electronically or by facsimile or like transmission, and considered delivered upon receipt by Trustee when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier.

.1.8 **Investment Fund** means any of the separate funds, including a Brokerage Account, established by the Employer for the investment of Plan assets.

19 **Investment Manager** means any person, corporation or other organization or association appointed by the Employer consistent with the terms of §4.3 to manage, acquire or dispose of the assets of an Investment Fund.

1.10 **Participant** means an employee or former employee of a Participating Employer who has an account balance under the Plan.

1.11 **Participating Employer** means the Employer or any other employer that has adopted or hereafter may adopt the Plan for the benefit of its employees and which continues to participate in the Plan.

1.12 **Sub-Custodian** means State Street Bank & Trust Company, which serves as sub-custodian to Reliance Trust Company.

1.13 **Trust** means the trust established by this Agreement.

1.14 **Trust Assets** means the total amount of cash and other property held from time to time under this Agreement.

1.15 **Trust Specifications Schedule** means a schedule, which is part of this Agreement, that contains all customized terms and amended parts to this Agreement as may be updated from time to time.

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1.16 **Trustee** means Reliance Trust Company, which shall also serve as custodian for the Trust Assets.

ARTICLE 2
ESTABLISHMENT OF THE TRUST

2.1 **Trust Established**.

The Employer has established with the Trustee, as a funding medium for the Plan, a Trust consisting of the Trust Assets and such earnings, profits, increments, additions and appreciation thereto and thereon as may accrue from time to time.

2.2 **Limit of Participating Employers' Interests**.

(a) **No Right to Reversion.** Except as provided in subsection (b) hereof and except as provided the Code, the Participating Employers shall not have any right, title, interest, claim or demand whatsoever in or to the funds held by the Trustee, other than the right to a proper application thereof and accounting therefore by the Trustee as provided herein, nor shall any funds revert to any Participating Employer, except as permitted by the Code.

(b) **Return of Contributions**. Any other provisions of this Agreement or the Plan notwithstanding, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Employer's request, a contribution made by a mistake in fact, shall be returned to the specified Participating Employer within one year after the mistaken payment of the contribution.

2.3 **Trustee's Conditional Acceptance.** The Trustee accepts the Trust hereby created and agrees to perform the duties required of the Trustee, subject, however, to the following conditions:

(a) **Directed Trustee.** The parties expressly acknowledge and agree that the Trustee is a directed trustee. In the management and control of the Trust Assets, the Trustee shall be subject to the direction of the Employer, Administrator, Participants, Beneficiaries or Alternate Payees in the Plan and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers. The Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote any assets held in the Trust except as directed by the Administrator, Investment Manager, Employer, Participant, Beneficiaries, Alternate Payees or Participating Employer. The Trustee shall have no responsibility to review or make recommendations regarding investments made at the direction of the Employer, Administrator, Participant, Beneficiaries, Alternate Payees or an Investment Manager. The Employer, Administrator, Investment Manager, Participants, Beneficiaries, and Alternate Payees shall not issue any directions to the Trustee that are in violation of the terms of the Plan or this Agreement. The Participants, Beneficiaries and Alternate Payees may exercise direction to the Trustee only through the Recordkeeper, provided that if the Plan permits a Participant, Beneficiary or Alternate Payee to direct investments through a self-directed Brokerage Account, each such self-directed Brokerage Account shall be opened in the name of the Trustee with a Broker for the benefit of each affected Participant, Beneficiary or Alternate Payee. The Trustee shall have and exercise authority and control over such Brokerage Account, subject always to the terms of the Plan and to authorized directions from the Administrator, Investment Manager, Employer, Participant, Beneficiary, Alternate Payee or Participating Employer. Subject to the foregoing, the parties agree that Participants, Beneficiaries or Alternate Payees may relay trading instructions directly to the Broker.

(b) **Compensation.** The Trustee shall be entitled to compensation for its services under this Agreement at such rates as from time to time the Trustee and the Recordkeeper shall agree in writing.

ARTICLE 3
DUTIES OF TRUSTEE

3.1 **Duties.** The following shall be the duties of the Trustee hereunder, provided the Trustee may delegate any or all of such duties to a third-party, including the Sub-Custodian and Recordkeeper, as set forth below:

(a) **Receipt of Contributions.** To receive any contributions paid to it under this Agreement in cash or in other property acceptable to the Trustee. The Trustee shall be responsible only for property actually received by it pursuant to this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(b) **Administration of Trust Assets**. In accordance with directions received (either directly or indirectly) under the terms of this Agreement, to hold, invest and reinvest (except as otherwise provided herein) all contributions so received, together with the income therefrom and any other increment thereon, for the exclusive benefit of Participants, Alternate Payees and their Beneficiaries in accordance with the terms of this Agreement. The Trustee has delegated this duty to the Sub-Custodian.

(c) **Payments**. The Administrator, Participants, Beneficiaries or Alternate Payees will direct that payments be made under the Plan and the Trustee delegates the duty to accept these directions to the Recordkeeper. The Trustee shall be fully protected in relying upon the directions received from the Recordkeeper. In the absence of negligence or willful misconduct on the part of the Trustee or the Recordkeeper, the Administrator hereby indemnifies Trustee from any loss, claim, damage or liability, including legal expenses, that may arise in connection with Trustee's acting upon such direction. The Administrator shall provide Effective Communication to Trustee to revoke such delegation to Recordkeeper. Notwithstanding the foregoing delegation of authority, the Administrator retains the right to separately direct the Trustee with respect to any payment from the Trust Assets, and Trustee shall be fully protected in relying upon such directions.

(d) **Records**. To keep such accounts and records and make such reports and disclosures as shall be required under this Agreement. The Trustee has delegated this duty to the Recordkeeper.

(e) **Authorized Acts**. To take any action directed by the Employer, Administrator, Recordkeeper, or the authorized designee of any of them. The Trustee may rely on any such direction without question and shall not be liable for any failure to act pending receipt of any such direction.

(f) _____. At the direction of the Administrator, to accept a contribution of cash distributed or distributable to a Participant from another employee benefit plan qualified under Code §401(a), or from an individual retirement account or annuity described in Code §408, or from 403(b) and 457(b) retirement plans. The Administrator shall be solely responsible for determining that any such contribution represents an eligible rollover contribution within the meaning of Code §402(c)(4) or Code §408(d)(3)(A)(ii). The Trustee has delegated this duty to the Sub-Custodian.

ARTICLE 4
INVESTMENT OF TRUST ASSETS

4.1 **General Investment Power/Investment Funds.**

(a) **Authority of Employer**. Except as provided in Sections4.2 and 4.3, the Employer shall have all authority and responsibility for the management, disposition and investment of the Trust Assets, and the Trustee shall comply with directions of the Employer. The Employer shall not issue any directions that are in violation of the terms of the Plan or this Agreement.

(b) **Investment Funds**. The Trust shall be divided into one or more separate Investment Funds, the number, makeup and description of which shall be determined from time to time by the Employer. The Trustee shall implement, terminate, value, transfer to and from and allocate the gains, losses and expenses among the Investment Funds in accordance with the proper directions of the Employer, Administrator, Recordkeeper, or their delegates, and, to the extent applicable under the terms of this Agreement, the directions of Investment Managers.

(c) **Funding Policy**. The Employer is responsible for establishing and carrying out a funding policy consistent with the objectives of the Plan. The Trustee will rely on the Employer for direction with respect to the proper diversification of the Trust Assets and for the prudence of any investment of Trust assets,.

4.2 **Participant Direction of Investments**.

To the extent provided for under the Plan, each Participant, Beneficiary, and Alternate Payee shall have investment authority over his or her account and may direct the investment and reinvestment of assets among the Investment Funds. The Administrator or its designee (which may be the Recordkeeper) shall communicate such directions to the Trustee under procedures established by the Trustee and the Administrator, and the Trustee shall follow and carry out such directions. If a Participant, Beneficiary, or Alternate Payee who has investment authority under the terms of the Plan fails to provide such directions, the Trustee shall invest the Participant's, Beneficiary's or Alternate Payee's account among the Investment Funds in accordance with the directions of the Employer, as maintained by the Recordkeeper. The Trustee shall not be liable for any loss that results from a Participant's, Beneficiary's or Alternate Payee's exercise of investment control.

4.3 **Investment Managers**.

(a) **Appointment**. The Employer may, but shall not be required to, appoint one or more Investment Managers to manage the assets of all or any one or more of the Investment Funds.

(b) **Contractual Arrangement**. The Employer shall enter into a written contract or agreement with each such Investment Manager in connection with its appointment as such, and such contract shall be subject to such terms and conditions and shall grant to the Investment Manager such authority and responsibilities in the management of the applicable Investment Fund assets as the Employer deems appropriate under the circumstances. Without limiting the generality of the foregoing, such contract may establish investment objectives for the assets of the Investment Fund(s) under the management of the Investment Manager and may limit the types of assets that may be acquired or held by such Investment Fund(s).

(c) **Trustee's Duties**. With respect to each Investment Fund the management of which has been delegated to an Investment Manager, the Trustee shall follow and carry out the instructions of the appointed Investment Manager with respect to the acquisition, disposition and reinvestment of assets of such Investment Fund, including instructions relating to the exercise of all ownership rights in such assets, and the Trustee shall not be under any obligation to invest or otherwise manage any assets allocated to such Investment Fund.

(d) **Failure to Direct**. In the event that an appointed Investment Manager shall fail to direct the Trustee with respect to investment of all or any portion of the cash held in an Investment Fund under its management, the Trustee shall invest such cash in accordance with the directions of the Employer, as maintained by the Recordkeeper.

(e) **Termination of Appointment.** Upon the termination of the appointment of an Investment Manager, the Employer shall (i) appoint a successor Investment Manager with respect to the Investment Fund(s) formerly under the management of the terminated Investment Manager, (ii) direct the Trustee to merge or combine such Investment Fund(s) with other Investment Fund(s) or Trust Assets, or (iii) direct the Trustee to invest the assets of such Investment Fund as the Employer deems appropriate in accordance with the existing funding policy.

4.4 **Manner and Effect of Directions.**

(a) **Delegation of Authority**. The Trustee, who is authorized and directed to serve as the custodian with the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees, has delegated such custodial duties to the Sub-Custodian. With respect to any assets held by a party other than Trustee, the Trustee is authorized and directed to delegate to a custodian the authority and responsibility for receiving and carrying out the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator, or their designees. The Trustee is authorized and directed to enter into such agreements with another custodian as are deemed necessary or appropriate to effect such delegation. The Employer represents that all directions given by it in any

capacity under this Agreement, whether to the Trustee or the custodian, shall comply with the terms of the Plan, this Agreement, and applicable law.

(b) **Manner of Direction**. Any direction, request or approval of the Employer, Participants, Beneficiaries, Alternate Payees, Administrator, or any other party to whom authority to give such directions, requests or approvals is delegated under the powers conferred under this Agreement (including, without limitation, the Recordkeeper and its designees) shall be provided to the Trustee or the Sub-Custodian in writing, by automated telephone response system, electronic data transmission (including internet communications) or such other means of Effective Communication as is acceptable to the Trustee or the Sub-Custodian, as applicable.

(c) _____. Except in the event of its own negligence or willful misconduct, the Trustee shall incur no liability to anyone for any action that it or the Sub-Custodian as its delegate takes pursuant to a direction, request or approval given by the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or by any other party (including, without limitation, the Recordkeeper and any of its agents) to whom authority to give such directions, requests or approvals is delegated under the powers conferred upon the Employer, Participants, Beneficiaries, Alternate Payees, Administrator or such other party under this Agreement.

4.5 **Authorization of Designee(s).**

The Administrator and the Employer may each appoint one or more designees to act on their behalf. If a designee (or designees) is appointed, the Administrator or the Employer shall furnish the Trustee with Effective Communication of the appointment and a specimen signature of each designee. The Trustee shall be entitled to rely upon such documentation until the Trustee receives Effective Communication to the contrary.

ARTICLE 5
POWERS OF TRUSTEE

5.1 **General Authority**.

In accordance with the directions of the Employer, Participants, Beneficiaries and Alternate Payees, and any Investment Managers as provided in Article 4, the Trustee shall receive, hold, manage, convert, sell, exchange, invest, reinvest, disburse and otherwise deal with the assets of the Trust, including contributions to the Trust and the income and profits therefrom, without distinction between principal and income and in the manner and for the uses and purposes set forth in the Plan and as hereinafter, described, provided that the Trustee is authorized to delegate to the Recordkeeper certain of the specific powers listed below.

5.2 **Specific Powers.**

In the management of the Trust, the Trustee shall have the following powers in addition to the powers customarily vested in trustees by law and in no way in derogation thereof; provided, all such powers shall be exercised only upon and in accordance with the directions of the Participants, Beneficiaries, Alternate Payees, Employer, Administrator and, to the extent applicable, any duly appointed Investment Managers:

(a) **Purchase of Property**. With any cash at any time held by it, to purchase or subscribe for any authorized investment (as defined in Section 5.3) and to retain the same in trust;

(b) **Disposition of Property**. To sell, exchange, transfer or otherwise dispose of any property at any time held by it;

(c) **Retention of Cash**. To hold cash without interest in administrative accounts for contribution and distribution processing in such amounts as may be reasonable and necessary for the proper operation of the Plan and the Trust;

(d) **Exercise of Owner's Rights**. The Employer acknowledges and agrees that the Trustee shall not have the right or power to vote proxies appurtenant to securities that the Trustee holds except as directed by the Employer, Administrator, Participants, Beneficiaries or Alternate Payees, acknowledges and agrees that Trustee shall not make any review of, or consider the propriety of, holding or selling any assets held as Trust Assets in response to any tender offer, conversion privilege, rights offering, merger, exchange, public offering and/or any proxy action for any of such assets and agrees not to issue any directions to the Trustee relating to any corporate event, proxy votes or holding or selling assets held as Trust Assets that are contrary to or in violation of the terms of the Plan document or this Agreement or that are prohibited by the Internal Revenue Code of 1986.

(e) **Registration of Investments**. To cause any stock, bond, other security or other property held as part of the Trust to be registered in its own name or in the name of one or more of its nominees; provided, the books and records of the Trustee shall at all times show that all such investments are part of the Trust;

(f) **Qualified Pooled Investments**. To transfer, at any time and from time to time, all or any part of the Trust Assets to, or withdraw the same from, any pooled Investment Fund or group or collective trust, invested in similar types of securities or other investments, maintained by a bank or trust company (including, if applicable, the Trustee) supervised by a state or federal agency, which has been determined by the Internal Revenue Service to be a qualified trust or fund exempt from federal income tax under Code §501(a) and which has been established to permit separate trusts qualified under Code §401(a) to pool some or all of their funds for investment purposes; to the extent the Trust Assets are invested in such a pooled fund or group or collective trust, the terms of the instrument establishing such pooled fund or group or collective trust are made a part of this Agreement as fully as if set forth at length herein; the commingling of assets of this Trust with assets of other qualified participating trusts in such pooled funds or group or collective trusts is specifically authorized;

(g) **Purchase of Contracts**. To apply for, purchase, hold, transfer, surrender and exercise all incidents of ownership of any life insurance or annuity contract (but not a contract for a life annuity unless the Plan provides for the distribution of benefits in such form) which the Employer directs it to purchase;

(h) **Execution of Instruments**. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments, which may be necessary or appropriate to carry out the powers herein granted;

Settlement of Claims and Debts. To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Trust, to commence or defend suits or legal or administrative proceedings and to represent the Trust in all suits and legal and administrative proceedings;

(j) **Employment of Agents, Advisers and Counsel**. To employ suitable agents, actuaries, accountants, investment advisers, brokers, sub-custodians and counsel, and to pay their reasonable expenses and compensation. Counsel may be counsel to the Employer, and such counsel's advice may be sought on any legal matter including the interpretation of this Agreement and the Plan. The Trustee shall be fully protected in acting on advice of counsel to the Employer, if such counsel is acting on behalf of the Employer; and

(k) **Power to do any Necessary Act**. To do all acts which it may deem necessary or proper and to exercise any and all powers of the Trustee under the Plan and this Agreement upon such terms and conditions as it may deem in the best interests of the Trust.

5.3 **Authorized Investments**

(a) **General Definition**. "Authorized investment" as used in this Article V shall mean bonds, debentures, notes or other evidences of indebtedness; stocks (regardless of class) or other evidences of ownership, in any corporation, mutual investment fund, investment company, association or business trust: annuity contracts (other than life annuity contracts); guaranteed income contracts; and savings accounts and certificates and interest-bearing deposits in any depository institution (including the Trustee or any affiliate of the Trustee). "Authorized investments" shall not be limited to that class of investments which are defined as legal investments for Trust Assets under the laws of the state in which the Employer has its principal place of business or of any other jurisdiction.

(b) **Responsibility for Compliance**. The responsibility for determining whether any investment of Trust Assets complies with the terms of this Agreement and applicable law shall lie solely with the Employer, and the Trustee shall have no responsibility to ascertain whether any investment made at the direction of the Employer or other authorized person complies with the terms of this Agreement or applicable law. The Trustee's entering into this Agreement will not be deemed to be a determination that the investment of Trust Assets complies with the terms of this Agreement.

5.5 **Participant Loans.**

If provided for by the Plan, loans to Participants shall be granted and administered by the Administrator, provided that the Administrator may delegate some or all responsibility for granting and administering loans to the Recordkeeper. The Trustee shall distribute cash to Participants who are granted loans in such amounts and at such times as directed by the Administrator or the Recordkeeper. The Trustee hereby designates the Administrator and/or the Recordkeeper as the physical custodian of the promissory notes, responsible for the safekeeping of the promissory notes and other related documents. The Trustee has no responsibility to ascertain whether a loan complies with the provisions of the Plan or applicable law, for the decision of the Administrator or Recordkeeper to grant a loan, or for the collection and repayment of a loan.

ARTICLE 6
ADMINISTRATION

6.1 **Accounting by Trustee**.

(a) **Books and Records**. The Recordkeeper generally shall be responsible for keeping accurate and detailed records of all investments, receipts and disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Administrator, Employer, Recordkeeper and Trustee. All books and records relating thereto shall be open to inspection and audit, with reasonable advance notice, at all reasonable times during Recordkeeper's normal business hours by any person or persons designated by the Administrator, Employer or Employer. The Trustee shall promptly provide copies of such books or records to any persons designated by the Administrator. Any inspection shall be subject to all applicable rules of privilege and confidentiality, thereby excluding any non-relevant material that is privileged, confidential, proprietary, or subject to third party privacy interests or rights. Any relevant privileged or confidential information produced or disclosed in an inspection shall be subject to the confidentiality and use restrictions set forth herein.

(b) **Accounting**. Following the close of each Plan year of the Plan, or more frequently as the Trustee and the Administrator may agree, and after the effective date of the removal or resignation of the Trustee, the Recordkeeper, on behalf of the Trustee, will make available to the Administrator and the Employer (and/or their authorized designees) electronic records setting forth all transactions, including but not limited to investments, receipts, and disbursements effected by it during such year or during the period beginning as of the close of the last preceding year to the date of such removal or resignation. These electronic records will be made available in a timely manner to permit the preparation of Participant statements or to provide for the orderly replacement of the Trustee, as the case may be. Except as may be required by statute or by regulations published by federal government agencies with respect to reporting and disclosure, as may be required pursuant to the terms of the Plan or this Agreement or as reasonably may be requested by the Administrator, Employer or Employer, no person shall have the right to demand or to be entitled to any further or different accounting by the Trustee.

(c) **Release**. The Trustee shall forever be released and discharged from any liability or accountability to anyone with respect to the propriety of its acts or transactions shown in such annual accounting as of the deadline, with extension, for the Employer's filing of any report filed with a governmental entity, with respect to such period for which the report is filed or, if the Employer is not subject to any such filing requirement, 60 days from the date the electronic records are made available except with respect to any acts or transactions as to which the Administrator or Employer, within such 60-day period, files with the Trustee Effective Communication of disapproval. In the event such Effective Communication of disapproval is filed, and unless the matter is compromised by agreement between the Trustee and the Administrator or the Employer, the Trustee shall file its statement covering the period from the date of the last annual statement to which no objection was made in any court of competent jurisdiction for audit or adjudication.

(d) **Valuations**. The Trustee shall deliver to the Administrator and the Employer (and their authorized designees) such information as may be required or requested to permit the Trust Assets to be valued at such other times as the Administrator or Employer shall deem appropriate. Employer shall designate a party, other than Trustee, to be responsible for valuations of assets held by a custodian other than Trustee or Sub-Custodian and any assets held by the Plan for which prices are not readily available on a nationally recognized securities exchange.

(e) **Reliance on Recordkeeper.** The Trustee shall be entitled to rely on the Recordkeeper and any custodian, other than Trustee or Sub-Custodian, for the maintenance and provision of all records (including participant loan records) specified in this Section 6.1.

6.2 **Expenses.**

The expenses incurred by the Trustee in the performance of its duties hereunder, including:

(a) fees for legal services rendered to the Trustee;

(b) compensation of the Trustee; and

(c) all other proper charges and disbursements of the Trustee, including all personal property taxes, income taxes and other taxes of any and all kinds whatsoever, that may be levied or assessed under existing or future laws upon or in respect of the Trust or any money, property or security forming a part of the Trust Assets;

shall be paid by the Trustee from the Trust Assets, and the same shall constitute a charge upon the Trust Assets, unless the Trustee receives payment of the same or any part thereof from the Employer or otherwise.

To the extent a Participating Employer pays any expenses that are properly payable from the Trust Assets, the Trustee shall reimburse the Participating Employer from the Trust Assets if requested to do so by the Participating Employer.

ARTICLE 7
REMOVAL AND RESIGNATION OF TRUSTEE; SUCCESSOR TRUSTEE

7.1 **Removal and Resignation**.

The Employer may remove the Trustee at any time upon 60 days Effective Communication delivered to the Trustee. The Trustee may resign at any time upon 60 days Effective Communication delivered to the Employer. In either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the successor Trustee. Until the effective date of the appointment of a successor Trustee (or the termination of the Trust and complete distribution of its assets), the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

7.2 **Final Accounting.**

In any such case, the Employer shall notify the Trustee of the appointment of a successor trustee, and the Trustee shall convey and deliver to such successor trustee all of the Trust Assets. Within 90 days after any such removal or resignation of the Trustee, the Trustee shall make a final accounting to the Employer, Administrator and as of the effective date of such removal or resignation pursuant to the terms of Section 6.1.

ARTICLE 8
AMENDMENT OF TRUST; TERMINATION OF PLAN

8.1 **Amendment of Trust.**

(a) **Right to Amend**. The Employer and the Trustee may by written agreement amend this Agreement at any time or from time to time, and any such amendment by its terms may be retroactive. All such amendments will be included in the Trust Specifications Schedule.

(b) **Exclusive Benefit**. Notwithstanding the foregoing, no amendment shall be made which would authorize or permit any Trust Assets, other than such assets as are required to pay taxes and administration expenses, to be used for or diverted to purposes other than the exclusive benefit of Participants, Beneficiaries or Alternate Payees, except that this Agreement may be amended retroactively and to affect the benefits of Participants, Beneficiaries or Alternate Payees if necessary to cause the Plan and Trust to be or remain exempt from income taxes under the Code.

8.2 **Termination of Plan**.

In the event of termination of the Plan, the Trustee shall continue to hold the Trust, to be applied and distributed in accordance with the terms of the Plan.

ARTICLE 9
MISCELLANEOUS

9.1 **Nonalienation of Benefits**.

Except as provided under the provisions of the Plan relating to loans to Participants and to qualified domestic relations orders and to the extent permitted by law, neither the benefits payable from the Trust Assets nor any interest in any of the assets of the Trust Assets shall be subject in any manner to the claim of any creditor of a Participant, Beneficiary or Alternate Payee or to any legal process by any creditor of such Participant, Beneficiary or Alternate Payee; and neither a Participant nor any Beneficiary or Alternate Payee shall have any right to alienate, commute, anticipate or assign any right to benefits payable from or any interest in the Trust, except as provided in the Plan.

9.2 **Exclusive Benefit.**

Except as otherwise provided in the Plan and this Agreement, no part of the Trust hereunder shall be used for or diverted to any purpose other than for the exclusive benefit of Participants, Beneficiaries or Alternate Payees or the payment of expenses as herein provided.

9.3 **Effect of Plan**.

The Trustee is not a party to the Plan, and in no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Trustee any power or responsibility other than as set forth in this Agreement. In the event of any conflict between the provisions of the Plan and this Agreement, this Agreement shall be deemed to be incorporated into and be a part of the Plan. The Trustee shall not be a fiduciary under the Plan and shall not have the authority to interpret the Plan.

9.4 **Entire Agreement**.

This Trust Agreement along with the Trust Specifications Schedule constitute the entire Agreement between the parties hereto with regard to the subject matter hereof, and there are no other agreements or understandings between the parties relating to the subject matter hereof other than those set forth or provided for herein.

9.5 **Approval of the Employer.**

9.6 **Notices.**

Effective Communication may be made to the parties at the addresses listed in the Trust Specifications Schedule or to such other addresses as may be agreed upon by the parties.

9.7 **Liability for Predecessor or Successor.**

No successor trustee hereunder in any way will be liable or responsible for any actions or omissions of any prior trustee in the administration of the Trust or the assets comprising the Trust prior to the date such successor trustee assumes its obligations hereunder, nor will any prior trustee in any way be liable or responsible for any actions or omissions of any successor trustee.

9.8 **Liability for Acts of Others**

The Trustee shall not be liable for the acts or omissions of the Employer, Recordkeeper, Administrator, Investment Manager, Participants, Beneficiaries, Alternate Payees or any custodian (other than Sub-Custodian, provided that such liability will be limited to liability arising from those duties and responsibilities delegated to Sub-Custodian under the services agreement between Trustee and Sub-Custodian), except with respect to any acts or omissions of any such party in which the Trustee participates knowingly or which the Trustee knowingly undertakes to conceal, and which the Trustee knows constitutes a breach of fiduciary responsibility of such party.

9.9 **Indemnification**

In the event that the Trustee incurs any liability, loss, claim, suit or expense (including without limitation attorneys' fees) in connection with or arising out of its provision of services under this Agreement or its status as Trustee hereunder, then the Employer shall indemnify and hold the Trustee harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from a breach by the Trustee of responsibilities specifically allocated to it by the terms of the Agreement. The Trustee shall hold the Employer and Administrator harmless against any loss, claim, suit or expense (including without limitation attorneys' fees) incurred as a result of the Trustee's negligence or a breach by the Trustee of any service covered by this Agreement. The indemnification provided by this Section shall survive the termination of this Agreement.

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of Georgia, except to the extent superseded by any federal law.

9.11 **Execution in Counterparts**.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

TRUST SPECIFICATIONS SCHEDULE

I. The Trust Agreement is amended as follows:

Amendments to Article I:

1.7 **Effective Communication**

If to the Employer: City of Stockton
22 E. Weber Ave. Ste. 150
Stockton, CA 95202

If to the Administrator: _____
_____
_____
_____

If to the Trustee: Reliance Trust Company
1100 Abernathy Road, N.E. Suite 400
Atlanta, Georgia 30328-5634
Attn: _____

1.20 **Effective Date** means May 1 2014.

1.21 **Employer** means City of Stockton and its successors that adopt the Plan.

1.22 **Plan** means City of Stockton 401(a) Plan as such Plan may be amended from time to time.

1.23 **Recordkeeper** means MassMutual, the Plan's duly appointed recordkeeper and any of their respective agents or assigns, including processing agents.

The amendments to Article 1 are effective as of May 1, 2014.

Amendments to Article 9

Section 9.9 Indemnification is hereby deleted in its entirety.

Section 9.10 is amended to read as follows:

9.10 **Controlling Law**.

This Agreement shall be construed according to the laws of the State of California, except to the extent superseded by any federal law.

The amendments to Article 9 are effective as of May 1, 2014.

IN WITNESS WHEREOF, the Employer and the Trustee have caused this Agreement to be signed by their duly authorized officers or representatives as of the day first written above.

EMPLOYER

_____

By:

Title:_____

Date:_____

TRUSTEE

RELIANCE TRUST COMPANY

By:_____

Title:_____

Date:_____

Exhibit Q
Full-Time 457 Plan

INVESTMENT AGREEMENT

issued by

Massachusetts Mutual Life Insurance Company ("MassMutual")

Investment Agreement Number	MR 061361
Investor	City of Stockton
Effective Date	May 1, 2014
Anniversary Date	Anniversaries will occur on each May first after the Effective Date
Issue Date	May 1, 2014
Investment Agreement	This Agreement is a group annuity contract that funds benefits for plans satisfying the requirements under section 457 of the Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan but this Agreement does not require the purchase of annuities. MassMutual will accept deposits of plan assets and pay benefits under the terms of this Agreement. MassMutual issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement. This Agreement is delivered in California and is subject to its laws. In Witness Whereof, MassMutual has executed this Agreement at Our Home Office in Springfield, Massachusetts as of the Issue Date, to take effect on the Effective Date.

Secretary President

CERTAIN PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WILL INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT BUT ARE BASED ON INVESTMENT EXPERIENCE OF A SEPARATE INVESTMENT ACCOUNT. THE VALUE OF THE GUARANTEED INTEREST ACCOUNT MAINTAINED FOR THIS CONTRACT AND PAYMENTS BASED ON THE VALUE MAY VARY UPON DISCONTINUANCE OF CONTRIBUTIONS.

Massachusetts Mutual Life Insurance Company and affiliated insurance companies ◆1295 State Street, Springfield MA 01111-0001 ◆(413) 788-8411

CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

The California Life and Health Insurance Guaranty Association
P.O. Box 16860
Beverly Hills, California 90209

California Department of Insurance
Consumer Service Division
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guaranty Association if they live in this state and hold a life insurance contract or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this Guaranty Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds that live outside that state).

The Guaranty Association also does **not** provide coverage for:

- Unallocated annuity contracts, that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans to the extent the plan is self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer, or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act limits the Association to pay benefits as follows:

Life and Annuity Benefits

- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
- $100,000 in cash surrender values,
- $100,000 in present value of annuities, or
- $250,000 in life insurance death benefits.
- A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

Health Benefits

- A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

Premium Surcharge

- Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

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Section 1 – Deposits

1.01 Transferred Assets

The Investor will deposit approximately $58,000,000 of Transferred Assets that were held under a prior funding vehicle immediately before the Effective Date of this Agreement.

1.02 Contributions

Subject to the terms of the Plan and the provisions of Section 1.04, the Investor will deposit into the Agreement 100% of the Contributions to the Plan that are to be allocated to the Guaranteed Interest Account.

1.03 Grace Period for Deposits

The Investor will deposit Transferred Assets within thirty-one (31) days of the later of the Issue Date or Effective Date or such later date as is mutually agreed upon by the Investor and MassMutual. The Investor will deposit Contributions as soon as administratively feasible following the date they are made to the Plan.

1.04 Limitations on Deposits

Only if the Investor and MassMutual mutually agree may the Investor deposit amounts attributable to: (i) a transfer or rollover of assets from another plan on or after the Effective Date; (ii) the addition of new groups or categories of eligible employees to the Plan after the Effective Date; (iii) transfers or rollovers from a Code section 408 individual retirement account or an individual retirement annuity, a Code section 403(b) tax sheltered annuity or a Code section 457 deferred compensation plan on or after the Effective Date; or (iv) non-tax-deductible Contributions to the Plan.

1.05 Allocation Instructions for Deposits

The Investor will provide MassMutual with allocation instructions for the Deposits. These instructions and any revised instructions will be effective as soon as administratively feasible, but in no event later than five (5) Business Days following the date MassMutual receives Effective Communication of the allocation instructions. The Investor may allocate the Deposits to the Guaranteed Interest Account. Allocation instructions will remain in effect until the Investor provides MassMutual with Effective Communication of revised instructions.

1.06 Allocation Date for Deposits

MassMutual will allocate Deposits as soon as reasonably practicable but in no event later than the Valuation Date occurring five (5) Business Days after the later of: (i) the Effective Date; (ii) the Issue Date; or (iii) the date MassMutual receives the Deposit and Effective Communication of the allocation instructions. Until MassMutual allocates the Deposits in accordance with the allocation instructions, MassMutual will invest the Deposit in the Premier Money Market Fund from the date MassMutual receives the Deposit up to and including the Valuation Date prior to the date on which MassMutual allocates the Deposit.

Section 2 – Transfers Between Plan Investment Options

2.01 Transfers

Subject to the terms of the Plan, the Investor may direct transfers between Plan investment options, including any selected investment option described in a Guaranteed Interest Account Schedule. MassMutual will apply the limitations described in the Guaranteed Interest Account Schedule to these transfers.

2.02 Frequency and Timing of Transfers

A. Daily Transfers.

Subject to the terms of the Plan, MassMutual permits daily Transfers.

B. Allocation Date for Transfers.

MassMutual will allocate Transfers as soon as reasonably practicable, but in no event later than the Valuation Date occurring five (5) Business Days following the date MassMutual receives Effective Communications from the Investor or a Participant regarding the Transfer.

Section 3 - Distributions

3.01 Benefit Payments

A. In General

Distributions for the purpose of making benefit payments, including loans and in-service withdrawals, will be made by MassMutual following receipt of Effective Communications from the Investor. MassMutual must receive Effective Communication of an election of a benefit payment form at least thirty-one (31) days prior to the date on which either an annuity is to be purchased or thirty-one (31) days prior to the date on which benefit payments are to commence. An election of a form of benefit payment is subject to the terms of the Plan and applicable federal and state laws and regulations. Except as provided below, any modification, retraction, or change of a benefit payment election must be made prior to the date benefit payments commence.

B. Lump-sum Cash Payment Option

(1) MassMutual, upon receipt of Effective Communications from the Investor and subject to the terms of the Plan and Section 3.02, will make a benefit payment in a lump-sum cash payment equal to the balance of the Participant's Plan Account.

(2) MassMutual will not make a benefit payment under this lump-sum cash payment option after the Termination Date.

C. Installment Payment Option

(1) MassMutual, upon receipt of Effective Communication from the Investor and subject to the terms of the Plan, will make benefit payments in installments equal to the balance of the Participant's Plan Account.

(2) Effective Communication of an election of installment payments must specify either: (i) benefit payments in equal amounts, except that the last payment which exhausts the Participant's Plan Account may be smaller; (ii) a specific number of benefit payments, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the number of remaining benefit payments to be made; or (iii) benefit payments over the Participant's life expectancy, or the life expectancy designated in accordance with the terms of the Plan, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the applicable life expectancy as redetermined each year.

(3) The Plan Account of a Participant who elects installment payments will remain invested in the Guaranteed Interest Account during the time in which the installment payments are made to the Participant.

(4) Installment payments will terminate with the earlier of: (i) the benefit payment which completely exhausts the balance of the Participant's Plan Account; (ii) completion of the installment payment period; (iii) the Participant's election to receive the balance of the Participant's Plan Account in a lump sum; (iv) the last benefit payment due preceding the death of the Participant; or (v) the Termination Date. At the death of the Participant, any outstanding balance of the Participant's Plan Account will be paid in accordance with the provisions of the Plan.

D. Annuity Purchase Option

(1) The Investor may, but is not required to, purchase an annuity for any person who is eligible to receive an annuity under the Plan. Subject to the terms of the Plan, MassMutual will make available any form of annuity customarily offered by MassMutual and, upon receipt of Effective Communication from the Investor, will make annuity benefit payments. MassMutual will not permit the purchase of an annuity under this option after the Termination Date.

(2) If the Investor elects to purchase an annuity for a Participant, MassMutual will apply to the purchase of the annuity the amount by which the balance of the Participant's Plan Account exceeds the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity. The consideration applied to the purchase of an annuity will be net of the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity.

The minimum amounts of an annuity which can be purchased under this Agreement are based on the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years, at 3% interest for immediate annuities and 2% interest for deferred annuities and a loading of 2% of the net rate.

Sample monthly amounts of life annuity (commencing immediately) which can be provided by $1,000 of net consideration are as follows:

Age of Person at Date of Purchase	Amount of Annuity
55	$4.15
60	4.62
65	5.25
70	6.10
75	7.30

MassMutual will provide amounts of annuity for other ages and other annuity forms upon request. The amount of annuity will not be less than what is provided by MassMutual at the time of purchase under other investment agreements in the same class as this Agreement.

Any annuity which, under the terms of the Plan, is the actuarial equivalent of a stated annuity will have the same present value on the date payment commences as the stated annuity. If the Plan does not provide for the determination of actuarial equivalence, the present value will be determined on the basis of the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years and interest at 3% for immediate annuities and 2% for deferred annuities.

Each person for whom an annuity is purchased will receive an annuity certificate from MassMutual. Application of the balance of the Participant's Plan Account to the purchase of annuities on the basis of data and certifications received by MassMutual from the Investor will be deemed conclusive, except as otherwise provided in Section 3.02.

3.02 Misstatements and Adjustments

If MassMutual discovers that any fact pertaining to the determination of a benefit payment was misstated, or MassMutual discovers a clerical error, MassMutual will make the following adjustments. MassMutual will: (i) correct the amount payable retroactively to the date MassMutual began making benefit payments; and either (ii) deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the benefit payment amount; or (iii) pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the benefit payment amount.

3.03 Corrective Distributions

On or prior to the Termination Date and subject to the terms of the Plan, corrective distributions will be made if mandated by applicable law and regulations.

3.04 Expense Distributions

MassMutual will deduct monthly from assets invested under this Agreement amounts owed for expenses and charges described in the Expense Schedule. Instead of deducting expenses and charges described in the Expense Schedule from assets invested under this Agreement, the Investor may provide Effective Communication to MassMutual electing to directly pay the expenses and charges on a monthly basis, which expenses shall be due and payable by the Investor to MassMutual within thirty (30) days of the date of the invoice from MassMutual. If the expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual shall have the right to withdraw the amount of the unpaid expenses and all future expenses from assets invested under this Agreement.

In accordance with Effective Communication from the Investor, MassMutual agrees to deduct and pay from assets invested under this Agreement amounts owed for expenses incurred on behalf of the Plan other than those expenses and charges described in the Expense Schedule.

3.05 Outside Fund Distributions.

On or prior to the Termination Date and subject to the terms of the Plan and any limitations described in the Guaranteed Interest Account Schedule, the distribution from the Agreement of funds resulting from employee-directed investment transfers to outside funds, will be made.

Section 4 - Termination

4.01 Termination Events

A. In General.

MassMutual will fully or partially terminate this Agreement under the following circumstances:

(1) The Investor provides Effective Communication to MassMutual that the Agreement will be fully or partially terminated as of a date selected by the Investor, which will be no earlier than thirty (30) days after the Investor provides Effective Communication to MassMutual.

(2) The Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision.

(3) There is a termination or partial termination of the Plan.

(4) The Investor breaches a provision of the Agreement.

(5) MassMutual provides Effective Communication to the Investor that the Agreement will be terminated as of a date at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

B. Pending Termination.

MassMutual may defer making withdrawals and transfers for up to ten (10) days during which MassMutual is considering terminating the Agreement.

C. Timing of Termination.

If the Agreement is terminated under Section 4.01(A)(1), then the Termination Date is the later of the date specified in, or the date of receipt of, the Effective Communication that the Agreement is being terminated, unless both parties agree otherwise. If the Agreement is terminated under Section 4.01(A)(2), (3) or (4), then the Termination Date is the date MassMutual first discovers that the Plan no longer satisfies applicable Code requirements, the Plan has been fully or partially terminated, or the Investor has breached a provision of the Agreement. If the Agreement is terminated under Section 4.01(A)(5), then the Termination Date is a date specified by MassMutual at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

4.02 Result of Termination

A. Deposits, Transfers and Distributions

After the Termination Date, except with the mutual agreement of MassMutual and the Investor, MassMutual shall not accept Deposits, permit Transfers or make Distributions.

B. Expenses

After the Termination Date, MassMutual shall deduct any Expenses, as provided in Section 3.04, including any that have not been paid before the Termination Date.

C. Investment Allocation

MassMutual shall determine the value of the General Account Assets. The amount of the General Account Assets will be held in the general investment account of MassMutual and credited with the Holding Account Rate from the Termination Date until disbursed in accordance with Section 5, except as hereinafter provided.

Section 5 – Termination Payments

5.01 Termination Payment Options

MassMutual will disburse all assets held under this Agreement in accordance with Effective Communication of one of the following payment options from the Investor. In the event no option is elected within thirty-one (31) days of the Termination Date, the applicable Book Value Installment Payment Option will be deemed to have been elected by the Investor.

5.02 Book Value Installment Payment Options

This Option provides for installment payments of the General Account Assets. Payments will be made under Section 5.02A if the Termination Date occurs on an Anniversary Date. Payments will be made under Section 5.02B if the Termination Date occurs other than on an Anniversary Date.

A. Five Year Rate Reset Installment Option

This option provides for payment in six (6) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the next five (5) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement at the Guaranteed Interest Rate credited to the Guaranteed Interest Account as of the Termination Date for the duration of the Rate Period in which the Termination Date occurs. At the same time that MassMutual would otherwise provide Effective Communication of the Guaranteed Interest Rate for subsequent Rate Periods, as specified in the Guaranteed Investment Account Schedule, MassMutual will also provide the installment interest rate under this option that will apply for such Rate Period. In no event will this interest rate be less than the Agreement Minimum Interest Rate. Benefit payments will not be made during the installment payment period.

B. Ten Year Installment Option

This option provides for payment in eleven (11) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the ten (10) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement. Such rate of interest will be 1.0% below the rate of interest equal to the net effective interest rate being credited to the Guaranteed Interest Account determined as of the Termination Date, but in no event less than the Initial Minimum Annual Interest Rate. Benefit payments will not be made during the installment payment period.

5.03 Annuity Purchase Payment Option

The Investor may, but is not required to, purchase annuities under this Agreement. If the Investor elects to purchase annuities for all of the Participants, MassMutual will apply to the purchase of annuities the amount by which (i) exceeds (ii), where: (i) equals the Market Value of the General Account Assets; and (ii) equals the sum of: (I) administrative expenses applicable to the purchase of the annuities, and (II) any State premium tax liability due with respect to the purchase of the annuities.

If permitted under the terms of the Plan, if a Participant is eligible to receive a retirement benefit, such Participant may choose by means of Effective Communication either an immediate or deferred annuity. If the Participant is not eligible to immediately receive a retirement benefit under the provisions of the Plan, a deferred annuity will be purchased for such Participant. The basis for the purchase of an annuity is determined in accordance with Section 3.01D. Any balance remaining under the Agreement that is not used to provide annuities will be paid under the Lump-Sum Payment Option.

5.04 Lump-Sum Payment Option

This option provides for a lump-sum cash payment. The amount of the Market Value of the General Account Assets will be paid in one sum in accordance with Section 5.06 not later than six (6) months after the Termination Date, provided that if the Market Value of the General Account Assets is larger than $1.5 million, MassMutual may make payment in installments at four-week intervals. Each installment withdrawn is limited to the larger of $1.5 million or ten percent (10%) of the total amount to be withdrawn and the first payment will be made not later than six (6) months after the Termination Date.

5.05 Plan Termination Payment Option

If the Plan is terminating, the Investor may offer the Participants under this option a choice of an annuity under Section 5.03 or lump-sum cash payments under Section 5.04, as provided in accordance with the terms of the Plan. Any payments will be made in accordance with an Effective Communication.

5.06 Certification

In the event of the election of the book value installment payment option or the lump-sum payment option, the Investor will in the Effective Communication: (i) designate the trustee or insurance company that is to receive the payment; and (ii) certify that the amount so paid is to be used to provide benefits for those employees who would be entitled to benefits under the Plan and such Plan, in the opinion of the Investor, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

Section 6 – Agreements of the Parties

6.01 Information Required by MassMutual

The Investor agrees to provide Effective Communication of all information required by MassMutual, including information required to process Deposits, Transfers, and Distributions, or to meet any other obligation under this Agreement, in such form and at such time as the Investor and MassMutual mutually agree. The Investor and MassMutual agree that the Plan fiduciary's determination of the eligibility of any person for, and the amount of, any benefit payment will be conclusive.

The Investor agrees to provide MassMutual with the Plan document, the summary plan description and the latest Form 5500, or other required forms, filed with the Internal Revenue Service or Department of Labor, unless otherwise agreed upon by the parties.

The Investor agrees to furnish to MassMutual a copy of a current determination letter from the Internal Revenue Service that the Plan, as it may be amended from time to time, meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision.

The Investor agrees to provide Effective Communication to MassMutual within seven (7) days after the Plan Sponsor receives written notification from the Internal Revenue Service that the Plan no longer meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision or the Plan Sponsor terminates or partially terminates the Plan.

MassMutual may rely entirely on the information it receives from the Investor and is not responsible for any exclusions or inaccuracies.

6.02 Plan Change Or Amendment

The Investor agrees to provide Effective Communication at least sixty (60) days in advance of the effective date of any change in Plan operation, including changes in investment allocation, the establishment or activation of, or material change in, any Plan investment fund or any change in administrative procedures or any amendment to the Plan. The notice shall include a description of the proposed change or amendment. MassMutual shall have forty-five (45) days from the date of receipt of the notice to determine whether it can continue to operate the Agreement under its current terms following the proposed change or amendment. If MassMutual determines that the proposed change or amendment has an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement, MassMutual shall either:

(i) propose an amendment to this Agreement that it deems necessary as a result of the change or amendment; or
(ii) terminate the Agreement, before the effective date of the change or amendment if MassMutual and the Investor are unable to reach agreement, including agreement upon any amendment to this Agreement, that MassMutual deems necessary.

The Investor agrees that it will be a breach of this Agreement for the Plan Sponsor to adopt any change or amendment that would have an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement unless the Investor and MassMutual have agreed to any such amendment to this Agreement that MassMutual deems necessary as a result of the change or amendment.

6.03 Prohibited Communication

The Investor agrees that it will be a breach of this Agreement for the Investor, Plan Sponsor or the Plan fiduciary to deliver any communication to Participants, either directly or indirectly, that is intended to induce Participants to withdraw or transfer funds from the Guaranteed Interest Account to another investment option under the Plan (a "Prohibited Communication"); provided that communications delivered to Participants which are not intended to be biased against a particular investment option under the Plan and are factual information concerning investment options, general discussions of asset allocation principles or investment strategies, fair and accurate descriptions of the risk and reward characteristics of the available investment options, or information required to be delivered for the Plan to maintain its qualification under Section 401(a) of the Code or to satisfy Section 404(c) of ERISA will not be deemed to induce Participants to withdraw or transfer funds.

6.04 Clone Agreement

If, as a result of the sale of a part or all of the Plan Sponsor's or an affiliated employer's business (including both stock and asset sales), Participants' employment with the Plan Sponsor or an Affiliated Employer is terminated but is continued with a successor employer and the impacted employees are immediately included in a defined contribution plan of the successor employer, then if the successor employer's plan meets MassMutual's underwriting requirements, MassMutual may offer the successor employer an investment agreement on behalf of such employees with provisions substantially similar to the terms then in effect under this Agreement at the Termination Date (a "Clone Agreement").

If the successor employer accepts the Clone Agreement, funds maintained under this Agreement with respect to such group of employees will be withdrawn and transferred to the new investment agreement following the issue date of such investment agreement. If the Clone Agreement is not accepted by the successor employer, or if such group of employees are not immediately included in a defined contribution plan of the successor employer, amounts withdrawn on behalf of such employees shall be transferred in accordance with the provisions of Section 4.02.

Section 7 – General Provisions

7.01 Responsibility for Funding Vehicle

The Investor is solely responsible for selecting this Agreement as the funding vehicle appropriate for the Plan.

7.02 Nondiversion of Benefits

Prior to the satisfaction of all liabilities with respect to persons whose Plan benefits are funded by this Agreement, funds maintained with respect to this Agreement will only be used for the exclusive benefit of such persons and for payment of administrative expenses as determined in accordance with this Agreement.

7.03 Payment of Benefit

Other than for the purposes of Section 7.04, annuity payments cannot be made to a person other than the annuitant unless permitted by law and with the written consent of the Investor.

7.04 Facility of Payment

If any person is, in the opinion of MassMutual, legally or physically unable to receive and endorse a payment due hereunder and a guardian has not been appointed, MassMutual may make payment to the person or institution who, in MassMutual's determination, is responsible for that person until such time as MassMutual is notified of a duly appointed guardian or other legal representative. Payment in this manner relieves MassMutual of any liability to the extent of the payment and the application of the money paid.

7.05 Evidence of Survival

MassMutual has the right to require satisfactory evidence that any person entitled to receive an annuity payment under this Agreement is alive on each date payment is due. MassMutual may withhold payments until it receives satisfactory evidence.

7.06 Designation of Beneficiary

A Participant's beneficiary will be designated in accordance with the terms of the Plan. If there is no designated beneficiary living upon the death of a Participant and the Plan does not designate a beneficiary, then any benefit payment hereunder will be paid to such Participant's executors or administrators.

7.07 Basis of Reserves

MassMutual will hold reserves under this Agreement equal to the minimum required by law. Reserves for any annuities purchased in accordance with this Agreement will be at least equal to the minimum required by law.

7.08 Limitation of Liability

MassMutual will be liable for any Distribution or Termination Payment under this Agreement only to the extent the Market Value of the General Account Assets, less estimated Expenses, which include a charge for assets held under the Agreement and the expense of any services provided, is sufficient therefor at the time such Distribution or Termination Payment is to be made.

7.09 Correction of Breach

If the Investor breaches a provision of the Agreement and subsequent to such breach MassMutual permits Transfers or makes Distributions from the General Account Assets in accordance with Section 2 or Section 3, MassMutual will recover the difference between the amount so withdrawn and the GIA Market Value of the amount so withdrawn by withdrawing such amounts from the remaining funds.

7.10 Deferral of Allocation of Deposits and Withdrawals

MassMutual may defer Transfers, Distributions, Termination Payments and the allocation of Deposits under the Agreement if there is an emergency, an interruption in the normal operation of banks or securities exchanges or any other circumstance that makes the purchase of, sale of, liquidation of, or receipt of payment for securities impractical. Deferred Deposits, Transfers, Distributions and Termination Payments will be made within a reasonable period of time after the end of the emergency or interruption.

7.11 Entire Agreement

This Agreement, which includes the Guaranteed Interest Account Schedule, the Expense Schedule, and the Application of the Investor, constitutes the entire agreement between the parties.

7.12 Assignment

No assignment of this Agreement will be effective or valid unless: (i) there has been Effective Communication of the original or a true copy of the assignment; and (ii) MassMutual has consented in writing to the assignment. MassMutual will not unreasonably withhold its consent to an assignment but assumes no responsibility for the validity of any such assignment.

7.13 Amendment

This Agreement may be amended at any time by agreement between MassMutual and the Investor without the consent of any person receiving, or entitled to receive, benefit payments from this Agreement. No such amendment will affect the amount or the terms of any annuity purchased prior to the effective date of such amendment.

7.14 Modification

MassMutual may modify this Agreement at any time to comply with applicable law by providing Effective Communication to the Investor at least thirty-one (31) days prior to the effective date of the modification and subject to the following conditions: (i) a modification may not affect the amount or terms of any annuity purchased prior to the effective date of the modification; and (ii) a modification may not reduce any existing Guaranteed Interest Rate.

MassMutual may modify this Agreement at any time to add Separate Investment Accounts to the Separate Investment Account Schedule by providing Effective Communication to the Investor. The new Separate Investment Accounts will not be available as investment options under the Plan until such time as the Investor and MassMutual mutually agree.

MassMutual may modify the Market Value Formula by providing Effective Communication to the Investor at least ninety (90) days prior to the effective date of the modification, provided the Investor may terminate this Agreement under the existing formula prior to the effective date of the modification.

MassMutual may modify the expenses and charges described in the Expense Schedule or impose an expense or charge not currently provided for under the Agreement, effective as of any Anniversary Date by providing Effective Communication to the Investor at least one hundred and twenty (120) days prior to such Anniversary Date.

7.15 Arbitration Clause

If anything in this Agreement is disputed by the Investor or MassMutual and it cannot be resolved to the mutual satisfaction of the Investor and MassMutual, either the Investor or MassMutual may, by a written request for arbitration delivered to the other, require that the matter be arbitrated under the American Arbitration Association's commercial arbitration rules. If the Investor and MassMutual cannot agree on a single arbitrator within seven days of the delivery of the request for arbitration, three disinterested arbitrators will be used, one to be chosen by the Investor, one to be chosen by MassMutual, and the third to be chosen by the first two before they enter arbitration, to act as umpire. If either the Investor or MassMutual fail to appoint an arbitrator, or if two arbitrators fail to appoint a third arbitrator within seven days, either the Investor or MassMutual may request the American Arbitration Association to appoint the necessary arbitrator(s). Any court having jurisdiction can pass judgment on the award rendered by the arbitrators.

7.16 Form and Gender

Wherever the context of this Agreement requires, the singular includes the plural, the plural the singular, and the masculine the feminine.

Section 8 – Definitions

Capitalized terms used in this Agreement that are not defined herein will have the meanings ascribed to them in the applicable schedule.

8.01 Account

Account means the amount maintained under the Plan for each person participating in the Plan.

8.02 Agreement

Agreement means this investment agreement, including the Guaranteed Interest Account Schedule, Expense Schedule and Application.

8.03 Business Day

Business Day means each day on which the New York Stock Exchange is open for business.

8.04 Code

Code means the Internal Revenue Code of 1986, as amended.

8.05 Contributions

Contributions means amounts contributed to the Plan on or after the Effective Date of this Agreement.

8.06 Deposits

Deposits means Contributions and Transferred Assets described in Section 1.

8.07 Distributions

Distributions means withdrawals for benefit payments and Expenses and corrective distributions described in Section 3.

8.08 Effective Communication

Effective Communication means written or electronic communication in a form satisfactory to MassMutual, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation (with a confirming copy sent by overnight courier) if sent electronically or by facsimile or like transmission, and on the next business day when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier. The Investor will submit Effective Communications to MassMutual at the following address:

Massachusetts Mutual Life Insurance Company
Retirement Services
430 W 7th Street
Kansas City, MO 64105

MassMutual will submit Effective Communications to the Investor at the Investor's principal place of business or as the Investor and MassMutual mutually agree.

8.09 ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

8.10 Expenses

Expenses means expenses, fees and charges described in the Expense Schedule.

8.11 General Account Assets

General Account Assets means the sum of the amount of the Guaranteed Interest Account and all other amounts held under the Agreement in MassMutual's general investment account.

8.12 GIA Market Value

GIA Market Value means the value of the General Account Assets as of a Valuation Date determined by applying the market value factor determined under the Market Value Formula as of the date of the partial or complete termination of the Agreement to the value of the General Account Assets as of such Valuation Date.

8.13 Guaranteed Interest Account

Guaranteed Interest Account means the accounts maintained under this Agreement to determine the amount of the Investor's interest in MassMutual's general investment account. The amount of the Guaranteed Interest Account at any time will be the sum of the amount of such Guaranteed Interest Account on the last Valuation Date after adjustments for deposits and withdrawals plus interest from the last Valuation Date at the Guaranteed Interest Rate applicable to such Guaranteed Interest Account.

8.14 Guaranteed Interest Account Schedule

Guaranteed Interest Account Schedule means the schedule that describes the Guaranteed Interest Account available under the Agreement and all conditions associated with the use of such investment option under this Agreement.

8.15 Holding Account Interest Rate

Holding Account Interest Rate means the interest rate credited on any balance that is not paid and is based on the net yield being realized by Separate Investment Account G, a pooled separate investment account invested primarily in short-term interest bearing instruments. The net yield is determined as the annual rate of return after adjustments for investment expenses, duration from issue to maturity date, maturity par values for each asset, and the assumption that reinvestment will be made by purchase of identical assets. The Holding Account Rate is an effective annual rate and is credited at the equivalent daily rate. The rate is reviewed weekly and reset at least as frequently as quarterly. The Holding Account Rate is not guaranteed for any length of time.

8.16 Investor

Investor means the fiduciary, Plan Sponsor or trustee to which the Agreement is issued, as listed on the face page of the Agreement.

8.17 Market Value Formula

Market Value Formula means the formula used to determine the market value factor. The Market Value Formula takes into consideration the following factors, which are further defined below: (i) the interest rate being earned by investments underlying the Guaranteed Interest Account determined, in accordance with MassMutual's procedures for investment agreements in the same class as this Agreement; (ii) the assumed interest rate obtainable by MassMutual on new investments; and (iii) the asset flows of an investment with coupons and maturity characteristics based upon the foregoing rates. The rates entering into the Market Value Formula, the methods employed in the computation, and any amount determined by the application of the Market Value Formula will be deemed conclusive.

The Market Value Formula is the same as a serial bond valuation formula for a bond which repays its original principal in installments, pays interest on the outstanding principal, and is being valued in the current interest rate environment. The Market Value Formula is:

a/r + (1-a/r) x (j/i) = market value factor

where

i = the assumed new money rate. Used for this rate is the Barclays Capital U.S. Aggregate Index (excluding Treasuries) Yield Average as of the last Business Day of the latest calendar month for which such yield has been published prior to the date as of which the Market Value is being determined, adjusted by MassMutual to cause the duration of the index to be equal to that of the General Investment Account assets underlying this Agreement, reduced according to MassMutual's dividend interest rate practices for determining the (j) rates being used by MassMutual for the Retirement Services segment of the general investment account.

j = the experience rate for the Agreement. It is determined as the weighted average of the investment year interest rates being used by MassMutual for the Retirement Services segment of the general investment account, where such weighted average reflects the distribution to the various investment years of the investment agreements' funds.

a = the present value of an immediate annuity of $1 per year for r years with interest at the rate (i). The formula to be used to calculate this value is:

$$a = \frac{1 - [1/(1+i)]^r}{i}$$

r = The number of years to maturity of a serial bond whose duration is equal to that of the General Investment Account assets underlying this Agreement.

The Market Value Formula produces the following examples of Liquidation Factors for various values of i and j. For purposes of the following example, r is held fixed at ten years.

/i	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%
4.00%	100.00%	95.44%	91.20%	87.24%	83.55%	80.10%
5.00%	104.72%	100.00%	95.60%	91.50%	87.66%	84.08%
6.00%	109.45%	104.56%	100.00%	95.75%	91.78%	88.06%
7.00%	114.17%	109.11%	104.40%	100.00%	95.89%	92.04%
8.00%	118.89%	113.67%	108.80%	104.25%	100.00%	96.02%
9.00%	123.61%	118.23%	113.20%	108.50%	104.11%	100.00%

8.18 MassMutual

MassMutual means Massachusetts Mutual Life Insurance Company.

8.19 Participant

Participant means an individual having an account under the Plan.

8.20 Plan

Plan means the City of Stockton Deferred Compensation Plan as in effect on the Effective Date.

8.21 Plan Sponsor

Plan Sponsor means the entity sponsoring the Plan.

8.22 Termination Date

Termination Date means the date on which the Agreement is terminated in accordance with Section 4.01(C).

8.23 Termination Payment

Termination Payment means a payment made in accordance with Section 5 upon termination of the Agreement.

8.24 Third Party Administrator

Third Party Administrator means a third party administration firm which has an active services agreement with MassMutual.

8.25 Transferred Assets

Transferred Assets means amounts contributed under the terms of the Plan prior to the Effective Date or amounts contributed under either an existing or a terminated plan qualified under Code section 401(a) or a plan that is being merged into the Plan.

8.26 Transfers

Transfers means transfers among the Guaranteed Interest Account and all Plan funds held outside of the Guaranteed Interest Account.

8.27 Valuation Date

Valuation Date means any day on which the amount of the Guaranteed Interest Account is determined by MassMutual.

Guaranteed Interest Account Schedule

G1.01 Guaranteed Interest Rate

A Guaranteed Interest Rate is an effective annual rate of interest credited at its equivalent daily rate to amounts in the Guaranteed Interest Account as of the close of business daily. The establishment of the Guaranteed Interest Rate requires estimation of the future earnings rates, the rate at which existing investments mature, and future cashflow. MassMutual will establish a Guaranteed Interest Rate on a semi-annual basis (the "Rate Period") for deposits received during a Rate Period. MassMutual will also establish an annual minimum interest rate (the "Minimum Annual Interest Rate") for each year of the Agreement (the "Annual Rate Period") and a minimum interest rate that will apply for the duration of the Agreement (the "Agreement Minimum Interest Rate").

The Guaranteed Interest Rate to be credited to the Guaranteed Interest Account during any Rate Period will be at a rate not less than the Minimum Annual Interest Rate in effect during such Annual Rate Period and the Minimum Annual Interest Rate in effect during any Annual Rate Period will not be less than the Agreement Minimum Interest Rate.

The initial Guaranteed Interest Rate will be: 3.55%

The initial Rate Period will be: May 1, 2014 to October 31, 2014

The duration of Rate Periods will be: 6 months

Minimum Annual Interest Rates and Applicable Annual Rate Periods will be:

Minimum Annual Interest Rate	Annual Rate Period
3.55%	May 1, 2014 to April 30, 2015
3.15%	May 1, 2015 to April 30, 2016
2.65%	May 1, 2016 to April 30, 2017
2.15%	May 1, 2017 to April 30, 2018
2.15%	May 1, 2018 to April 30, 2019

initial Annual Rate Period May 1, 2014 to April 30, 2015

The Agreement Minimum Interest Rate 1.0%

MassMutual will establish a Guaranteed Interest Account for deposits allocated to the Guaranteed Interest Account. MassMutual will credit to those amounts the Guaranteed Interest Rate as established by MassMutual with respect to each Rate Period during which this Guaranteed Interest Account is in effect.

MassMutual will provide the Investor with Effective Communication of: (1) the Guaranteed Interest Rate for each Rate Period following the initial Rate Period at least thirty days prior to the beginning of such Rate Period; and (2) the Minimum Annual Interest Rate for each Annual Rate Period following the initial Annual Rate Period at least thirty days prior to the beginning of such Annual Rate Period.

G1.02 Termination of Employment

A. Bona Fide Termination of Employment

On or prior to the Termination Date, benefit payments from the Guaranteed Interest Account to be made with respect to a bona fide termination of employment will be paid at book value. A bona fide termination of employment includes retirement, death or disability. Additionally, a bona fide termination of employment generally includes a separation from employment with the Plan Sponsor or an affiliated employer but does not include a: (i) temporary absence; (ii) change in position or other occurrence qualifying as a temporary break in service under the Plan; (iii) transfer or other change of position resulting in employment by an entity controlling, controlled by, or under other common control with the Plan Sponsor or an affiliated employer; or, (iv) separation from employment resulting from a reorganization, merger, layoff, enhanced separation or retirement offer, or the sale or discontinuance of all or any part of the Plan Sponsor's or affiliated employer's business.

B. Non-Bona Fide Termination of Employment

If any withdrawal is a result of the removal from the Plan of one or more groups or classifications of Plan Participants, a Plan termination or a partial Plan termination, or any reason under (A)(i) through (iv) above, (a "Non-Bona Fide Termination of Employment"), then the amount payable from the Guaranteed Interest Account by MassMutual with respect to a Non-Bona Fide Termination of Employment will be paid under Section 5.02 of the Investment Agreement.

The GIA Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date for the purpose of establishing the benefit payments or Termination Payments to be made and determining the market value factor under the Market Value Formula.

At the Contractholder's election, the Market Value of the amount withdrawn from the General Investment Account shall be paid in lieu of payments under Section 5.02 of the Investment Agreement. The Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date in the formula.

C. *De Minimus Partial Withdrawals*

De minimus partial withdrawals due to a Non-Bona Fide Termination of Employment are permitted from the Guaranteed Interest Account in a lump-sum at the value of the Guaranteed Interest Account prior to the application of the market value factor. De minimus means either: an aggregate withdrawal amount during a calendar year less than the lower of: 5% of the Guaranteed Interest Account, and $2,000,000; or a total Market Value adjustment less than or equal to $25,000.

G1.03 Competing Fund Transfer Restrictions

A. Guaranteed Interest Account Transfer Restrictions

No transfers may be made to a Competing Fund. Only new contributions to the Plan may be invested in a Competing Fund. Transfers may be made from a Competing Fund to any other Plan investment option.

B. Competing Fund Definition

For purposes of this Section, a "Competing Fund" is a Plan investment option containing fixed income assets, including, but not limited to money market funds, short and intermediate-term bond funds, bank investment contracts, guaranteed interest contracts, stable value funds, self-directed brokerage accounts, and pooled-GIC collective trusts.

G1.04 Investor Directed Plan Investment Option Transfer Restriction

Only with the mutual agreement of MassMutual and the Investor, and subject to such conditions as MassMutual and the Investor may agree upon, may the Investor direct the distribution of all or a portion of a Participant's Plan account for the purpose of transferring such amounts to other Plan investment options.

Expense Schedule

E1.01 Plan Administrative Expenses

If the Investor requests that MassMutual provide administrative services, MassMutual will deduct from assets invested under this Agreement amounts owed for expenses attributable to such administrative services.

APPLICATION FOR GROUP ANNUITY CONTRACT

to

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
(MassMutual)

Springfield, Massachusetts

Application is hereby made for a Group Annuity Contract (the "Contract") by City of Stockton (the "Applicant"), to be issued to City of Stockton (the "Contractholder") by the Massachusetts Mutual Life Insurance Company (the "MassMutual") to provide benefits for eligible employees of the

City of Stockton Deferred Compensation Plan

Said Contract will be prepared by MassMutual on Form No. GP 5566, or the contract form then being issued, and designated as Group Annuity Contract No. MR 061361, the terms and conditions of which have been mutually agreed upon by the Applicant and MassMutual.

It is understood and agreed that this Application will become a part of the Contract hereby applied for, that said Contract is to be effective as of May 1, 2014 and that this Application supersedes and replaces any prior application for said Contract.

I, the undersigned, have read and understood the proposal material presented to me prior to entering into this Contract and any applicable prospectus.

ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD, WHICH IS A CRIME.

Signed at _____, this _____ day of _____, 20____.

(Location)

City of Stockton
(Complete Legal Name of Applicant)

By _____
Signature and Title

For Information of MassMutual:

_____
(Soliciting Agent or Broker)

_____
(Signature of Resident Agent Where Required
by Law if other than Soliciting Agent or Broker)

INVESTMENT AGREEMENT

issued by

Massachusetts Mutual Life Insurance Company ("MassMutual")

Investment Agreement Number	MR 061361
Investor	City of Stockton
Effective Date	May 1, 2014
Anniversary Date	Anniversaries will occur on each May first after the Effective Date
Issue Date	May 1, 2014
Investment Agreement	This Agreement is a group annuity contract that funds benefits for plans satisfying the requirements under section 457 of the Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan but this Agreement does not require the purchase of annuities. MassMutual will accept deposits of plan assets and pay benefits under the terms of this Agreement. MassMutual issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement. This Agreement is delivered in California and is subject to its laws. In Witness Whereof, MassMutual has executed this Agreement at Our Home Office in Springfield, Massachusetts as of the Issue Date, to take effect on the Effective Date.

Secretary President

CERTAIN PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WILL INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT BUT ARE BASED ON INVESTMENT EXPERIENCE OF A SEPARATE INVESTMENT ACCOUNT. THE VALUE OF THE GUARANTEED INTEREST ACCOUNT MAINTAINED FOR THIS CONTRACT AND PAYMENTS BASED ON THE VALUE MAY VARY UPON DISCONTINUANCE OF CONTRIBUTIONS.

CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

The California Life and Health Insurance Guaranty Association
P.O. Box 16860
Beverly Hills, California 90209

California Department of Insurance
Consumer Service Division
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guaranty Association if they live in this state and hold a life insurance contract or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this Guaranty Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds that live outside that state).

The Guaranty Association also does **not** provide coverage for:

- Unallocated annuity contracts, that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans to the extent the plan is self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer, or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act limits the Association to pay benefits as follows:

Life and Annuity Benefits

- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
- $100,000 in cash surrender values,
- $100,000 in present value of annuities, or
- $250,000 in life insurance death benefits.
- A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

Health Benefits

- A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

Premium Surcharge

- Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

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Section 1 – Deposits

1.01 Transferred Assets

The Investor will deposit approximately $3,000,000 of Transferred Assets that were held under a prior funding vehicle immediately before the Effective Date of this Agreement.

1.02 Contributions

Subject to the terms of the Plan and the provisions of Section 1.04, the Investor will deposit into the Agreement 100% of the Contributions to the Plan that are to be allocated to the Guaranteed Interest Account.

1.03 Grace Period for Deposits

The Investor will deposit Transferred Assets within thirty-one (31) days of the later of the Issue Date or Effective Date or such later date as is mutually agreed upon by the Investor and MassMutual. The Investor will deposit Contributions as soon as administratively feasible following the date they are made to the Plan.

1.04 Limitations on Deposits

Only if the Investor and MassMutual mutually agree may the Investor deposit amounts attributable to: (i) a transfer or rollover of assets from another plan on or after the Effective Date; (ii) the addition of new groups or categories of eligible employees to the Plan after the Effective Date; (iii) transfers or rollovers from a Code section 408 individual retirement account or an individual retirement annuity, a Code section 403(b) tax sheltered annuity or a Code section 457 deferred compensation plan on or after the Effective Date; or (iv) non-tax-deductible Contributions to the Plan.

1.05 Allocation Instructions for Deposits

The Investor will provide MassMutual with allocation instructions for the Deposits. These instructions and any revised instructions will be effective as soon as administratively feasible, but in no event later than five (5) Business Days following the date MassMutual receives Effective Communication of the allocation instructions. The Investor may allocate the Deposits to the Guaranteed Interest Account. Allocation instructions will remain in effect until the Investor provides MassMutual with Effective Communication of revised instructions.

1.06 Allocation Date for Deposits

MassMutual will allocate Deposits as soon as reasonably practicable but in no event later than the Valuation Date occurring five (5) Business Days after the later of: (i) the Effective Date; (ii) the Issue Date; or (iii) the date MassMutual receives the Deposit and Effective Communication of the allocation instructions. Until MassMutual allocates the Deposits in accordance with the allocation instructions, MassMutual will invest the Deposit in the Premier Money Market Fund from the date MassMutual receives the Deposit up to and including the Valuation Date prior to the date on which MassMutual allocates the Deposit.

Section 2 – Transfers Between Plan Investment Options

2.01 Transfers

Subject to the terms of the Plan, the Investor may direct transfers between Plan investment options, including any selected investment option described in a Guaranteed Interest Account Schedule. MassMutual will apply the limitations described in the Guaranteed Interest Account Schedule to these transfers.

2.02 Frequency and Timing of Transfers

A. Daily Transfers.

Subject to the terms of the Plan, MassMutual permits daily Transfers.

B. Allocation Date for Transfers.

MassMutual will allocate Transfers as soon as reasonably practicable, but in no event later than the Valuation Date occurring five (5) Business Days following the date MassMutual receives Effective Communications from the Investor or a Participant regarding the Transfer.

Section 3 - Distributions

3.01 Benefit Payments

A. In General

Distributions for the purpose of making benefit payments, including loans and in-service withdrawals, will be made by MassMutual following receipt of Effective Communications from the Investor. MassMutual must receive Effective Communication of an election of a benefit payment form at least thirty-one (31) days prior to the date on which either an annuity is to be purchased or thirty-one (31) days prior to the date on which benefit payments are to commence. An election of a form of benefit payment is subject to the terms of the Plan and applicable federal and state laws and regulations. Except as provided below, any modification, retraction, or change of a benefit payment election must be made prior to the date benefit payments commence.

B. Lump-sum Cash Payment Option

(1) MassMutual, upon receipt of Effective Communications from the Investor and subject to the terms of the Plan and Section 3.02, will make a benefit payment in a lump-sum cash payment equal to the balance of the Participant's Plan Account.

(2) MassMutual will not make a benefit payment under this lump-sum cash payment option after the Termination Date.

C. Installment Payment Option

(1) MassMutual, upon receipt of Effective Communication from the Investor and subject to the terms of the Plan, will make benefit payments in installments equal to the balance of the Participant's Plan Account.

(2) Effective Communication of an election of installment payments must specify either: (i) benefit payments in equal amounts, except that the last payment which exhausts the Participant's Plan Account may be smaller; (ii) a specific number of benefit payments, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the number of remaining benefit payments to be made; or (iii) benefit payments over the Participant's life expectancy, or the life expectancy designated in accordance with the terms of the Plan, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the applicable life expectancy as redetermined each year.

(3) The Plan Account of a Participant who elects installment payments will remain invested in the Guaranteed Interest Account during the time in which the installment payments are made to the Participant.

(4) Installment payments will terminate with the earlier of: (i) the benefit payment which completely exhausts the balance of the Participant's Plan Account; (ii) completion of the installment payment period; (iii) the Participant's election to receive the balance of the Participant's Plan Account in a lump sum; (iv) the last benefit payment due preceding the death of the Participant; or (v) the Termination Date. At the death of the Participant, any outstanding balance of the Participant's Plan Account will be paid in accordance with the provisions of the Plan.

D. Annuity Purchase Option

(1) The Investor may, but is not required to, purchase an annuity for any person who is eligible to receive an annuity under the Plan. Subject to the terms of the Plan, MassMutual will make available any form of annuity customarily offered by MassMutual and, upon receipt of Effective Communication from the Investor, will make annuity benefit payments. MassMutual will not permit the purchase of an annuity under this option after the Termination Date.

(2) If the Investor elects to purchase an annuity for a Participant, MassMutual will apply to the purchase of the annuity the amount by which the balance of the Participant's Plan Account exceeds the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity. The consideration applied to the purchase of an annuity will be net of the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity.

The minimum amounts of an annuity which can be purchased under this Agreement are based on the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years, at 3% interest for immediate annuities and 2% interest for deferred annuities and a loading of 2% of the net rate.

Sample monthly amounts of life annuity (commencing immediately) which can be provided by $1,000 of net consideration are as follows:

Age of Person at Date of Purchase	Amount of Annuity
55	$4.15
60	4.62
65	5.25
70	6.10
75	7.30

MassMutual will provide amounts of annuity for other ages and other annuity forms upon request. The amount of annuity will not be less than what is provided by MassMutual at the time of purchase under other investment agreements in the same class as this Agreement.

Any annuity which, under the terms of the Plan, is the actuarial equivalent of a stated annuity will have the same present value on the date payment commences as the stated annuity. If the Plan does not provide for the determination of actuarial equivalence, the present value will be determined on the basis of the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years and interest at 3% for immediate annuities and 2% for deferred annuities.

Each person for whom an annuity is purchased will receive an annuity certificate from MassMutual. Application of the balance of the Participant's Plan Account to the purchase of annuities on the basis of data and certifications received by MassMutual from the Investor will be deemed conclusive, except as otherwise provided in Section 3.02.

3.02 Misstatements and Adjustments

If MassMutual discovers that any fact pertaining to the determination of a benefit payment was misstated, or MassMutual discovers a clerical error, MassMutual will make the following adjustments. MassMutual will: (i) correct the amount payable retroactively to the date MassMutual began making benefit payments; and either (ii) deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the benefit payment amount; or (iii) pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the benefit payment amount.

3.03 Corrective Distributions

On or prior to the Termination Date and subject to the terms of the Plan, corrective distributions will be made if mandated by applicable law and regulations.

3.04 Expense Distributions

MassMutual will deduct monthly from assets invested under this Agreement amounts owed for expenses and charges described in the Expense Schedule. Instead of deducting expenses and charges described in the Expense Schedule from assets invested under this Agreement, the Investor may provide Effective Communication to MassMutual electing to directly pay the expenses and charges on a monthly basis, which expenses shall be due and payable by the Investor to MassMutual within thirty (30) days of the date of the invoice from MassMutual. If the expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual shall have the right to withdraw the amount of the unpaid expenses and all future expenses from assets invested under this Agreement.

In accordance with Effective Communication from the Investor, MassMutual agrees to deduct and pay from assets invested under this Agreement amounts owed for expenses incurred on behalf of the Plan other than those expenses and charges described in the Expense Schedule.

3.05 Outside Fund Distributions.

On or prior to the Termination Date and subject to the terms of the Plan and any limitations described in the Guaranteed Interest Account Schedule, the distribution from the Agreement of funds resulting from employee-directed investment transfers to outside funds, will be made.

Section 4 - Termination

4.01 Termination Events

A. In General.

MassMutual will fully or partially terminate this Agreement under the following circumstances:

(1) The Investor provides Effective Communication to MassMutual that the Agreement will be fully or partially terminated as of a date selected by the Investor, which will be no earlier than thirty (30) days after the Investor provides Effective Communication to MassMutual.

(2) The Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision.

(3) There is a termination or partial termination of the Plan.

(4) The Investor breaches a provision of the Agreement.

(5) MassMutual provides Effective Communication to the Investor that the Agreement will be terminated as of a date at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

B. Pending Termination.

MassMutual may defer making withdrawals and transfers for up to ten (10) days during which MassMutual is considering terminating the Agreement.

C. Timing of Termination.

If the Agreement is terminated under Section 4.01(A)(1), then the Termination Date is the later of the date specified in, or the date of receipt of, the Effective Communication that the Agreement is being terminated, unless both parties agree otherwise. If the Agreement is terminated under Section 4.01(A)(2), (3) or (4), then the Termination Date is the date MassMutual first discovers that the Plan no longer satisfies applicable Code requirements, the Plan has been fully or partially terminated, or the Investor has breached a provision of the Agreement. If the Agreement is terminated under Section 4.01(A)(5), then the Termination Date is a date specified by MassMutual at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

4.02 Result of Termination

A. Deposits, Transfers and Distributions

After the Termination Date, except with the mutual agreement of MassMutual and the Investor, MassMutual shall not accept Deposits, permit Transfers or make Distributions.

B. Expenses

After the Termination Date, MassMutual shall deduct any Expenses, as provided in Section 3.04, including any that have not been paid before the Termination Date.

C. Investment Allocation

MassMutual shall determine the value of the General Account Assets. The amount of the General Account Assets will be held in the general investment account of MassMutual and credited with the Holding Account Rate from the Termination Date until disbursed in accordance with Section 5, except as hereinafter provided.

Section 5 – Termination Payments

5.01 Termination Payment Options

MassMutual will disburse all assets held under this Agreement in accordance with Effective Communication of one of the following payment options from the Investor. In the event no option is elected within thirty-one (31) days of the Termination Date, the applicable Book Value Installment Payment Option will be deemed to have been elected by the Investor.

5.02 Book Value Installment Payment Options

This Option provides for installment payments of the General Account Assets. Payments will be made under Section 5.02A if the Termination Date occurs on an Anniversary Date. Payments will be made under Section 5.02B if the Termination Date occurs other than on an Anniversary Date.

A. Five Year Rate Reset Installment Option

This option provides for payment in six (6) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the next five (5) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement at the Guaranteed Interest Rate credited to the Guaranteed Interest Account as of the Termination Date for the duration of the Rate Period in which the Termination Date occurs. At the same time that MassMutual would otherwise provide Effective Communication of the Guaranteed Interest Rate for subsequent Rate Periods, as specified in the Guaranteed Investment Account Schedule, MassMutual will also provide the installment interest rate under this option that will apply for such Rate Period. In no event will this interest rate be less than the Agreement Minimum Interest Rate. Benefit payments will not be made during the installment payment period.

B. Ten Year Installment Option

This option provides for payment in eleven (11) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the ten (10) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement. Such rate of interest will be 1.0% below the rate of interest equal to the net effective interest rate being credited to the Guaranteed Interest Account determined as of the Termination Date, but in no event less than the Initial Minimum Annual Interest Rate. Benefit payments will not be made during the installment payment period.

5.03 Annuity Purchase Payment Option

The Investor may, but is not required to, purchase annuities under this Agreement. If the Investor elects to purchase annuities for all of the Participants, MassMutual will apply to the purchase of annuities the amount by which (i) exceeds (ii), where: (i) equals the Market Value of the General Account Assets; and (ii) equals the sum of: (I) administrative expenses applicable to the purchase of the annuities, and (II) any State premium tax liability due with respect to the purchase of the annuities.

If permitted under the terms of the Plan, if a Participant is eligible to receive a retirement benefit, such Participant may choose by means of Effective Communication either an immediate or deferred annuity. If the Participant is not eligible to immediately receive a retirement benefit under the provisions of the Plan, a deferred annuity will be purchased for such Participant. The basis for the purchase of an annuity is determined in accordance with Section 3.01D. Any balance remaining under the Agreement that is not used to provide annuities will be paid under the Lump-Sum Payment Option.

5.04 Lump-Sum Payment Option

This option provides for a lump-sum cash payment. The amount of the Market Value of the General Account Assets will be paid in one sum in accordance with Section 5.06 not later than six (6) months after the Termination Date, provided that if the Market Value of the General Account Assets is larger than $1.5 million, MassMutual may make payment in installments at four-week intervals. Each installment withdrawn is limited to the larger of $1.5 million or ten percent (10%) of the total amount to be withdrawn and the first payment will be made not later than six (6) months after the Termination Date.

5.05 Plan Termination Payment Option

If the Plan is terminating, the Investor may offer the Participants under this option a choice of an annuity under Section 5.03 or lump-sum cash payments under Section 5.04, as provided in accordance with the terms of the Plan. Any payments will be made in accordance with an Effective Communication.

5.06 Certification

In the event of the election of the book value installment payment option or the lump-sum payment option, the Investor will in the Effective Communication: (i) designate the trustee or insurance company that is to receive the payment; and (ii) certify that the amount so paid is to be used to provide benefits for those employees who would be entitled to benefits under the Plan and such Plan, in the opinion of the Investor, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

Section 6 – Agreements of the Parties

6.01 Information Required by MassMutual

The Investor agrees to provide Effective Communication of all information required by MassMutual, including information required to process Deposits, Transfers, and Distributions, or to meet any other obligation under this Agreement, in such form and at such time as the Investor and MassMutual mutually agree. The Investor and MassMutual agree that the Plan fiduciary's determination of the eligibility of any person for, and the amount of, any benefit payment will be conclusive.

The Investor agrees to provide MassMutual with the Plan document, the summary plan description and the latest Form 5500, or other required forms, filed with the Internal Revenue Service or Department of Labor, unless otherwise agreed upon by the parties.

The Investor agrees to furnish to MassMutual a copy of a current determination letter from the Internal Revenue Service that the Plan, as it may be amended from time to time, meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision.

The Investor agrees to provide Effective Communication to MassMutual within seven (7) days after the Plan Sponsor receives written notification from the Internal Revenue Service that the Plan no longer meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e), 457 or any other applicable Code provision or the Plan Sponsor terminates or partially terminates the Plan.

MassMutual may rely entirely on the information it receives from the Investor and is not responsible for any exclusions or inaccuracies.

6.02 Plan Change Or Amendment

The Investor agrees to provide Effective Communication at least sixty (60) days in advance of the effective date of any change in Plan operation, including changes in investment allocation, the establishment or activation of, or material change in, any Plan investment fund or any change in administrative procedures or any amendment to the Plan. The notice shall include a description of the proposed change or amendment. MassMutual shall have forty-five (45) days from the date of receipt of the notice to determine whether it can continue to operate the Agreement under its current terms following the proposed change or amendment. If MassMutual determines that the proposed change or amendment has an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement, MassMutual shall either:

(i) propose an amendment to this Agreement that it deems necessary as a result of the change or amendment; or
(ii) terminate the Agreement, before the effective date of the change or amendment if MassMutual and the Investor are unable to reach agreement, including agreement upon any amendment to this Agreement, that MassMutual deems necessary.

The Investor agrees that it will be a breach of this Agreement for the Plan Sponsor to adopt any change or amendment that would have an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement unless the Investor and MassMutual have agreed to any such amendment to this Agreement that MassMutual deems necessary as a result of the change or amendment.

6.03 Prohibited Communication

The Investor agrees that it will be a breach of this Agreement for the Investor, Plan Sponsor or the Plan fiduciary to deliver any communication to Participants, either directly or indirectly, that is intended to induce Participants to withdraw or transfer funds from the Guaranteed Interest Account to another investment option under the Plan (a "Prohibited Communication"); provided that communications delivered to Participants which are not intended to be biased against a particular investment option under the Plan and are factual information concerning investment options, general discussions of asset allocation principles or investment strategies, fair and accurate descriptions of the risk and reward characteristics of the available investment options, or information required to be delivered for the Plan to maintain its qualification under Section 401(a) of the Code or to satisfy Section 404(c) of ERISA will not be deemed to induce Participants to withdraw or transfer funds.

6.04 Clone Agreement

If, as a result of the sale of a part or all of the Plan Sponsor's or an affiliated employer's business (including both stock and asset sales), Participants' employment with the Plan Sponsor or an Affiliated Employer is terminated but is continued with a successor employer and the impacted employees are immediately included in a defined contribution plan of the successor employer, then if the successor employer's plan meets MassMutual's underwriting requirements, MassMutual may offer the successor employer an investment agreement on behalf of such employees with provisions substantially similar to the terms then in effect under this Agreement at the Termination Date (a "Clone Agreement").

If the successor employer accepts the Clone Agreement, funds maintained under this Agreement with respect to such group of employees will be withdrawn and transferred to the new investment agreement following the issue date of such investment agreement. If the Clone Agreement is not accepted by the successor employer, or if such group of employees are not immediately included in a defined contribution plan of the successor employer, amounts withdrawn on behalf of such employees shall be transferred in accordance with the provisions of Section 4.02.

Section 7 – General Provisions

7.01 Responsibility for Funding Vehicle

The Investor is solely responsible for selecting this Agreement as the funding vehicle appropriate for the Plan.

7.02 Nondiversion of Benefits

Prior to the satisfaction of all liabilities with respect to persons whose Plan benefits are funded by this Agreement, funds maintained with respect to this Agreement will only be used for the exclusive benefit of such persons and for payment of administrative expenses as determined in accordance with this Agreement.

7.03 Payment of Benefit

Other than for the purposes of Section 7.04, annuity payments cannot be made to a person other than the annuitant unless permitted by law and with the written consent of the Investor.

7.04 Facility of Payment

If any person is, in the opinion of MassMutual, legally or physically unable to receive and endorse a payment due hereunder and a guardian has not been appointed, MassMutual may make payment to the person or institution who, in MassMutual's determination, is responsible for that person until such time as MassMutual is notified of a duly appointed guardian or other legal representative. Payment in this manner relieves MassMutual of any liability to the extent of the payment and the application of the money paid.

7.05 Evidence of Survival

MassMutual has the right to require satisfactory evidence that any person entitled to receive an annuity payment under this Agreement is alive on each date payment is due. MassMutual may withhold payments until it receives satisfactory evidence.

7.06 Designation of Beneficiary

A Participant's beneficiary will be designated in accordance with the terms of the Plan. If there is no designated beneficiary living upon the death of a Participant and the Plan does not designate a beneficiary, then any benefit payment hereunder will be paid to such Participant's executors or administrators.

7.07 Basis of Reserves

MassMutual will hold reserves under this Agreement equal to the minimum required by law. Reserves for any annuities purchased in accordance with this Agreement will be at least equal to the minimum required by law.

7.08 Limitation of Liability

MassMutual will be liable for any Distribution or Termination Payment under this Agreement only to the extent the Market Value of the General Account Assets, less estimated Expenses, which include a charge for assets held under the Agreement and the expense of any services provided, is sufficient therefor at the time such Distribution or Termination Payment is to be made.

7.09 Correction of Breach

If the Investor breaches a provision of the Agreement and subsequent to such breach MassMutual permits Transfers or makes Distributions from the General Account Assets in accordance with Section 2 or Section 3, MassMutual will recover the difference between the amount so withdrawn and the GIA Market Value of the amount so withdrawn by withdrawing such amounts from the remaining funds.

7.10 Deferral of Allocation of Deposits and Withdrawals

MassMutual may defer Transfers, Distributions, Termination Payments and the allocation of Deposits under the Agreement if there is an emergency, an interruption in the normal operation of banks or securities exchanges or any other circumstance that makes the purchase of, sale of, liquidation of, or receipt of payment for securities impractical. Deferred Deposits, Transfers, Distributions and Termination Payments will be made within a reasonable period of time after the end of the emergency or interruption.

7.11 Entire Agreement

This Agreement, which includes the Guaranteed Interest Account Schedule, the Expense Schedule, and the Application of the Investor, constitutes the entire agreement between the parties.

7.12 Assignment

No assignment of this Agreement will be effective or valid unless: (i) there has been Effective Communication of the original or a true copy of the assignment; and (ii) MassMutual has consented in writing to the assignment. MassMutual will not unreasonably withhold its consent to an assignment but assumes no responsibility for the validity of any such assignment.

7.13 Amendment

This Agreement may be amended at any time by agreement between MassMutual and the Investor without the consent of any person receiving, or entitled to receive, benefit payments from this Agreement. No such amendment will affect the amount or the terms of any annuity purchased prior to the effective date of such amendment.

7.14 Modification

MassMutual may modify this Agreement at any time to comply with applicable law by providing Effective Communication to the Investor at least thirty-one (31) days prior to the effective date of the modification and subject to the following conditions: (i) a modification may not affect the amount or terms of any annuity purchased prior to the effective date of the modification; and (ii) a modification may not reduce any existing Guaranteed Interest Rate.

MassMutual may modify this Agreement at any time to add Separate Investment Accounts to the Separate Investment Account Schedule by providing Effective Communication to the Investor. The new Separate Investment Accounts will not be available as investment options under the Plan until such time as the Investor and MassMutual mutually agree.

MassMutual may modify the Market Value Formula by providing Effective Communication to the Investor at least ninety (90) days prior to the effective date of the modification, provided the Investor may terminate this Agreement under the existing formula prior to the effective date of the modification.

MassMutual may modify the expenses and charges described in the Expense Schedule or impose an expense or charge not currently provided for under the Agreement, effective as of any Anniversary Date by providing Effective Communication to the Investor at least one hundred and twenty (120) days prior to such Anniversary Date.

7.15 Arbitration Clause

If anything in this Agreement is disputed by the Investor or MassMutual and it cannot be resolved to the mutual satisfaction of the Investor and MassMutual, either the Investor or MassMutual may, by a written request for arbitration delivered to the other, require that the matter be arbitrated under the American Arbitration Association's commercial arbitration rules. If the Investor and MassMutual cannot agree on a single arbitrator within seven days of the delivery of the request for arbitration, three disinterested arbitrators will be used, one to be chosen by the Investor, one to be chosen by MassMutual, and the third to be chosen by the first two before they enter arbitration, to act as umpire. If either the Investor or MassMutual fail to appoint an arbitrator, or if two arbitrators fail to appoint a third arbitrator within seven days, either the Investor or MassMutual may request the American Arbitration Association to appoint the necessary arbitrator(s). Any court having jurisdiction can pass judgment on the award rendered by the arbitrators.

7.16 Form and Gender

Wherever the context of this Agreement requires, the singular includes the plural, the plural the singular, and the masculine the feminine.

Section 8 – Definitions

Capitalized terms used in this Agreement that are not defined herein will have the meanings ascribed to them in the applicable schedule.

8.01 Account

Account means the amount maintained under the Plan for each person participating in the Plan.

8.02 Agreement

Agreement means this investment agreement, including the Guaranteed Interest Account Schedule, Expense Schedule and Application.

8.03 Business Day

Business Day means each day on which the New York Stock Exchange is open for business.

8.04 Code

Code means the Internal Revenue Code of 1986, as amended.

8.05 Contributions

Contributions means amounts contributed to the Plan on or after the Effective Date of this Agreement.

8.06 Deposits

Deposits means Contributions and Transferred Assets described in Section 1.

8.07 Distributions

Distributions means withdrawals for benefit payments and Expenses and corrective distributions described in Section 3.

8.08 Effective Communication

Effective Communication means written or electronic communication in a form satisfactory to MassMutual, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation (with a confirming copy sent by overnight courier) if sent electronically or by facsimile or like transmission, and on the next business day when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier. The Investor will submit Effective Communications to MassMutual at the following address:

Massachusetts Mutual Life Insurance Company
Retirement Services
430 W 7th Street
Kansas City, MO 64105

MassMutual will submit Effective Communications to the Investor at the Investor's principal place of business or as the Investor and MassMutual mutually agree.

8.09 ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

8.10 Expenses

Expenses means expenses, fees and charges described in the Expense Schedule.

8.11 General Account Assets

General Account Assets means the sum of the amount of the Guaranteed Interest Account and all other amounts held under the Agreement in MassMutual's general investment account.

8.12 GIA Market Value

GIA Market Value means the value of the General Account Assets as of a Valuation Date determined by applying the market value factor determined under the Market Value Formula as of the date of the partial or complete termination of the Agreement to the value of the General Account Assets as of such Valuation Date.

8.13 Guaranteed Interest Account

Guaranteed Interest Account means the accounts maintained under this Agreement to determine the amount of the Investor's interest in MassMutual's general investment account. The amount of the Guaranteed Interest Account at any time will be the sum of the amount of such Guaranteed Interest Account on the last Valuation Date after adjustments for deposits and withdrawals plus interest from the last Valuation Date at the Guaranteed Interest Rate applicable to such Guaranteed Interest Account.

8.14 Guaranteed Interest Account Schedule

Guaranteed Interest Account Schedule means the schedule that describes the Guaranteed Interest Account available under the Agreement and all conditions associated with the use of such investment option under this Agreement.

8.15 Holding Account Interest Rate

Holding Account Interest Rate means the interest rate credited on any balance that is not paid and is based on the net yield being realized by Separate Investment Account G, a pooled separate investment account invested primarily in short-term interest bearing instruments. The net yield is determined as the annual rate of return after adjustments for investment expenses, duration from issue to maturity date, maturity par values for each asset, and the assumption that reinvestment will be made by purchase of identical assets. The Holding Account Rate is an effective annual rate and is credited at the equivalent daily rate. The rate is reviewed weekly and reset at least as frequently as quarterly. The Holding Account Rate is not guaranteed for any length of time.

8.16 Investor

Investor means the fiduciary, Plan Sponsor or trustee to which the Agreement is issued, as listed on the face page of the Agreement.

8.17 Market Value Formula

Market Value Formula means the formula used to determine the market value factor. The Market Value Formula takes into consideration the following factors, which are further defined below: (i) the interest rate being earned by investments underlying the Guaranteed Interest Account determined, in accordance with MassMutual's procedures for investment agreements in the same class as this Agreement; (ii) the assumed interest rate obtainable by MassMutual on new investments; and (iii) the asset flows of an investment with coupons and maturity characteristics based upon the foregoing rates. The rates entering into the Market Value Formula, the methods employed in the computation, and any amount determined by the application of the Market Value Formula will be deemed conclusive.

The Market Value Formula is the same as a serial bond valuation formula for a bond which repays its original principal in installments, pays interest on the outstanding principal, and is being valued in the current interest rate environment. The Market Value Formula is:

a/r + (1-a/r) x (j/i) = market value factor

where

i = the assumed new money rate. Used for this rate is the Barclays Capital U.S. Aggregate Index (excluding Treasuries) Yield Average as of the last Business Day of the latest calendar month for which such yield has been published prior to the date as of which the Market Value is being determined, adjusted by MassMutual to cause the duration of the index to be equal to that of the General Investment Account assets underlying this Agreement, reduced according to MassMutual's dividend interest rate practices for determining the (j) rates being used by MassMutual for the Retirement Services segment of the general investment account.

j = the experience rate for the Agreement. It is determined as the weighted average of the investment year interest rates being used by MassMutual for the Retirement Services segment of the general investment account, where such weighted average reflects the distribution to the various investment years of the investment agreements' funds.

a = the present value of an immediate annuity of $1 per year for r years with interest at the rate (i). The formula to be used to calculate this value is:

$$a = \frac{1 - [1/(1+i)]^r}{i}$$

r = The number of years to maturity of a serial bond whose duration is equal to that of the General Investment Account assets underlying this Agreement.

The Market Value Formula produces the following examples of Liquidation Factors for various values of i and j. For purposes of the following example, r is held fixed at ten years.

/i	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%
4.00%	100.00%	95.44%	91.20%	87.24%	83.55%	80.10%
5.00%	104.72%	100.00%	95.60%	91.50%	87.66%	84.08%
6.00%	109.45%	104.56%	100.00%	95.75%	91.78%	88.06%
7.00%	114.17%	109.11%	104.40%	100.00%	95.89%	92.04%
8.00%	118.89%	113.67%	108.80%	104.25%	100.00%	96.02%
9.00%	123.61%	118.23%	113.20%	108.50%	104.11%	100.00%

8.18 MassMutual

MassMutual means Massachusetts Mutual Life Insurance Company.

8.19 Participant

Participant means an individual having an account under the Plan.

8.20 Plan

Plan means the City of Stockton Deferred Compensation - OBRA as in effect on the Effective Date.

8.21 Plan Sponsor

Plan Sponsor means the entity sponsoring the Plan.

8.22 Termination Date

Termination Date means the date on which the Agreement is terminated in accordance with Section 4.01(C).

8.23 Termination Payment

Termination Payment means a payment made in accordance with Section 5 upon termination of the Agreement.

8.24 Third Party Administrator

Third Party Administrator means a third party administration firm which has an active services agreement with MassMutual.

8.25 Transferred Assets

Transferred Assets means amounts contributed under the terms of the Plan prior to the Effective Date or amounts contributed under either an existing or a terminated plan qualified under Code section 401(a) or a plan that is being merged into the Plan.

8.26 Transfers

Transfers means transfers among the Guaranteed Interest Account and all Plan funds held outside of the Guaranteed Interest Account.

8.27 Valuation Date

Valuation Date means any day on which the amount of the Guaranteed Interest Account is determined by MassMutual.

Guaranteed Interest Account Schedule

G1.01 Guaranteed Interest Rate

A Guaranteed Interest Rate is an effective annual rate of interest credited at its equivalent daily rate to amounts in the Guaranteed Interest Account as of the close of business daily. The establishment of the Guaranteed Interest Rate requires estimation of the future earnings rates, the rate at which existing investments mature, and future cashflow. MassMutual will establish a Guaranteed Interest Rate on a semi-annual basis (the "Rate Period") for deposits received during a Rate Period. MassMutual will also establish an annual minimum interest rate (the "Minimum Annual Interest Rate") for each year of the Agreement (the "Annual Rate Period") and a minimum interest rate that will apply for the duration of the Agreement (the "Agreement Minimum Interest Rate").

The Guaranteed Interest Rate to be credited to the Guaranteed Interest Account during any Rate Period will be at a rate not less than the Minimum Annual Interest Rate in effect during such Annual Rate Period and the Minimum Annual Interest Rate in effect during any Annual Rate Period will not be less than the Agreement Minimum Interest Rate.

The initial Guaranteed Interest Rate will be:	2.30%	
The initial Rate Period will be:	May 1, 2014 to October 31, 2014	
The duration of Rate Periods will be:	6 months	
Minimum Annual Interest Rates and Applicable Annual Rate Periods will be:	Minimum Annual Interest Rate	Annual Rate Period
	2.3%	May 1, 2014 to April 30, 2015
	1.9%	May 1, 2015 to April 30, 2016
	1.4%	May 1, 2016 to April 30, 2017
	1.0%	May 1, 2017 to April 30, 2018
	1.0%	May 1, 2018 to April 30, 2019
initial Annual Rate Period	May 1, 2014 to April 30, 2015	
The Agreement Minimum Interest Rate	1.0%	

MassMutual will establish a Guaranteed Interest Account for deposits allocated to the Guaranteed Interest Account. MassMutual will credit to those amounts the Guaranteed Interest Rate as established by MassMutual with respect to each Rate Period during which this Guaranteed Interest Account is in effect.

MassMutual will provide the Investor with Effective Communication of: (1) the Guaranteed Interest Rate for each Rate Period following the initial Rate Period at least thirty days prior to the beginning of such Rate Period; and (2) the Minimum Annual Interest Rate for each Annual Rate Period following the initial Annual Rate Period at least thirty days prior to the beginning of such Annual Rate Period.

G1.02 Termination of Employment

A. Bona Fide Termination of Employment

On or prior to the Termination Date, benefit payments from the Guaranteed Interest Account to be made with respect to a bona fide termination of employment will be paid at book value. A bona fide termination of employment includes retirement, death or disability. Additionally, a bona fide termination of employment generally includes a separation from employment with the Plan Sponsor or an affiliated employer but does not include a: (i) temporary absence; (ii) change in position or other occurrence qualifying as a temporary break in service under the Plan; (iii) transfer or other change of position resulting in employment by an entity controlling, controlled by, or under other common control with the Plan Sponsor or an affiliated employer; or, (iv) separation from employment resulting from a reorganization, merger, layoff, enhanced separation or retirement offer, or the sale or discontinuance of all or any part of the Plan Sponsor's or affiliated employer's business.

B. Non-Bona Fide Termination of Employment

If any withdrawal is a result of the removal from the Plan of one or more groups or classifications of Plan Participants, a Plan termination or a partial Plan termination, or any reason under (A)(i) through (iv) above, (a "Non-Bona Fide Termination of Employment"), then the amount payable from the Guaranteed Interest Account by MassMutual with respect to a Non-Bona Fide Termination of Employment will be paid under Section 5.02 of the Investment Agreement.

The GIA Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date for the purpose of establishing the benefit payments or Termination Payments to be made and determining the market value factor under the Market Value Formula.

At the Contractholder's election, the Market Value of the amount withdrawn from the General Investment Account shall be paid in lieu of payments under Section 5.02 of the Investment Agreement. The Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date in the formula.

C. *De Minimus Partial Withdrawals*

De minimus partial withdrawals due to a Non-Bona Fide Termination of Employment are permitted from the Guaranteed Interest Account in a lump-sum at the value of the Guaranteed Interest Account prior to the application of the market value factor. De minimus means either: an aggregate withdrawal amount during a calendar year less than the lower of: 5% of the Guaranteed Interest Account, and $2,000,000; or a total Market Value adjustment less than or equal to $25,000.

G1.03 Competing Fund Transfer Restrictions

A. Guaranteed Interest Account Transfer Restrictions

No transfers may be made to a Competing Fund. Only new contributions to the Plan may be invested in a Competing Fund. Transfers may be made from a Competing Fund to any other Plan investment option.

B. Competing Fund Definition

For purposes of this Section, a "Competing Fund" is a Plan investment option containing fixed income assets, including, but not limited to money market funds, short and intermediate-term bond funds, bank investment contracts, guaranteed interest contracts, stable value funds, self-directed brokerage accounts, and pooled-GIC collective trusts.

G1.04 Investor Directed Plan Investment Option Transfer Restriction

Only with the mutual agreement of MassMutual and the Investor, and subject to such conditions as MassMutual and the Investor may agree upon, may the Investor direct the distribution of all or a portion of a Participant's Plan account for the purpose of transferring such amounts to other Plan investment options.

Expense Schedule

E1.01 Plan Administrative Expenses

If the Investor requests that MassMutual provide administrative services, MassMutual will deduct from assets invested under this Agreement amounts owed for expenses attributable to such administrative services.

APPLICATION FOR GROUP ANNUITY CONTRACT

to

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
(MassMutual)

Springfield, Massachusetts

Application is hereby made for a Group Annuity Contract (the "Contract") by City of Stockton (the "Applicant"), to be issued to City of Stockton (the "Contractholder") by the Massachusetts Mutual Life Insurance Company (the "MassMutual") to provide benefits for eligible employees of the

City of Stockton Deferred Compensation - OBRA

Said Contract will be prepared by MassMutual on Form No. GP 5566, or the contract form then being issued, and designated as Group Annuity Contract No. MR 061361, the terms and conditions of which have been mutually agreed upon by the Applicant and MassMutual.

It is understood and agreed that this Application will become a part of the Contract hereby applied for, that said Contract is to be effective as of May 1, 2014 and that this Application supersedes and replaces any prior application for said Contract.

I, the undersigned, have read and understood the proposal material presented to me prior to entering into this Contract and any applicable prospectus.

ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD, WHICH IS A CRIME.

Signed at _____, this _____ day of _____, 20____.

(Location)

City of Stockton
(Complete Legal Name of Applicant)

By _____
Signature and Title

For Information of MassMutual:

_____
(Soliciting Agent or Broker)

_____
(Signature of Resident Agent Where Required
by Law if other than Soliciting Agent or Broker)

INVESTMENT AGREEMENT

issued by

Massachusetts Mutual Life Insurance Company ("MassMutual")

Investment Agreement Number	MR 061361
Investor	CIty of Stockton
Effective Date	May 1, 2014
Anniversary Date	Anniversaries will occur on each May first after the Effective Date
Issue Date	May 1, 2014
Investment Agreement	This Agreement is a group annuity contract that funds benefits for plans satisfying the requirements under section 401 of the Code and is designed to comply with state insurance department standards. Annuities are available subject to the terms of each plan but this Agreement does not require the purchase of annuities. MassMutual will accept deposits of plan assets and pay benefits under the terms of this Agreement. MassMutual issues this Agreement in consideration of the Application and the payment of Deposits provided for under this Agreement. This Agreement is delivered in California and is subject to its laws. In Witness Whereof, MassMutual has executed this Agreement at Our Home Office in Springfield, Massachusetts as of the Issue Date, to take effect on the Effective Date.

Secretary President

CERTAIN PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT WILL INCREASE OR DECREASE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT BUT ARE BASED ON INVESTMENT EXPERIENCE OF A SEPARATE INVESTMENT ACCOUNT. THE VALUE OF THE GUARANTEED INTEREST ACCOUNT MAINTAINED FOR THIS CONTRACT AND PAYMENTS BASED ON THE VALUE MAY VARY UPON DISCONTINUANCE OF CONTRIBUTIONS.

CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT SUMMARY DOCUMENT AND DISCLAIMER

Residents of California who purchase life and health insurance and annuities should know that the insurance companies licensed in this state to write these types of insurance are members of the California Life and Health Insurance Guaranty Association ("CLHIGA"). The purpose of this Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided through the Association is not unlimited, as noted in the box below, and is not a substitute for consumers' care in selecting insurers.

The California Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as a variable contract sold by prospectus.

Insurance companies or their agents are required by law to give or send you this notice. **However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

Policyholders with additional questions should first contact their insurer or agent, or may then contact:

The California Life and Health Insurance Guaranty Association
P.O. Box 16860
Beverly Hills, California 90209

California Department of Insurance
Consumer Service Division
300 South Spring Street
Los Angeles, CA 90013
(800) 927-4357 or (213) 897-8921

Below is a brief summary of this law's coverages, exclusions and limits. This summary does not cover all provisions of the law, nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Association.

COVERAGE

Generally, individuals will be protected by the California Life and Health Insurance Guaranty Association if they live in this state and hold a life insurance contract or an annuity, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of insured persons are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons holding such policies are **not** protected by this Guaranty Association if:

- Their insurer was not authorized to do business in this state when it issued the policy or contract;
- Their policy was issued by a health care service plan (HMO), Blue Cross Blue Shield, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society;
- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds that live outside that state).

The Guaranty Association also does **not** provide coverage for:

- Unallocated annuity contracts, that is, contracts which are not issued to and owned by an individual and which guarantee rights to group contract holders, not individuals;
- Employer and association plans to the extent the plan is self-funded or uninsured;
- Synthetic guaranteed interest contracts;
- Any policy or portion of a policy which is not guaranteed by the insurer, or for which the individual has assumed the risk, such as a variable contract sold by prospectus;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Any portion of a contract that provides dividends or experience rating credits.

LIMITS ON AMOUNTS OF COVERAGE

The Act limits the Association to pay benefits as follows:

Life and Annuity Benefits

- 80% of what the life insurance company would owe under a life policy or annuity contract up to:
- $100,000 in cash surrender values,
- $100,000 in present value of annuities, or
- $250,000 in life insurance death benefits.
- A maximum of $250,000 for any one insured life no matter how many policies and contracts there were with the same company, even if the policies provided different types of coverages.

Health Benefits

- A maximum of $200,000 of the contractual obligations that the health insurance company would owe were it not insolvent. The maximum may increase or decrease annually based upon changes in the health care cost component of the consumer price index.

Premium Surcharge

- Member insurers are required to recoup assessments paid to the Association by way of a surcharge on premiums charged for health insurance policies to which the Act applies.

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Guaranteed Interest Account Schedule
Expense Schedule
Application

Section 1 – Deposits

1.01 Transferred Assets

The Investor will deposit approximately $1,200,000 of Transferred Assets that were held under a prior funding vehicle immediately before the Effective Date of this Agreement.

1.02 Contributions

Subject to the terms of the Plan and the provisions of Section 1.04, the Investor will deposit into the Agreement 100% of the Contributions to the Plan that are to be allocated to the Guaranteed Interest Account.

1.03 Grace Period for Deposits

The Investor will deposit Transferred Assets within thirty-one (31) days of the later of the Issue Date or Effective Date or such later date as is mutually agreed upon by the Investor and MassMutual. The Investor will deposit Contributions as soon as administratively feasible following the date they are made to the Plan.

1.04 Limitations on Deposits

Only if the Investor and MassMutual mutually agree may the Investor deposit amounts attributable to: (i) a transfer or rollover of assets from another plan on or after the Effective Date; (ii) the addition of new groups or categories of eligible employees to the Plan after the Effective Date; (iii) transfers or rollovers from a Code section 408 individual retirement account or an individual retirement annuity, a Code section 403(b) tax sheltered annuity or a Code section 457 deferred compensation plan on or after the Effective Date; or (iv) non-tax-deductible Contributions to the Plan.

1.05 Allocation Instructions for Deposits

The Investor will provide MassMutual with allocation instructions for the Deposits. These instructions and any revised instructions will be effective as soon as administratively feasible, but in no event later than five (5) Business Days following the date MassMutual receives Effective Communication of the allocation instructions. The Investor may allocate the Deposits to the Guaranteed Interest Account. Allocation instructions will remain in effect until the Investor provides MassMutual with Effective Communication of revised instructions.

1.06 Allocation Date for Deposits

MassMutual will allocate Deposits as soon as reasonably practicable but in no event later than the Valuation Date occurring five (5) Business Days after the later of: (i) the Effective Date; (ii) the Issue Date; or (iii) the date MassMutual receives the Deposit and Effective Communication of the allocation instructions. Until MassMutual allocates the Deposits in accordance with the allocation instructions, MassMutual will invest the Deposit in the Premier Money Market Fund from the date MassMutual receives the Deposit up to and including the Valuation Date prior to the date on which MassMutual allocates the Deposit.

Section 2 – Transfers Between Plan Investment Options

2.01 Transfers

Subject to the terms of the Plan, the Investor may direct transfers between Plan investment options, including any selected investment option described in a Guaranteed Interest Account Schedule. MassMutual will apply the limitations described in the Guaranteed Interest Account Schedule to these transfers.

2.02 Frequency and Timing of Transfers

A. Daily Transfers.

Subject to the terms of the Plan, MassMutual permits daily Transfers.

B. Allocation Date for Transfers.

MassMutual will allocate Transfers as soon as reasonably practicable, but in no event later than the Valuation Date occurring five (5) Business Days following the date MassMutual receives Effective Communications from the Investor or a Participant regarding the Transfer.

Section 3 - Distributions

3.01 Benefit Payments

A. In General

Distributions for the purpose of making benefit payments, including loans and in-service withdrawals, will be made by MassMutual following receipt of Effective Communications from the Investor. MassMutual must receive Effective Communication of an election of a benefit payment form at least thirty-one (31) days prior to the date on which either an annuity is to be purchased or thirty-one (31) days prior to the date on which benefit payments are to commence. An election of a form of benefit payment is subject to the terms of the Plan and applicable federal and state laws and regulations. Except as provided below, any modification, retraction, or change of a benefit payment election must be made prior to the date benefit payments commence.

B. Lump-sum Cash Payment Option

(1) MassMutual, upon receipt of Effective Communications from the Investor and subject to the terms of the Plan and Section 3.02, will make a benefit payment in a lump-sum cash payment equal to the balance of the Participant's Plan Account.

(2) MassMutual will not make a benefit payment under this lump-sum cash payment option after the Termination Date.

C. Installment Payment Option

(1) MassMutual, upon receipt of Effective Communication from the Investor and subject to the terms of the Plan, will make benefit payments in installments equal to the balance of the Participant's Plan Account.

(2) Effective Communication of an election of installment payments must specify either: (i) benefit payments in equal amounts, except that the last payment which exhausts the Participant's Plan Account may be smaller; (ii) a specific number of benefit payments, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the number of remaining benefit payments to be made; or (iii) benefit payments over the Participant's life expectancy, or the life expectancy designated in accordance with the terms of the Plan, the amount of each benefit payment to be equal to the then value of the balance of the Participant's Plan Account divided by the applicable life expectancy as redetermined each year.

(3) The Plan Account of a Participant who elects installment payments will remain invested in the Guaranteed Interest Account during the time in which the installment payments are made to the Participant.

(4) Installment payments will terminate with the earlier of: (i) the benefit payment which completely exhausts the balance of the Participant's Plan Account; (ii) completion of the installment payment period; (iii) the Participant's election to receive the balance of the Participant's Plan Account in a lump sum; (iv) the last benefit payment due preceding the death of the Participant; or (v) the Termination Date. At the death of the Participant, any outstanding balance of the Participant's Plan Account will be paid in accordance with the provisions of the Plan.

D. Annuity Purchase Option

(1) The Investor may, but is not required to, purchase an annuity for any person who is eligible to receive an annuity under the Plan. Subject to the terms of the Plan, MassMutual will make available any form of annuity customarily offered by MassMutual and, upon receipt of Effective Communication from the Investor, will make annuity benefit payments. MassMutual will not permit the purchase of an annuity under this option after the Termination Date.

(2) If the Investor elects to purchase an annuity for a Participant, MassMutual will apply to the purchase of the annuity the amount by which the balance of the Participant's Plan Account exceeds the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity. The consideration applied to the purchase of an annuity will be net of the sum of administrative expenses applicable to the purchase of the annuity and any State premium tax liability due with respect to the purchase of the annuity.

The minimum amounts of an annuity which can be purchased under this Agreement are based on the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years, at 3% interest for immediate annuities and 2% interest for deferred annuities and a loading of 2% of the net rate.

Sample monthly amounts of life annuity (commencing immediately) which can be provided by $1,000 of net consideration are as follows:

Age of Person at Date of Purchase	Amount of Annuity
55	$4.15
60	4.62
65	5.25
70	6.10
75	7.30

MassMutual will provide amounts of annuity for other ages and other annuity forms upon request. The amount of annuity will not be less than what is provided by MassMutual at the time of purchase under other investment agreements in the same class as this Agreement.

Any annuity which, under the terms of the Plan, is the actuarial equivalent of a stated annuity will have the same present value on the date payment commences as the stated annuity. If the Plan does not provide for the determination of actuarial equivalence, the present value will be determined on the basis of the 1994 Group Annuity Mortality Table male rates projected to 2015, with ages set back 3 years and interest at 3% for immediate annuities and 2% for deferred annuities.

Each person for whom an annuity is purchased will receive an annuity certificate from MassMutual. Application of the balance of the Participant's Plan Account to the purchase of annuities on the basis of data and certifications received by MassMutual from the Investor will be deemed conclusive, except as otherwise provided in Section 3.02.

3.02 Misstatements and Adjustments

If MassMutual discovers that any fact pertaining to the determination of a benefit payment was misstated, or MassMutual discovers a clerical error, MassMutual will make the following adjustments. MassMutual will: (i) correct the amount payable retroactively to the date MassMutual began making benefit payments; and either (ii) deduct any overpayments resulting from misstatements or errors from amounts payable following the correction of the benefit payment amount; or (iii) pay any underpayments resulting from misstatements or errors in full with the next payment following the correction of the benefit payment amount.

3.03 Corrective Distributions

On or prior to the Termination Date and subject to the terms of the Plan, corrective distributions will be made if mandated by applicable law and regulations.

3.04 Expense Distributions

MassMutual will deduct monthly from assets invested under this Agreement amounts owed for expenses and charges described in the Expense Schedule. Instead of deducting expenses and charges described in the Expense Schedule from assets invested under this Agreement, the Investor may provide Effective Communication to MassMutual electing to directly pay the expenses and charges on a monthly basis, which expenses shall be due and payable by the Investor to MassMutual within thirty (30) days of the date of the invoice from MassMutual. If the expenses have not been paid within thirty (30) days from the date of the invoice, MassMutual shall have the right to withdraw the amount of the unpaid expenses and all future expenses from assets invested under this Agreement.

In accordance with Effective Communication from the Investor, MassMutual agrees to deduct and pay from assets invested under this Agreement amounts owed for expenses incurred on behalf of the Plan other than those expenses and charges described in the Expense Schedule.

3.05 Outside Fund Distributions.

On or prior to the Termination Date and subject to the terms of the Plan and any limitations described in the Guaranteed Interest Account Schedule, the distribution from the Agreement of funds resulting from employee-directed investment transfers to outside funds, will be made.

Section 4 - Termination

4.01 Termination Events

A. In General.

MassMutual will fully or partially terminate this Agreement under the following circumstances:

(1) The Investor provides Effective Communication to MassMutual that the Agreement will be fully or partially terminated as of a date selected by the Investor, which will be no earlier than thirty (30) days after the Investor provides Effective Communication to MassMutual.

(2) The Internal Revenue Service determines that the Plan no longer meets the requirements of Code section 401(a), 403(a), 414(d), 414(e) or any other applicable Code provision.

(3) There is a termination or partial termination of the Plan.

(4) The Investor breaches a provision of the Agreement.

(5) MassMutual provides Effective Communication to the Investor that the Agreement will be terminated as of a date at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

B. Pending Termination.

MassMutual may defer making withdrawals and transfers for up to ten (10) days during which MassMutual is considering terminating the Agreement.

C. Timing of Termination.

If the Agreement is terminated under Section 4.01(A)(1), then the Termination Date is the later of the date specified in, or the date of receipt of, the Effective Communication that the Agreement is being terminated, unless both parties agree otherwise. If the Agreement is terminated under Section 4.01(A)(2), (3) or (4), then the Termination Date is the date MassMutual first discovers that the Plan no longer satisfies applicable Code requirements, the Plan has been fully or partially terminated, or the Investor has breached a provision of the Agreement. If the Agreement is terminated under Section 4.01(A)(5), then the Termination Date is a date specified by MassMutual at least ninety (90) days after MassMutual provides Effective Communication to the Investor.

4.02 Result of Termination

A. Deposits, Transfers and Distributions

After the Termination Date, except with the mutual agreement of MassMutual and the Investor, MassMutual shall not accept Deposits, permit Transfers or make Distributions.

B. Expenses

After the Termination Date, MassMutual shall deduct any Expenses, as provided in Section 3.04, including any that have not been paid before the Termination Date.

C. Investment Allocation

MassMutual shall determine the value of the General Account Assets. The amount of the General Account Assets will be held in the general investment account of MassMutual and credited with the Holding Account Rate from the Termination Date until disbursed in accordance with Section 5, except as hereinafter provided.

Section 5 – Termination Payments

5.01 Termination Payment Options

MassMutual will disburse all assets held under this Agreement in accordance with Effective Communication of one of the following payment options from the Investor. In the event no option is elected within thirty-one (31) days of the Termination Date, the applicable Book Value Installment Payment Option will be deemed to have been elected by the Investor.

5.02 Book Value Installment Payment Options

This Option provides for installment payments of the General Account Assets. Payments will be made under Section 5.02A if the Termination Date occurs on an Anniversary Date. Payments will be made under Section 5.02B if the Termination Date occurs other than on an Anniversary Date.

A. Five Year Rate Reset Installment Option

This option provides for payment in six (6) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the next five (5) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement at the Guaranteed Interest Rate credited to the Guaranteed Interest Account as of the Termination Date for the duration of the Rate Period in which the Termination Date occurs. At the same time that MassMutual would otherwise provide Effective Communication of the Guaranteed Interest Rate for subsequent Rate Periods, as specified in the Guaranteed Investment Account Schedule, MassMutual will also provide the installment interest rate under this option that will apply for such Rate Period. In no event will this interest rate be less than the Agreement Minimum Interest Rate. Benefit payments will not be made during the installment payment period.

B. Ten Year Installment Option

This option provides for payment in eleven (11) equal annual installments of the value of the General Account Assets. The first installment will be due and payable not later than six (6) months after the Termination Date and additional installments will be due and payable on each of the ten (10) annual anniversaries of the Termination Date. Each such installment will be reduced by the Expenses determined in Section 3.04, including any Expenses incurred for services provided while installment payments are being made. During the installment payment period commencing with the Termination Date, interest will be credited to the unpaid assets held under this Agreement. Such rate of interest will be 1.0% below the rate of interest equal to the net effective interest rate being credited to the Guaranteed Interest Account determined as of the Termination Date, but in no event less than the Initial Minimum Annual Interest Rate. Benefit payments will not be made during the installment payment period.

5.03 Annuity Purchase Payment Option

The Investor may, but is not required to, purchase annuities under this Agreement. If the Investor elects to purchase annuities for all of the Participants, MassMutual will apply to the purchase of annuities the amount by which (i) exceeds (ii), where: (i) equals the Market Value of the General Account Assets; and (ii) equals the sum of: (I) administrative expenses applicable to the purchase of the annuities, and (II) any State premium tax liability due with respect to the purchase of the annuities.

If permitted under the terms of the Plan, if a Participant is eligible to receive a retirement benefit, such Participant may choose by means of Effective Communication either an immediate or deferred annuity. If the Participant is not eligible to immediately receive a retirement benefit under the provisions of the Plan, a deferred annuity will be purchased for such Participant. The basis for the purchase of an annuity is determined in accordance with Section 3.01D. Any balance remaining under the Agreement that is not used to provide annuities will be paid under the Lump-Sum Payment Option.

5.04 Lump-Sum Payment Option

This option provides for a lump-sum cash payment. The amount of the Market Value of the General Account Assets will be paid in one sum in accordance with Section 5.06 not later than six (6) months after the Termination Date, provided that if the Market Value of the General Account Assets is larger than $1.5 million, MassMutual may make payment in installments at four-week intervals. Each installment withdrawn is limited to the larger of $1.5 million or ten percent (10%) of the total amount to be withdrawn and the first payment will be made not later than six (6) months after the Termination Date.

5.05 Plan Termination Payment Option

If the Plan is terminating, the Investor may offer the Participants under this option a choice of an annuity under Section 5.03 or lump-sum cash payments under Section 5.04, as provided in accordance with the terms of the Plan. Any payments will be made in accordance with an Effective Communication.

5.06 Certification

In the event of the election of the book value installment payment option or the lump-sum payment option, the Investor will in the Effective Communication: (i) designate the trustee or insurance company that is to receive the payment; and (ii) certify that the amount so paid is to be used to provide benefits for those employees who would be entitled to benefits under the Plan and such Plan, in the opinion of the Investor, continues to meet the applicable qualification requirements of the Code. MassMutual will be entitled to rely conclusively upon such certification.

Section 6 – Agreements of the Parties

6.01 Information Required by MassMutual

The Investor agrees to provide Effective Communication of all information required by MassMutual, including information required to process Deposits, Transfers, and Distributions, or to meet any other obligation under this Agreement, in such form and at such time as the Investor and MassMutual mutually agree. The Investor and MassMutual agree that the Plan fiduciary's determination of the eligibility of any person for, and the amount of, any benefit payment will be conclusive.

The Investor agrees to provide MassMutual with the Plan document, the summary plan description and the latest Form 5500, or other required forms, filed with the Internal Revenue Service or Department of Labor, unless otherwise agreed upon by the parties.

The Investor agrees to furnish to MassMutual a copy of a current determination letter from the Internal Revenue Service that the Plan, as it may be amended from time to time, meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e) or any other applicable Code provision.

The Investor agrees to provide Effective Communication to MassMutual within seven (7) days after the Plan Sponsor receives written notification from the Internal Revenue Service that the Plan no longer meets the requirements of Code sections 401(a), 403(a), 414(d), 414(e) or any other applicable Code provision or the Plan Sponsor terminates or partially terminates the Plan.

MassMutual may rely entirely on the information it receives from the Investor and is not responsible for any exclusions or inaccuracies.

6.02 Plan Change Or Amendment

The Investor agrees to provide Effective Communication at least sixty (60) days in advance of the effective date of any change in Plan operation, including changes in investment allocation, the establishment or activation of, or material change in, any Plan investment fund or any change in administrative procedures or any amendment to the Plan. The notice shall include a description of the proposed change or amendment. MassMutual shall have forty-five (45) days from the date of receipt of the notice to determine whether it can continue to operate the Agreement under its current terms following the proposed change or amendment. If MassMutual determines that the proposed change or amendment has an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement, MassMutual shall either:

(i) propose an amendment to this Agreement that it deems necessary as a result of the change or amendment; or
(ii) terminate the Agreement, before the effective date of the change or amendment if MassMutual and the Investor are unable to reach agreement, including agreement upon any amendment to this Agreement, that MassMutual deems necessary.

The Investor agrees that it will be a breach of this Agreement for the Plan Sponsor to adopt any change or amendment that would have an adverse effect on MassMutual's administrative procedures or the financial experience of MassMutual or other investors with investment agreements in the same class as this Agreement unless the Investor and MassMutual have agreed to any such amendment to this Agreement that MassMutual deems necessary as a result of the change or amendment.

6.03 Prohibited Communication

The Investor agrees that it will be a breach of this Agreement for the Investor, Plan Sponsor or the Plan fiduciary to deliver any communication to Participants, either directly or indirectly, that is intended to induce Participants to withdraw or transfer funds from the Guaranteed Interest Account to another investment option under the Plan (a "Prohibited Communication"); provided that communications delivered to Participants which are not intended to be biased against a particular investment option under the Plan and are factual information concerning investment options, general discussions of asset allocation principles or investment strategies, fair and accurate descriptions of the risk and reward characteristics of the available investment options, or information required to be delivered for the Plan to maintain its qualification under Section 401(a) of the Code or to satisfy Section 404(c) of ERISA will not be deemed to induce Participants to withdraw or transfer funds.

6.04 Clone Agreement

If, as a result of the sale of a part or all of the Plan Sponsor's or an affiliated employer's business (including both stock and asset sales), Participants' employment with the Plan Sponsor or an Affiliated Employer is terminated but is continued with a successor employer and the impacted employees are immediately included in a defined contribution plan of the successor employer, then if the successor employer's plan meets MassMutual's underwriting requirements, MassMutual may offer the successor employer an investment agreement on behalf of such employees with provisions substantially similar to the terms then in effect under this Agreement at the Termination Date (a "Clone Agreement").

If the successor employer accepts the Clone Agreement, funds maintained under this Agreement with respect to such group of employees will be withdrawn and transferred to the new investment agreement following the issue date of such investment agreement. If the Clone Agreement is not accepted by the successor employer, or if such group of employees are not immediately included in a defined contribution plan of the successor employer, amounts withdrawn on behalf of such employees shall be transferred in accordance with the provisions of Section 4.02.

Section 7 – General Provisions

7.01 Responsibility for Funding Vehicle

The Investor is solely responsible for selecting this Agreement as the funding vehicle appropriate for the Plan.

7.02 Nondiversion of Benefits

Prior to the satisfaction of all liabilities with respect to persons whose Plan benefits are funded by this Agreement, funds maintained with respect to this Agreement will only be used for the exclusive benefit of such persons and for payment of administrative expenses as determined in accordance with this Agreement.

7.03 Payment of Benefit

Other than for the purposes of Section 7.04, annuity payments cannot be made to a person other than the annuitant unless permitted by law and with the written consent of the Investor.

7.04 Facility of Payment

If any person is, in the opinion of MassMutual, legally or physically unable to receive and endorse a payment due hereunder and a guardian has not been appointed, MassMutual may make payment to the person or institution who, in MassMutual's determination, is responsible for that person until such time as MassMutual is notified of a duly appointed guardian or other legal representative. Payment in this manner relieves MassMutual of any liability to the extent of the payment and the application of the money paid.

7.05 Evidence of Survival

MassMutual has the right to require satisfactory evidence that any person entitled to receive an annuity payment under this Agreement is alive on each date payment is due. MassMutual may withhold payments until it receives satisfactory evidence.

7.06 Designation of Beneficiary

A Participant's beneficiary will be designated in accordance with the terms of the Plan. If there is no designated beneficiary living upon the death of a Participant and the Plan does not designate a beneficiary, then any benefit payment hereunder will be paid to such Participant's executors or administrators.

7.07 Basis of Reserves

MassMutual will hold reserves under this Agreement equal to the minimum required by law. Reserves for any annuities purchased in accordance with this Agreement will be at least equal to the minimum required by law.

7.08 Limitation of Liability

MassMutual will be liable for any Distribution or Termination Payment under this Agreement only to the extent the Market Value of the General Account Assets, less estimated Expenses, which include a charge for assets held under the Agreement and the expense of any services provided, is sufficient therefor at the time such Distribution or Termination Payment is to be made.

7.09 Correction of Breach

If the Investor breaches a provision of the Agreement and subsequent to such breach MassMutual permits Transfers or makes Distributions from the General Account Assets in accordance with Section 2 or Section 3, MassMutual will recover the difference between the amount so withdrawn and the GIA Market Value of the amount so withdrawn by withdrawing such amounts from the remaining funds.

7.10 Deferral of Allocation of Deposits and Withdrawals

MassMutual may defer Transfers, Distributions, Termination Payments and the allocation of Deposits under the Agreement if there is an emergency, an interruption in the normal operation of banks or securities exchanges or any other circumstance that makes the purchase of, sale of, liquidation of, or receipt of payment for securities impractical. Deferred Deposits, Transfers, Distributions and Termination Payments will be made within a reasonable period of time after the end of the emergency or interruption.

7.11 Entire Agreement

This Agreement, which includes the Guaranteed Interest Account Schedule, the Expense Schedule, and the Application of the Investor, constitutes the entire agreement between the parties.

7.12 Assignment

No assignment of this Agreement will be effective or valid unless: (i) there has been Effective Communication of the original or a true copy of the assignment; and (ii) MassMutual has consented in writing to the assignment. MassMutual will not unreasonably withhold its consent to an assignment but assumes no responsibility for the validity of any such assignment.

7.13 Amendment

This Agreement may be amended at any time by agreement between MassMutual and the Investor without the consent of any person receiving, or entitled to receive, benefit payments from this Agreement. No such amendment will affect the amount or the terms of any annuity purchased prior to the effective date of such amendment.

7.14 Modification

MassMutual may modify this Agreement at any time to comply with applicable law by providing Effective Communication to the Investor at least thirty-one (31) days prior to the effective date of the modification and subject to the following conditions: (i) a modification may not affect the amount or terms of any annuity purchased prior to the effective date of the modification; and (ii) a modification may not reduce any existing Guaranteed Interest Rate.

MassMutual may modify this Agreement at any time to add Separate Investment Accounts to the Separate Investment Account Schedule by providing Effective Communication to the Investor. The new Separate Investment Accounts will not be available as investment options under the Plan until such time as the Investor and MassMutual mutually agree.

MassMutual may modify the Market Value Formula by providing Effective Communication to the Investor at least ninety (90) days prior to the effective date of the modification, provided the Investor may terminate this Agreement under the existing formula prior to the effective date of the modification.

MassMutual may modify the expenses and charges described in the Expense Schedule or impose an expense or charge not currently provided for under the Agreement, effective as of any Anniversary Date by providing Effective Communication to the Investor at least one hundred and twenty (120) days prior to such Anniversary Date.

7.15 Arbitration Clause

If anything in this Agreement is disputed by the Investor or MassMutual and it cannot be resolved to the mutual satisfaction of the Investor and MassMutual, either the Investor or MassMutual may, by a written request for arbitration delivered to the other, require that the matter be arbitrated under the American Arbitration Association's commercial arbitration rules. If the Investor and MassMutual cannot agree on a single arbitrator within seven days of the delivery of the request for arbitration, three disinterested arbitrators will be used, one to be chosen by the Investor, one to be chosen by MassMutual, and the third to be chosen by the first two before they enter arbitration, to act as umpire. If either the Investor or MassMutual fail to appoint an arbitrator, or if two arbitrators fail to appoint a third arbitrator within seven days, either the Investor or MassMutual may request the American Arbitration Association to appoint the necessary arbitrator(s). Any court having jurisdiction can pass judgment on the award rendered by the arbitrators.

7.16 Form and Gender

Wherever the context of this Agreement requires, the singular includes the plural, the plural the singular, and the masculine the feminine.

Section 8 – Definitions

Capitalized terms used in this Agreement that are not defined herein will have the meanings ascribed to them in the applicable schedule.

8.01 Account

Account means the amount maintained under the Plan for each person participating in the Plan.

8.02 Agreement

Agreement means this investment agreement, including the Guaranteed Interest Account Schedule, Expense Schedule and Application.

8.03 Business Day

Business Day means each day on which the New York Stock Exchange is open for business.

8.04 Code

Code means the Internal Revenue Code of 1986, as amended.

8.05 Contributions

Contributions means amounts contributed to the Plan on or after the Effective Date of this Agreement.

8.06 Deposits

Deposits means Contributions and Transferred Assets described in Section 1.

8.07 Distributions

Distributions means withdrawals for benefit payments and Expenses and corrective distributions described in Section 3.

8.08 Effective Communication

Effective Communication means written or electronic communication in a form satisfactory to MassMutual, which shall be deemed given when delivered personally, upon receipt of a transmission confirmation (with a confirming copy sent by overnight courier) if sent electronically or by facsimile or like transmission, and on the next business day when sent by Federal Express, United Parcel Service, Express Mail, or other reputable overnight courier. The Investor will submit Effective Communications to MassMutual at the following address:

Massachusetts Mutual Life Insurance Company
Retirement Services
430 W 7th Street
Kansas City, MO 64105

MassMutual will submit Effective Communications to the Investor at the Investor's principal place of business or as the Investor and MassMutual mutually agree.

8.09 ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

8.10 Expenses

Expenses means expenses, fees and charges described in the Expense Schedule.

8.11 General Account Assets

General Account Assets means the sum of the amount of the Guaranteed Interest Account and all other amounts held under the Agreement in MassMutual's general investment account.

8.12 GIA Market Value

GIA Market Value means the value of the General Account Assets as of a Valuation Date determined by applying the market value factor determined under the Market Value Formula as of the date of the partial or complete termination of the Agreement to the value of the General Account Assets as of such Valuation Date.

8.13 Guaranteed Interest Account

Guaranteed Interest Account means the accounts maintained under this Agreement to determine the amount of the Investor's interest in MassMutual's general investment account. The amount of the Guaranteed Interest Account at any time will be the sum of the amount of such Guaranteed Interest Account on the last Valuation Date after adjustments for deposits and withdrawals plus interest from the last Valuation Date at the Guaranteed Interest Rate applicable to such Guaranteed Interest Account.

8.14 Guaranteed Interest Account Schedule

Guaranteed Interest Account Schedule means the schedule that describes the Guaranteed Interest Account available under the Agreement and all conditions associated with the use of such investment option under this Agreement.

8.15 Holding Account Interest Rate

Holding Account Interest Rate means the interest rate credited on any balance that is not paid and is based on the net yield being realized by Separate Investment Account G, a pooled separate investment account invested primarily in short-term interest bearing instruments. The net yield is determined as the annual rate of return after adjustments for investment expenses, duration from issue to maturity date, maturity par values for each asset, and the assumption that reinvestment will be made by purchase of identical assets. The Holding Account Rate is an effective annual rate and is credited at the equivalent daily rate. The rate is reviewed weekly and reset at least as frequently as quarterly. The Holding Account Rate is not guaranteed for any length of time.

8.16 Investor

Investor means the fiduciary, Plan Sponsor or trustee to which the Agreement is issued, as listed on the face page of the Agreement.

8.17 Market Value Formula

Market Value Formula means the formula used to determine the market value factor. The Market Value Formula takes into consideration the following factors, which are further defined below: (i) the interest rate being earned by investments underlying the Guaranteed Interest Account determined, in accordance with MassMutual's procedures for investment agreements in the same class as this Agreement; (ii) the assumed interest rate obtainable by MassMutual on new investments; and (iii) the asset flows of an investment with coupons and maturity characteristics based upon the foregoing rates. The rates entering into the Market Value Formula, the methods employed in the computation, and any amount determined by the application of the Market Value Formula will be deemed conclusive.

The Market Value Formula is the same as a serial bond valuation formula for a bond which repays its original principal in installments, pays interest on the outstanding principal, and is being valued in the current interest rate environment. The Market Value Formula is:

$a/r + (1-a/r) \times (j/i) =$ market value factor

where

i = the assumed new money rate. Used for this rate is the Barclays Capital U.S. Aggregate Index (excluding Treasuries) Yield Average as of the last Business Day of the latest calendar month for which such yield has been published prior to the date as of which the Market Value is being determined, adjusted by MassMutual to cause the duration of the index to be equal to that of the General Investment Account assets underlying this Agreement, reduced according to MassMutual's dividend interest rate practices for determining the (j) rates being used by MassMutual for the Retirement Services segment of the general investment account.

j = the experience rate for the Agreement. It is determined as the weighted average of the investment year interest rates being used by MassMutual for the Retirement Services segment of the general investment account, where such weighted average reflects the distribution to the various investment years of the investment agreements' funds.

a = the present value of an immediate annuity of $1 per year for r years with interest at the rate (i). The formula to be used to calculate this value is:

$$a = \frac{1 - [1/(1+i)]^r}{i}$$

r = The number of years to maturity of a serial bond whose duration is equal to that of the General Investment Account assets underlying this Agreement.

The Market Value Formula produces the following examples of Liquidation Factors for various values of i and j. For purposes of the following example, r is held fixed at ten years.

/i	4.00%	5.00%	6.00%	7.00%	8.00%	9.00%
4.00%	100.00%	95.44%	91.20%	87.24%	83.55%	80.10%
5.00%	104.72%	100.00%	95.60%	91.50%	87.66%	84.08%
6.00%	109.45%	104.56%	100.00%	95.75%	91.78%	88.06%
7.00%	114.17%	109.11%	104.40%	100.00%	95.89%	92.04%
8.00%	118.89%	113.67%	108.80%	104.25%	100.00%	96.02%
9.00%	123.61%	118.23%	113.20%	108.50%	104.11%	100.00%

8.18 MassMutual

MassMutual means Massachusetts Mutual Life Insurance Company.

8.19 Participant

Participant means an individual having an account under the Plan.

8.20 Plan

Plan means the City of Stockton 401(A) Plan as in effect on the Effective Date.

8.21 Plan Sponsor

Plan Sponsor means the entity sponsoring the Plan.

8.22 Termination Date

Termination Date means the date on which the Agreement is terminated in accordance with Section 4.01(C).

8.23 Termination Payment

Termination Payment means a payment made in accordance with Section 5 upon termination of the Agreement.

8.24 Third Party Administrator

Third Party Administrator means a third party administration firm which has an active services agreement with MassMutual.

8.25 Transferred Assets

Transferred Assets means amounts contributed under the terms of the Plan prior to the Effective Date or amounts contributed under either an existing or a terminated plan qualified under Code section 401(a) or a plan that is being merged into the Plan.

8.26 Transfers

Transfers means transfers among the Guaranteed Interest Account and all Plan funds held outside of the Guaranteed Interest Account.

8.27 Valuation Date

Valuation Date means any day on which the amount of the Guaranteed Interest Account is determined by MassMutual.

Guaranteed Interest Account Schedule

G1.01 Guaranteed Interest Rate

A Guaranteed Interest Rate is an effective annual rate of interest credited at its equivalent daily rate to amounts in the Guaranteed Interest Account as of the close of business daily. The establishment of the Guaranteed Interest Rate requires estimation of the future earnings rates, the rate at which existing investments mature, and future cashflow. MassMutual will establish a Guaranteed Interest Rate on a semi-annual basis (the "Rate Period") for deposits received during a Rate Period. MassMutual will also establish an annual minimum interest rate (the "Minimum Annual Interest Rate") for each year of the Agreement (the "Annual Rate Period") and a minimum interest rate that will apply for the duration of the Agreement (the "Agreement Minimum Interest Rate").

The Guaranteed Interest Rate to be credited to the Guaranteed Interest Account during any Rate Period will be at a rate not less than the Minimum Annual Interest Rate in effect during such Annual Rate Period and the Minimum Annual Interest Rate in effect during any Annual Rate Period will not be less than the Agreement Minimum Interest Rate.

The initial Guaranteed Interest Rate will be:	3.55%	
The initial Rate Period will be:	May 1, 2014 to October 31, 2014	
The duration of Rate Periods will be:	6 months	
Minimum Annual Interest Rates and Applicable Annual Rate Periods will be:	Minimum Annual Interest Rate	Annual Rate Period
	3.55%	May 1, 2014 to April 30, 2015
	3.15%	May 1, 2015 to April 30, 2016
	2.65%	May 1, 2016 to April 30, 2017
	2.15%	May 1, 2017 to April 30, 2018
	2.15%	May 1, 2018 to April 30, 2019
initial Annual Rate Period	May 1, 2014 to April 30, 2015	
The Agreement Minimum Interest Rate	1.0%	

MassMutual will establish a Guaranteed Interest Account for deposits allocated to the Guaranteed Interest Account. MassMutual will credit to those amounts the Guaranteed Interest Rate as established by MassMutual with respect to each Rate Period during which this Guaranteed Interest Account is in effect.

MassMutual will provide the Investor with Effective Communication of: (1) the Guaranteed Interest Rate for each Rate Period following the initial Rate Period at least thirty days prior to the beginning of such Rate Period; and (2) the Minimum Annual Interest Rate for each Annual Rate Period following the initial Annual Rate Period at least thirty days prior to the beginning of such Annual Rate Period.

G1.02 Termination of Employment

A. Bona Fide Termination of Employment

On or prior to the Termination Date, benefit payments from the Guaranteed Interest Account to be made with respect to a bona fide termination of employment will be paid at book value. A bona fide termination of employment includes retirement, death or disability. Additionally, a bona fide termination of employment generally includes a separation from employment with the Plan Sponsor or an affiliated employer but does not include a: (i) temporary absence; (ii) change in position or other occurrence qualifying as a temporary break in service under the Plan; (iii) transfer or other change of position resulting in employment by an entity controlling, controlled by, or under other common control with the Plan Sponsor or an affiliated employer; or, (iv) separation from employment resulting from a reorganization, merger, layoff, enhanced separation or retirement offer, or the sale or discontinuance of all or any part of the Plan Sponsor's or affiliated employer's business.

B. Non-Bona Fide Termination of Employment

If any withdrawal is a result of the removal from the Plan of one or more groups or classifications of Plan Participants, a Plan termination or a partial Plan termination, or any reason under (A)(i) through (iv) above, (a "Non-Bona Fide Termination of Employment"), then the amount payable from the Guaranteed Interest Account by MassMutual with respect to a Non-Bona Fide Termination of Employment will be paid under Section 5.02 of the Investment Agreement.

The GIA Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date for the purpose of establishing the benefit payments or Termination Payments to be made and determining the market value factor under the Market Value Formula.

At the Contractholder's election, the Market Value of the amount withdrawn from the General Investment Account shall be paid in lieu of payments under Section 5.02 of the Investment Agreement. The Market Value will be determined by the Market Value Formula set forth in the Investment Agreement. The date of withdrawal will be considered the Termination Date in the formula.

C. *De Minimus Partial Withdrawals*

De minimus partial withdrawals due to a Non-Bona Fide Termination of Employment are permitted from the Guaranteed Interest Account in a lump-sum at the value of the Guaranteed Interest Account prior to the application of the market value factor. De minimus means either: an aggregate withdrawal amount during a calendar year less than the lower of: 5% of the Guaranteed Interest Account, and $2,000,000; or a total Market Value adjustment less than or equal to $25,000.

G1.03 Competing Fund Transfer Restrictions

A. Guaranteed Interest Account Transfer Restrictions

No transfers may be made to a Competing Fund. Only new contributions to the Plan may be invested in a Competing Fund. Transfers may be made from a Competing Fund to any other Plan investment option.

B. Competing Fund Definition

For purposes of this Section, a "Competing Fund" is a Plan investment option containing fixed income assets, including, but not limited to money market funds, short and intermediate-term bond funds, bank investment contracts, guaranteed interest contracts, stable value funds, self-directed brokerage accounts, and pooled-GIC collective trusts.

G1.04 Investor Directed Plan Investment Option Transfer Restriction

Only with the mutual agreement of MassMutual and the Investor, and subject to such conditions as MassMutual and the Investor may agree upon, may the Investor direct the distribution of all or a portion of a Participant's Plan account for the purpose of transferring such amounts to other Plan investment options.

Expense Schedule

E1.01 Plan Administrative Expenses

If the Investor requests that MassMutual provide administrative services, MassMutual will deduct from assets invested under this Agreement amounts owed for expenses attributable to such administrative services.

APPLICATION FOR GROUP ANNUITY CONTRACT

to

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY
(MassMutual)

Springfield, Massachusetts

Application is hereby made for a Group Annuity Contract (the "Contract") by City of Stockton (the "Applicant"), to be issued to CIty of Stockton (the "Contractholder") by the Massachusetts Mutual Life Insurance Company (the "MassMutual") to provide benefits for eligible employees of the

City of Stockton 401(A) Plan

Said Contract will be prepared by MassMutual on Form No. GP 5566, or the contract form then being issued, and designated as Group Annuity Contract No. MR 061361, the terms and conditions of which have been mutually agreed upon by the Applicant and MassMutual.

It is understood and agreed that this Application will become a part of the Contract hereby applied for, that said Contract is to be effective as of May 1, 2014 and that this Application supersedes and replaces any prior application for said Contract.

I, the undersigned, have read and understood the proposal material presented to me prior to entering into this Contract and any applicable prospectus.

ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO DEFRAUD AN INSURANCE COMPANY OR OTHER PERSON, SUBMITS AN APPLICATION FOR INSURANCE OR FILES A CLAIM CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF INSURANCE FRAUD, WHICH IS A CRIME.

Signed at _____, this _____ day of _____, 20____.

(Location)

City of Stockton
(Complete Legal Name of Applicant)

By _____
Signature and Title

For Information of MassMutual:

EXHIBIT T: **INSURANCE PROVSIONS**

MassMutual is self-insured for errors and omissions. MassMutual does not self-insure through a captive or other fronted program, but rather would fund any payable claim from its substantial assets, capital and surplus. With surplus assets of nearly $12.3 Billion and consolidated statutory net gain from operations of approximately $1.3 Billion at the close of the third quarter of 2013, and an estimated risk based capital ratio of 538% as of June 30, 2012, MassMutual can satisfy any liability likely to arise. This is exemplified by our credit ratings which are amongst the highest available in the industry. MassMutual also has fidelity bonding to the extent required by ERISA; as well as Directors & Officers Liability Insurance with a limit of $185 million in a layered program with various carriers.

12.6 14-0214 PURCHASE OF ONE TRAILER-MOUNTED PORTABLE GENERATOR (PUR 13-053)

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the replacement purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA in the amount of $70,571.42.

Department: Public Works

City of Stockton

Legislation Details (With Text)

File #:	14-0214 Version: 1		
Type:	Consent	Status:	Agenda Ready
File created:	2/5/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	PURCHASE OF ONE TRAILER-MOUNTED PORTABLE GENERATOR (PUR 13-053) RECOMMENDATION It is recommended that the City Council approve a motion authorizing the replacement purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA in the amount of $70,571.42.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Attachment A - Purchase of One Trailer-Mounted Portable Generator (PUR 13-053) Attachment B - Purchase of One Trailer-Mounted Portable Generator (PUR 13-053)		

Date	Ver.	Action By	Action	Result

PURCHASE OF ONE TRAILER-MOUNTED PORTABLE GENERATOR (PUR 13-053)

RECOMMENDATION

It is recommended that the City Council approve a motion authorizing the replacement purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA in the amount of $70,571.42.

Summary

The Municipal Utilities Department (MUD) requires a new emergency generator to replace an existing unit that does not comply with current emission regulations. On October 31, 2013, the purchase of one trailer-mounted portable generator was put out to bid. On November 21, 2013, eight bids were received with Energy Systems of Stockton, CA being the lowest qualified bidder. The recommended motion authorizes the replacement purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA for a total cost of $70,571.42.

DISCUSSION

Background

MUD's Regional Wastewater Control Facility staff has identified a need for a new generator that complies with federal Tier 4 emission regulations implemented by the Environmental Protection

Agency (EPA). The proposed generator would replace an existing unit that is not Tier 4 compliant, and would be used to provide emergency standby power for small can style sanitary lift stations, storm stations and main plant operations.

MUD and Public Works staff developed a bid specification outlining the requirements for providing a complete, certified, licensed, operable, and tested mobile diesel engine generator. The specifications require the portable generator to be sound attenuated with a self-contained fuel system and voltage changeable distribution, to be compliant with Tier 4 emission regulations, as well as to have been factory tested to ensure reliable operation at rated power.

Present Situation

The Notice Inviting Bids for the purchase of one trailer-mounted generator was published in The Record on Saturday and Sunday, November 2nd and 3rd, 2013. On that same weekend, the Notice went out to five vendors who had supplied similar equipment to the City in the past. A notification was also e-mailed through ASK Stockton to 2,545 recipients.

On November 21, 2013, eight bids were received with the following results (Attachment A):

Cobra Power Systems Spotswood, NJ	$58,950.00
Energy Systems Stockton, CA	$70,571.42
Quality Electrical Supply St. Croix, Virgin Islands	$74,578.56
H&E Equipment Services Rancho Cordova, CA	$74,933.32 and $105,088.47
Federal Contracts Corporation Tampa, FL	$76,039.00
Holt of California Stockton, CA	$76,316.25
FSI Energy Services Moreno Valley, CA	$95,095.46
United Rentals Stockton, CA	$105,425.76

The quote from the lowest bidder, Cobra Power Systems of Spotswood, New Jersey, was disqualified as it was for a unit that did not comply with Tier 4 emissions regulations as specified. The bid submitted by Energy Systems of Stockton, CA, the next lowest bid, meets the bid specifications and is regular in all respects (Attachment B). It is recommended that Council adopt a motion authorizing the purchase of one trailer-mounted portable generator from Energy Systems of Stockton, CA.

FINANCIAL SUMMARY

Sufficient funds are available in the Municipal Utilities Account Number 431-4333-606.94-08 for the purchase of one trailer-mounted portable generator.

One trailer-mounted portable generator	$	65,193.00
State Sales Tax (8.25%)	$	5,378.42
Total Purchase Price	$	70,571.42

The City Manager is authorized to record any and all appropriations and transactions necessary to accomplish the intent of this motion. Taking the recommended actions will have no impact on the City's General Fund.

Attachment A - PUR13-053 Bid Abstract
Attachment B - Energy Systems Bid Packet

ATTACHMENT A

BID ABSTRACT

DEPT/PROJECT NO: AS / PUR 13-053

BID OPENING DATE: NOV 21, 2013

BID TITLE: PURCHASE OF ONE TRAILER MOUNTED PORTABLE GENERATOR

ESTIMATE: _____

For information regarding this project, please contact Doug Smith at 937-7415 the day following the bid opening.

No.	Bidder	Affirm Action	Bond	Check			
1.	Quality Elect. Supply				$ 74,578.56		
2.	Cobra Power Systems, Inc.				$ 58,950.00		
~~3.~~	~~River City Painting~~				—		
3	Holt of California/ The Cat Rental Store				$ 76,316.25		
4	Energy Systems				$ 70,571.42		
5	United Rentals				$ 105,425.76		
6	H&E Equipt. Svcs				$ 105,088.47 $ 74,933.32	2 diff specs submitted	
7	FSI Energy				$ 95,095.46		
8	Federal Contracts CORP				$ 76,309.46		
9						NOV 21 '13 PM 2:00	
10							

ACCOUNT NUMBER (PUBLICATION): 431-4333-571.30-50

ACCOUNT NUMBER (STAFF): 431-4333-571 .

CONTRACT AWARDED TO: _____

COUNCIL MEETING DATE: _____

MOTION/RESO #: _____

UNSUCCESSFUL BONDS RETURNED: _____

CONTRACT #: _____ OB DOC #: _____

SUCCESSFUL BOND RETURNED: _____

Note: Affirmative Action required for federally funded projects only

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BID DOCUMENTS

A) BID – PURCHASE OF A TRAILER-MOUNTED PORTABLE GENERATOR

B) PUR 13-053

C) NOVEMBER 21, 2013

COMPANY NAME: E.S. WEST COAST LLC/dba ENERGY SYSTEMS

CONTACT NAME: CHRIS HENSON

ADDRESS: 7100 SOUTH LONGE STREET, SUITE 300

STOCKTON, CA 95206

TELEPHONE NUMBER: 1(800)845-8519

EMAIL: chris@energysystem.net

ATTACHMENT B

BID TO BE SUBMITTED

Quantity	Description	Unit Price	Total
1	Trailer-Mounted, Towable 120kW Diesel Generator	$65,193/ea.	$65,193.00

Subtotal	$65,193.00
Sales Tax (8.25%)	$5,378.42
GRAND TOTAL	**$70,571.42**

**Attach manufacturer specs for the equipment you are quoting. Must include a photo of the product.

The bidder warranties this equipment for a minimum period of 2 years.

Complete delivery will be made within 84 calendar days from award of bid.

Any questions regarding specifications should be directed to Doug Smith, PW Fleet, Doug.Smith@stocktongov.com

ENERGY SYSTEMS
FIRM NAME

7100 S. Longe St./Ste 300
Stockton, CA 95206
ADDRESS

SIGNATURE

Christopher K. Henson,Rental Manager
PRINTED NAME & TITLE

chris@energysystem.net
EMAIL ADDRESS

11/5/2013
DATE

(800) 845-8519
TELEPHONE

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

No. 1 **AFFIDAVIT FOR INDIVIDUAL BIDDER**

STATE OF CALIFORNIA,_____)**ss.**
County of _____)
(insert)

_____being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_____
(Signature Individual Bidder)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

No. 2 **AFFIDAVIT FOR CORPORATION BIDDER**

STATE OF CALIFORNIA, Stockton)**ss.**
County of San Joaquin)
(insert)

Christopher K. Henson being first duly sworn, deposes and says: That they are the representative of ES West Coast LLC a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

(Signature Corporation Bidder)

Subscribed and sworn to (or affirmed) before me on this 5th day of November 20 13
by Elaina M. Willard, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal Notary Public

Signature Elaina M Willard

ELAINA M. WILLARD
Commission # 2004466
Notary Public - California
San Joaquin County
My Comm. Expires Jan 27, 2017

No. 3 **AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP**

STATE OF CALIFORNIA,_____)**ss.**
County of _____)
(insert)

_____,
each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as _____who is the party making the foregoing bid; that the other partner, or partners, are _____that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Bidder.

_____
(Signature)

_____
(Signature)

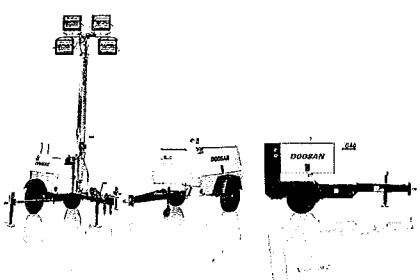
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____
by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal _____

Signature _____

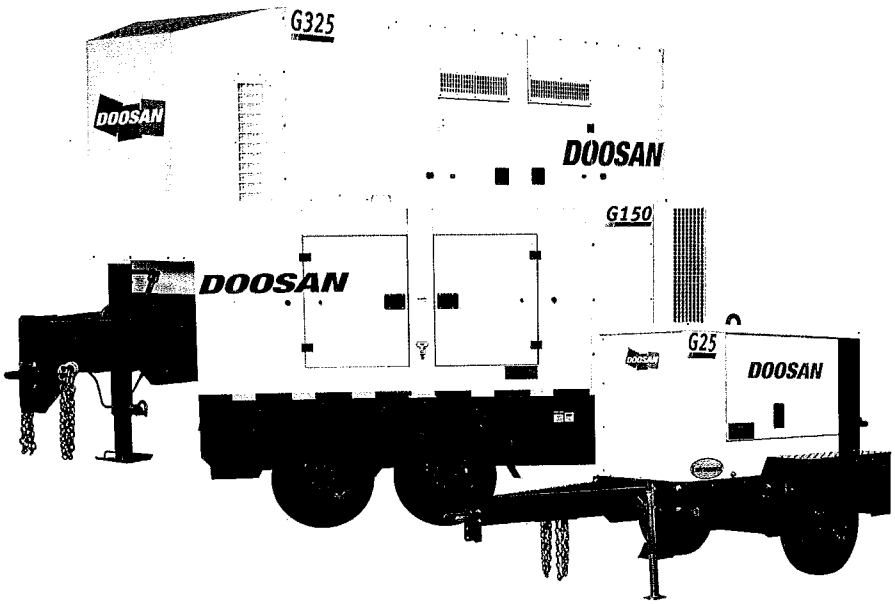
ATTACHMENT B

G25 - G570 | Mobile Generators



Portable Power

When it comes to innovation in mobile power generation, Doosan Portable Power leads the industry in providing features you can count on to meet the demands of critical applications under the harshest conditions. Our new generation of products powered by **EPA Tier 4-interim emissions compliant** engines are the quietest and most technologically advanced machines we've ever built, engineered to exceed the expectations of our customers.



Model		G25WMI-2A-T4i			G40WMI-2A-T4i			G70WCU-3A-T4i**			G85WCU-3A-T4i**			G125WCU-3A-T4i*		
Prime Power Rating																
		Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA
@ 480V-3Ø, 0.8PF, 60Hz		30	20	25	42	28	35	93	62	77	117	78	97	154	103	128
@ 240V-3Ø, 0.8PF, 60Hz		60	20	25	84	28	35	185	62	77	233	78	97	309	103	128
@ 208V-3Ø, 0.8PF, 60Hz		69	20	25	97	28	35	194	56	70	236	68	85	294	85	106
@ 240V-1Ø, 1.0PF, 60Hz	4 Wire	28	20	20	39	28	28	86	62	62	108	78	78	142	103	103
	Zig-Zag	65	15.6	15.6	89	21	21	146	35	35	175	42	42	258	62	62
@ 120V-1Ø, 1.0PF, 60Hz	4 Wire	56	20	20	78	28	28	171	62	62	216	78	78	285	103	103
	Zig-Zag	65x2	15.6	15.6	89x2	21	21	146x2	35	35	175x2	42	42	258x2	62	62
@ 400V-3Ø, 0.8PF, 50Hz								76	50	63	93	62	77	131	87	109
@ 600V-3Ø, 0.8PF, 60Hz**								77	61	76	100	83	104	123	103	128
Voltage Configuration		3-Position Switch			3-Position Switch			3-Position Switch **(w/ Quad Voltage)			3-Position Switch **(w/ Quad Voltage)			3-Position Switch **(w/ Quad Voltage)		
Frequency Capability		60Hz Only			60Hz Only			50Hz/60Hz Switchable			50Hz/60Hz Switchable			50Hz/60Hz Switchable		
Engine																
Engine Make / Model		Mitsubishi S4Q2-Y362			Mitsubishi S4S-Y362			Cummins QSB5-G7			Cummins QSB5-G8			Cummins QSB5-G 9		
Power Output @ 1800RPM - HP (kWm)		31 (23)			42 (31.3)			100 (74.6)			126.7 (94.5)			154.7 (115.4)		
Emissions Tier Level		Tier 4-Interim			Tier 4-Interim			Tier 4-Interim			Tier 4-Interim			Tier 4-Interim		
Fuel Tank Capacity - Gal (L)		36 (136)			47 (178)			189 (715)			189 (715)			189 (715)		
Runtime @ 100% Load - Hr		18.9			18.2			38.6			30.5			25.2		
Dimensions with Running Gear																
Length - in (mm)		131 (3327)			144.4 (3668)			165.8 (4212)			165.8 (4212)			165.8 (4212)		
Width - in (mm)		59.5 (1511)			67 (1702)			71.7 (1820)			71.7 (1820)			71.7 (1820)		
Height - in (mm)		67 (1702)			68 (1727)			83.2 (2114)			83.2 (2114)			83.2 (2114)		
Weight (Ready to Run) - lb (kg)		2588 (1174)			3508 (1591)			7220 (3274)			7220 (3274)			7220 (3274)		
Sound Level @ 23 ft (7m) and 100% Load - dB(A)		66			66			65			66			67		

The Coolest Super Quiet Operation from a High Performance Package

Today's applications require more than just reliable power, they demand quiet operation from packages that won't overheat. Doosan Portable Power has taken on the challenge of Tier 4 emissions regulations, redesigning our mobile line-up with ground-breaking engineering. Utilizing a **revolutionary enclosure** that creates separate compartments for the powertrain and cooling system combined with the industry's first mass production application of **radial cooling fan technology,** Doosan Portable Power now delivers the **coolest and quietest mobile generators on the market** without sacrificing performance or reliability – even at extreme temperatures. In addition, the new G70-G125 models feature a thermostatically controlled clutch driven cooling fan which provides quieter, more fuel efficient operation over a broad ambient temperature range.

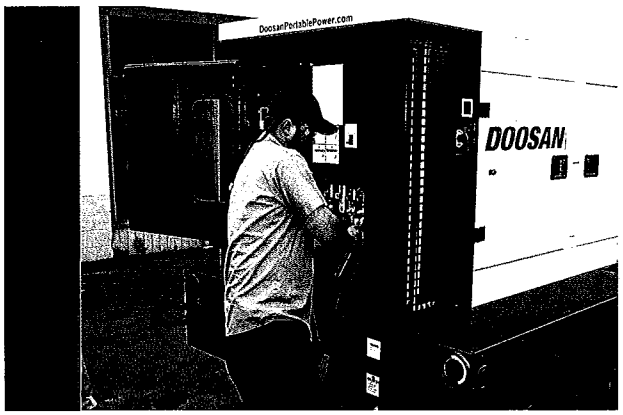
50/60Hz DUAL FREQUENCY SWITCHABLE

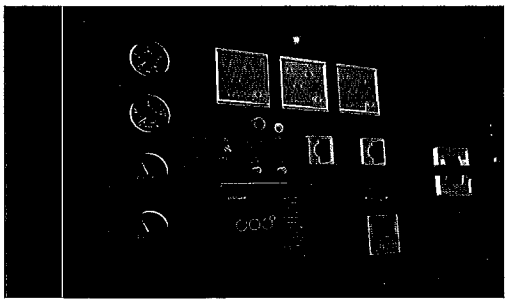
G70-G325 are equipped with dual frequency capability allowing the user to choose either 50Hz or 60Hz frequency at the flip of a switch.

G150WCU-3A-T4i			G190WCU-3A-T4i			G240WCU-3A-T4i			G325WCU-3A-T4i			G450WCU-2B-T2			G570WCU-2B-T2		
mps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA	Amps	kW	kVA
80	120	150	234	155	194	286	190	238	392	261	326	549	365	456	686	456	570
61	120	150	467	155	194	573	190	238	784	261	326	1098	365	456	1371	456	570
55	102	128	500	144	180	608	175	219	877	252	316	1259	363	454	1416	408	510
67	120	120	215	155	155	264	190	190	363	261	261	504	363	363	567	408	408
13	75	75	367	88	88	454	109	109	658	158	158						
83	102	102	400	144	144	486	175	175	700	252	252	1008	363	363	1133	408	408
13×2	75	75	367×2	88	88	454×2	109	109	658×2	158	158						
95	108	135	238	132	165	260	144	180	354	196	245						
-Position Switch			3-Position Switch			3-Position Switch			3-Position Switch			Link Board			Link Board		
0Hz/60Hz Switchable			50Hz/60Hz Switchable			50Hz/60Hz Switchable			50Hz/60Hz Switchable			60Hz Only			60Hz Only		
ummins QSB7-G7			Cummins QSB7-G7			Cummins QSB7-G6			Cummins QSL9-G8			Cummins QSX15-G9			Cummins QSX15-G9		
32 (173)			232 (173)			282 (210)			393 (293)			544 (405)			680 (507)		
ier 4-Interim			Tier 4-Interim			Tier 4-Interim			Tier 4-Interim			Tier 2			Tier 2		
68 (1394)			368 (1394)			368 (1394)			480 (1817)			574 (2173)			574 (2173)		
3			30			26			25			22.2			18.5		
16.7 (5503)			216.7 (5503)			216.7 (5503)			232.4 (6034)			260.9 (6627)			260.9 (6627)		
3.2 (2114)			83.2 (2114)			83.2 (2114)			83.0 (2109)			85.9 (2182)			85.9 (2182)		
02.9 (2615)			102.9 (2615)			102.9 (2615)			113.0 (2870)			119.8 (3043)			119.8 (3043)		
0477 (4752)			10900 (4944)			10900 (4944)			13595 (6167)			18271 (8288)			18573 (8425)		
7			68			68			71			74			76		

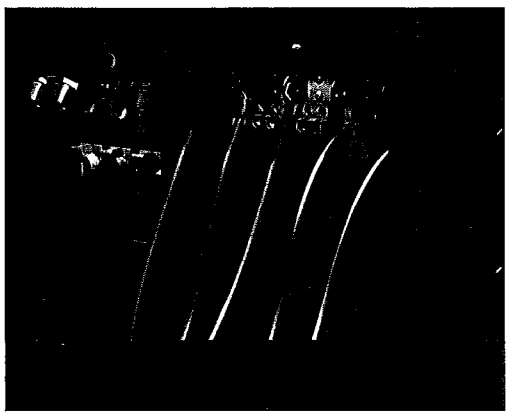
Operation and Control Made Easy

Curb-side service access makes maintaining Doosan Portable Power's generators easy and safe. Placing the battery, fuel and air filters, oil fill and fuel fill on the curb-side of the generator means that finding all of the routine service points is easier and does not expose the operator to oncoming traffic in urban applications.

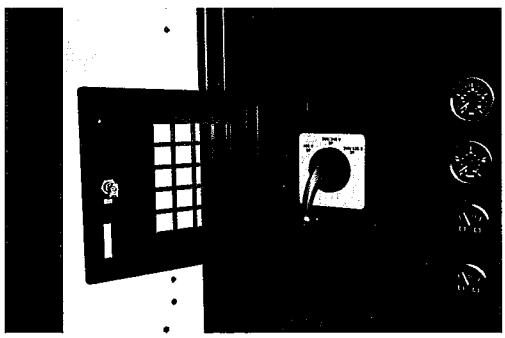




- Larger, easier to read analog meters for at-a-glance monitoring of vital engine and generator parameters, plus on-board engine diagnostics and simple control and management of the engine emission controls ensure operators are always in command.

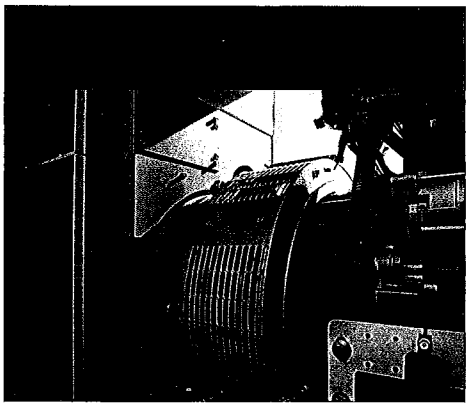


- Redesigned connection panel provides safe and easy power wiring connections with bare end or terminated cables plus an optional camlock panel expands connection options. Also included is an array of twist-lock and GFCI receptacles for simple convenient connections.



- Three position voltage selector switch is standard on all models up to the G325 and equipped with the industry's only protection scheme that prevents operators from accidentally switching voltage during operation.
- Doosan Portable Power's 600V option is now available for the new G70, G85, G125 and G150 through a unique feature known as **Quad Voltage**. Through an enhanced voltage selection design, the operator can select between 120/240V-1Ø, 208V-3Ø, 480V-3Ø or 600V-3Ø with the flip of a switch.

Strong Powertrains You Can Depend On

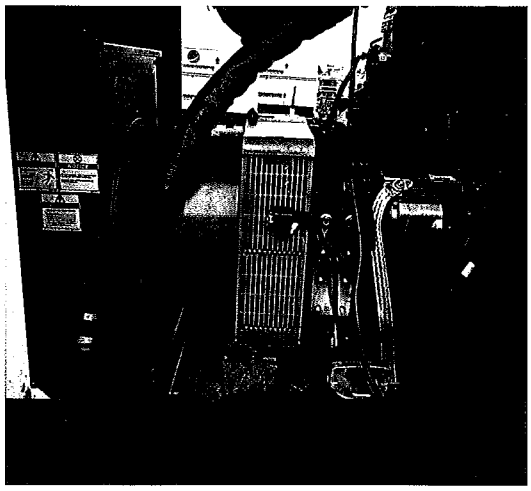


Because the best mobile generators need the best powertrains, Doosan Portable Power selected global leaders to partner with for engines and powerful alternators. Robust, **fuel efficient and emissions compliant engines** are selected to ensure maximum uptime and low cost of ownership while our alternators feature **AREP excitation** to give unmatched performance in motor starting and voltage stability; perfectly suited for powering pumps, compressors and other job site needs.

Rugged, Reliable and Environmentally Friendly

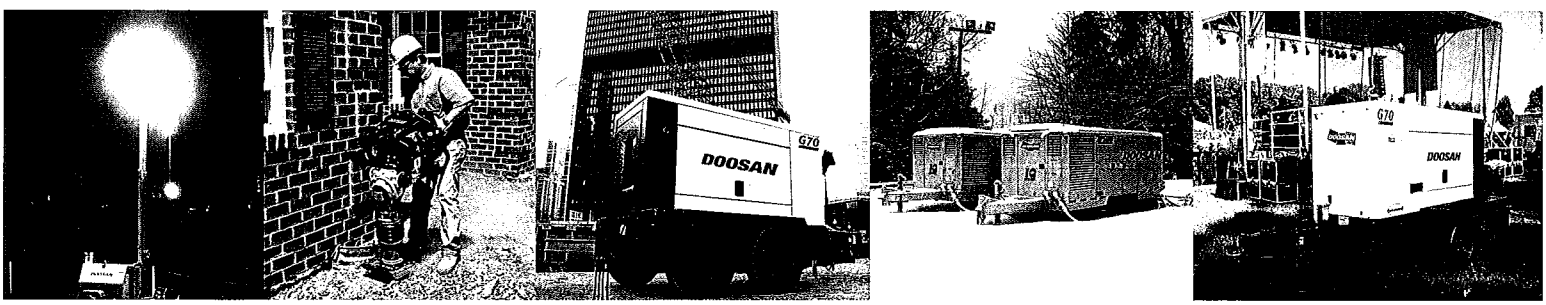
Doosan Portable Power products are designed for years of power and performance in some of the harshest conditions anywhere. Units are built on heavy-duty skidbases with an **integrated 24-hour capacity fuel cell** and feature the toughest running gear components for safe and trouble-free towing, on- or off-road. The enclosure is built from heavy-gauge steel and finished with a 13-stage powder coat process to provide the ultimate corrosion protection. Plus, Doosan brings to market the only mobile generator line that includes **environmental containment** as a standard feature on all models so you can be assured there will be no potential for spilled fuel or oil to cause job site contamination.

Because It's All About Uptime



When it is freezing outside and a sluggish generator is unacceptable, Doosan Portable Power's **Tundra Package™** keeps the machine warm and running with uncompromising performance. Our engineers identified the essential parts of the generator that must stay warm so that the generator starts quickly every time and never freezes. For reliable performance down to -40°F/°C, the Coolant Heater, Oil Pan Heater, Battery Charger and Heater Pad, and Heated Breather Hose provide the ultimate solution. Unless you want to be stuck in the cold, contact your dealer to order the Tundra Package option.

ATTACHMENT B



Experience Doosan Portable Power and our industry-leading support and service. Whatever the job, we have the solution. From our comprehensive range of air compressors, lighting systems and generators to our rugged and reliable light compaction equipment, we have a solution to fit your needs. Running a successful business takes more than powerful equipment. That's why Doosan Portable Power partners with an experienced global dealer network to stand beside you every step of the way. Doosan Portable Power — more than 100 years of providing excellence.

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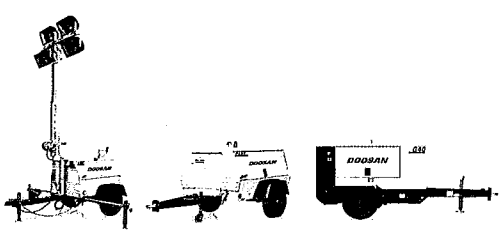
ATTACHMENT B

Moving Into | Tier 4



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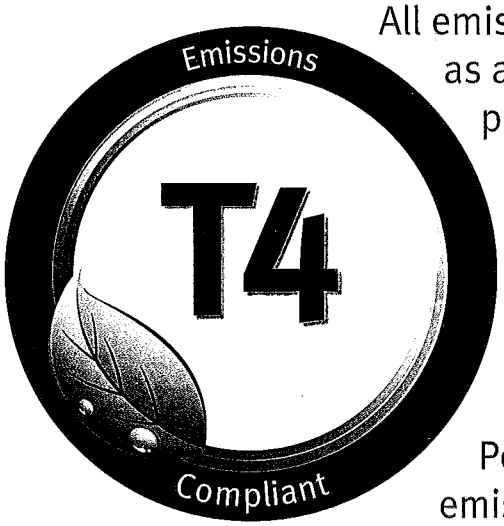
Understanding Tier 4 Emission Standards



All emission standards, including Tier 4, are administered as a part of a federal law named the Clean Air Act. The purpose of this law is to reduce air pollution because of its hazards to human health and the environment. The Clean Air Act is managed and regulated by a federal agency known as the Environmental Protection Agency (EPA).

better understand where the industry is headed, Doosan Portable Power encourages you to learn more about Tier 4 emission reductions – and the technology that makes it a reality.

T4i & Tier 4 Technologies

High-Pressure Common Rail Fuel System (HPCR)

The fuel injection system is a major area of focus for advancement towards clean operating diesel engines. HPCR is an advanced fuel injection design that better regulates fuel pressure and injection timing.

Fuel Pressure

- The pump applies high pressure to fuel (22,000 – 34,000 psi)
- The common rail stores pressurized fuel
- The injectors deliver fuel to the engine

Injection Timing

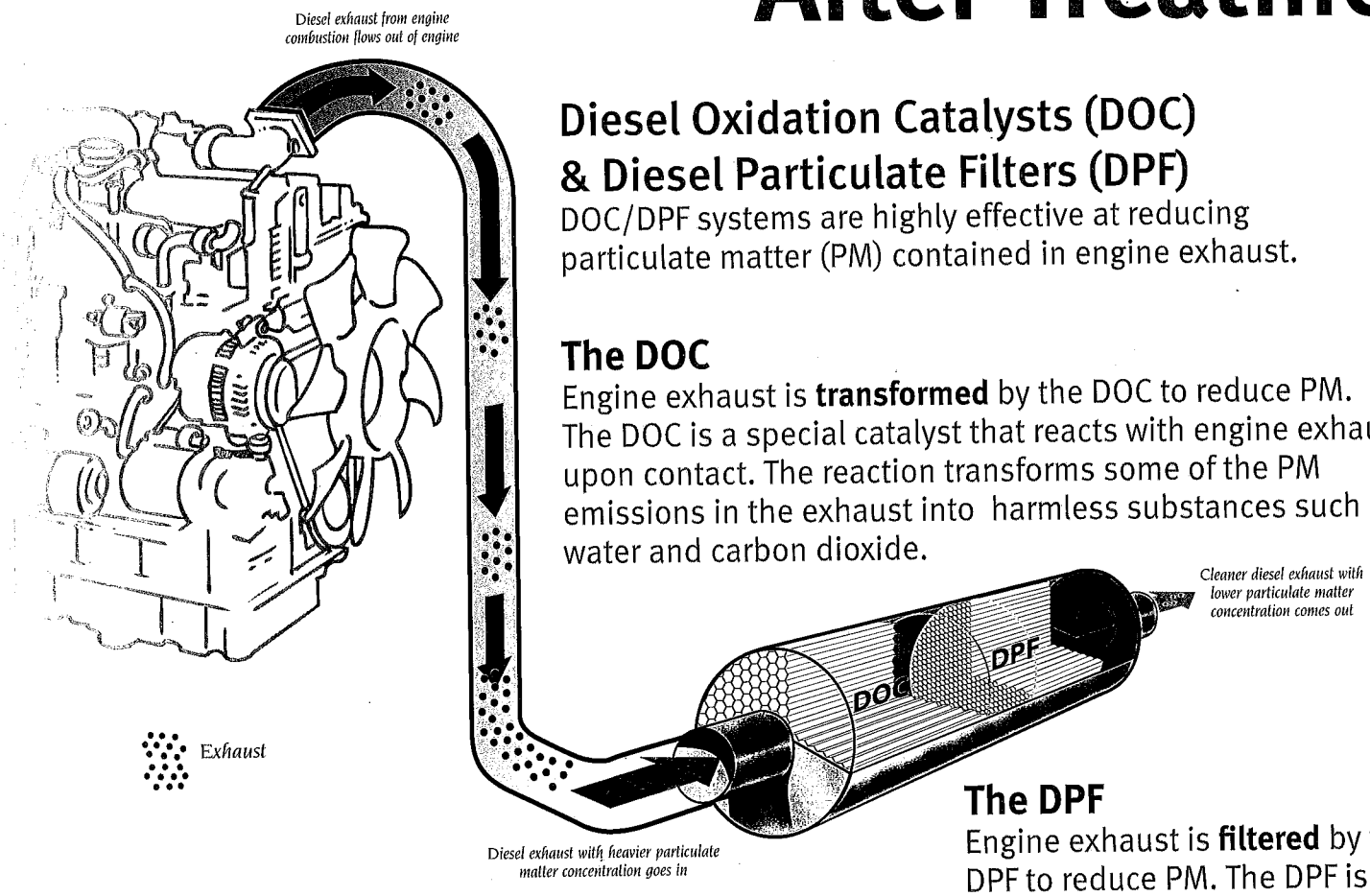
The electronic control unit (ECU) precisely controls injectors to allow multiple fuel injections during each combustion cycle.

HPCR Benefits

High pressure transforms fuel into extremely fine mist as it leaves the injectors. Fuel mist combusts (burns) more thoroughly.

ATTACHMENT B

Tier 4 and Tier 4i After Treatment



Diesel Oxidation Catalysts (DOC) & Diesel Particulate Filters (DPF)

DOC/DPF systems are highly effective at reducing particulate matter (PM) contained in engine exhaust.

The DOC

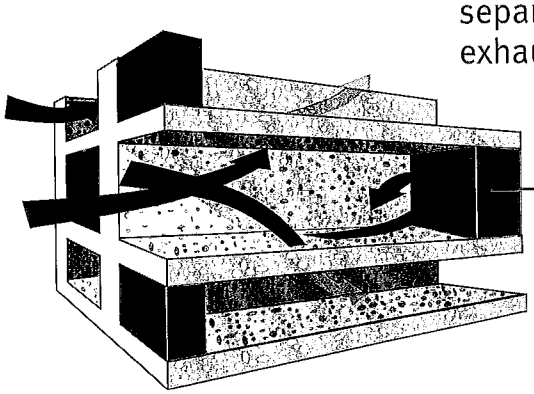
Engine exhaust is **transformed** by the DOC to reduce PM. The DOC is a special catalyst that reacts with engine exhaust upon contact. The reaction transforms some of the PM emissions in the exhaust into harmless substances such as water and carbon dioxide.

The DPF

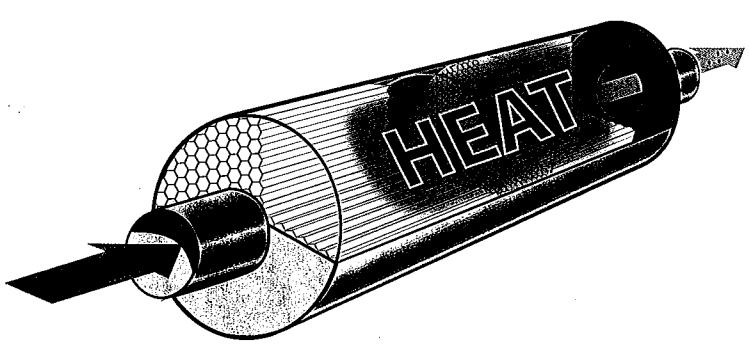
Engine exhaust is **filtered** by the DPF to reduce PM. The DPF is a special "ceramic wall flow" filtration system that further separates PM from the engine exhaust.

Wall Flow Filter

Dirty exhaust (brown arrows) passes through filter walls. PM is left behind and cleaner exhaust (blue arrows) exits.



Barriers exist to ensure exhaust passes through filter walls.



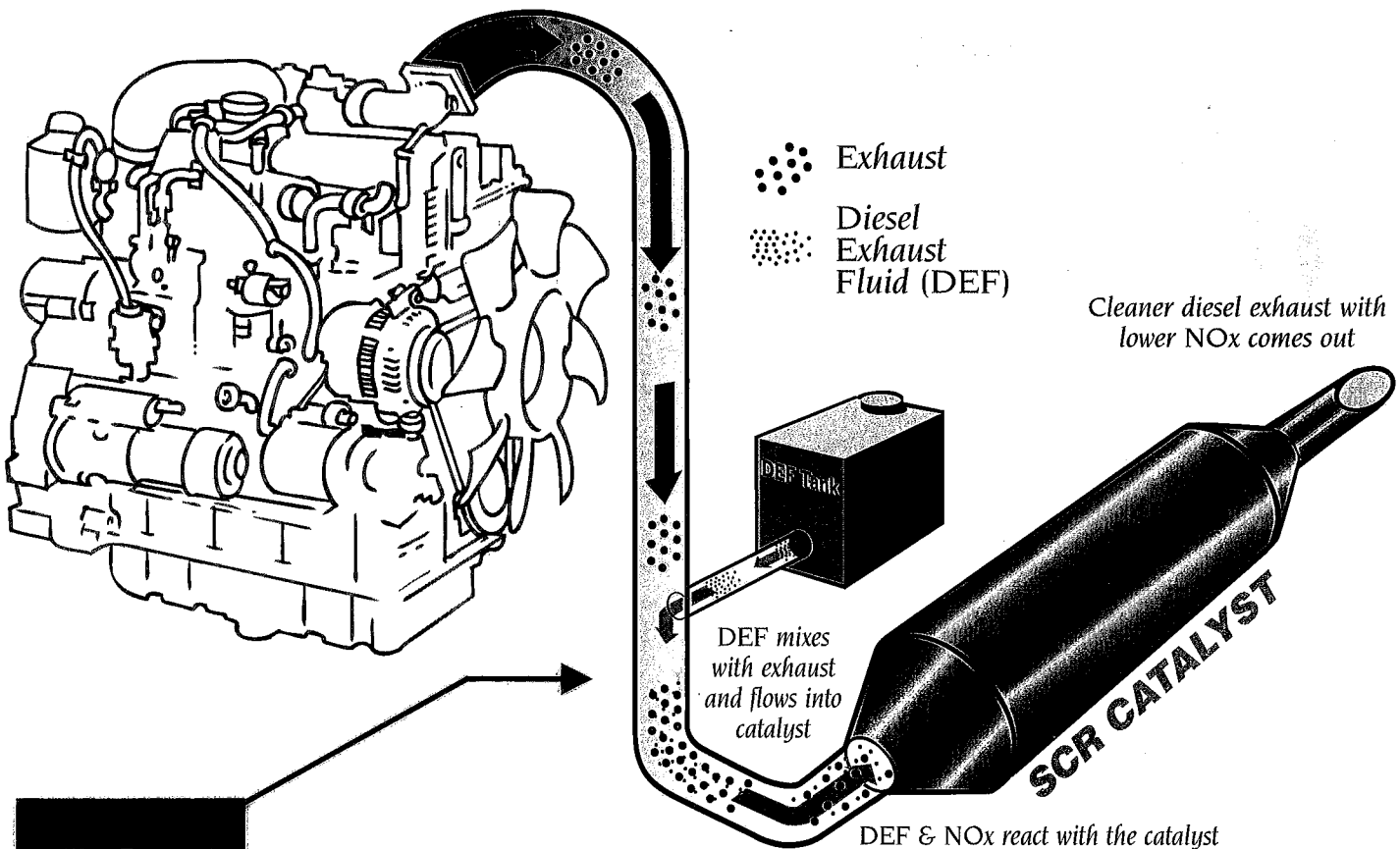
DPF Regeneration

To keep the DPF clean and working efficiently, the high temperature of the exhaust itself is used to burn accumulated PM off of the DPF. This DPF cleaning process is called "regeneration."

Technologies

Selective Catalyst Reduction (SCR)

Engine exhaust is **transformed** by SCR to reduce nitrogen oxides (NOx). SCR uses an ammonia and water-based liquid called Diesel Exhaust Fluid (DEF). Combining exhaust with DEF causes it to react with a SCR catalyst. This reaction turns harmful NOx into harmless nitrogen and water vapor.

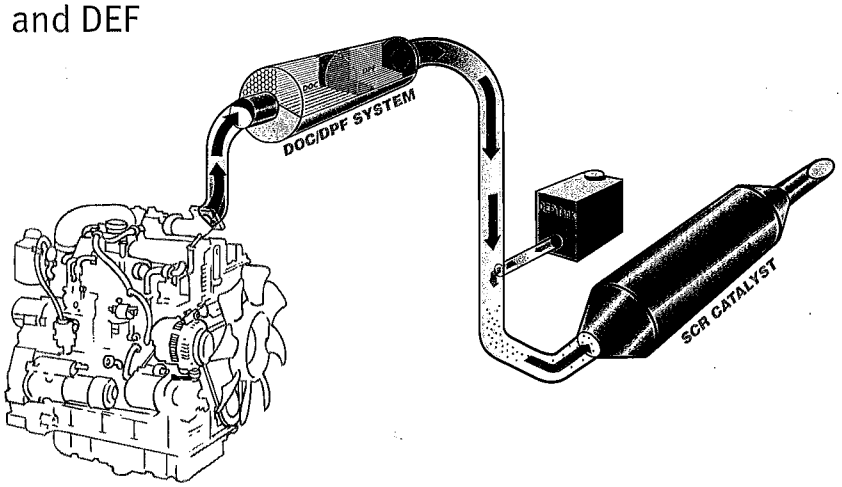


ECU

HPCR is critical to after-treatment systems. The ECU controls and monitors regeneration and DEF mixture.

Teaming up for Tier 4

In many situations, DOC/DPF or SCR systems are enough to reach Interim Tier 4 requirements. To meet more stringent Tier 4 regulations, many machines will utilize DOC/DPF and SCR together.

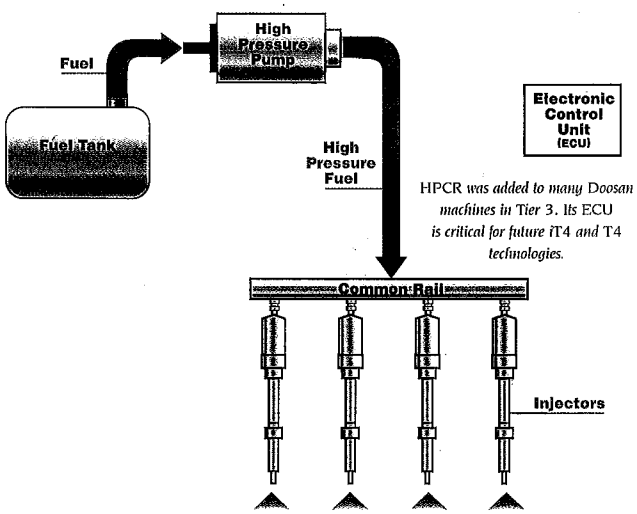


Lower Operating Costs
When fuel combusts more thoroughly, less fuel is needed to run the engine. The result is improved fuel economy.

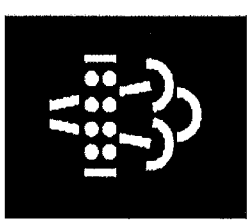
Cleaner Exhaust
More thorough combustion leaves less leftover fuel in the exhaust. The result is cleaner exhaust. When fuel is injected multiple times during each combustion cycle, the combustion lasts longer to create more energy and lower peak engine cylinder pressure.

Better Performance
Creating more energy during combustion results in more torque output from the engine.

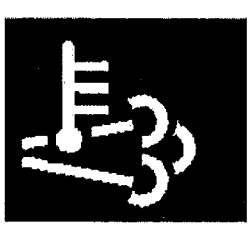
More Operator Comfort
Lower peak engine cylinder pressure reduces engine noise levels.



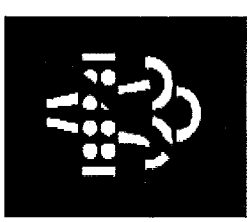
New Indicator Lamps and Switches with Tier 4 Technologies
With the change to Tier 4, there are new indicator lamps and switches installed on the instrument panel. Consult the Owners Manual in your equipment for specific lamp and switch information



Diesel Particulate Filter Lamp
Indicates the DPF is approaching the need for regeneration



High Exhaust Systems Temperature (HEST) Lamp
Illuminates to indicate that high exhaust temperature may exist due to active regeneration



Regeneration Inhibit Lamp
Indicates the Regeneration Inhibit switch is engaged and prevents active regeneration from occurring

ATTACHMENT B

Health and Environment Benefits for All Tiers

Tier 4 is more than just emissions. It's about changing the world for the better and Doosan Portable Power is diligently working to do our part.

- Tier 4 standards reduce emissions from a typical non-road diesel engine by up to two-thirds
- Respiratory problems and disease caused by ozone and PM will decline - as will acid rain, crop damage and smog
- By 2030, the EPA estimates that 12,000 deaths, 8,900 hospitalizations and one million lost work days will be prevented annually

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12.7 14-0246 ADDENDUM TO AGREEMENT WITH HINDERLITER deLAMAS ASSOCIATES (HdL) FOR AUDIT AND INFORMATION SERVICES RELATING TO THE 3/4-CENT GENERAL TRANSACTION AND USE TAX (MEASURE A) AND DESIGNATION OF CITY REPRESENTATIVES TO EXAMINETAX RECORDS MAINTAINED BY THE STATE BOARD OF EQUALIZATION

RECOMMENDATION

It is recommended that Council adopt a resolution authorizing the City Manager to execute an addendum to the already existing agreement with Hinderliter, deLamas and Associates (HdL), in the amount of $1,200, for tax audit and information services related to the ¾-cent general transactions and use tax (Measure A) approved by the voters on November 5, 2013. As additional compensation for the transaction tax information services provided pursuant to this agreement, HdL will also receive a contingent fee of 25 percent (25%) of any additional transaction and use tax revenue recovered for the City as a result of HdL's Measure A audit and follow-up activities.

It is also recommended that Council adopt a resolution appointing the City Manager, or his designee, to represent the City with authority to examine transactions and use tax records, and further designating HdL as the City's consultant representative with authority to examine transactions and use tax records, receive allocation and/or registration information, and identify uses of that data for specific governmental functions of the City.

Department: Administrative Services

City of Stockton

Legislation Details (With Text)

File #:	14-0246 Version: 1		
Type:	Consent	Status:	Agenda Ready
File created:	2/19/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	

Title: ADDENDUM TO AGREEMENT WITH HINDERLITER deLAMAS ASSOCIATES (HdL) FOR AUDIT AND INFORMATION SERVICES RELATING TO THE 3/4-CENT GENERAL TRANSACTION AND USE TAX (MEASURE A) AND DESIGNATION OF CITY REPRESENTATIVES TO EXAMINETAX RECORDS MAINTAINED BY THE STATE BOARD OF EQUALIZATION

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It is also recommended that Council adopt a resolution appointing the City Manager, or his designee, to represent the City with authority to examine transactions and use tax records, and further designating HdL as the City's consultant representative with authority to examine transactions and use tax records, receive allocation and/or registration information, and identify uses of that data for specific governmental functions of the City.

Sponsors:

Indexes:

Code sections:

Attachments: Attachment A - HdL Agreement
Proposed Resolution - HDL Agreement

Date	Ver.	Action By	Action	Result

ADDENDUM TO AGREEMENT WITH HINDERLITER deLAMAS ASSOCIATES (HdL) FOR AUDIT AND INFORMATION SERVICES RELATING TO THE 3/4-CENT GENERAL TRANSACTION AND USE TAX (MEASURE A) AND DESIGNATION OF CITY REPRESENTATIVES TO EXAMINETAX RECORDS MAINTAINED BY THE STATE BOARD OF EQUALIZATION

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the City as a result of HdL's Measure A audit and follow-up activities.

It is also recommended that Council adopt a resolution appointing the City Manager, or his designee, to represent the City with authority to examine transactions and use tax records, and further designating HdL as the City's consultant representative with authority to examine transactions and use tax records, receive allocation and/or registration information, and identify uses of that data for specific governmental functions of the City.

Summary

On November 5, 2013, the voters of the City of Stockton approved Measure A, which adopted Ordinance No. 2013-07-09-1601 amending the Stockton Municipal Code and providing for a local general transactions and use tax. Contracting with HdL for audit and information services for Measure A revenues will improve collection of revenues and revenue estimates. Under this addendum to the agreement already in place, HdL will conduct ongoing reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the City. HdL will further provide quarterly reports on Measure A revenues and work with City staff on preparation of revenue projections.

Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information. The State Board of Equalization requires an original, signed copy of a resolution passed, approved and adopted by the City Council of the City of Stockton giving authorization for HdL to access confidential data, along with an accompanying signed agreement listing all functions the consultant will be performing. In addition to designating HdL as the consultant representative, the proposed resolution authorizes the City Manager, and other officers or employees of the City of Stockton designated by the City Manager, in writing, to access the State Board of Equalization confidential tax records, to receive allocation and/or registration information, and to identify uses of the data for specific governmental functions of the City.

DISCUSSION

Background

On August 21, 2007, the City Council passed, approved and adopted a resolution approving an agreement between HdL and the City of Stockton for the outsourcing of sales/use and property tax revenue audit and consulting services. The contract included audit services for both general sales tax receipts and district tax revenues (Measure W). The contract, which commenced on September 1, 2007, was for a term of five years with five optional one year renewals. Upon completion of the initial five year term, the City exercised two of its optional one year renewals and is currently under contract through September 1, 2014.

On November 5, 2013, the voters of the City of Stockton approved Measure A, which adopted Ordinance No. 2013-07-09-1601 amending the Stockton Municipal Code and provided for a local general transactions and use tax. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information. In 2007, in conjunction with its agreement with HdL to perform tax revenue and audit services, the City adopted resolution 07 -0354 authorizing the City Manager and HdL access to Board of Equalization tax records. That authorization does not extend to the new transaction and use tax, a separate district tax, under Ordinance No. 2013-07-09-1601.

Present Situation

The assessment and collection of Measure A transaction and use tax will begin on April 1, 2014. Contracting with a professional firm to provide transactions tax audit and information services will improve collection of the new tax revenues. The City of Stockton currently contracts with HdL for sales tax and property tax reporting and auditing services. In addition, HdL assists the City in developing sales tax budget estimates. The existing contract with HdL does not include services for the newly adopted Measure A revenues. As HdL is already providing the same type of service for the City's sales tax and district tax revenues, they are uniquely qualified to provide these services to the City for the Measure A transaction and use tax.

The proposed resolution would enable HdL to examine confidential records for the Measure A transaction and use tax approved by voters on November 5, 2013, and provide additional services relating to Measure A transaction and use tax, including: 1) conducting on-going reviews to identify and correct unreported transactions and use tax payments and distribution errors thereby generating previously unrealized revenue for the City; 2) verifying whether current tax receipts accurately reflect the local sales activity; 3) preparing and submitting to the State Board of Equalization corrections of allocation errors and deficiencies, ensuring all back payments due the City are recovered; 4) establishing a database containing applicable Board of Equalization registration data for each business within the City to identify the quarterly transactions and use tax allocations; 5) providing quarterly reports to the City identifying changes in allocation totals and anomalies; 6) advising City staff on maximizing revenues and assisting with revenue projections; and 7) providing proprietary software for City staff to review and manage registration and quarterly allocation information for businesses operating or conducting sales within the City and registered with the Board of Equalization. The proposed agreement and resolution include compensation to HdL in the amount of $1,200 for providing these services. In addition, HdL will receive a contingent fee of 25 percent of additional transaction tax revenue that is recovered and received by the City as a result of their audit and follow-up activities. Following Council approval, the City will execute the addendum with HdL (Attachment A).

By previous Council resolution, HdL and the City Manager, or his designee, are the only individuals authorized to examine the current sales tax revenues collected by the Board of Equalization. The State Board of Equalization requires that another resolution be adopted, separate from the existing resolution, authorizing HdL and the City Manager, or his designee, to access Measure A tax records.

FINANCIAL SUMMARY

The cost of the Measure A sales and use transaction tax audit services provided is $1,200 per year paid from General Fund Tax Collection and Election account 010-0131-510. In addition to compensation for the transaction tax information services provided, HdL will receive a contingent fee of 25 percent (25%) of recovered transaction tax revenue received by the City as a result of their audit and follow-up activities. The contingent fee of 25% of recovered sales and use tax revenue is also budgeted in the General Fund (Non-Departmental). This fee will not begin until collections and recovery efforts start in FY 2014-15. Estimates of the contingent fee will be included in the proposed annual budget. The Measures A and B Implementation Plan - Phase I, as authorized by Council on February 25, 2014, included budget appropriation in FY 2013-14 that will be sufficient to cover the cost of this contract.

Attachment A - HdL Addendum Agreement

AMENDMENT FOR PROFESSIONAL SERVICES AGREEMENT

WHEREAS the CITY OF STOCKTON ("CITY") and HINDERLITER, DE LLAMAS AND ASSOCIATES ("CONTRACTOR") wish to amend the AGREEMENT dated September 1, 2007, to add services relating to the Transactions and Use Tax (Measure A) effective April, 2014:

NOW THEREFORE, CITY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

This Amendment to the Agreement for Professional Services entered into March _____, 2014, between "CONTRACTOR ", and "CITY", adds the following language to the existing Agreement.

Section 4 – **Compensation** CONTRACTOR shall be paid $100 monthly, billed quarterly, for the Measure A transaction district tax reports that we include with the quarterly sales tax analyses. CONTRACTOR shall be paid 25% of all new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONTRACTOR (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONTRACTOR to be increment attributable to causes other than CONTRACTOR'S work pursuant to this agreement. In the event that CONTRACTOR is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONTRACTOR'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONTRACTOR and confirmation of

corrections by the State Board of Equalization. CONTRACTOR shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

CONTRACTOR shall obtain prior approval from CITY for each specific business where payment of the percentage fee will be expected. Said approval shall be deemed given when the Executive Director or his/her designated representative, signs a Work Authorization form, a copy of which is attached as "Exhibit A." CITY shall pay audit fees upon CONTRACTOR'S submittal of evidence of State fund transfers and payments to CITY from businesses identified in the audit and approved by the CITY.

The above described Compensation shall constitute full payment and reimbursement to CONTRACTOR for all direct and indirect expenses incurred by CONTRACTOR in performing audits, including the salaries of CONTRACTOR'S employees, and travel expenses connected with contacting local and out-of-state businesses and the Board of Equalization Staff.

Extra work beyond the Scope of Services set forth in this agreement by CONTRACTOR or reimbursed by CITY shall not be performed unless such extra work is specifically authorized, in writing, by the Executive Director or his/her designated representative. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the CITY and CONTRACTOR at the time the CITY's written authorization is given to CONTRACTOR for the performance of said services.

1. Accept as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.

2. A copy of the Amendment shall be attached to the original Agreement dated September 1, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY:

CITY OF STOCKTON

City Manager

City Clerk

CONTRACTOR:

HINDERLITER, DE LLAMAS & ASSOCIATES
A California Corporation

APPROVED AS TO FORM:

City Attorney

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AUTHORIZING EXAMINATION OF TRANSACTIONS AND USE TAX RECORDS

Pursuant to Ordinance No. 2013-07-09-1601, the City of Stockton (City) entered into a contract with the State Board of Equalization (Board) to perform all functions incident to the administration and collection of local transactions and use taxes; and

The City Council of the City deems it necessary for authorized representatives of the City to examine confidential transactions and use tax records of the Board pertaining to transactions and use taxes collected by the Board for the City pursuant to that contract; and

Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from, the transactions and use tax records of the Board; and

Section 7056 of the California Revenue and Taxation Code requires that any person designated by the City shall have an existing contract to examine the City's sales and use tax records; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON AS FOLLOWS:

Section 1. The City Manager or other officer(s) or employee(s) of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the City by the Board pursuant to the contract between the City and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of City transactions and use taxes by the Board pursuant to the contract.

Section 2. The City's existing contract with Hinderliter, de Llamas and Associates (HdL) is hereby amended to add thereto the examination of the transactions and use tax records of the City pertaining to transactions and use taxes collected for the City by the Board. The fee for transactions tax-related audit and recovery work will be $100 monthly (billed quarterly) plus 25% of all new transactions tax or related use tax recovered for those specific quarters identified as being missing and/or deficient.

Section 3. HdL is hereby designated to examine the transactions and use tax records of the City pertaining to transactions and use taxes collected for the City by the Board. The entity designated by this section meets all of the following conditions:

(a) Has an existing contract with the City to examine those transactions and use tax records;

(b) Is required by that contract to disclose information contained in, or derived from, those transactions and use tax records only to the officer(s) or employee(s) authorized under Section 1 of this resolution to examine the information;

(c) Is prohibited by that contract from performing consulting services for a retailer during the term of that contract; and

(d) Is prohibited by that contract from retaining the information contained in, or derived from, those transactions and use tax records, after that contract has expired.

The information obtained by examination of Board records shall be used only for purposes related to the collection of City transactions and use taxes by the Board pursuant to the contract between the City and the Board.

Section 4. The City Clerk of the City is hereby directed to certify adoption of this Resolution and to send a copy to:

State Board of Equalization
Local Tax Section MIC:27
P O Box 942879
Sacramento, CA 94279-0001

PASSED AND ADOPTED by the City of Stockton on March 4, 2014.

_____
City of Stockton

ATTEST: _____
City Clerk

I _____, City Clerk of the City of Stockton, California, DO HEREBY CERTIFY that the foregoing resolution was duly introduced, approved and adopted by the City Council of the City of Stockton at a regular meeting of the City Council held on the March 4, 2014, by the following vote:

AYES:

NOES:

ABSENT:

_____
City Clerk

15.1 14-0258 APPOINTMENT TO THE STOCKTON PORT COMMISSION

RECOMMENDATION

Adopt a resolution to appoint one Commissioner to fill the vacancy on the Stockton Port Commission for a term commencing immediately upon appointment and ending December 31, 2017.

Department: City Clerk

City of Stockton

Legislation Details (With Text)

File #:	14-0258 Version: 1		
Type:	New Business	Status:	Agenda Ready
File created:	2/20/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	APPOINTMENT TO THE STOCKTON PORT COMMISSION RECOMMENDATION Adopt a resolution to appoint one Commissioner to fill the vacancy on the Stockton Port Commission for a term commencing immediately upon appointment and ending December 31, 2017.		
Sponsors:	City Clerk		
Indexes:			
Code sections:			
Attachments:	ATTACHMENT A - Press Release and Vacancy Notice ATTACHMENT B - Sylvester Aguilar Application (Redacted) ATTACHMENT C - Gene Bigler Application (Redacted) ATTACHMENT D - Carl Eck Application (Redacted) ATTACHMENT E - Richard Rogers Application (Redacted) ATTACHMENT F - Sam Toccoli Application (Redacted) ATTACHMENT G - Ralph White Application (Redacted) ATTACHMENT H - Dwight Williams Application (Redacted) ATTACHMENT I - Gene Bigler additional information Proposed Resolution - Stockton Port Commission Appointment		

Date	Ver.	Action By	Action	Result

APPOINTMENT TO THE STOCKTON PORT COMMISSION

RECOMMENDATION

Adopt a resolution to appoint one Commissioner to fill the vacancy on the Stockton Port Commission for a term commencing immediately upon appointment and ending December 31, 2017.

Summary

On January 20, 2014, one member's term on the Stockton Port Commission expired creating the vacancy to be filled this evening, in accordance with Council Policy 100-2, City Council and Mayoral Appointments to Boards, Commissions, and Committees. Step 1 of the process requires the City Clerk to conduct the applicant interviews, which were scheduled on February 12, 2014 and February 18, 2014. Sixteen applications were received and seven individuals were interviewed. The interviews were streamed and broadcast on the City's website so that they could be viewed live or through the archive by the members of the City Council before tonight's meeting. Step 2 which is the City

Council appointment process, is scheduled for this evening.

DISCUSSION

Background

The function of the Stockton Port Commission is to exercise general supervision over the Port of Stockton by adopting general rules and regulations which, in its judgment, will best promote the interests of the Port as established under State law.

The four-year term of Sam Toccoli expired on January 20, 2014, which created the vacancy we are seeking to fill this evening. The term for the newly appointed Commissioner will begin immediately upon appointment and end on December 31, 2017.

With a term expiration of December 31, 2017, the term for this evening's appointment will be slightly less than the four-year term. This term adjustment is necessary to align the Commissioner's term to coincide with the twice per year recruitment process outlined in Council Policy 100-2.

The Office of the City Clerk initiated the recruitment to fill the vacancy, which opened on January 1, 2014 and ended on January 31, 2014. The vacancy announcement was posted on the City's Boards and Commissions web page and hard copies of the notices were posted on the City's public posting boards. A request to publish a public service announcement was sent to the Record and local Chambers of Commerce, public organizations, City Council members, and other City staff were notified of the vacancy announcement via email.

Council Policy 100-2 requires that there be one more applicant than there are vacancies to be filled. By the close of the recruitment period, 16 applications were received to fill the one vacant position.

Pursuant to Council Policy 100-2, City Council and Mayoral Appointments to Boards, Commissions, and Committees, the following two-step interview and appointment process is used to fill current vacancies on boards and commissions:

1. The City Clerk conducts the initial applicant interviews, which are video streamed live so that the Council can view the live stream or from the archive; and,

2. The Council makes the appointment at a regularly scheduled Council meeting.

The City Clerk's Office scheduled interviews on February 12, 2014 and February 18, 2014 using a list of prepared questions approved by the Port of Stockton and City Manager's Office. Of the 16 applicants, seven responded to the invitation to interview on February 12, 2014. A subsequent interview was scheduled on February 18, 2014 to accommodate four applicants that were unable to attend the first interview due to extenuating circumstances. Of those four, two applicants called to withdraw and the remaining two did not respond for the 9:00am interview. The following seven applicants appeared and were interviewed:

1. Sylvester Aguilar
2. Gene Bigler
3. Carl Eck
4. Richard Rogers

5. Sam Toccoli
6. Ralph White
7. Dwight Williams

The applicants were notified of tonight's meeting; however, their attendance is not mandatory unless any Councilmember had additional questions of an applicant. If additional questions are asked of the applicants, the City Attorney has confirmed that the same question or questions do not need to be posed to all applicants.

Present Situation

Tonight the City Council will proceed with the following method for appointment pursuant to Council Policy 100-2:

A. From the list so provided to the Council, each Councilmember, including the Mayor, will rank the applicants for each Commissioner such that the number of applicants that each Councilmember ranks will be one number greater than the number of vacancies and/or the number of Commission members whose terms will be expiring. (This will likely avoid tie votes.) For example, if there is only one vacancy or only one term expiring, the Councilmember's first choice for appointment will be ranked with the number "2" and the Councilmember's second choice with the number "1." If because of a vacancy and/or because of an expiring term, there is more than one appointment to a Commission, the Councilmember will assign to the Councilmember's first choice the higher(est) number and lesser number(s) to the Councilmember's other choice(s). For example, if there were one vacancy and one term expiring, each Councilmember would rank three applicants, assigning the number "3" to the Councilmember's first choice, the number "2" to the Councilmember's second choice and the number "1" to the third choice.

B. After the Council has ranked the applicants, the City Clerk will tally the rankings and the applicant (s) receiving the highest number(s) would, subject to Council ratification, be appointed. If there is a tie, then the process described in A above will be repeated only as to the applicants who are tied.

The City Clerk will present the resolution upon appointment of the individual selected for their term to commence immediately, and ending on December 31, 2017.

FINANCIAL SUMMARY

There is no financial impact to the City as a result of this appointment.

ATTACHMENT A - Press Release and Vacancy Notice
ATTACHMENT B - Sylvester Aguilar application (redacted)
ATTACHMENT C - Gene Bigler application (redacted)
ATTACHMENT D - Carl Eck application (redacted)
ATTACHMENT E - Richard Rogers application (redacted)
ATTACHMENT F - Sam Toccoli application (redacted)
ATTACHMENT G - Ralph White application (redacted)
ATTACHMENT H - Dwight Williams application (redacted)
ATTACHMENT I - Gene Bigler - additional information

CITY OF STOCKTON

NEWS RELEASE

FOR IMMEDIATE RELEASE:
Thursday, January 2, 2014

Contact: **Connie Cochran**
Public Information Officer
(209) 937-8827
connie.cochran@stocktongov.com

City of Stockton Accepting Applications for Boards & Commissions

Central Parking District, Measure A Citizens' Oversight & Port Commission Vacancies

(Stockton, CA) - The City of Stockton is currently accepting applications for the following Boards and Commissions: Central Parking District Advisory Board, Stockton Measure A Citizens' Oversight Committee and Stockton Port Commission. Applications are available online or from the Office of the City Clerk. Completed applications must be received by the Clerk no later than Friday, January 31, 2014, at 5:00 p.m. Applications received after the deadline will be considered for future recruitments. Applications are valid for one year.

Central Parking District Advisory Board

Applications are being accepted for four (4) positions on the seven (7) member Central Parking District Advisory Board, due to term expirations. This Board serves as an advisory body to the City Council, making recommendations on rules, rates, regulations and development plans of the Central Parking District. Members must own real property or be an executive officer of a corporation that owns real property within the District.

Meetings are the fourth Wednesday of every even month at 1:30 pm in the Central Parking District Office, 123 N. San Joaquin Street. These terms will commence upon appointment and expire June 30, 2018. The full term of office is four (4) years with a

-more-more-more-

limit of two (2) terms. This is a volunteer position; members receive no remuneration.

Stockton Measure A Citizens' Oversight Committee

Applications are currently being accepted for all seven (7) positions on the Measure A Citizens' Oversight Committee. The Mayor and Councilmembers will each nominate one member to the Committee with nominations approved by a majority vote of the full City Council. The Committee will perform the duties set forth in the City of Stockton Transaction and Use Tax Ordinance. The tax was approved by voters in a Special Election on November 5, 2013. Committee duties will include: reviewing and informing the public concerning expenditures of the tax proceeds; presenting an annual written report to the City Council and reporting on progress of implementing the Marshall Plan on Crime and hiring of 120 additional police officers; preparing and presenting a budget recommendation to the City Council each year; and reviewing supporting evidence and findings for the sunset or extension of the sunset of the tax.

Meeting dates and times are to be determined. Committee meetings will be held at City Hall, 425 N. El Dorado Street. Terms of service will be concurrent with the appointing Council Member and limited to two (2) terms. Applicants must be at least 18 years of age and not hold an office incompatible with service on the Committee. The Committee may not include any employee or official of the City or any vendor, contractor or consultant of the City. This is a volunteer position; members receive no remuneration.

-more-more-more-

Port Commission

The City of Stockton is currently accepting applications for one (1) position on the Port Commission to fill a vacancy for an expiring term. The Stockton City Council appoints four (4) members to the seven (7) member Stockton Port Commission. The remaining three (3) members are appointed by the San Joaquin County Board of Supervisors. The Port Commission exercises general supervision over the Port of Stockton by adopting general rules and regulations that best promote the interests of the Port, as established under State law.

Meetings are held the first and third Monday of each month at 3:30 p.m. at the Port District Office, 2201 W. Washington Street, Stockton. The term of office is four (4) years. Members must have resided in the Port District for at least one year prior to appointment. This is a volunteer position; members receive no remuneration.

All applicants for available positions must complete an application. Applications are available online at www.stocktongov.com/bcvacancies, or by contacting the Office of the City Clerk at (209) 937-8459, City Hall, 1st floor, 425 N. El Dorado Street. For additional information about each Board or Commission, please visit www.stocktongov.com/government/boardCom/default.html.

City offices are open Monday through Thursday, 7:30 a.m. to 5:30 p.m., and every other Friday, 8:00 a.m. to 5:00 p.m. City offices are closed every other Friday and on observed holidays. For the months of January, City offices will be closed January 10th, 20th and 24th.

City of Stockton

Boards and Commissions Vacancies

The City of Stockton seeks civic-minded individuals interested in serving their community. Service to the community is a rewarding experience that will broaden your knowledge of local government and provide an opportunity for personal and professional development.

Vacancies exist on the following boards and commissions:

No. of Seats	Board Name	Term Length	Appointing Authority
4	**CENTRAL PARKING DISTRICT** (4 vacancies for terms expired/resignations)	4 years	Central Parking District Board
7	**MEASURE A OVERSIGHT COMMITTEE** (7 vacancies – terms concurrent with the term of the appointing Council Member.)	varies	City Council
1	**PORT COMMISSION** (1 vacancy for term expiring 1/20/2014)	4 years	City Council

For commission qualifications, residency requirements, meeting date/time/location, and contact information, please visit the City's webpage at www.stocktongov.com/government/boardcom .

Applications are available at the Office of the City Clerk, 425 N. El Dorado Street, 1st Floor, Stockton; or, can be downloaded from www.stocktongov.com/bcvacancies .

Only applications submitted by Friday, January 31, 2014 at 5:00 p.m. will be considered for this recruitment. Applications received after the deadline will be considered for future recruitments. Applications are valid for one year.

Date posted: January 2, 2014

CITY OF STOCKTON

ATTACHMENT B

RECEIVED
JAN 29 2014
CITY CLERK
CITY OF STOCKTON

Stockton
All-America City
2004
1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided. 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Port Commision

Complete Supplemental Questionnaire, if applicable

Applicant Name: Aguilar (Last) Sylvester (First) Christopher (Middle)

[redacted]

Employer Name Bank of the west

Employer Address 540 N El Dorado

Stockton, CA. 95202

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
C:\Documents and Settings\bhunter.CITYOFSTOCKTON\My Documents\125665-1.doc

City of Stockton
APPLICATION CONTINUED
Page 2 of 5

Sylvester C Aguilar
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission:
I was born, raised and educated in Stockton and feel my 33 years of banking/finance experience provides a strong background to support the well being of the Port and the community it serves. The Port is unfortunately one of the best kept secrets in our community but truly represents one's

Have you served on an advisory group before? yes If yes, please explain: I have served on many local boards and advisory committees for many for profit and non profit organizations. I have attached a list of organizations. City wide organizations would include my Chairmanship of the City of Modesto Economic Development Loan Pool /sub committee

How did you hear about the position? Former commissioners

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes x No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes _____ No x
If yes, please explain _____

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance, Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

Sylvester C Aguilar
APPLICANT NAME

☒ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? 2+ years

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. 12 DAY 1 YEAR 2004 EMPLOYER NAME Bank of the west
TO: MO. 01 DAY 29 YEAR 2014 ADDRESS 540 N Eldorado Stockton,
DUTIES: Senior Vice President /Regional Manager/Team Leader Mid Valley Business Banking Center

FROM: MO. 06 DAY 18 YEAR 1988 EMPLOYER NAME Union Safe Deposit Bank
TO: MO. 11 DAY 30 YEAR 2004 ADDRESS Main Street Stockton
DUTIES: Senior Vice President Commercial Banking Manager Stanislaus County USDB bought by Bank of the West

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO.____ DAY____ YEAR____ BUSINESS NAME____
TO: MO.____ DAY____ YEAR____ ADDRESS____

Sylvester C Aguilar
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: _____

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: St Mary's High School 1977, University of the Pacific 1981-BS in Business Admn, Pacific Coast Banking School 2009

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No X _____ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold. _____

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   no

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

n/a

Sylvester C Aguilar
APPLICANT NAME

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature _____ Date 1-29-14

Please identify any specialized accommodations needed for equal participation: n/a

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: x Male ____ Female

___White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

X Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
- ☐ City Council Salary Setting Commission
- ☐ Civil Service and Equal Employment Commissions
- ☐ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☒ Port Commission
- ☐ Public Art Advisory Committee
- ☐ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Sylvester C. Aguilar

ATTACHMENT B

Senior Vice President / Senior Relationship Manager/Team Leader
Mid Valley Business Banking Center
Bank of the West
2/12 to Present

Employment

- 25 years with Bank of the West (acquired Union Safe Deposit Bank 12/04), with last 8 as Manager of Stanislaus Commercial/Business Banking Center. Prior to that managed consolidation and opening of branches and bank acquisitions.

BANK OF THE WEST (December 2004 to Present)

- Senior Vice President/Regional Manager Stanislaus Business Banking Center (Modesto), Dec./2004
  - Successfully completed systems conversion January 2005
  - Converted files to BOW format by October 2005
  - Received Satisfactory audit rating for first BOW audit November 2005
  - Maintain loan delinquency ratio below .50%
  - Far exceeded retention goals for 2005
  - President's Club 2005 and 2006
  - Currently leading Central California/Nevada Division in Loan growth
  - Lead team through 2nd BOW audit, with fewer exceptions than first audit. Audit rating pending final review but indications are for another satisfactory rating.
  - San Joaquin Business Banking Center added to Region, May/2006
  - Lead new staff through second audit August 2006 and received satisfactory rating.
  - Coached RMs from less than 30% of goal performance to above 150%.

UNION SAFE DEPOSIT BANK (June 1988 to December 2004)

- Member of USDB Senior Loan Committee.
- Member of USDB Employee Task Force/Employee Retention Committee
- Part of loan portfolio due diligence team for two bank acquisitions

- Senior Vice President/Manager-Stanislaus Commercial Banking Group (October 2002)
  - Promoted to SVP October 2002
  - Continued to lead team to double digit loan portfolio and deposit growth
  - Maintained delinquency ratio less than 1%
  - Received Superior audit ratings
  - Set up Banks first Leasing Portfolio

- Vice President/Manager-Stanislaus Commercial Banking Group (November/1996)
  - Opened new Commercial Banking Office
  - Senior Lender in Stanislaus County
  - Lead Team to multiple years of double digit loan portfolio and deposit growth
  - Maintained delinquency ratios less than 1 %
  - Received Two President's Outstanding Performer Awards 2001: one for all of Commercial Banking and one from General Council's office.
  - Received top scores on both operational and loan audits

Sylvester C Aguilar

- Vice President/Manager- Eastridge Office (March 1992)
  - Opened USDB's First de nova Branch in Stanislaus County
  - Lead team to multiple years of double digit loan portfolio and deposit growth
  - Managed the closure/consolidation of two offices into Eastridge
  - Managed the consolidation/centralization of Commercial Loan Portfolio acquired with Great Valley Bank (Stanislaus County) purchase (1996)
  - Managed acquired branch's staff coverage during conversion of new acquisition.
  - Received top scores on both operational and loan audits
  - Co-Chairman of Bank's United Way Campaign 1999

- Vice President/Manager -Salida Office (November/1990)
  - Brought branch that was experiencing out of balance status since computer system upgrade and had issues with employee theft, discrimination and low moral to full compliance within 90 days.
  - Lead branch team through double digit growth in both deposits and loan portfolio
  - Elevated audit grade to Satisfactory from Failed status

- Assistant Vice President/Assistant/Manager Modesto Main – June/1988
  - Centralized consumer and commercial credit approval function/loan portfolio for newly acquired 6 branch bank
  - Supervised branch conversion to new computer system
  - Responsible for acquired commercial portfolio disposition
  - Set up new CRE construction lending department for Stanislaus County
  - New portfolio profits exceeded prior six branch bank profitability within 18months.
  - Brought branch to clean audit status first audit

- Bank of America (1981-1988)
  - Kern County Corporate Agribusiness Center.
    - First assignment as Corporate Banking Officer after LCI credit/management training program
    - Assisted with opening of new center when bank started segmenting portfolio.
    - Reassigned as Senior Corporate Banking Officer AVP after Credit Exam assignment.
    - Managed combined agriculture (Dairy, crop production, land acquisition/development) and C and I credit portfolio
  - Fresno Regional Credit Examination.
    - Credit Examination Officer monitoring credits over $150,000 out of Stanislaus County
    - Completed on site examinations for Fresno Region that covered Central California from Lodi to Bakersfield reviewing various loans; agriculture, commercial, consumer CRE
  - Bank Credit/Management Training Program

Family

- Four Daughters
  Arrionne-28 Mia-28
  Camille-25 Eden-20

Education

- University of the Pacific School of Business and Public Administration
  - B. S. Business Administration Concentration in Marketing-1981
- Golden Gate University
  - Graduate work in Accounting
- Pacific Coast Banking School
  - Graduate Class of 2009
- Various Internal and External Bank/credit Management and Leadership Training Seminars and Classes.

My current board leadership activities include:

- Chairman California State University Stanislaus, College of Business, Business Advisory Board
- Chairman Elect, San Joaquin County Hispanic Chamber of Commerce
- Chairman Elect, Del Rio Country Club
- Chairman, SJHCC University of the Pacific Business Forecast Conference
- Board Director, Business Council of San Joaquin County
- Secretary and Board Member, Stanislaus Credit Bureau Foundation
- Master of Ceremonies and panelist for annual California State University Forecast Conference
  Master of Ceremonies for San Joaquin Hispanic Chamber of Commerce/University of Pacific annual Business Forecast Conference

Other past leadership positions included:

- 15 year + board member, Modesto Symphony Orchestra
- Past Chairman of the Board (2003-2005, 2010), Modesto Symphony Orchestra
- Interim CEO (2003, 2010), Modesto Symphony Orchestra
- Past Chairman of the Del Rio Country Club Foundation
- Past President of First Tee of Modesto Board
- 25 year Member and Past President (2002), Modesto Sunrise Rotary Club
- Past Chairman, Modesto Chamber of Commerce (1997)
- Past President, C.A.S.A. (Court Appointed Special Advocate)
- Past Chairman, Children's Crisis Center
- Past Chairman, City of Modesto Economic Development Loan Pool Subcommittee
- Past Member, California State University Stanislaus, Foundation Audit Committee
- Past Board Member and Finance Chair of the Stanislaus County Alliance
- Member of the Latino Business Association
- Member of RMA – Risk Management Associates
- Member of various CEO, Music Director, and Key Management position search committees
- Former Coach at Our Lady Of Fatima-Baseball, Volleyball and Basketball
- Past Member Construction crew Habitat for Humanity

ATTACHMENT C

CITY OF STOCKTON

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FEB - 6 2013
CITY CLERK
CITY OF STOCKTON

Stockton
All-America City
2004
1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Port Commission

Complete Supplemental Questionnaire, if applicable

Applicant Name: BIGLER (Last) Gene (First) Ernest, II (Middle)

[redacted]

Employer Name Humphreys College (part-time only)

Employer Address 6650 Inglewood Avenue. Stockton, CA 95207

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

3-12-13 letter unsuccessful ap

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
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City of Stockton
APPLICATION CONTINUED
Page 2 of 5

BIGLER, Gene E.
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission:
I have a lifetime of interest and experience related to global maritime commerce and served as a senior advisor in the US Coast Guard. The important work of the Port of Stockton deserves guidance from well informed citizens who can promote greater community understanding and support to advance its work. My work in educating our public about the Port shows that I can do this very well.

Have you served on an advisory group before? NO If yes, please explain: _____

How did you hear about the position? Several persons who have attended my lectures about Stockton's global commerce recommended that I apply.

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes Definitely No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes Perhaps No _____
If yes, please explain I am a member of the Board of Directors of PUENTES, a non-profit organization, that is developing the Boggs Tract Community Farm on land that the Port has provided without charge to our organization to help alleviate the food security problem in the Boggs Tract community adjacent to the Port.

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance, Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

City of Stockton
APPLICATION CONTINUED
Page 3 of 5

BIGLER, Gene E.
APPLICANT NAME

☒ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? 7 and 1/2 years

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. August DAY _____ YEAR 2005 EMPLOYER NAME University of the Pacific
TO: MO. May DAY 31 YEAR 2012 ADDRESS 3601 Pacific Ave., Stockton, CA 95211
DUTIES: Visiting Professor-Practitioner of International Relations -- teaching & program development

---

FROM: MO. September DAY _____ YEAR 1984 EMPLOYER NAME U.S. Department of State and USIA
TO: MO. June DAY 30 YEAR 2005 ADDRESS 2201 C St. NW, Wash, DC 20520
DUTIES: Foreign Service Officer (1988-2005) Social Science Analyst (1984-88), see resume for details

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO. _____ DAY _____ YEAR _____ BUSINESS NAME _____
TO: MO. _____ DAY _____ YEAR _____ ADDRESS _____

BIGLER, Gene E.
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: Please see attached resume for details on community service

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: B.A., University of the Pacific, 1967. Fulbright Scholar, University of Ecuador, 1967-68.
M.A. (1972) in International Relations and Ph. D. (1979) in Political Science, The Johns Hopkins University.

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No X If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   NO.

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

NONE.

City of Stockton
APPLICATION CONTINUED
Page 5 of 5

BIGLER, Gene E.
APPLICANT NAME

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature Gene E Bigler II Date February 4, 2013

Please identify any specialized accommodations needed for equal participation: _____

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: x Male ____ Female

___White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
- ☐ City Council Salary Setting Commission
- ☐ Civil Service and Equal Employment Commissions
- ☐ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☐ Port Commission
- ☐ Public Art Advisory Committee
- ☐ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Gene E. Bigler, Ph.D.

[redacted]

Adjunct Professor of Political Science, Humphreys College, Stockton, CA – since 2009
Lecturer, Osher Lifelong Learning Institute, University of the Pacific, Stockton, CA – since 2008

EDUCATION

University of the Pacific, Raymond College, Stockton, CA: B.A. in the Humanities, 1967
Johns Hopkins University, School of Advanced International Studies, Washington, D.C.: M.A. in International Relations, 1972, and Ph. D. in Political Science, 1979
Fulbright Scholar, University of Ecuador, Guayaquil, non-degree, Economics and Diplomacy, 1967-68

PREVIOUS EMPLOYMENT

2005-2012 University ofthe Pacific, Stockton, CA: Visiting Professor of International Relations

1984-2005 U.S. Government Service: GS, 1984-88; FSO, 1989-2005; in the following jobs:
1984-88: U.S. Information Agency (USIA), Washington D.C. : Research Officer for Latin America; Acting Research Director for Latin America (1987-88)
1989-92: U.S. Embassy, Lima, Peru, Press Attaché and Head, Information Section
1992-95: U.S. Interests Section, Havana, Cuba, Public Affairs Officer and Director of the Office of Educational and Cultural Affairs and Information Section
1995-96: U.S. Information Agency, Washington D.C., Director, Cuban Affairs
1996-2000: U.S. Embassy, Rome, Italy, Press Attaché and Head, Information Section
2000-2003: U.S. Embassy, Panama, Counselor for Economic and Political Affairs
2003-04: United States Coast Guard, Washington, DC: Foreign Affaris Adviser to the the Commandant, USCG Headquarters, Department of Homeland Security
2004: Iraq Coalition Provisional Authority, Dept. of Defense, Baghdad, Counselor for Public Opinion and Polling
2004-05: U.S. Department of State, Bureau of Democracy and Human Rights, Director of External Affairs; retired from U.S. Department of State, July 2005

1979-84 Hendrix College, Conway , AR: Associate Professor of History and Political Science

1973-78 Instituto de Estudios Superiores de Administracion (IESA), Caracas, Venezuela: Instructor to Assistant Professor of public policy analysis and Research Associate

1968-69 University of the Pacific, Stockton, CA: Admissions Officer and Special Assistant

CONSULTING AND LECTURING

International relations, American government, U.S.-Latin American relations, Latinos in the U.S., national security policy, international education, globalization, international trade and related topics

PUBLICATIONS

Author and co-author of four books and more than 45 other major articles and reports, mostly on U.S.-Latin American relations (details on any of the above and references available on request)

COMMUNITY SERVICE ACTIVITIES IN THE U.S.

- Contributor and Founding Member of the Editorial Board, ***Joaquin*** Magazine, see www.joaquinmag.com/, since 2012
- Vice Chair, Board of Directors, PUENTES – Bridging Sustainable Communities (a non-profit organization dedicated to creating food security and the Boggs Tract Community Farm in Stockton and other applications of sustainable technologies in the U.S. and Panama); Board Member since, March 2011; see www.puentes-americas.org/
- Founding member, Cien Amigos (Friends of Mexico Organization), Mexican Cultural Center, Sacramento, California, for celebration of the Mexican-Bicentennial and promoting U.S.-Mexico cooperation, 2010-2012
- Research Fellow, Jacoby Board for Public Service and Civic Leadership, University of the Pacific, Senior Fellow, 2005-2012
- Secretary (2009-10), and Member of the Board of Directors, Stockton Sister Cities Association, since 2008
- International affairs advisor (since 2009) to the Hmong Leadership Steering Committee (a collaboration of 11 organizations of the Hmong-American people in five states)
- Founding Co-Chair, Familia Latina de Pacific (an organization of Latino faculty, staff, students and families at University of the Pacific), 2009-11
- Member, Coalition of Mexican-American Organizations (COMA) of San Joaquin County, since 2006, served as planning facilitator, 2007-10
- Latin Leadership Organization, Lincoln High School parents organization, 2005-2010
- Co-organizer of the Symposium on Pioneering in Diversity, Strengthening Community, for the University of the Pacific at the Progressive Community Church, May 2009, one of the inaugural events for President Pamela Eibeck and the forerunner of Beyond the Gates
- University of the Pacific Latino Community Outreach Assistance: (1) Community Forum on Making Immigration Policy Work for Everyone (with DHS Ombudsman Prakash Khatri); (2) *Tertulia* with Community Leaders on Motivating Interest in Higher Education, April, 2007; (3) Facilitator, Grassroots Global Institute Symposium with Mexico on Civic Leadership, Summer 2007; (4) Abriendo Puertas Forum for Latino Community Leaders and Astronaut Jose M. Hernandez, October 2007; (5) Campus visit of former Colombian President Cesar Gaviria for inauguration of the Inter-American Program, October 6, 2008, (6) the Campus visit of Nobel Peace Laureate Rigoberta Menchu, October 21, 2008 (among many other programs); (7) campus and Stockton events and celebration of the Bicentennial of Mexican Independence in coordination with Consul General Carlos Gonzalez Gutierrez (September 2010); and (8) coordination of the three-campus visit and lecture series by distinguished Venezuelan political leader Eduardo Fernandez, October 2010.
- University of the Pacific, Distinguished Alumni Citizen Leader, Campus Visit and Guest Lectureship Program, October 11-14, 2004
- Rotary International – member, chapters in Conway, Arkansas, 1980-84; Panama City, Panama, 2000-03; and Columbia, Maryland, 2003-05.
- Ozarks Regional Trade Commission (U.S. Dept of Commerce), Member, 1982-84
- Arkansas Exporters Roundtable, Little Rock, AR, 1981-84,
- Little Rock Committee on Foreign Relations, 1980-84; Executive Committee, 1982-84

February 4, 2013

Stockton City Council
425 N. El Dorado Street
Stockton, CA 95202

Dear Council Members:

Thank you for your consideration of my application to become a member of the Stockton Port Commission. I am grateful for the opportunity and delighted with the prospect of being able to serve our community by helping advance the work of our city's most vital global connection.

My interest in maritime commerce is nearly life long and has at times been very intense. As a student at the University of the Pacific in the 1960s, our inland port and the waterways to the San Francisco Bay first aroused my attention. During the spring break of my freshman year, I spent five days on a house boat with a classmate's family and three other friends. I was awed as ocean going vessels passed nearby a couple of times and intrigued with Admiral Whipple's, my classmate's father, stories of the marine world. It encouraged me to visit the port whenever an occasion arose, and I am embarrassed to admit that I even became a bit envious when a couple of classmates got chances to do longshoreman work while I had less exotic jobs.

After graduating in 1967, I was a Fulbright Scholar at the University of Ecuador and lived in Guayaquil, another great Pacific Coast riverine port. While there, besides studying diplomacy and international economics, I formed an unusual but strong friendship with an Ecuadorian naval officer who was a senior official at the port. My friend became my best man in 1968, and over the years our continuing friendship created numerous opportunities to learn about, sometime observe and even get tangentially involved in his work during a long tenure as the Chief of the Port of Guayaquil and after retirement his consulting on port development projects for the World Bank for well over a decade.

The interest in maritime commerce that I developed in Ecuador also led me to emphasize trade policy studies on the economic side of my graduate studies in international relations at The Johns Hopkins University School of Advanced International Studies. Afterwards, in my first academic appointment as a professor in one of Latin America's leading graduate schools of management in Venezuela, I spent five years intermittently working on trade policy and international business. I also got involved in the development of business and public policy case studies on transportation planning, port development and intermodal transportation.

During the next stage of my career as a professor in Arkansas, I was not much involved in maritime commerce, but I was heavily engaged in international activities and business promotion thru the Arkansas Exporters' Roundtable and the State's international trade office. As a result, I was appointed by Secretary of Commerce Malcolm Baldrige to the Ozarks Regional Board of the International Trade Commission. One of the highlights of my work there included helping organize and prepare the delegation of the first U.S. trade mission, largely from Arkansas, to China. Some of my articles ("Where in the World is Arkansas") and public lectures and a forum I organized there helped raise attention and public support for international trade promotion because it was not widely known that Arkansas had become America's second leading exporting state -- Riceland Foods, Hart soybeans, Tyson meat and poultry, Orbit petroleum valves and pipes, Jacuzzi irrigation systems, etc. -- even before Wal-Mart became the biggest importer.

In 1984, I entered U.S. government service and my international travel and later the nature of my overseas assignments curtailed most of my community involvement, even my membership in Rotary International for a number of years. What is more, the research work I did for USIA and my early diplomatic assignments only secondarily involved international business and rarely maritime commerce until 2000. In that year there was a dramatic change. I was appointed Counselor for Economic and Political Affairs at the U.S. Embassy in Panama. It was one of the most enjoyable assignments of my career, and I even got to rejoin Rotary International and became a very active member of the third oldest Rotary Club in the world outside the U.S. Most importantly, I was the senior U.S. official responsible for developing new treaties and programs of cooperation with the Government of Panama and the Panama Canal Authority after the U.S. turned the Canal and all our property over to Panama under the Panama Canal Treaty of 1977.

The work in developing four major cooperation agreements with Panama and the Canal Authority, and even laying the groundwork for the recently actuated Free Trade Agreement with Panama, was challenging and exciting and right at the heart of maritime commerce and the development of the four great ports that now operate in Panama. As a result of my official responsibility, I was treated like an ex officio member of the Canal's International Advisory Board which included the Director of the International Maritime Organization (IMO) and a number of magnates of the global shipping industry, and I later assisted directly in the U.S. government's international campaign to revise and get the IMO to adopt the new International Shipping and Port Security (ISPS) Code in response to the 9/11 attacks.

My extensive collaboration with senior officials of the United States Coast Guard during my work in Panama led directly to my subsequent appointment on the international affairs staff of the Commandant and service as the official liaison of the Department of State. That assignment, one of the highlights of my career, came just as the Department of Homeland Security was being formed, and gave me a unique opportunity to understand the new department and assist for a time with the design and application of the new port security regime that has been deployed in the U.S. over the last decade. I still regret that I had to curtail that assignment when Ambassador Bremer asked me to join his staff at the Coalition Provisional Authority in Baghdad.

In 2005 the University of the Pacific invited me to return to my alma mater to help in expanding international programs and especially in reviving Inter-American studies, so I decided to retire from the Foreign Service and resume my academic career. Just a few months later when we were back in Panama to spend Christmas with friends, one of these friends, the Director of the great Manzanillo International Terminal, pointed out to me that a former colleague of his was the director of the Port of Stockton and suggested that I get in touch with Richard Aschieris. A few months later, I met with Aschieris and started the process that extends to this day of learning eagerly about and closely monitoring the important work that our Port does.

Indeed, my enthusiasm for the Port has led me to make the discussion of the Port and Stockton's global maritime connections an integral and at times even a featured part of my teaching and public lecturing about international relations. Last year, in a lecture series on California's global connections for Pacific's Osher Lifelong Learning Institute, I got the audience at O'Connor Woods so enthusiastic about our Port that they asked me to organize two tours of the Port. I was delighted to do so, and it was actually some of the participants in those tours who first suggested to me that I should consider applying for one of the openings on the Port Commission after they were announced.

This experience has also suggested to me how I can probably best serve the Port as a Commissioner. Of course, I am vitally interested in the overall work of the Port and the role of the Commission in providing guidance for it, and I believe that I have a great deal of pertinent background and competencies for the guidance task, as I have shown here. However, I also believe that our community is less aware, appreciative and supportive of our Port than it should be. My background, skills and inclinations are ideal for helping promote greater community understanding of the crucial role of the Port and our city's global connections in an era of high security when it is impractical for most citizens even to take the kind of tours I arranged for the O'Connor Woods residents. Instead, we need to reach out to build understanding, as I did in Arkansas, and I know that it would be a lot of fun to spread the important news about how dynamic the Port is and how vital our global connections are for our prosperity.

In closing, I welcome the opportunity that I understand will come to be interviewed by the Council about my interest. However, I want to inform you that I will be in Panama for about three weeks at the beginning of March – I am working on a book about the Canal expansion -- and will not be available during that period. I have attached a brief resume to highlight my community service, and I would be happy to provide my much longer curriculum vitae if that would be helpful. Thank you, again, for your consideration. I look forward to the opportunity to represent you on the Port Commission and to work with you and join in service to our city.

Sincerely yours,

Gene E. Bigler, Ph.D.

ATTACHMENT D

CITY OF STOCKTON

RECEIVED
JAN 3 1 2014
CITY CLERK
CITY OF STOCKTON

Stockton
All-America City
2004
1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Port Commission

Complete Supplemental Questionnaire, if applicable

Applicant Name: Eck Carl Jay

[redacted]

Employer Name Retired

Employer Address

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

Name: Carl J. Eck

[redacted]

Signature:

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
C:\Documents and Settings\bhunter.CITYOFSTOCKTON\My Documents\125665-1.doc

City of Stockton
APPLICATION CONTINUED
Page 2 of 5

CARL ECK
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission:
I have history as the Fire Marshal for the City of Stockton and found a great interest in assisting and developing ideas that might improve this community.

Have you served on an advisory group before? Yes If yes, please explain: The City had a number of advisory committees in the early 2000s. I was a member of the downtown Safety committee, the Stockotn General Plan committee and the Asparagus Festival committee.

How did you hear about the position? I was told by a friend that there was an opening..

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes X No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes _____ No X
If yes, please explain _____

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance. Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

Carl Eck
APPLICANT NAME

☒ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? 34 years

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. June DAY 15 YEAR 1983 EMPLOYER NAME City of Stockton-Fire Dept.
TO: MO. Nov DAY 30 YEAR 2008 ADDRESS 425 N. El Dorado St. Stkn, Ca
DUTIES: General Firefighting/Paramedic duties. Retired as Deputy Fire Chief

FROM: MO.____ DAY____ YEAR____ EMPLOYER NAME____
TO: MO.____ DAY____ YEAR____ ADDRESS____
DUTIES: ____

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO.____ DAY____ YEAR____ BUSINESS NAME____
TO: MO.____ DAY____ YEAR____ ADDRESS____

City of Stockton
APPLICATION CONTINUED
Page 4 of 5

Carl Eck
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: Public Safety

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: BA Management University of Phoenix. AA Liberal Studies SJ Delta College.

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No X _____ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold._____

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   No

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

None

City of Stockton
APPLICATION CONTINUED
Page 5 of 5

Carl Eck
APPLICANT NAME

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature _____ Date _____

Please identify any specialized accommodations needed for equal participation: _____

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: X Male ____ Female

___White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
- ☐ City Council Salary Setting Commission
- ☐ Civil Service and Equal Employment Commissions
- ☒ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☒ Planning Commission
- ☒ Port Commission
- ☐ Public Art Advisory Committee
- ☐ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Carl Jay Eck

EMPLOYMENT HISTORY AND EXPERIENCE

STOCKTON FIRE DEPARTMENT - STOCKTON, CA

Deputy Fire Chief- (ret.) — *November 2008*
DEPUTY FIRE CHIEF-(STAFF ASSIGNMENT) — *MARCH 2006-NOVEMBER 2008*
DIRECTOR OF TRAINING/EMERGENCY COMMUNICATIONS CENTER MANAGER

DEPUTY FIRE CHIEF / FIRE MARSHAL — *MARCH 2002–FEBRUARY 2006*
DIVISION CHIEF / FIRE MARSHAL-(STAFF ASSIGNMENT) — *FEBRUARY 2001-MARCH 2002*

Battalion Chief - (Line Assignment) — *January 1999 – February 2001*
Staff Assignment. Haz-Mat Team Supervisor.
Emergency Medical Services Supervisor.

Acting Battalion Chief - (Line Assignment) — *May 1998 - January 1999*

Paramedic Fire Captain - (Line Assignment) — *July 1995 - Nov. 1997*
Shift Supervisor for 4-person paramedic engine company — *Nov 1990 - March 1992*

Emergency Medical Services/Hazardous Materials Team Supervisor — *November, 1997–May 1998*
(Staff Assignment) — *March 1992 - June 1995*
Supervise and manage the daily functions of Divisions.
Supervise and coordinate training needs and develop and manage budgeting for both Divisions.

Deputy Director of Training - (Staff Assignment) — *March 1992 - June 1995*
Developed and managed department-wide training.
Coordinated and assisted with recruit academies.
Developed and managed budget process and long-range planning assessments.

Firefighter/Paramedic/Haz-Mat Technician - (Line Assignment) — *June 1983 – Nov 1990*
Responded to fire and medical incidents. Functioned as paramedic/ firefighter on both paramedic engines and rescue squads.
Other normal firefighting duties.

EFB TRUCKING - MANTECA, CA

Office Manager/Dispatcher — *January 1980-June 1983*

EDUCATION

UNIVERSITY OF PHOENIX — *November 1996*
Bachelor of Arts in Management
Option: Organizational Management and Human Relations.

SAN JOAQUIN DELTA COLLEGE — *June 1980*
Associate in Arts, Option: Liberal Arts

Paramedic Certification — *June 1985*

CALIFORNIA FIRE SERVICE TRAINING AND EDUCATION SYSTEM
Fire Instructor 1A,1B, 2A, 2B; Command 2A, 2C, 2E; Management 2A, 2B, 2C; — *June 1983-2011*
Fire Investigation 1A, Fire Prevention 1A, Hazardous Materials 1A,1B,1C,1D,1E;

Heavy Rescue 1A, 1B; Swift Water Rescue; Strike Team Leader, ICS 334; Incident Commander/Scene Manager; ICS 200-300 WMD Incident Commander

NATIONAL FIRE ACADEMY
Advanced Leadership in EMS — *October 1998*

MISCELLANEOUS TRAINING
Quality Assurance Training-40 hours from San Joaquin Emergency Services Agency — *June 1992*
Total Quality Management Training- City of Stockton — *August 1995*
Weapons of Mass Destruction Training - 24 hours. — *March 2000*

SPECIAL PROJECTS AND ACTIVITIES

- Union Officer with Stockton Firefighters Local 1229 for five years. 1984-1989
- Developed and wrote the Infectious Control Plan for the fire department. 1988
- Developed and co-wrote the original Hazmat Team S.O.P's. 1989
- Developed and wrote the Hazardous Materials component of the Emergency Plan for the City of Stockton. 1991
- Developed and wrote the Multi-Casualty Incident protocols for the Stockton Fire Department.
- Development of Hazmat response financial recovery program. 1992
- Co-administer and instructor for five fire academies. 1991, 1992, Spring 1993, Fall 1993, 1994
- Assisted in the development of a fitness plan for the fire department.
- Departmental budgetary experience. Responsible for annual budget for Fire Prevention Division, EMS and Hazmat programs.
- Long range planning experience with EMS, Hazmat and Fire Prevention programs
- Coordinated and administered an in-house paramedic training class for the fire department 1995
- Coordinated the departmental evaluation, purchase and transition to new Self Contained Breathing Apparatus.
- Proposed, administered and oversaw the transition of the Fire Prevention budget from General Fund to a Developmental Services account. Fiscal year 03/04
- Developed department bid for exclusive operations for ambulances in Stockton. 2005
- Developed ambulance service plan for City of Stockton. 2004
- Committee member on San Joaquin County Emergency Medical Care, Liaison and Transportation Boards.
- San Joaquin County Hazmat Steering committee. 1992-1995
- San Joaquin County Fire Chief's Association. June 2003 – October 2007
- General Plan Action Team Member (GPAT) member
- Community action subcommittee team member, Safety and Security and Urban Design teams – February 2001- March 2006
- Hanot Foundation for Developmentally Disabled Fund Raising Committee. 1985- Present
- United Way Fund Allocation Committee – 1998/2002
- Committee member San Joaquin Drug and Alcohol Awareness Program. 1987-1989
- Board Member Habitat for Humanity – 2002/2003
- Board Member Hanot Foundation January 2011- Present

MILITARY SERVICE

U.S. NAVY
Honorable Discharge. Served as Hospital Corpsman. Assigned to USMC as Field Corpsman. Discharged as a Petty Officer Third Class. — *January 1975 – December 1979*

Residence in District 5

1220 North Monroe St. Stockton, Ca — August 1987 - Present

ATTACHMENT E

RECEIVED
JAN 15 2014
CITY CLERK
CITY OF STOCKTON

CITY OF STOCKTON

Stockton All-America City 2004 1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Measure A Oversight Committee

Complete Supplemental Questionnaire, if applicable

Applicant Name: Rogers, Richard K

[redacted]

Employer Name Oakley Union Elementary School District

Employer Address 91 Mercedes Ln, Oakley CA 94561

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
C:\Documents and Settings\bhunter.CITYOFSTOCKTON\My Documents\125665-1.doc

City of Stockton
APPLICATION CONTINUED
Page 2 of 5

Richard K Rogers
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission:
SEE ATTACHMENT

Have you served on an advisory group before? No ___ If yes, please explain: ___

How did you hear about the position? Through the election process and articles in the Stockton Record

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes x ___ No ___

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes ___ No x ___
If yes, please explain ___

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance. Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): ___

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: ___
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

City of Stockton
APPLICATION CONTINUED
Page 3 of 5

Richard K Rogers
APPLICANT NAME

☐ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? _____

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. April DAY 1 YEAR 2001 EMPLOYER NAME Oakley School District
TO: MO. _____ DAY _____ YEAR Present ADDRESS 91 Mercedes Lane, Oakley CA 94561
DUTIES: District Superintendent

FROM: MO._____ DAY_____ YEAR_____ EMPLOYER NAME_____
TO: MO. _____ DAY _____ YEAR_____ ADDRESS_____
DUTIES: _____

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO._____ DAY_____ YEAR_____ BUSINESS NAME_____
TO: MO._____ DAY _____ YEAR _____ ADDRESS _____

Richard Rogers
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: _____

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: See Attachment

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No X____ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold._____

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

Investments
Interests in Real Property (other than your residence)
Interests in Real Property Held by a Business Entity or Trust
Investments Held by a Business Entity or Trust
Income (other than loans and gifts)
Income – Travel Payments, Advances, Reimbursements
Income Gifts
Business Positions
Commission Income Received by Brokers, Agents, and Salespersons
Income and Loans to a Business Entity or Trust
Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   No

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

None

Richard Rogers
APPLICANT NAME

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature _____ Date 1/13/14

Please identify any specialized accommodations needed for equal participation: _____

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: x Male ____ Female

X White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
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- ☒ Civil Service and Equal Employment Commissions
- ☐ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☒ Parks and Recreation Commission
- ☒ Planning Commission
- ☒ Port Commission
- ☒ Public Art Advisory Committee
- ☒ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Supplemental Information for Richard K. Rogers' Application to serve on the Measure A Oversight Committee

As a lifelong Stockton resident, I deeply care about this community. The number one concern that the voters had about Measure A was that if it was passed would the funds be appropriately used? This committee will be critical in providing that assurance to our community. Therefore, it is my belief that it is critical that individuals appointed to this oversight committee are view as honest, objective, knowledgeable and articulate. Their character must be above reproach. I believe I possess these qualities.

Before I highlight my background, I'd like to simply state my motivation for applying for this appointment. As previously stated I'm a lifelong resident of this community, but I am now at a point in my personal and professional life that I can become active in the civic affairs of our community. If you had happened to have read the Stockton Record article about me dated December 1, 2013 you will know that I'm retiring from my position as the Oakley School District Superintendent effective September 1, 2014. However I will be staying on in a volunteer capacity until June 30, 2015. My current position provides me with the flexibly to make the commitment to your committee. With my retirement I will have even more flexibility. The time for me to get involved is perfect. Furthermore, I believe this committee suits my skill set.

We successfully passed a school bond in Oakley and we have successfully managed the use of these funds. We have successfully balanced the district's $34 million budget since 2003 when I first became Superintendent. And, as you well know ,that has been no easy feat in recent years. The thing I'm most proud of during this most difficult of economic times is that through all of this the Oakley School District credibility and commitment to children has never wavered. Furthermore, during my lengthy career in education I believe my character and honesty have also been above reproach.

I believe that my unique background, training and experience can bring this required level of credibility to this community and therefore gaining the trust and providing the necessary reassurance to the community at large.

Richard K. Rogers, Ed.D.

EDUCATION:

Degrees: Ed.D., University of the Pacific, 1988
M.A., University of the Pacific, 1981
B.A., Washington State University, 1976

Credentials: Administrative Services, Life
Pupil Personnel Services, School Psychology, Life
Multiple Subjects Teaching Credential, Life

EXPERIENCES:

7/03-Present — Superintendent
Oakley Union Elementary School District, Oakley, CA

Approximately 4,600 Pre-School through 8th Grade Students
Over 400 Employees, 3 Labor Unions

4/01-7/03 — Assistant Superintendent/Human Resources
Oakley Union Elementary School District, Oakley, CA

8/91 – 4/01 — Assistant Superintendent/Personnel
Mt. Diablo Unified School District, Concord, CA

Approximately 34,000 Pre-School through Adult School Students
Over 4,000 Employees, 6 Labor Unions

7/88 - 8/91 — Assistant Superintendent/Personnel
Lincoln Unified School District, Stockton, CA

Approximately 8,000 Pre-School through 12th Grade Students
Over 800 Employees, 2 Labor Unions

2/87 - 6/88 — Assistant Superintendent/Personnel
Tracy Public Schools, Tracy, CA

Approximately 6,000 Pre-School through Adult School Students
Over 600 Employees, 2 Labor Unions

10/83 - 1/87 — Director of Personnel
Tracy Public Schools, Tracy, CA

4/81 - 9/83 — School Psychologist
Tracy Public Schools, Tracy, CA

9/80 - 3/81 School Psychologist Intern,
Lodi Unified School District, Lodi, CA

10/76 - 6/80 Teacher, Grades 5 through 8
Lammersville School District, Tracy, CA

OTHER RELATED PROFESSIONAL EXPERIENCES (Partial List):

- ACSA Superintendents' Council Region 6 Representative, 2011-Present
- Contra Costa SELPA Govenance Council Chairperson, 2010-Present
- Contra Costa SELPA Governance Council Member, 2008-Present
- California Coalition for Heather Care Reform-Board Member, 2007 to present
- University of Pacific, Benerd School of Education, Advisory Board Member, 2009 to present
- ACSA CTC Reactor Group, 1999-present
- Interest Based Bargaining, California Teachers Association Trainer
- California Commission on Teacher Credentialing - Member Committee of Credentials, 1992 - 1995
- California Commission on Teacher Credentialing - Ad Hoc Committee of Credentials, 1996-1998
- Association of Large California School Districts/Employee Relations & Personnel Officers-President 1995-96, Treasurer 1996-99
- ACSA Region VI, Human Resource Committee Representative, 1999-2003
- Co-Chair ACSA Personnel Institute, 1997 - 1999
- Coordinator ACSA Personnel Academy, 1994-97 & 1999-2000
- Presenter - ACSA Personnel Academy, 1993-2002
- Presenter-ACSA Superintendents' Academy, 2008 & 2009
- Presenter - ACSA Negotiators' Symposium, since 1998
- Presenter - ACSA Personnel Institute, since 1994
- Presenter - ACSA Personnel Academy, 1993-2002
- Presenter - ACSA School Business Managers Academy, since 1997
- Presenter - American Association of School Personnel Administrators' Annual Conference, 1990, 1992 and 1993

PUBLICATIONS:

"Peer Assistance & Review Lessons from Mt. Diablo,"
THRUST for Education Leadership, January/February, 2000

"Misconduct with Students...Handling & Avoiding the Allegation,"
American Association of School Personnel Administrators Report, December, 1993

"Due Process Checklist,"
American Association of School Personnel Administrators News, November, 1992

"Consistency: The Key to Staff Discipline,"
THRUST for Education Leadership, November/December, 1990

"San Joaquin County Teachers' Perceptions of Collective Bargaining,"
(Doctoral dissertation, University of the Pacific, 1988)

HONORS AND AWARDS:

- 2009 ACSA Region 6 State Ferd Kiesel Memorial Distinguished Service Award
- 2009 ACSA Delta Charter Superintendent of the Year
- 2000 "Distinguished Alumnus of the Year" University of the Pacific, School of Education
- 1999 ACSA's "Negotiator of the Year"
- 1998 ACSA's Ray Curry "Personnel Administrator of the Year Award"
- 1997 Diablo Management Association "Management Organization Award"
- 1997 ACSA President's Fund Scholarship
- "1980 New Educator of the Year" - Tracy Rural Educators
- Honors Student - University of the Pacific

PROFESSIONAL ASSOCIATIONS (current and previous)**:**

- Association of California School Administrators (ACSA)
- Region VI, representative to the Human Resource Committee
- Association of California School Administrators, San Joaquin Chapter, Officer
- American Association of School Personnel Administrators
- Asian Americans Together of Mt. Diablo Unified School District
- California Association of School Psychologists
- Delta Area School Psychologist, Officer
- Teacher Intern Advisory Committee, University of the Pacific
- Tracy School Management Association, Officer
- School Psychology Advisory Committee, University of the Pacific

OTHER AFFILIATIONS (current and previous)**:**

- Oakley Chamber of Commerce, Board Member
- Oakley YMCA Chair Community Gifts Committee
- Bear Creek High School Site Council Member
- Bear Creek High School Parent Teacher Association
- Creekside Elementary School Site Council Member
- Creekside Elementary School Parent Teacher Association
- Delta Sierra Middle School Parent Teacher Association
- Tracy Exchange Club, Founder and Charter Officer
- North Stockton Rotary Club

ATTACHMENT F

CITY OF STOCKTON

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CITY CLERK
CITY OF STOCKTON

Stockton
All-America City
2004
1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Stockton Port District Board of Commissioners

Complete Supplemental Questionnaire, if applicable

Applicant Name: Toccoli Sam L.

[redacted]

(length of time)

Resident of City Council District No.: _____ Are you an incumbent? Yes X No _____

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you? Yes _____ No _____. If you have checked "No", please identify how you prefer to be contacted: _____

Email Address: _____

Employer Name _____

Employer Address _____

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
C:\Documents and Settings\bhunter.CITYOFSTOCKTON\My Documents\125665-1.doc

ATTACHMENT F

Sam L. Toccoli
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission:

Please see attached letter.

Have you served on an advisory group before? Yes If yes, please explain: Expertise in construction and contracts; indepth knowledge of port infrastructure, contracting and construction.

How did you hear about the position? _____

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes x No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes _____ No x
If yes, please explain _____

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance. Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

Sam L. Toccoli
APPLICANT NAME

☒ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? _____

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. June DAY 1 YEAR 1957 EMPLOYER NAME A.F. Toccoli and Son, Inc.
TO: MO. _____ DAY _____ YEAR _____ ADDRESS _____
DUTIES: President/CEO

FROM: MO. _____ DAY _____ YEAR _____ EMPLOYER NAME _____
TO: MO. _____ DAY _____ YEAR _____ ADDRESS _____
DUTIES: _____

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO. June DAY 1 YEAR 1957 BUSINESS NAME A.F. Toccoli and Son, Inc.
TO: MO. _____ DAY _____ YEAR _____ ADDRESS _____

Sam L. Toccoli
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: Construction/leasing management

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: Stockton public schools K-12, Stockton College

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No __x__ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   No

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

   n/a

Sam L. Toccoli
APPLICANT NAME

City of Stockton
APPLICATION CONTINUED

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature Sam L Toccoli Date 12/20/13

Please identify any specialized accommodations needed for equal participation: None

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: x Male ____ Female

x White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___ Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___ Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___ American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___ Filipino All persons having origins in the Philippine Islands.

___ Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
- ☐ City Council Salary Setting Commission
- ☐ Civil Service and Equal Employment Commissions
- ☐ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☐ Port Commission
- ☐ Public Art Advisory Committee
- ☐ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Sam L. "Butch" Toccoli

[redacted]

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CITY CLERK
CITY OF STOCKTON

December 20, 2013

Mayor and City Clerk
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

I wish to convey to you my sincere interest in being reappointed to the Stockton Port District Board of Port Commissioners. I feel my expertise in infrastructure planning, construction, contract administration, and leasing negotiations makes an important contribution to the Port Commission. As you know, the Port Commission is responsible for establishing sound business policies that have a direct effect on the Port's ability to effectively attract businesses and jobs to the City of Stockton.

In addition, I have an extensive in-depth knowledge of business finances, as President of my own construction and contracting company for many years. This knowledge has saved the Port millions of dollars in construction costs, and assisted in the attraction of new businesses. For example, in just the past few years, the Port has attracted several new businesses to the City of Stockton, including Yara North America (chemical fertilizer), Wilmar Ltd. (food grade oils), Victory Blue (fuel additives), ACX (hay exports), and Bowie Mines (coal exports). In total, recent private sector investment in port projects is nearly $2 billion, generating several hundred new family-wage jobs for citizens of our city, which has also generated more than $25 million in tax revenue.

During my previous term, I have also been helpful to the Port in developing the facilities for the M-580 Marine Highway, which moves cargo containers by a river barge instead of by a truck, between the Central Valley and the Port of Oakland. The Marine Highway improves air quality, highway safety-- and creates jobs. In particular, I gave advice on terminal construction, demolition, and facility location. Also, for other projects, I feel I have provided insights that have helped in the acquisition of two new harbor cranes, dredging activities, and the construction of a new bridge and a railroad grade separation.

Finally, I have been very supportive of the Port's efforts to keep the public informed of activities by posting agendas on-line, creating an active speaker's program, providing Stockton residents free port tours by boat, engaging in a local advertising campaign, and publishing an annual report to the community—all in an effort to educate the public about port activities.

Today, I am very pleased that the Port of Stockton is an important part of the economic foundation of our region, and is in an excellent position to provide even more economic opportunities in the future. Although much has been accomplished in the past four years, many projects remain to be completed which will allow even more business activities to be attracted to the Port. Major lease negotiations with Union Pacific Railroad, U.S. Gypsum, and many other companies must be negotiated and the Marine Highway operations must be expanded.

I feel that my extensive experience in construction, contracts, lease negotiations, and construction finance can continue to make an important contribution to the Port of Stockton. I would truly appreciate the opportunity to represent the City of Stockton on the Port Commission for another term. I will contact you in the near future to set up a time to discuss port activities and my continuing interest in the port commission position.

Sincerely,

Sam L. Toccoli

ATTACHMENT G

CITY OF STOCKTON

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FEB - 6 2013
CITY CLERK
CITY OF STOCKTON

Stockton
All-America City
2004
1999

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Port Commission
Complete Supplemental Questionnaire, if applicable

Applicant Name: White, Ralph Lee
Last First Middle

[redacted]

Employer Name _____

Employer Address _____

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

3-12-13 letter unsuccessful app

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

Logged

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
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City of Stockton
APPLICATION CONTINUED
Page 2 of 5

Ralph White
APPLICANT NAME

Please state the reason you would like to be a member of this board/commission: The board need to reflect the make up of this City. There is no one on the board from South Stockton.

Have you served on an advisory group before? Yes If yes, please explain: Status of African Amercan males.

How did you hear about the position? Newspaper

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes ✓ No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes _____ No ✓
If yes, please explain _____

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **49-99 Cooperative Library System Advisory Board**
You must be a resident of San Joaquin County, but not the City of Lodi. Do you meet this requirement? ☐ Yes ☐ No

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance. Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

City of Stockton
APPLICATION CONTINUED
Page 3 of 5

APPLICANT NAME _____

☑ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? 50 years

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Sports Commission** (circle any that apply)
If you are not a resident of Stockton, do you own and/or operate a business within the City or are a sponsor or associated with a sports related event, name of business or event(s): _____

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO._____ DAY_____ YEAR_____ EMPLOYER NAME_____
TO: MO._____ DAY_____ YEAR_____ ADDRESS_____
DUTIES: Self Employed for 40 years

FROM: MO._____ DAY_____ YEAR_____ EMPLOYER NAME_____
TO: MO._____ DAY_____ YEAR_____ ADDRESS_____
DUTIES: _____

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO._____ DAY_____ YEAR 1975 BUSINESS NAME Ralph White Rental Property
TO: MO._____ DAY_____ YEAR Current ADDRESS 2201 E. 8th St. Stockton, CA 95206

City of Stockton
APPLICATION CONTINUED
Page 4 of 5

_____
APPLICANT NAME

TYPE OF BUSINESS OR SERVICE RENDERED: _____

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

EDUCATION: _____

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No ✓ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold._____

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   No

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

Ralph White
APPLICANT NAME

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature Ralph Y White Date 2/6/13

Please identify any specialized accommodations needed for equal participation: _____

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: _____Male _____Female

___White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

___Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

The Stockton City Council appoints members to the various City of Stockton Boards and Commissions. The Council also appoints representatives to serve on various other San Joaquin County agencies as well. Please check the boxes below if you are interested in serving on any other boards/commissions. To find out about what these boards/commissions do and if you qualify, please visit the City of Stockton website at www.stocktongov.com/commissions

- ☐ 49-99 Cooperative Library System Advisory Board
- ☐ Arts Commission
- ☐ Building and Housing Board of Appeals
- ☐ Central Parking District Advisory Board
- ☐ City Council Salary Setting Commission
- ☐ Civil Service and Equal Employment Commissions
- ☐ Climate Action Plan Advisory Committee
- ☐ Community Development Committee
- ☐ Cultural Heritage Board
- ☐ Development Oversight Commission
- ☐ Handicapped Access Board of Appeals
- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☑ Port Commission
- ☐ Public Art Advisory Committee
- ☐ Redevelopment Commission/Relocation Appeals Board
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Sports Commission
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

ATTACHMENT H

CITY OF STOCKTON

Stockton

RECEIVED

DEC 30 2013

CITY CLERK

APPLICATION FOR APPOINTMENT AND BACKGROUND INFORMATION FOR BOARDS, COMMISSIONS, AND COMMITTEES

1) Please provide all information requested.
2) Please print or type all entries in black or blue ink only.
3) Any attachments must be single sided, 8 ½ X 11 paper.
4) Information contained on this form is public record.
5) With the exception of the information contained on this first page, all other information contained in this application may be posted on the City's website for public view.
6) Submit completed application to: Office of the City Clerk, City Hall 1st Floor, 425 North El Dorado Street , Stockton, CA 95202; Phone: (209) 937-8459

BOARD/COMMISSION/COMMITTEE NAME: Stockton Port Commission

Complete Supplemental Questionnaire, if applicable

Applicant Name: illiams Dwight Earl

[redacted]

Email Address: [redacted]

Employer Name Self-employed

Employer Address New Bethel Baptist Church

Voter Registration: The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin County Mosquito and Vector Control District to be registered voters of the City of Stockton. Please fill out the information below if you are applying for one of these positions so that your voter registration may be verified:

Name: _____

Address: _____

City: _____ Zip Code: _____

Signature: _____

(Form adopted by City Council on 10-10-95; Revised 12/13/10)
::ODMA\GRPWISE\COS.CC.CC_Library:125665.1

Dwight Williams
APPLICANT NAME

City of Stockton
APPLICATION CONTINUED

Please state the reason you would like to be a member of this board/commission: I feel that I have the right set of experience for this Commission

Have you served on an advisory group before? Yes If yes, please explain: Stockton Planning Commission

How did you hear about the position? Stocktongov website

City Council Policy 100-2 states that board/commission members are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?
Yes ✓ No _____

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group? Yes _____ No ✓
If yes, please explain _____

SUPPLEMENTAL QUESTIONNAIRE: Please complete the following if applying for a vacancy on any of these listed boards/commissions/committees:

☐ **Stockton Arts Commission**
Outside of your profession indicate what type of Arts you are active in (circle any that apply): Music, Dance. Theater, Cinema, Photography, Architecture, Art Criticism, Textile Arts, Literary Arts, the Visual Arts, including (but not limited to) the Public or Environmental Arts, Graphic Arts, Design, Drawing, Painting, Printmaking, Sculpture, Ceramics, and Art History
Are you interested in or accomplished in fund-raising? ☐ Yes ☐ No

☐ **Building and Housing Board of Appeals/ Handicapped Access Board of Appeals**
Do you have experience in any of the following areas (circle any that apply): General Building Contractor, Plumbing Contractor, Electrical Contractor, or Mechanical Contractor; Engineer or Architect.
Are you a disabled citizen? ☐ Yes ☐ No

☐ **Central Parking District Advisory Board**
Do you own real property or are you an executive officer of a corporation that owns real property within the Central Parking District? ☐ Yes ☐ No Specify property address(es): _____

☐ **Climate Action Plan Advisory Committee**
Do you actively represent any of the following interest groups within the City of Stockton (circle any that apply): Environmental, Non-Profit Community Organization, Labor, Business, Developer

☐ **Cultural Heritage Board**
Are you knowledgeable have experience in, or extensive background in any of the following areas (circle any that apply): Historic or cultural traditions of the community, preservation, architecture, construction technology, real-estate, construction industry, California licensed Architect, Historian, Stockton resident for 40 years or longer.

☐ **Development Oversight Commission**
Do you work in Stockton or with a firm/organization that does business in Stockton? ☐ Yes ☐ No
State name/address of firm/organization: _____
Are you any of the following (check any that apply)
☐ Local architect/designer ☐ Local Civil Engineer ☐ Mixed Use Builder/Developer
☐ Local Representative from public at-large ☐ Local Non Profit Builder/Developer
☐ Port of Stockton Executive (CEO or Designee) ☐ San Joaquin Partnership Executive (CEO or Designee)
Building Industry Association ☐ Executive (CEO or Designee) or ☐ Mixed Use Builder/Developer
Builder's Exchange ☐ Executive (CEO or Designee) or ☐ General Contractor

Dwight Williams
APPLICANT NAME

City of Stockton
APPLICATION CONTINUED

☐ **Port Commission**
Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough, if so for how long? _____

☐ **Public Art Advisory Committee** (circle any that apply)
Employed as a professional visual artist, critic of contemporary visual art forums, or have knowledge of, or skill/experience in any of the following: activist for the visual environment, public art, regional/national individual artists work, understanding of ethnic/gender diversity, the Stockton Public Art Plan processes and implications for the City, decision-making ability, willingness to tolerate/promote change, new artistic & design expressions, community activities significant enough to confirm knowledge of issues and individuals within the community. Must be a resident of Stockton for at least 3 years.

☐ **San Joaquin Regional Transit District Board**
Have you resided within the Transit District boundaries for at least one year? ☐ Yes ☐ No
Are you a resident in the City of Stockton? ☐ Yes ☐ No

☐ **Stockton Measure W Oversight Committee**
Do you reside within Stockton's geographic boundary? ☐ Yes ☐ No Are you at least 28 years of age? ☐ Yes ☐ No
Are you an employee of any vendor, contractor or consultant doing business with the City of Stockton? ☐ Yes ☐ No

☐ **Council Water Advisory Group**
Do you reside within one of the Stockton Municipal Utilities' three utility service areas? ☐ Yes ☐ No If so, state which one: _____

☐ **Youth Advisory Committee** (fill in, circle, or check)
High school enrolled in: _____ Will you be a senior next committee term? ☐Yes ☐No
Are you a member of one of the following Community Centers? McKinley, Seifert and Seirra Vista, Stribley and Van Buskirk, other: _____
Which Council District do you reside in? District 1, 2, 3, 4, 5, or 6 (leave blank if you do not know).

BACKGROUND INFORMATION

WORK EXPERIENCE: List names, addresses, and dates of employers for the last five (5) years. Attach additional sheets of paper if needed.

FROM: MO. 1 DAY 8 YEAR 95 EMPLOYER NAME New Bethel Bapts Chu
TO: MO. _____ DAY Present YEAR _____ ADDRESS _____
DUTIES: lead minister of a local Church

FROM: MO. 6 DAY 5 YEAR 2009 EMPLOYER NAME New Genesis Housing Developme
TO: MO. _____ DAY Present YEAR _____ ADDRESS _____
DUTIES: Chief Executive of Housing Non-Profit

BUSINESS ENTERPRISES: List business name, including fictitious name and address of any business enterprises currently or previously owned or operated.

FROM: MO. 4 DAY 12 YEAR 1999 BUSINESS NAME Dwight Williams Enterprises
TO: MO. _____ DAY _____ YEAR _____ ADDRESS 2266 Pardola Ave
TYPE OF BUSINESS OR SERVICE RENDERED: Consultant

A resume reflecting experience, community activities, or other qualifications not listed below may be attached in order to assist the Council in evaluating your application. (Optional)

Dwight Williams
APPLICANT NAME

EDUCATION: _____

CONFLICT OF INTEREST: State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate twelve-month period prior to your appointment. Based on your best judgment, does this board or commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

Yes _____ No ✓ If yes, please explain. Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold._____

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests.

If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- **Investments**
- **Interests in Real Property (other than your residence)**
- **Interests in Real Property Held by a Business Entity or Trust**
- **Investments Held by a Business Entity or Trust**
- **Income (other than loans and gifts)**
- **Income – Travel Payments, Advances, Reimbursements**
- **Income Gifts**
- **Business Positions**
- **Commission Income Received by Brokers, Agents, and Salespersons**
- **Income and Loans to a Business Entity or Trust**
- **Income from Rental Property**

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at 937-8458.

CONVICTIONS: Conviction of a crime is not necessarily a bar to appointment. Each case is considered separately based on requirements of the position; however, failure to list convictions may result in disqualification.

1. Have you ever been convicted of a felony? If yes, please explain:

   No

2. List each civil action, if any, in which punitive or exemplary damages have been assessed against you, indicating in each instance the date of the trial, court judgment and the location of the court which rendered the judgment:

Dwight Williams
APPLICANT NAME

City of Stockton
APPLICATION CONTINUED
Page 5 of 5

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Signature _____ Date 12-30-2013

Please identify any specialized accommodations needed for equal participation: _____

The following information is voluntary and is gathered in accordance with State and Federal laws for the purpose of evaluating the effectiveness of our Affirmative Action and recruitment efforts. Please check: ✓ Male _____ Female

___White (Not Hispanic Origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East

✓ Black (Not Hispanic Origin) All persons having origins in any of the Black racial groups of Africa.

___Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

___American Indian or Alaska Native All persons having origins in any of the original peoples of North America and who maintain cultural identifications through tribal affiliation or community recognition. Please identify your tribal affiliation.

___Filipino All persons having origins in the Philippine Islands.

___Asian

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- ☐ Measure W Oversight Committee
- ☐ Parks and Recreation Commission
- ☐ Planning Commission
- ☑ Port Commission
- ☐ Public Art Advisory Committee
- ☐ San Joaquin County Commission on Aging
- ☐ San Joaquin County Mosquito And Vector Control District
- ☐ San Joaquin Regional Transit District Board
- ☐ Water Advisory Group
- ☐ Youth Advisory Commission (must be in high school to serve on this Commission)

Dr. Gene E. Bigler
[redacted]

February 4, 2013

Stockton City Council
425 N. El Dorado Street
Stockton, CA 95202

Dear Council Members:

Thank you for your consideration of my application to become a member of the Stockton Port Commission. I am grateful for the opportunity and delighted with the prospect of being able to serve our community by helping advance the work of our most vital global connection.

My interest in maritime commerce is nearly life long and has at times been very intense. As a student at the University of the Pacific in the 1960s, our inland port and the waterways to the San Francisco Bay first aroused my attention. During the spring break of my freshman year, I spent five days on a house boat with a classmate's family and three other friends. I was awed as ocean going vessels passed nearby a couple of times and intrigued with Admiral Whipple's, my classmate's father, stories of the marine world. It encouraged me to visit the port whenever an occasion arose, and I am embarrassed to admit that I even became a bit envious when a couple of classmates got chances to do longshoreman work while I had less exotic jobs.

After graduating in 1967, I was a Fulbright Scholar at the University of Ecuador and lived in Guayaquil, another great Pacific Coast riverine port. While there, besides studying diplomacy and international economics, I formed an unusual but strong friendship with an Ecuadorian naval officer who was a senior official at the port. My friend became my best man in 1968, and over the years our continuing friendship created numerous opportunities to learn about, sometime observe and even get tangentially involved in his work during a long tenure as the Chief of the Port of Guayaquil and after retirement his consulting on port development for over a decade on projects for the World Bank.

The interest in maritime commerce that I developed in Ecuador also led me to emphasize trade policy studies on the economic side of my graduate studies in international relations at The Johns Hopkins University School of Advanced International Studies. Afterwards, in my first academic appointment as a professor in one of Latin America's leading graduate schools of management in Venezuela, I spent five years intermittently working on trade policy and international business. I also got involved in the development of business and public policy case studies on transportation planning, port development and intermodal transportation.

During the next stage of my career as a professor in Arkansas, I was not much involved in maritime commerce, but I was heavily engaged in international activities and business promotion thru the Arkansas Exporters' Roundtable and the State's international trade office. As a result, I was appointed by Secretary of Commerce Baldrige to the Ozarks Regional Board of the International Trade Commission. One of the highlights of my work there included helping organize and prepare the delegation of the first U.S. trade mission, largely from Arkansas, to China. Some of my articles ("Where in the World is Arkansas") and public lectures and a forum I organized there helped raise attention and public support for international trade promotion because it was not widely known that Arkansas had become America's second leading exporting state, Riceland Foods, Hart soybeans, Tyson meat and poultry, Orbit petroleum valves and pipes, Jacuzzi irrigation systems, and so on, even before Wal-Mart really got in the game.

In 1984, I entered U.S. government service and my community involvement declined enormously and much to my regret; however, the amount of international travel, or simply living overseas, forced me to forsake, just temporarily as it turned out, even my membership in Rotary International. The work I did for USIA and the Department of State also only secondarily involved international business and rarely maritime commerce until 2000. In that year I was appointed Counselor for Economic and Political Affairs at the U.S. Embassy in Panama. It was one of the most enjoyable assignments of my career as the officer responsible for developing new treaties and programs of cooperation with the Government of Panama and the Panama Canal Authority after the U.S. turned the Canal Zone and all our property over to Panama and the Panama Canal Treaty of 1977 expired.

The work in developing four major cooperation agreements with Panama and the Canal Authority, and even laying the groundwork for the recently actuated Free Trade Agreement with Panama, was challenging and exciting and right at the heart of maritime commerce and international trade and cooperation. As a result of my official responsibility, I was treated like an ex officio member of the Canal's International Advisory Board which included the Director of the International Maritime Organization (IMO) and a number of magnates of the global shipping industry, and I assisted directly in the U.S. campaign to devise and get the IMO to adopt the new International Shipping and Port Security (ISPS) Code after the 9/11 attacks.

My extensive collaboration with senior officials of the United States Coast Guard during my work in Panama led directly to my subsequent appointment on the international affairs staff of the Commandant and official liaison of the Department of State. That assignment, one of the highlights of my career, came just as the Department of Homeland Security was being formed, and gave me a unique opportunity to understand the new department and assist for a time with the design and application of the new port security regime that has been deployed in the U.S. over the last decade.

In 2005 the University of the Pacific invited me to return to my alma mater to help in expanding international programs and especially in reviving Inter-American studies, so I decided to retire

from the Foreign Service and resume my academic career. Just a few months later when we were back in Panama to spend Christmas with friends, one of these friends, the Director of the great Manzanillo International Terminal, pointed out to me that a former colleague of his was the director of the Port of Stockton and suggested that I get in touch with Richard Aschieris. A few months later, I met with Aschieris and started the process that extends to this day of learning about and closely monitoring the important work that our Port does.

Indeed, my enthusiasm for the Port has led me to make the discussion of the Port and Stockton's global maritime connections an integral and at times even a featured part of my teaching and public lecturing about international relations. Last year, in a lecture series on California's global connections for Pacific's Osher Lifelong Learning Institute, I got the audience at O'Connor Woods so enthusiastic about our Port that they asked me to organize two tours of the Port. I was delighted to do so, and it was actually some of the participants in those tours who first suggested to me that I should consider applying for one of the openings on the Port Commission after they were announced.

This experience has also suggested to me how I can probably best serve the Port as a Commissioner. Of course, I am vitally interested in the overall work of the Port and the role of the Commission in providing guidance for it, and I believe that I have a great deal of pertinent background and competencies for the guidance task, as I have shown here. However, I also believe that our community is less aware, appreciative and supportive of our Port than it should be. My background, skills and inclinations are ideal for helping promote greater community understanding of the Port and our city's global connections in an era of high security when it is impractical for most citizens even to take the kind of tours I arranged for the O'Connor Woods residents. Instead, we need to reach out to build understanding, as I did in Arkansas, and I know that it would be a lot of fun to spread the important news about how dynamic the Port is and how vital our global connections are for our prosperity.

In closing, I welcome the opportunity that I understand will come to be interviewed by the Council about my interest. However, I want to take this opportunity to inform you that I will be in Panama for just over three weeks at the beginning of March and will not be available during that period. I have attached a brief resume to highlight my community service, and I would be happy to provide my much longer curriculum vitae if that would be helpful. Thank you, again, for your consideration. I look forward to the opportunity to work with you and join you in service to our city.

Sincerely yours,

Gene E. Bigler, Ph.D.

Dr. Gene E. Bigler
[redacted]

February 12, 2014

Stockton City Council
425 N. El Dorado Street
Stockton, CA 95202

Dear Council Members:

Thank you, again, for your consideration of my application to become a member of the Stockton Port Commission. I first wrote you almost exactly a year ago to apply for one of the 2013 openings on the Port Commission, so this letter is to request your consideration for another opening which has just occurred. Several of the members of the Council encouraged me to reapply in the event that I was not successful last year, and I am happy to follow that advice at this time.

A lot has happened over the last year, but my interest in the work of the Stockton Port Commission remains as lively as ever. For the sake of brevity, I will not revisit the information I provided last year, but will attach that document for reference. Similarly, the CV I provided you last year needs only minor updating that can be covered in this letter.

I remain as actively engaged in our community as ever. I continue to organize or assist community groups in visiting the Port, and just last week I delivered another public lecture on the importance of the Port for Stockton's international business connections. I am delighted to report that I prepared or contributed to several major grant applications that have already secured over $70,000 for PUENTES this year, and these funds have enabled us to start three new projects. We have also had a second very good year at JOAQUIN magazine and won a good deal of critical acclaim for our publication, as well as the interest of the Cien Amigos organization based in Sacramento in working with us. COMA is also thriving under new leadership, and with an election year upon us I have increased my activity in the Hispanic Political Club. I am also now assisting the Mexican Heritage Center in preparing funding proposals. The one activity that I have changed has been to withdraw from the Board of the Stockton Sister Cities Association after five years of service there.

Professionally, I continue as an adjunct professor at Humphreys College and lecture in the Osher Lifelong learning program at the University of the Pacific. Here, however, is where the biggest change occurred. The Panama Canal Authority contracted me early last summer to serve as a consultant for their senior management on geostrategic issues related to the expansion of the canal and the evolution of the global shipping industry. I completed this fascinating six month

assignment just a few weeks ago and am pleased to report that there is a good prospect that I will be asked to resume this work in the not too distant future. Although the research, consultations and reporting involved require a considerable amount of international travel, the really good news is that the schedule is quite flexible, so that I have been able to continue almost all of my local activities, except the Sister Cities, without neglecting any important commitments here.

One other activity of a more regional nature in which I am engaged is also relevant, so deserves mention here. I was one of the founding members of the Cien Amigos that was started a few years ago to take advantage of the Centennial celebration to strengthen relations between Mexico and California. The organization continues to work closely with the Mexican Consulate General, to serve as an advocate on binational issues, and to increase educational opportunities for our youth. At a meeting last night in Sacramento, we learned that we will also be actively engaged in organizing the upcoming visit of President Enrique Peña Nieto to Sacramento later this year and then later assist with Governor Brown's trip to Mexico. As one of primary organizers of President Vicente Fox's visit to Stockton three years ago, I look forward to making sure that Stockton interests are fully involved in this visit, as well.

The reason for closing this letter with reference to this activity is to draw attention to the degree of my international activities and connections and potential for utilizing these connections for the benefit of our Port. Director Aschieris and his colleagues do a marvelous job, and we are well connected to 55 countries. However, we are much less connected to Mexico and the countries of Latin America than we might be, and I believe my international experience and engagements could prove to be especially beneficial for the Port and our community at this time.

Again, I thank you for your consideration and assure you of my commitment to meeting the highest standards of community service.

Sincerely yours,

Gene E. Bigler, Ph.D.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING ONE MEMBER TO THE STOCKTON PORT COMMISSION

One vacancy exists on the Stockton Port Commission due to the term expiration of Sam Toccoli on January 20, 2014; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

The City Council hereby appoints _____ to serve on the Stockton Port Commission for a term commencing immediately upon appointment and expiring December 31, 2017.

PASSED, APPROVED, and ADOPTED _____March 4, 2014_____.

_____
ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

_____
BONNIE PAIGE
City Clerk of the City of Stockton

15.2 14-0279 DECLARING MARCH COVER STOCKTON MONTH

RECOMMENDATION

It is recommended that the Council adopt a Resolution declaring March as Cover Stockton Month.

Department: City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent

City of Stockton

Legislation Details (With Text)

File #:	14-0279 Version: 1		
Type:	New Business	Status:	Agenda Ready
File created:	2/25/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	DECLARING MARCH COVER STOCKTON MONTH RECOMMENDATION It is recommended that the Council adopt a Resolution declaring March as Cover Stockton Month.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Proposed Resolution - March as Covered Stockton Month		

Date	Ver.	Action By	Action	Result

DECLARING MARCH COVER STOCKTON MONTH

RECOMMENDATION

It is recommended that the Council adopt a Resolution declaring March as Cover Stockton Month.

Summary

The proposed Resolution is intended to raise awareness and garner support for efforts to educate the community about opportunities afforded through the Patient Protection and Affordable Care Act and Covered California programs. The Resolution declares March as Covered Stockton month and calls on community partners and the City to work together to provide information to all residents about the importance and availability of health care in this country.

DISCUSSION

Background

In 2010 the federal government enacted the Patient Protection and Affordable Care Act which aims to increase the number of Americans with insurance and cut the overall costs of health care. In addition, Covered California was created by the State of California to develop an organized marketplace where eligible residents can buy health coverage and verify if they qualify for federal or state health programs.

Present Situation

Enrollment in health plans through Covered California began on October 1, 2013, with outreach and awareness efforts issuing from a variety of sources. However, the enrollment in San Joaquin County has not been as high as expected. The eligibility period for enrolling in Covered California remains open until March 31, 2014, providing additional opportunity to encourage community members to take advantage of the benefits available through the program.

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION DECLARING MARCH COVER STOCKTON MONTH

WHEREAS, In 2010 the federal government enacted the Patient Protection and Affordable Care Act which aims to increase the number of Americans with insurance and cut the overall costs of health care; and

WHEREAS, Covered California was created by the State of California to develop an organized marketplace where eligible residents can buy health coverage; and

WHEREAS, Stockton is a city with approximately 29 percent of its population living without health insurance, which is higher than the state average of 18.5 percent; and

WHEREAS, Lack of medical insurance compromises the ability of these individuals to maintain their health; and

WHEREAS, the uninsured are less likely to have been seen by a physician recently, receive preventative care such as immunizations or cancer screenings, or to avoid hospitalization for serious conditions; and

WHEREAS, Health insurance rates are linked to employment rates since many people have employment-based coverage; and

WHEREAS, the unemployment rate in Stockton at 15.5 percent is higher than the state unemployment rate of 8.9 percent; and

WHEREAS, the right to affordable health care coverage is no longer a dream and has become a reality for many of our citizens; and

WHEREAS, Stocktonians remain committed to working together for healthy neighborhoods, along with our community partners, schools, community-based organizations, unions, and health conscious citizens to become a city that is dedicated to ensuring access to health care for all citizens; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. March will be Covered Stockton month, a month where community partners and the City work together to provide information to all residents about the importance and availability of health care in this country; and

2. Stockton will continue to work with residents and community organizations to promote a healthy and insured citizenry.

PASSED, APPROVED, and ADOPTED _____March 4, 2014_____.

_____
ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

_____
BONNIE PAIGE
City Clerk of the City of Stockton

16.1 14-0173 PUBLIC HEARING: APPROVE THE ADOPTION OF A NEW COMBINED COMMERCIAL FOOD SERVICE ESTABLISHMENT AND WATER QUALITY CONTROL INSPECTION FEE

RECOMMENDATION

This public hearing is to consider public comment and testimony regarding the approval of a resolution amending the Fiscal Year 2013-2014 Schedule of Fees by adding a new Commercial Food Service and Water Quality Control combined inspection fee.

The new inspection fee will reimburse the City for staff time and associated costs of conducting the annual inspection and will reduce costs by $78 per inspection for commercial food service establishments through consolidating and reducing the total number of required annual inspections.

At the conclusion of the public hearing, it is recommended that the City Council adopt a resolution and approving an amendment to the

2013-2014 Schedule of Fees by adding a Commercial Food Service Establishment Water Quality Control Inspection Fee.

Department: Municipal Utilities

City of Stockton

Legislation Details (With Text)

File #:	14-0173 Version: 1		
Type:	Public Hearing	Status:	Agenda Ready
File created:	1/29/2014	In control:	City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority Concurrent
On agenda:	3/4/2014	Final action:	
Title:	PUBLIC HEARING: APPROVE THE ADOPTION OF A NEW COMBINED COMMERCIAL FOOD SERVICE ESTABLISHMENT AND WATER QUALITY CONTROL INSPECTION FEE RECOMMENDATION This public hearing is to consider public comment and testimony regarding the approval of a resolution amending the Fiscal Year 2013-2014 Schedule of Fees by adding a new Commercial Food Service and Water Quality Control combined inspection fee. The new inspection fee will reimburse the City for staff time and associated costs of conducting the annual inspection and will reduce costs by $78 per inspection for commercial food service establishments through consolidating and reducing the total number of required annual inspections. At the conclusion of the public hearing, it is recommended that the City Council adopt a resolution and approving an amendment to the 2013-2014 Schedule of Fees by adding a Commercial Food Service Establishment Water Quality Control Inspection Fee.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:	Attachment A - AMENDMENT TO 2013-2014 FEE SCHEDULE Proposed Resolution - Food Service Establishment Fee		

Date	Ver.	Action By	Action	Result

PUBLIC HEARING: APPROVE THE ADOPTION OF A NEW COMBINED COMMERCIAL FOOD SERVICE ESTABLISHMENT AND WATER QUALITY CONTROL INSPECTION FEE

RECOMMENDATION

This public hearing is to consider public comment and testimony regarding the approval of a resolution amending the Fiscal Year 2013-2014 Schedule of Fees by adding a new Commercial Food Service and Water Quality Control combined inspection fee.

The new inspection fee will reimburse the City for staff time and associated costs of conducting the annual inspection and will reduce costs by $78 per inspection for commercial food service establishments through consolidating and reducing the total number of required annual inspections.

At the conclusion of the public hearing, it is recommended that the City Council adopt a resolution and approving an amendment to the 2013-2014 Schedule of Fees by adding a Commercial Food Service Establishment Water Quality Control Inspection Fee.

Summary

The City's Fats, Oils, and Grease (FOG) Ordinance addresses the proper disposal of FOG for Food Service Establishments (FSE) to help prevent sanitary sewer overflows. The FOG Ordinance requires the annual inspection by Municipal Utilities Department (MUD) staff of FSEs to ensure proper FOG discharge methods, cleaning and routine maintaining of grease interceptors, and staff training on Kitchen Best Management Practices to prohibit the discharge of FOG into the sewer system.

In addition, the City's Stormwater National Pollutant Discharge Elimination System (NPDES) Permit, as issued by the State Water Regional Control Board, also requires the City to conduct stormwater pollution prevention inspections at all facilities identified as a having the potential to be a significant source of stormwater pollution. All FSEs are identified in the City's NDPES Permit as a significant source of stormwater pollution.

If approved by Council, the recommended action will authorize MUD to combine these inspections so that FSEs are only inspected once during the year for FOG and stormwater quality control compliance to reduce fees charged to local businesses.

DISCUSSION

Background

Historically, the City has had a problem with sanitary sewer overflows (SSO). Between 2002 and 2009 there was an average of 320 SSOs per year. FOG has been a major contributor to the SSO problem. The City was sued by the California Sportfishing Protection Alliance (CSPA) in 2008, which resulted in a Consent Decree approved by the City Council (Resolution 09-0248) on July 28, 2009. One provision of the Consent Decree required MUD to adopt a FOG Ordinance to control the discharge of FOG from FSEs. On January 26, 2010, the City Council adopted the FOG Ordinance and has since implemented it throughout the City. The FOG Program together with significant efforts put forward by MUD Collections staff has greatly reduced the number of SSOs in the City.

The NPDES Stormwater Permit requires the City conduct pollution prevention and outreach visits to food service establishments at least twice during the five-year permit cycle. Sites to be inspected in 2014 include those that were previously inspected during the round of inspections during Fiscal Year 2011-2012.

The current fee for a FOG Inspection is $106, as approved in the Fiscal Year 2013-2014 Fee Schedule. The current fee for a Stormwater Program Commercial Facility Inspection is $149. Food establishments that must be inspected by both programs would be visited twice during 2014 and could be charged a total $255.

Present Situation

The City of Stockton has approximately 700 commercial FSE sites that will be inspected under both the FOG and Stormwater Pollution Prevention Programs in 2014. The scope of work that is performed by staff includes the following:

- Inspection of proper cleaning and maintenance of grease control devices
- Inspection of proper storage and disposal of grease
- Review of kitchen Best Management Practices
- Employee training
- Recordkeeping of equipment pumping, cleaning, and maintenance
- Inspection of property exterior site cleanliness
- Data reporting
- Providing information on FOG and Stormwater Permit requirements and best management practices

It is proposed that total inspection costs to FSEs can be reduced by combining program efforts and performing these inspections with qualified MUD staff. Staff recommends that a new combined inspection fee of $177 be approved, which will reduce annual inspection costs to the commercial FSEs by $78 in 2014. This savings is attributed to the use of qualified MUD staff instead of contract inspectors and an overall reduction of inspection time and administrative costs. Any re-inspections of facilities deemed to be out of compliance with the requirements of either the FOG Program or Stormwater Pollution Prevention Program will be re-inspected by that specific program and charged the re-inspection fees for that program as approved in the Fiscal Year 2013-2014 Fee Schedule.

Staff does not recommend eliminating or supplanting any existing inspection fees in the FY 2013-2014 Fee Schedule with the new inspection fee because the City is also required to inspect other businesses including auto body shops, auto dealers, auto repair shops, dry cleaners, equipment rental establishments, kennels, nurseries, and retail gasoline outlets for Stormwater compliance. The existing commercial and industrial facility inspection fees will be charged to reimburse the Stormwater Program for those inspections.

FINANCIAL SUMMARY

The inspection requirements of the FOG Ordinance and Stormwater Pollution Prevention Programs are self-supporting through inspection fees and user fees. Establishing this new Inspection Fee is anticipated to reduce annual fees to inspected food service establishments by $78 or Citywide by nearly $55,000 in calendar year 2014. Attachment A reflects the format in which the fee will appear in the Amended 2013-2014 Fee Schedule.

The total revenue generated from this new fee is anticipated to be nearly $124,000 in 2014. The fees collected under the combined fee would be proportionately split to provide reimbursement to both programs including 66% to the FOG Program (431-0000-349.51-00) and 34% to the Stormwater Program (441-0000-349.60-04).

There is no impact to the General Fund, or any other unrestricted funds, from this action.

Attachment A - Amendment to 2013-2014 Fee Schedule

Municipal Utilities Department
Wastewater & Stormwater
(209) 937-8700
AMENDMENT TO 2013-2014 FEE SCHEDULE

Account #	Pay Code	Effective Date	Description	Current Amount	Proposed Amount
Varies*		2/26/2014	Combined Commercial Food Service Establishment and Water Quality Control Inspection	New	$177

* Inspection fee collected will be split proportionately between the Pretreatment/Source Control and Stormwater Programs; 66% of fee to reimburse the FOG Program (431-0000-349.51-XX); 34% of fee to reimburse the Stormwater Program (441-0000-349.60-XX)

Attachment A

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION AMENDING THE 2013-2014 SCHEDULE OF FEES BY ADDING A COMMERCIAL FOOD SERVICE ESTABLISHMENT WATER QUALITY CONTROL INSPECTION FEE

The City's Fats, Oils, and Grease (FOG) Ordinance requires the annual inspection by the Municipal Utilities Department of Food Service Establishments (FSE) to help prevent sanitary sewer overflows by ensuring these establishments are discharging of their FOG properly, cleaning/routinely maintaining their grease interceptors, and training their staff on Kitchen Best Management Practices to prohibit the discharge of FOG into the sewer system; and

The City's Stormwater National Pollutant Discharge Elimination Systems (NPDES) Permit as issued by the State Water Regional Control Board also requires the City to conduct stormwater pollution prevention inspections at all facilities identified as having the potential to be a significant source of stormwater pollution; and

All FSEs are identified in the City's NPDES Permit as a significant source of stormwater pollution; and

The City of Stockton must recover its costs to operate and maintain both the sanitary sewer and stormwater systems; and

By combing program inspection efforts and performing these inspections with in-house staff, the City can reduce total inspection costs; instead of charging a FOG Inspection Fee of $106 and a Stormwater Commercial Facility Inspection Fee of $149, the new combined fee will only be $177 for a savings of $78; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Municipal Utilities Department Commercial Food Service Establishment Water Quality Control Inspection Fee in the amount of $177 is hereby approved and effective immediately.

2. The Food Service Establishment Water Quality Control Inspection Fee is hereby incorporated into the 2013-2014 Fee Schedule.

3. The City Manager, or his designee, is authorized to approve modifications to reduce total inspection costs by combining inspection forms and efforts by the FOG and Stormwater Pollution Prevention Programs to support the City's objective to support commercial FSEs.

4. The City Manager is hereby authorized to take whatever actions are appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED March 4, 2014

ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE, City Clerk
of the City of Stockton

City of Stockton

Legislation Details (With Text)

File #:	14-0169 Version: 1		
Type:	Informational Items	Status:	Agenda Ready
File created:	1/29/2014	In control:	Water Advisory Group
On agenda:		Final action:	
Title:	ANNUAL FILING PERIOD FORSTATEMENTS OF ECONOMIC INTEREST - FORM 700 NOTIFICATION This item is to serve as notification to department staff, board and commission members, and elected and appointed officials, of the filing requirement and approaching deadline for the annual Statement of Economic Interest Statement (Form 700) filing. Completed statements are required to be filed with the Office of the City Clerk by April 1, 2014, as set by the Fair Political Practices Commission. The reporting period covered is January 1, 2013 through December 31, 2013.		
Sponsors:			
Indexes:			
Code sections:			
Attachments:			

Date	Ver.	Action By	Action	Result

ANNUAL FILING PERIOD FOR STATEMENTS OF ECONOMIC INTEREST - FORM 700

NOTIFICATION

This item is to serve as notification to department staff, board and commission members, and elected and appointed officials, of the filing requirement and approaching deadline for the annual Statement of Economic Interest Statement (Form 700) filing. Completed statements are required to be filed with the Office of the City Clerk by April 1, 2014, as set by the Fair Political Practices Commission. The reporting period covered is January 1, 2013 through December 31, 2013.

Summary

The California Political Reform Act, administered through the Fair Political Practices Commission (FPPC), requires local officials, employees, candidates, and consultants designated in a conflict of interest code to disclose certain economic interests if they make or participate in making governmental decisions that could affect their personal economic interests. Every state and local government agency is required to adopt a unique conflict of interest code.

The code lists each position within the agency and requires persons holding those positions to file a Form 700 disclosing certain personal economic interests as determined by the code's "disclosure categories." Members are to complete a statement when assuming their position, annually, and when leaving office. In addition, individuals of newly created positions or bodies of an agency, not yet covered under the conflict of interest code must also file a Form 700, if the individual serves in a position that makes or participates in making government decisions.

Officials who hold a position specified in Government Code Section 87200 do not file under the conflict of interest code, but under the broadest disclosure category as set by the Code.

Statements filed after April 1, 2014 will be subject to a late fine of $10 per day, per position, for each day the statement is late, up to $100 pursuant to Government Code Section 91013. Non-compliance will merit further enforcement action which may include removal from the Board or Commission.