



AMERICAN BARCODE  
AND RFID

3431 East Elwood St  
Phoenix AZ 85040  
United States  
(800) 274-0324

CITY CLERK  
ORIGINAL

AB&R Sales Order

Order Date  
Sales Order #

9/10/2013  
578097

C-8288-1  
11/21/2013

Customer P.O. #  
Terms  
Sales Person  
Transaction Contact  
End User PO#

MC09102015  
Net 30  
Dan Trainor  
17653 Glendale Police Dept. /  
MC09102013

Bill To

Accounts Payable  
Glendale Police Dept / Technical  
6835 N 57th Drive  
Glendale AZ 85301

Ship To

Accounts Payable  
Glendale Police Dept / Technical  
6835 N 57th Drive  
Glendale AZ 85301

Item #	Description	Qty	EA	Unit Price	Amount	Contract/Custom Invoice #
ABSPS-POMSUPPORT	1 -YEAR SUPPORT for CUSTOM Software for Motorola MC7090 "PETS" application S/N O0084051 Eff 9-27-13 to 9-26-14	1	EA	4,000.00	4,000.00	S/N. O0084051 Eff 9-27-13 to 9-26-14
ZB0-GSER-1C0-ABR	SmartCare Annual Service Agreement w/5-Day Depot repair, all labor, parts, Comprehensive & ground shipping back to our client located in the U S A Zebra GK420 printers S/N 29A08330242; 29A08330243; 29A08330244, 29A08330312, 29A08330314, 29A08400002, 29A08400003, 29A08410044 Eff. 10-20-13 to 10-19-14	8		57.00	456.00	S/N. 29A08330242; 29A08330243, 29A08330244; 29A08330312; 29A08330314, 29A08400002; 29A08400003; 29A08410044 Eff. 10-20-13 to 10-19-14
ON SITE	ON SITE MAINTENANCE	1		0.00	0.00	

Subtotal 4,456.00  
Total Tax (AZ\_MARICOPA CO\_GLENDALE 9.2%) 368.00  
Total \$4,824.00

Terms and Conditions

<http://www.abrfid.com/ABRCompany/Terms-and-Conditions>



578097

## MASTER SOFTWARE SERVICES AGREEMENT

This Master Software Services Agreement (the "Agreement"), dated as of \_\_\_\_\_ (the "Effective Date"), by and between American Barcode and RFID Incorporated, an Arizona corporation (the "Company"), with its registered office at 3431 East Elwood Street, Phoenix, AZ 85040 and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Customer"), with its registered office at \_\_\_\_\_.

WHEREAS, Customer desires to obtain from Company support for the software set forth on Exhibit A (collectively, the "Software") in accordance with the terms and conditions of this Agreement.

WHEREAS, Company is willing to provide support for the Software on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties to this Agreement agree as follows:

### **1. Definitions**

For purposes of this Agreement, the following terms shall have the following meanings:

- (a) "Documentation" shall mean the standard user documentation, manuals and other printed materials delivered to Customer by Company which relate to the Software.
- (b) "License" shall mean, collectively, any of the licenses granted, under separate End User License Agreements or other written agreements, between Company and Customer authorizing Customer to use the Software.
- (c) "Error Corrections" shall mean any fixes, patches and work-arounds produced by Company that resolve errors, problems and nonconformities of the Software and Documentation.
- (d) "Tier One Matters" shall mean Questions or problems about basic functionality that can be easily resolved on the phone by the Company's Technical Support Team
- (e) "Tier Two Matters" shall mean Questions or problems that are more complex than Tier One Matters, such as bug resolution and /or customer data incompatibility, and which may require remote access to customer computer systems via remote support tools by Company's programmers.
- (f) "Updates" shall mean any revisions, modifications, updates and corrected versions of the Software that consist of substantially identical content to a previous version. Updates are usually designated by the same numeric prefix but different numeric suffix (e.g., 1.3 would be an Update to 1.2)

- (g) "Upgrades" shall mean new sequels and versions of the Software that consist of similar content to a previous version but with significant new or added content and/or features. Upgrades are usually designated by the same name with a different numeric prefix (e.g., 2.0 would be an Upgrade to 1.0).

### **2. Software Support**

- (a) **Standard Support.** Upon timely payment of the fees set forth in Section 4 and subject to Customer's compliance with the terms and conditions of this Agreement and the License, Company shall provide support for the Software to Customer consisting of the following (collectively, the "Software Support Services").
  - i) Web-based technical support resources will be available (generally 24-hour a day) on a section of the Company's web-site ([www.ABRFID.com](http://www.ABRFID.com)).
  - ii) Telephone (toll free in continental U.S.) and e-mail support during Company's normal working business hours, 8AM to 5PM Arizona Mountain Standard time (the "Business Hours"), which consists of:
    - (1) Access to Company technical staff to report problems and seek assistance in using the Software;
    - (2) Responses to questions relating to Software;
    - (3) Clarification on Documentation,
    - (4) Problem diagnosis for problems occurring with the Company-supplied Software. If the problem is determined to result from software not supplied by Company, the problem diagnosis effort will be billed to the Customer at Company's standard hourly rates at the time the problem diagnosis effort is performed.
  - iii) If on site support is requested, and Company agrees to provide it, Customer shall pay any and all reasonable travel, meal and lodging expenses incurred by Company in connection with any on-site support and maintenance.
  - iv) Error Corrections, on commercially reasonable efforts and, when practical via e-mail, will be provided to Customer for Company-developed and Company-customized components of the Software reported in accordance with the Company's then-current error reporting procedures. Error Corrections that cannot be provided via e-mail will be provided via CD shipped to the Customer. When a problem is determined to result from a third party software product (i.e., XP, Windows Vista, etc.), Company will facilitate the problem

resolution process and bring third party supplier technical resources to bear as appropriate. The timely creation of any required fix is the responsibility of the third party software developer.

v) Company-developed Updates will be made available on a periodic basis and, when practical, via e-mail. Updates that cannot be provided via e-mail will be provided via CD shipped to the Customer.

vi) Company-developed Upgrades are not included in the Software Support Services, however, Upgrades will be made available to Customer on a periodic basis at a discounted price.

(b) **Extended Hours Support Option.** Extended hours for Software Support Services may be purchased, when made available by Company and upon request of Customer, for an additional fee (the "Extended Support Fees"). The Extended Support Fees will be based upon the specific coverage requirement, consisting of a base rate per eight (8) hour extended coverage period, and a one-hour minimum per call charge. All time involved in support activities including the initial call, problem diagnosis and resolution, and any follow-up activities or call backs will be billable at 150% of the then prevailing Company hourly rates. Access to Company technical staff will be available via a cell phone. Multiple staff members will be on call for all coverage periods. A single technician will be assigned primary responsibility. Other technicians will be on call with backup responsibility. The Customer will receive a call back within a commercially reasonable period of time, usually within one (1) hour.

(c) **Response Time Commitment.** Customer, as a Software Support Services subscriber, will receive priority response over non-subscribers. Company shall use commercially reasonable efforts to respond to (i) Tier One Matters within two (2) Business Hours and (ii) Tier Two Matters within eight (8) Business Hours. Response times will be calculated from Company's receiving from Customer an error report in accordance with the Company's then-current error reporting procedures. Where Customer provides such an error report outside of Business Hours, Company will be deemed to receive the error report at the start of the next Business Hour. If the problem is determined to occur with a third party component of any Software, Company will work with the third party vendor to facilitate the solution in the shortest possible time frame. In the event that the third party vendor can not supply a "fix" within a time frame acceptable to the Customer, Company commits that all reasonable efforts will be made to create a "temporary fix" or "work around". The "temporary fix" or "work around" will be supported until the third party vendor provides a "permanent fix" for the problem.

(d) **Database Maintenance.** Company shall have no obligation to provide support or maintenance for Customer databases and such services are not included in

the Software Support Services. Company may, upon request of Customer, provide such services for an additional fee (the "Database Maintenance Fees").

(e) **Other Limitations.** Software Support Services does not include: (1) licensing or delivery of the Software; (2) maintaining or repairing hardware; or (3) providing services required as a result of Customer's fault, misuse, negligence or failure to perform Customer's obligations and responsibilities under this Agreement and the License.

### 3. Customer Responsibilities and Support Conditions.

Company's obligation to provide the Software Support Services is subject to the following conditions:

(a) Customer prepaying, in full, all Annual Support Fees and, when applicable, Extended Support Fees and Database Maintenance Fees for the period Software Support Services are requested.

(b) Software being in the form of the most recent or immediately prior release of such Software and having not been modified from the standard form of such Software as is customarily licensed by Company to Company's other customers, except to the extent that Company specifically amends this Agreement to provide for any such Software Support Services with respect to Software that has been modified by Company.

(c) Customer using the Software in accordance with the terms and conditions of Customer's License.

(d) Customer providing Company with all information reasonably requested by Company from time to time in connection with Company's performance of Software Support Services.

(e) The processor on which such Software is being used, any operating system and other system software associated with such processor, and all other software upon which such Software relies or with which such Software is interdependent, is operating properly.

(f) When Company provides Error Corrections or Updates specified as mandatory, customer shall implement them within ninety (90) days of their availability. Failure to implement a mandatory update may result in Company's inability to support the old version of the product. Any system integration efforts or prerequisite software installation requirements (such as a specific operating system version) that are needed to utilize Software enhancements or to bring the Customer up to the "latest" product release level are the Customer's responsibility. Upon reasonable prior notification by Customer, Company can provide technical resources to implement these changes. All such work will be billable to the Customer at the then prevailing Company hourly rates.

- (g) Customer providing to Company one or more individuals, as listed on the signature block of this Agreement, to serve as Customer's primary contact with Company for Software Support Services issues and problems. Such individual(s) shall have the ability and training to communicate effectively the technical aspects of issues and problems related to the Software to Company and to receive, interpret and apply corrective instructions from Company.

If Company provides Software Support Services to Customer under circumstances where one or more of the conditions set forth above have not been satisfied, then Customer agrees to pay to Company, within ten (10) days of Company's invoice date and at Company's then-current hourly rates, an additional fee for such services based on the services provided.

#### 4. Fees.

- (a) **Initial Software Support Term Fees.** In consideration of Company providing the Software Support Services for the Initial Software Support Term (set forth on Exhibit A), Customer shall pay to Company the Annual Support Fees as set forth in Exhibit A. The Annual Support Fees shall be payable in full on the Effective Date, provided, however, if the Initial Software Support Term is less than twelve (12) months the total Annual Support Fee shall be prorated on a monthly basis and a prorated portion of such total Annual Support Fee shall be payable in full on the Effective Date.
- (b) **Subsequent Periods.** For each Renewal Term following the Initial Software Support Term, Customer agrees to pay Company the Annual Support Fee on or before the first (1st) day of such twelve (12) month period. Any sum not paid when due shall bear interest at the lesser of ten percent (10%) per annum or the maximum rate permitted by law, computed for each twenty-four (24) hour period during which payment remains in arrears.
- (c) **Non-Refundability.** No termination of Software Support Services shall relieve Customer from its payment obligations, it being acknowledged by Company and Customer that Company has agreed to fix the amount of Customer's payment obligations in exchange for Customer's commitment to pay for Software Support Services throughout the Initial Software Support Term and, where applicable, any Renewal Terms. **ALL SOFTWARE SUPPORT FEES ARE NON-REFUNDABLE.**
- (d) **Expenses.** Customer shall pay any and all reasonable travel, meal and lodging expenses incurred by Company in connection with any on-site support and maintenance.
- (e) **Taxes.** Customer shall pay all international, federal, state or local tariffs, duties, withholdings and taxes (other than taxes on Company's net income), including, without limitation, sales, use, excise, privilege, ad valorem and property taxes, or amounts in lieu thereof, based on any fees or charges payable under this Agreement or based on

any Services performed hereunder, whether such tariffs, duties or taxes are now or hereafter imposed by said jurisdictions (collectively, the "Taxes").

#### 5. Proprietary Rights

- (a) All Software and Documentation (including but not limited to Error Corrections, Updates and Upgrades) developed and provided to Customer are the proprietary property of Company. With respect to all such materials, customer agrees to protect Company's rights therein and preserve the confidential nature thereof in accordance with the procedures and obligations set forth in the License.
- (b) Customer agrees that Customer's right (if any) to make copies of any Software and Customer's obligations regarding the use of such Software, as set forth in the License for such Software, shall also extend and apply to any Error Corrections, Updates, and Upgrades to such Software delivered under this Agreement.

#### 6. Term and Termination

- (a) **Initial Term and Renewal Rights.** The "Initial Software Support Term" of this Agreement shall be as set forth on Exhibit A. This Agreement shall automatically renew for successive twelve (12) month terms (each a "Renewal Term") unless either party provides written notice of its intent not to renew to the other party no less than thirty (30) days prior to the end of the then-current term.
- (b) **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event of:
- i) a breach by such other party in the payment or performance of any of such other party's obligations under this Agreement, provided such breach has not been cured within thirty (30) days after written notice thereof;
  - ii) the insolvency (however evidenced) of such other party, an assignment for the benefit of creditors by such other party, or the filing of any petition or the commencement of any proceeding by or against such other party under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment or indebtedness, reorganizations, compositions, or extensions (and, in the case of an involuntary petition or proceeding, the failure to cause the same to be dismissed or otherwise terminated within sixty (60) days of the filing or commencement thereof); or
  - iii) the dissolution, termination of business existence, business failure, suspension of the transaction of the usual business, or appointment of a receiver of or for such other party.



- (c) Upon the expiry or termination of this Agreement for any reason, each party will be released from all obligations to the other arising after the date of expiry or termination, except for those, which by their terms survive such termination or expiry. The termination of this Agreement in any of the circumstances aforesaid shall not in any way affect or prejudice any right accrued to any party against the other party, prior to such termination. For avoidance of doubt, it is clarified that immediately upon the expiry or termination of this Agreement for any reason whatsoever (i) the Software Support Services shall cease being performed; and (ii) any unpaid fees and charges due to Company hereunder shall become immediately due and payable.

#### 7. Service Warranty.

- (a) Company warrants that the Software Support Services will be performed in a professional and workmanlike manner using reasonably trained and qualified individuals and contractors capable of performing the Software Support Services in accordance with industry standards and practices. Customer's sole and exclusive remedy for breach of the foregoing warranty shall be to cause Company to use its commercially reasonable efforts to re-perform, without additional fees, any services that fail to comply with the foregoing warranty.
- (b) **DISCLAIMER OF WARRANTIES.** EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 6(a), COMPANY MAKES NO WARRANTIES TO CUSTOMER AND ANY THIRD PARTY, EXPRESS OR IMPLIED, CONCERNING THE SOFTWARE SUPPORT SERVICES AND OTHER ITEMS AND SERVICES PROVIDED HEREUNDER AND THE REMEDY PROVIDED IN SECTION 7(a) IS THE EXCLUSIVE REMEDY FOR BREACH OF SUCH WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7(a), ALL SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

#### 8. Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBCONTRACTORS BE HELD LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, LOSS OF USE, INTERRUPTION OF BUSINESS OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM AGGREGATE

LIABILITY (WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER FORM OF LIABILITY, INCLUDING WITHOUT LIMITATION INFRINGEMENT) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM ITS NEGLIGENCE, SHALL NOT EXCEED THE AMOUNT EQUAL TO THE PAYMENTS MADE BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD PRECEDING ANY DETERMINATION OF LIABILITY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

#### 9. Miscellaneous.

- (a) Notices: Any notice or other communication under this Agreement shall be in writing and shall be considered given when delivered personally, mailed by registered or certified mail, return receipt requested, nationally recognized overnight carrier or faxed to the parties at their respective addresses first set forth above (or at such other address as a party may specify by notice to the other).
- (b) Governing Law: The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, excluding that body of law applicable to choice of law. The parties consent and submit to the jurisdiction and venue of the state and federal courts located in Maricopa County of the State of Arizona to determine the validity, construction and performance of this Agreement.
- (c) Waiver: The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- (d) Force Majeure: Company shall be excused from liability for unusual delays or failure to deliver or fill any requirements under this Agreement where such delay or failure is caused by acts of God, fires, floods, strikes, work stoppages, accidents, allocations, terrorism or other controls, or regulations, including export or import regulations of any foreign or U.S. federal, state or local government, shortage of trucks or any other means of transportation, fuels, materials or labor, or any other cause beyond Company's reasonable control, whether or not similar in kind or class to those mentioned.
- (e) Dispute Resolution: In the event of a good faith dispute regarding this Agreement, the parties will negotiate in good faith to resolve such dispute. If the



dispute has not been resolved as provided herein within sixty (60) days of the initiation of such procedure, either party shall be free to seek appropriate legal recourse at law.

- (f) **Assignability:** This Agreement and the parties' rights and obligations hereunder may not be assigned by either party except with the express written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment not in compliance with the foregoing shall be null and void and of no effect; provided, however, that Company may assign this Agreement to a successor entity in the event of a merger, acquisition, sale, or license of all or substantially all of Company's assets or stock. Notwithstanding the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and its respective heirs, personal representatives, successors and assigns.
- (g) **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings between the parties hereto with respect to the subject matter hereof, including, without limitation, any warranties, representations, or agreements between Customer and Company not set forth in this Agreement.
- (h) **Modification:** No waiver, amendment or modification of this Agreement or any portion thereof, including future representations that are inconsistent with the terms set forth herein, will be valid unless made in writing and duly executed by each party hereto.

- (i) **Severability:** In the event one or more of the provisions contained in this Agreement shall be held invalid by a court of competent jurisdiction, that shall in no way affect the legality, validity, and enforceability of the remaining provisions contained herein.
- (j) **Acknowledgment:** Customer and Company acknowledge that they have read this Agreement, that they have had an opportunity to consult with an attorney regarding the terms and conditions hereof, that they fully understand the meaning and significance of such conditions, and accept and sign this Agreement at their own free will and complete understanding of its present and future legal effect.
- (k) **Representation on Authority of Parties/Signatories:** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
- (l) **Counterparts:** This Agreement may be executed in two or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) shown below.

American Barcode and RFID, Inc.,  
an Arizona corporation

By: [Signature]  
 Name: M. SRYCER  
 Title: CEO  
 Date: 10/30/13

[Insert Customer Name]

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

**Customer Contacts:**

Name: Glendaly Police Dept.  
 Telephone: 623 930 3059  
 Fax: 623 930 3023  
 E-mail: \_\_\_\_\_

Name: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Exhibit A**



**Software:** The Software developed pursuant to the System Requirement and Design Study prepared by Company for Customer.

**Annual Support Fee:** 18% of the Software Cost, as provided in the quotation attached to the Systems Requirement and Design Study prepared by Company for Customer

**Initial Software Support Term:** Twelve (12) months, starting on the Effective Date.

## ADDENDUM

American Barcode and RFID Incorporated (“Contractor”) further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale (“City”) retains the legal right to inspect the papers of Contractor or subcontractor employee who performs work under this Agreement to ensure that Contractor or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Contractor shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Contractor’s warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Conflicts.** The Master Software Services Agreement (the “Agreement”) is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**III. Renewal Rights.** Prior to the expiration of the Initial Software Support Term, the parties may renew the Agreement for an additional twelve (12) months, so long as such renewal is made in writing by representatives of each party with the appropriate signatory

authority. The parties may not renew the Agreement more than twice. The Agreement will not automatically renew. This Paragraph III explicitly supersedes and replaces the conflicting language in Paragraph 6(a) of the Agreement.

**IV. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This Paragraph IV explicitly supersedes and replaces the conflicting language in Paragraph 9(g) of the Agreement.

[SIGNATURES ON NEXT PAGE]

AMERICAN BARCODE AND RFA

  
Contractor

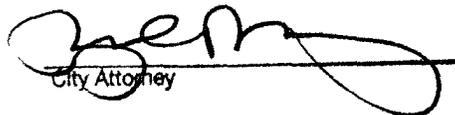
  
City

10/9/13  
Date

11/21/13  
Date

**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney