

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
SP PLUS CORPORATION  
FOR  
PARKING ENFORCEMENT SERVICES**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and \_\_\_\_\_ ("Consultant") (together sometimes referred to as the "Parties") as of \_\_\_\_\_, 2019 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2022, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.
- 1.6 Public Works Contractor Registration.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant

to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$730,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section and in the Parking Technology Inventory List, attached as Exhibit D hereto and incorporated herein, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including

but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

#### **4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **\$1,000,000** per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** and automobile liability insurance for the term of this Agreement in an amount not less than **\$2,000,000** per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than **\$1,000,000** covering the licensed professionals’ errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City's online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

**4.6 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 90 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in



this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## **Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of

California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by the Police Business Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Bob Kamper  
Vice President, Municipal Services Division  
100 Pine Street, Suite 210  
San Francisco, CA 94111  
[rkamper@spplus.com](mailto:rkamper@spplus.com)

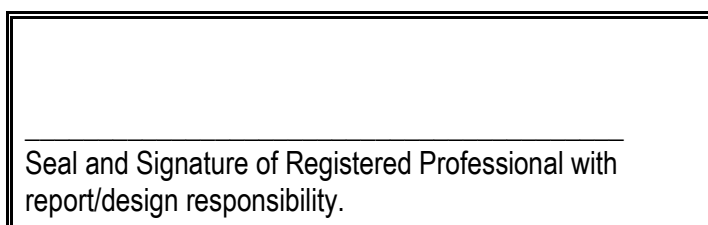
Any written notice to City shall be sent to:

City of San Leandro  
Police Department  
c/o Police Business Manager  
901 E. 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:

City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C and D represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification
<u>Exhibit D</u>	Parking Equipment Inventory List

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

SP Plus Corporation

\_\_\_\_\_  
Jeff Kay, City Manager

\_\_\_\_\_  
James F. Buczek  
Chief Operations Officer, Commercial Operations

Attest:

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
010-21-005-5120  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

Per Section 10.7:

- Form 700 Not Required
- Form 700 Required

## SCOPE OF SERVICES



## Scope of Required Services

### Description of Scope of Services

Below and on the following pages, we have provided a brief narrative on our approach to managing the City of San Leandro's parking assets.

**SP+ Municipal Services** has reviewed your stated goals and objectives and are confident our team will strike the appropriate balance between public service and system performance. Our team of municipal parking experts has a combined 140+ years of experience working for and on behalf of cities of all sizes and demographics across the country.

Our first order of business will be to gain a better understanding of the City's short and long-term expectations. In order to effectively accomplish this goal, the **SP+ Municipal Services** team proposes holding whiteboard sessions with the City where we share information that will allow us to help you with the following, if necessary:

- + Order any necessary amount of equipment
- + Evaluate staffing and routing
- + Service the parker's needs appropriately
- + Maximize parking resources
- + Identify, plan and address all stakeholder concerns and needs including residents, businesses, parkers, and the general public

As a general statement, our municipal team's primary objectives will be to guide San Leandro's parking program in a direction where the customer experience is enhanced, while also creating a revenue-based program. By focusing on the customer experience, our parking program would:

- + Train all staff with a customer-centric approach to customer service
- + Serve as true ambassadors for the City and what the community represents
- + Introduce convenient payment options at all paid parking locations
- + Assist frequent and first-time visitors with parking way finding to assist with ingress and egress to the parking facilities
- + Serve as a conduit between City leadership and community stakeholders in identifying and implementing appropriate public parking policy

As evidenced by our nationwide presence and clients of all sizes, **SP+ Municipal Services** prides itself on our ability to establish a true partnership with our clients. We have been most successful when we collaborate with our clients in a 1:1 setting to align our operational plan with the City's objectives. Our operational plan would be established in cooperation with City officials to ensure we are achieving agreed up Key Performance Indicators (KPI). Our KPIs will focus on staffing levels, customer service, equipment performance, facility cleanliness, and more.



### Parking Equipment Maintenance

**SP+** would develop and adhere to the recommended preventative maintenance schedule to ensure that the equipment functions properly and the City and its users get maximum use out of the equipment.

Keeping parking equipment operable is essential to the integrity of the program to not only ensuring proper revenues are received, but also to maintain high levels of customer service. Because we perform these services in numerous municipalities around the country, we have solid procedures that are accepted as industry standards. They are as follows:

- + Preventive maintenance program for parking equipment, defined by the OEM
- + All equipment is cleaned, graffiti removed and batteries replaced
- + Ample spare parts and supplies in inventory to ensure quick replacement
- + Equipment repairs responded to within 2 working hours of receipt
- + Equipment repair log maintained in system

### Front-Line Staff Uniforms



All **SP+** hourly field personnel must be in company supplied uniforms at all times while on duty. The example here is consistent with other municipal locations we manage. We will work with the City that is consistent with program goals. One thing to note is that we try to design a uniform that is visible and approachable for visitors to Fremont. This helps set the proper tone with the patrons that our staff is friendly and welcoming.

### Client Relations & Reporting

**SP+ Municipal Services** team members will remain highly involved throughout the transition, implementation and ongoing operations. Our local teams benefit greatly from the expertise of our municipal experts. Furthermore, the **SP+ Municipal Services** team has the ability to introduce relevant best practices from other communities throughout the country. The first year of operation and major program initiatives would result in increased communication from our most applicable Subject Matter Experts (SME). This will ensure the City is receiving the highest level of attention possible to move a project forward. Our client communication expectations can be summarized in the following table:

<b>Senior Manager</b>	Daily
<b>Regional Manager</b>	Weekly (initial) Monthly (ongoing)
<b>Municipal Services (SME)</b>	Frequently (initial) bi-annual (ongoing)
<b>Senior Vice President</b>	Quarterly

## Program Accountability

Unlike many parking management companies, **SP+** maintains an independent Internal Audit Department that reports to the company's Audit Committee. This direct and independent reporting line ensures the integrity and objectivity of facility audits by eliminating potential conflicts of interest inherent in audits conducted within the operations function itself. All required internal audits are administered under the supervision of our corporate Director of Internal Audit.

The Internal Audit Department oversees identification and testing of the company's entity-level controls including the Code of Ethics and other high-level controls that ensure the integrity of **SP+**'s business processes and financial statements.

Managing this process puts the Internal Audit Department in touch with every aspect of the business and assures our clients that their parking facilities are properly managed.

## Internal Auditing Programs

**SP+** oversees client revenues and facilities more carefully than any other parking operator. Ensuring the integrity and objectivity of parking facility audits is critical to evaluating and improving the financial performance of client properties. **SP+** accomplishes these objectives through an independent Internal Audit Department that reports directly to the company's Chief Financial Officer. This direct reporting line eliminates the potential conflicts of interest inherent in audits conducted within the operations function.

**SP+** accomplishes accountability objectives through rigorous control programs and an independent Internal Audit Department that reports to the Audit Committee of the company's Board of Directors. This direct reporting line eliminates the potential conflicts of interest inherent in audits conducted within the operations function.

Internal Audit Department staff members—including Certified Public Accountants and facility management experts—conduct audits that are performed either on a scheduled (but unannounced) basis or at the specific request of senior management. These audits cover a broad spectrum of operations including revenue controls, payroll procedures, accounts receivable, cash security, public and employee safety, customer service and facility appearance.

Our auditors are familiar with industry parking technology and its impact on revenue collection.

Each audit, which produces recommendations to improve operations where necessary, is retained in a database for further analysis. The database provides an objective evaluation of manager performance and assists senior management in identifying areas that need improvement and additional training resources. Audits are not considered final until all recommendations have been implemented successfully. Moreover, a significant portion of the compensation payable to **SP+**'s management team is based on the audit scores achieved at their facilities.

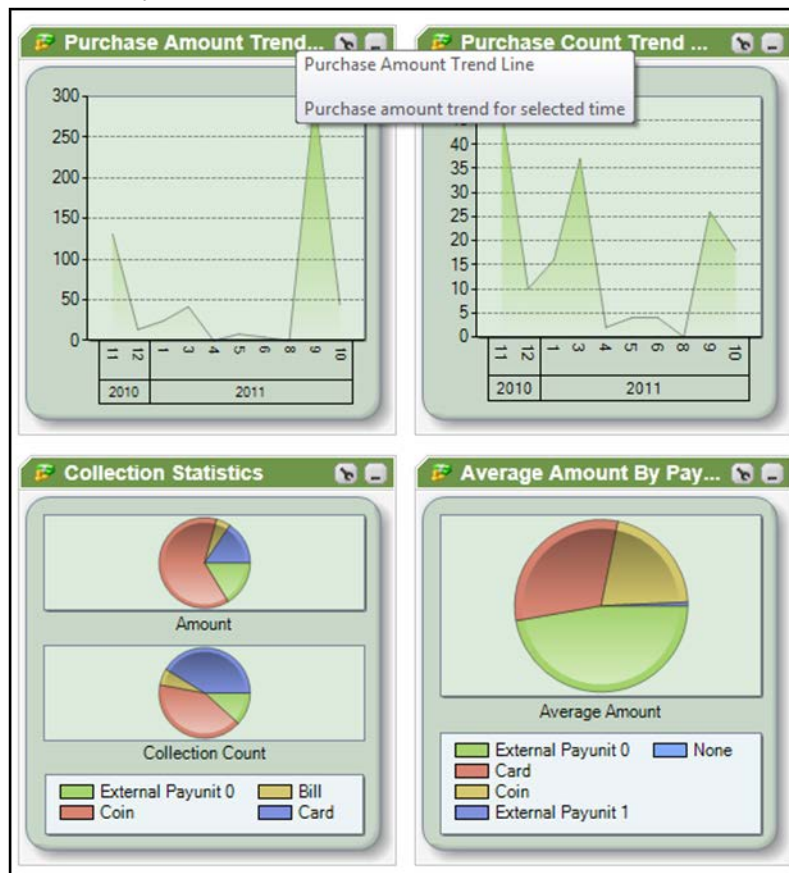


**SP+** accomplishes these objectives through multiple levels and types of audits, ranging from:

- + Self-audit
- + Regional office audits
- + Unannounced audit department audits
- + Contract compliance audits

**Data Analysis**

**SP+** will gather and analyze data from the equipment in order to make recommendations to the City about operational changes that will ensure that program goals are achieved and the parking program remains financially sustainable.



**Key Performance Indicators**

It is important we coordinate and establish with the City early on measurable Key Performance Indicators (KPIs) so that the parking program can be managed to meet the City’s outcomes. By taking this step, **SP+** is demonstrating to the City of San Leandro we are a true partner, as our actions and recommendations will be focused, striking the balance between service and performance - which will serve as the cornerstone to our established KPIs. **SP+** will establish a set of KPIs that measure revenue and expense performance, enforcement related activity, and response times to customer service related issues.

Though monitored privately, **SP+** is prepared to provide the public an inside look at how we are performing on San Leandro’s behalf. The final determination will be made through conversation with City officials, however. The following is a sample of what could be included as KPIs guiding our work in San Leandro:

**Customer Service**

- + Customer complaints
- + Customer compliments
- + Surveys can be distributed via email, website, social media and other methods

**Staffing Plan**

- + Our plan is to have one supervisor on site Monday through Friday, will be able available to the City and assist PD as needed
- + 3 Part time employees that will assist the supervisor to assure all areas are covered
- + A bookkeeper from the Stockton regional office for any data entry needed
- + A Facility manager who currently oversees a few enforcement city accounts to provide monthly training and assure operation running and all needs are met.
- + Regional manager whom will be available Monthly to meet with the City, assure all projects are completed on a timely manner and continue to propose, suggest ideas to improve operation.

Employee	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours
Supervisor	7:30am-4pm	7:30am-4pm	7:30am-4pm	7:30am-4pm	7:30am-4pm	-	40
Part Time	9:30am-6pm	9:30am-6pm	9:30am-6pm	-	-	-	24
Part Time	-	-	-	9:30am-6pm	9:30am-6pm	9:30am-6pm	24
Part Time	8am-4:30pm	-	-	-	-	8am-4:30pm	16
							104

## Timeline

**SP+ Municipal Services** takes great pride in the product and service we provide our clients. Through our nationwide experience and team leader's on-street and off-street expertise, **SP+** is in a prime position to deliver stellar results to the City of San Leandro in both performance and service. Our approach to taking over any new municipal parking operation is to soak as much information about the program as possible in the first few weeks during the transition period through our conversations with the City and our Stakeholder Engagement Plan. We have found this allows us to marry our operational plan to the City's needs and desires. Typically, once we are awarded a contract, we use our blueprint on to how define, transition, and implement our operational plans. Based on the current operation we believe this process will take between 20-30 days.

### Transition Strategy

Our transition strategy consists of a detailed process that ensures a smooth and seamless operation on day one of the contract and minimum disruption to the City. Working with all stakeholders, we will define specific goals and objectives for the Fremont parking program. This will be established from our collaboration with City officials during the due diligence period and planning meetings. As these are established, our transition and operation's plan will be geared toward achieving these objectives for the program.

### Post Award-Transition

Upon receiving notice of award we propose to use our municipal team in partnership with the City to perform an initial comprehensive evaluation of the operational procedures, equipment, and personnel. Our proposed transition and timetable is as follows:

#### **Phase I – Week 1**

- + Meet with City officials to identify priorities, critical issues, immediate needs and future plans. This will be crucial to identifying projects and supplies needed between the first 1-6 months to ensure there is no lapse or delay
- + Complete a more thorough evaluation of operations
- + Implement comprehensive recruitment or employee transition process
- + Introduce the proposed Senior Manager to City Staff
- + Uniform designed and approved
- + Determine initial needs for supplies, equipment, etc. Inventory & order supplies, office equipment, etc.
- + Establish a Stakeholder Engagement Plan, if appropriate.
- + Prepare a marketing and communications plan

#### **Phase II – Week 2**

- + Continue processes from Phase I

- + From Phase I – initial training and expectations are communicated – an ongoing process
- + Continue system evaluations and needs – an ongoing process
- + Daily communications with City officials
- + Ensure we are good to proceed with transiting into City supplied office
- + Establish email addresses, obtain cell phones and/or radios
- + The potential employee is identified and processed
- + All uniforms ordered
- + Customized training sessions are designed and submitted for approval
- + Review current SOP manual and propose any necessary revisions
- + Maintain communications
- + Define content of monthly management report(s)
- + Implement Stakeholder Engagement Plan

***Phase III – Week 3: Implementation***

- + Continue all tasks in Phase I & Phase II
- + Begin communicating changes to media outlets and updating impacted websites
- + Finalize training for all employees
- + All uniforms received and distributed
- + Final inventory for all supplies, equipment and processes
- + Final meeting with City officials
- + Contract begins

## Operational Plan

Parking enforcement is likely the most highly politicized aspect of any municipal parking operation. This is largely a result of how “enforcement” duties are perceived by the public and in some cases carried out by personnel. We, at **SP+**, train our staff to take a Customer-Centric approach to customer service and ultimately parking enforcement. By taking this approach, our staff concentrates its efforts on understanding their role and responsibilities to the public, being informed on where and how to pay to park and finally, how to interact with the public in a positive way.

Parking enforcement is a crucial service provided in any downtown area and must be performed in a consistent professional manner with customer service at the very core of the operations. Not only do we train our parking enforcement personnel with the best certified instructors in the country, our team is led by individuals that have actually served in the role of a parking enforcement officer in other municipalities. This hands-on knowledge alone sets us apart from other operators.

**SP+ Municipal Services** will ensure that all enforcement officers are properly trained and certified with specific understanding of San Leandro municipal codes and state statutes. Emphasis will be placed on maintaining a professional image through personal appearance, courtesy and positive public relations.

Parking enforcement activities shall be performed:

- + Fair and consistent as dictated by the City of San Leandro, city code and state statutes.
- + Assist downtown customers with directions and other information.
- + **SP+ Municipal Services** stresses that Ambassadors ARE NOT police officers, do not carry firearms and have no arrest authority.
- + Enforcement staff shall patrol and monitor all parking enforcement areas either by walking, use of vehicle. Zones shall be enforced on a regular basis at least every two hours or less for shorter time periods.
- + Hand held unit (HHU) computerized ticket writing devices shall be used and manual tickets should equipment fail.
- + Time zones shall be checked for overtime parking using the HHU and other manual means. POM meters shall be checked as well as time zones
- + Should ordinances allow, vehicles with outstanding tickets shall be immobilized when instructed so as not to damage a vehicle.
- + Appear and testify in court to defend any tickets issued should someone appeal.
- + All Parking Enforcement Officers (PEOs) are equipped with a two-way radio or cell phone
- + All PEOs are equipped with a handheld computer for ticket

## ***Parking Enforcement Training Overview***

### **Introduction**

Have all participants introduce themselves and share their years of job experience and expectations for the training program.

Share overview of the training program and then discuss the concept of public relations and the “ambassador program”.

Review the training agenda and record training expectations.

### ***The Role of the PEO (Ambassador)***

Participants will be asked to describe the role of the PEO and how they perceive their role as a PEO in their city/town. The “role” is not to be confused with job duties.

- + Participants will describe their role as a PEO
- + Trainer will “define” the role of the PEO and the “ambassador” program
- + The realities of the job (life experiences that can be shared) of the PEO
- + SWOT analysis
- + Participants will actively participate in a group discussion and provide a detailed SWOT analysis for the role of the PEO

### ***Public Relations and the PEO (Ambassador)***

The participants will be asked to define public relations and what role it plays in their “role as a PEO”/Ambassador.

- + Group discussion on public relations and how each interaction they encounter impacts the public relations efforts of the city/town and/or department
- + Discuss real life experiences where an “interaction” with a customer was positive and one that was negative
- + Evaluate how real life experience can be positive and negative, if not handled properly

### ***Communications***

Communications is one of the most critical components of the “role” of the PEO. The number of daily interactions while performing their “roles” leads for opportunities where situations are handled properly or not. Those situations and/or interaction that are not handled properly can lead to hostility and negative interactions. The ability for the PEO to be able to effectively communicate while performing the duties and “role” of the job is essential not only for the public relations efforts, but for the safety of the officers.

- + Share how critical communications is to the “role” of the PEO.
- + Discuss how to avoid and handle hostile interactions with customers.
- + Participate in exercises that highlights the common deficiencies that are prone to PEO while performing their duties and “role”
- + Facial Expressions

- + Body Language
- + Tone of voice
- + Eye contact

### ***Accountability***

The importance for each PEO to understand their “role” as part of the overall parking program comes full circle when each participant identifies the areas where they are accountable while they perform their duties and responsibility. The concept of defining a “role” is done to persuade their behavior and actions to see their jobs as important aspects of a parking program, a city/town’s image, a company’s goal to provide outstanding customer service and ultimately for the officers to enjoy and find fulfillment in the profession.

In a group setting discuss the following:

- + Have participants discuss the “realities of their jobs”
- + Identify the “realities of their jobs that they CAN control
- + Identify the “realities of their jobs that they CANNOT control
- + Discuss the findings of each group and challenge the participants to take on the responsibility for handling the “things” they can control while performing their duties and fulfilling their “role”

### **Front-Line Staff Uniforms**

All **SP+** hourly field personnel must be in company and/or City supplied uniforms at all time while on duty. The uniform outfits we have chosen is consistent with other municipal locations in we manage to ensure our staff is comfortable during all four seasons. One thing to note is that we try to design a uniform that is visible and approachable for visitors to downtown. We feel this helps set the proper tone with the patrons that our staff is friendly and welcoming.

Please see Tab 10 – Additional Information, Our Employees for uniform examples.

## Administration of Staff

### a. Background Checks



**SP+**'s hiring and pre-screening process helps retain qualified employees for the long-term. In addition to reducing turnover costs, this gives our clients and parking customers the opportunity to establish the personal relationships and trust that facilitates a positive and profitable parking environment.

### Automated Recruiting Solutions

**SP+** uses the iCIMS onboarding system for all of our recruitment and hiring. iCIMS powers **SP+**'s automated online application process and provides our Management Team access to a broad pool of qualified candidates in a centralized database. Applicants have the ability to apply 24/7 from anywhere with Internet access which enables our managers to access and review their credentials for consideration of any opportunities existing at their locations. Our decision to mandate the electronic storage of all candidate data in a single web-based system has streamlined the recruiting and hiring process.



iCIMS is also integrated with a third-party job posting delivery service which enables us to post our current job openings to multiple free and paid external job boards in a single transaction. This process greatly enhances the quality of hiring decisions and compliance with employment regulations.

### Screening, Background, & Drug Checks

We use a comprehensive pre-employment screening program to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process. Our pre-screening techniques significantly reduce potential violence, theft, financial loss, sexual harassment and other workplace problems.

Every employee is vetted through a background check specifically geared to their job duties and responsibilities. These checks include (depending on the position) Social Security Number validation, criminal background (including applicable arrest record), motor vehicle record, credit, and employment and education verification. All operations candidates also must pass a pre-employment drug test.

### Preliminary Pre-Interview Screening

At the front-end of the process, we often use a professional telephone interviewing service to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.

### Prior Operator Employee Retention

When we assume management responsibility of an existing parking operation from another operator, we typically consult with the client and interview existing personnel in an attempt to



retain those qualified employees who have an operating history at that particular facility. Our experience has been that replacing existing staff members—who often are quite knowledgeable about existing conditions and the personal idiosyncrasies of regular parkers—merely for the sake of change often is unnecessary and, in fact, counterproductive since their retention usually enhances and facilitates a smooth transition. Thus, our preference is to retain qualified staff members when possible, and to focus instead on teaching them new techniques as necessary in the context of our performance standards and expectations.

### **b. Assignment and Communication of Duties**

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On a daily basis, all assignments and communications of duties will be outlined by the Facility manager and Regional Manager, in addition to any other Client request and/or program's needs.

### **c. Timekeeping**

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The chargeable hour refers to the actual hours worked on a business matter/project. The City of San Leandro would only be charged for the time the employee(s) is performing work associated with what is required by the Statement Of Work. All timekeeping will be kept by the supervisor and Facility Manager to assure all hours are being met.

### **d. Supervising and Deployment**

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From the project's inception, the Facility Manager and/or Regional Manager will be onsite for deployment and supervising to ensure the project's compliance.

### **e. Assignment and Safeguarding of Equipment**

---

All equipment will be assigned by the project's Supervisor on a daily basis, such items will be secured and well-kept by all employees. At the end of the employee's shift, all equipment will be turned in and inspected for any damage. All equipment will be properly stowed and secured when not in use.

**EXHIBIT B**

**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

**Cost Proposal**

The proposed cost includes a breakdown of the following categories;

**a. Labor with (2) vehicles-**

**Option 1:** SP Plus Employees

Hourly labor rate. \$51.86 for the 1<sup>st</sup> 4,400 hours, if additional hours are needed the hourly billable rate would be \$42.19 per hour (based on 1,560 additional hours)

**Option 2:** City Employee Transition

Hourly labor rate. \$55.22 for the 1<sup>st</sup> 4,400 hours, if additional hours are needed the hourly billable rate would be \$42.19.

**b. Supplies and Equipment**

<b>HOURLY &amp; SALARY EMPLOYEES - PAYROLL TAXES &amp; BURDEN</b>
FICA
State Unemployment
Federal Unemployment
Burden
Health and Pension + 401K
<b>UNIFORMS AND LAUNDRY</b>
<b>REPAIRS &amp; MAINTENANCE</b>
Cleaning Supplies
Gas Allowance
Misc.
<b>LICENSE &amp; PERMITS</b>
<b>INSURANCE</b>
<b>TELEPHONE EXPENSE</b>
<b>DATA PROCESSING / ADMINISTRATION</b>
<b>START UP EXPENSES</b>

**c. Travel Costs** - No travel cost

**d. Optional Services i.e. Traffic Control** –The billable hourly rate would be \$42.19 OR the same rate towards the 1<sup>st</sup> 4,400 hours (\$51.86) and additional hours at \$42.19 per hour.

## EXHIBIT C

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

**EXHIBIT D**

**PARKING EQUIPMENT INVENTORY LIST**

<b>PARKING EQUIPMENT INVENTORY</b>					
<b>Item #</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Value</b>	<b>San Leandro Item Number</b>
1	Genetec mobile license plate system/cameras	2	\$30,000	\$60,000	
2	LPR Computer	2	\$6,000	\$12,000	
3	LPR Modem	2	\$1,500	\$3,000	
4	N5 Print Andriod Solution Handheld Ticket Writers	2	Leasing @ \$111/month/unit	\$222/month for 3 years*	
5	N5 Carrying Cases	2	\$30/unit	\$60	
6	N5 Power Supply	2	\$50/unit	\$100	
7	Samsung Galaxy S8+ -Handheld Ticket Writer	3	Leasing @ \$41/month/unit	\$123/month for 3 years*	
8	TSC Alpha 3R Printer	3	Leasing @ \$12/month/unit	\$36/month for 3 years*	
9	Samsung S8+ Otterbox Case	3	\$75/unit	\$225	
10	Ticket stock (2 31/37 x 7-1)	125 rolls	\$8.36/roll	\$1,045.00	
11	Ticket stock (3 31/32 x 7-1)	175 rolls	\$8.36/roll	\$1,463.00	

\*Lease started 10/26/17 and expires 10/26/20

**CITY OF SAN LEANDRO**  
**Living Wage Ordinance Self Verification Form for Providers of Personal Services**

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR  
SERVICES WITH THE CITY OF SAN LEANDRO.

The San Leandro Municipal Code Title 1, Chapter 6, San Leandro's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City during the City's fiscal year shall comply with all provisions of this ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, change orders to this contract or the entering into of subsequent contracts may make them subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

**SECTION I**

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of \$25,000.00 or more?

YES \_\_\_\_ NO \_\_\_\_

If no, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 1(b).

b. Do you have six (6) or more employees?

YES \_\_\_\_ NO \_\_\_\_

If you have answered, "YES" to questions 1(a) and 1(b) this contract IS subject to the LWO. If you responded "NO" to 1(b) this contract IS NOT subject to the LWO. Please continue to Section II.

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the period of July 1 -June 30 of the current city fiscal year, have you entered into contracts, including the present contract, bid, or proposal, with the City of San Leandro for a cumulative amount of \$100,000.00 or more?

YES \_\_\_\_ NO \_\_\_\_

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees?

YES \_\_\_\_ NO \_\_\_\_

If you have answered, "YES" to questions 2(a) and 2(b) this contract IS subject to the LWO. If you responded "NO" to 2(b) this contract IS NOT subject to the LWO. Please continue to Section II on the following page.

---

**SECTION II**

Please read, complete, and sign the following:

THIS CONTRACT **IS** SUBJECT TO THE LIVING WAGE ORDINANCE.   
THIS CONTRACT **IS NOT** SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of San Leandro's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the San Leandro Municipal Code, Title 1, Chapter 6.

If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this verification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and pursue any other legal remedies available to the city, including debarment. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Business Entity: \_\_\_\_\_

Contract Description/Specification No: \_\_\_\_\_

**SECTION III**

..

\* \* FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY \* \* \*

I have reviewed this Living Wage Ordinance Self Verification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to San Leandro's Living Wage Ordinance.

Department Name \_\_\_\_\_ Department Representative \_\_\_\_\_