AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND LAZ PARKING CALIFORNIA, LLC

SALINAS

RICH IN LAND | RICH IN VALUES

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AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND LAZ PARKING CALIFORNIA, LLC

This Agreement for Professional Services (the "Agreement" and/or "Contract") is made and entered into this 20TH day of November, 2018, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter "City"), and **Laz Parking California, LLC**, a Connecticut Limited Liability Company (hereinafter "Operator").

RECITALS

WHEREAS, Operator represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Operator is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Operator agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Operator's services are described in **Exhibit B**, attached hereto and incorporated herein by reference. Scope of work is further discussed in Request for Proposal (RFP) for Professional Services-**Exhibit E**.

2. **Term; Completion Schedule.** This Agreement shall commence on December 1, 2018 and shall terminate on November 30, 2020 unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. **Compensation.** ~~City hereby agrees to pay Operator for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation of or as set forth in **Exhibit C**. The total amount of compensation to be paid under this Agreement shall not exceed **two hundred and eighty thousand and thirty-nine dollars ($280,039)**.~~

4. **Billing.** Operator shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Operator shall not bill City for duplicate services performed by more than one person. Operator's bills shall include the following information to which such services cost or pertain:

(A) A brief description of services performed;

(B) The date the services were performed;

(C) The number of hours spent and by whom;

(D) A brief description of any costs incurred; and

(E) The Operator's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Operator submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Operator until thirty (30) days after a correct and complying invoice has been submitted by Operator. The City shall process undisputed portion immediately.

5. **Meet & Confer.** Operator agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. **Additional Copies.** If City requires additional copies of reports, or any other material which Operator is required to furnish as part of the services under this Agreement, Operator shall provide such additional copies as are requested, and City shall compensate Operator for the actual costs related to the production of such copies by Operator.

7. **Responsibility of Operator.** By executing this Agreement, Operator agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Operator further agrees and represents to City that the Operator possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Operator to do and perform Operator's work. Operator further agrees and represents that Operator shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. **Responsibility of City.** To the extent appropriate to the projects to be completed by Operator pursuant to this Agreement, City shall:

(A) Assist Operator by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Operator, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Operator.

(C) Ray E. Corpuz, City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Operator's services. City may unilaterally change its representative upon notice to the Operator.

(D) Give prompt written notice to Operator whenever City observes or otherwise becomes aware of any defect in a project.

9. Acceptance of Work Not a Release. Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Operator from professional responsibility for the work performed.

10. Indemnification and Hold Harmless. Operator shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Operator's performance of work hereunder, including the performance of work of any of Operator's subcontractors or agents, or Operator's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

11. Insurance. Operator shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. Access to Records. Operator shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Operator by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Operator's usual and customary business hours. Operator shall provide proper facilities to City's representative(s) for such access and inspection.

13. Non-Assignability. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Operator. This Agreement is personal to Operator and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Operator shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Rate of compensation shall be based upon the Operator's rates shown in **Exhibit C** of this Agreement.

Upon agreement between City and Operator as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Operator shall constitute the Operator's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Operator, as provided herein, for the services rendered by Operator in connection with which they were prepared. City agrees to hold harmless and indemnify the Operator against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Operator.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Operator, as follows:

(1) If in the City's opinion the conduct of the Operator is such that the interest of the City may be impaired or prejudiced, or

(2) For any reason whatsoever.

(B) Upon termination, Operator shall be entitled to payment of such amount as fairly compensates Operator for all work satisfactorily performed up to the date of termination based upon the Operator's rates shown in **Exhibit C** and/or Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Operator's default, City shall deduct from the amount due Operator the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Operator are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another Operator(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Operator hereunder, Operator shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Operator shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials

provided to Operator or prepared by or for Operator or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Operator's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Operator provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Operator pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws, including those outlined in Exhibit E, and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Operator, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Operator expressly warrants not to represent, at any time or in any manner, that Operator is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Operator as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Operator shall, until further notice by the Operator, be addressed to:

Rod Howery
Regional Vice President
LAZ Parking California, LLC
5901 Christie Avenue, Suite 202
Emeryville, CA 94608

(C) The execution of any such notices by the City Manager shall be effective as to Operator as if it were by resolution or order of the City Council, and Operator shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Operator shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Operator shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Operator warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Operator further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event

that any conflict of interest should nevertheless hereinafter arise, Operator shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Operator further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Operator as the result of Operator's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Operator expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Operator, its representatives, agents or subcontractors by federal, state or local law, Operator warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. **Warranty of Authority.** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. **No Waiver of Rights.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

Ray E. Corpuz, Jr.
City Manager

APPROVED AS TO FORM:

☑ Christopher A. Callihan, City Attorney, or
☐ Rhonda Combs, Assistant City Attorney

OPERATOR

By: Michael Harth
Its: President, West Region

Exhibit A – Insurance Requirements

Insurance Requirements

Operator shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Operator, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(A) Commercial General Liability ("CGL"): Insurance Services Office Form ("ISO") CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(B) Automobile Liability: ISO Form CA 0001 covering any auto, or if Operator has no owned autos, hired and non-owned, with limits no less than **$1,000,000** per accident for bodily injury and property damage.

(C) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

(D) Professional Liability (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate per policy period of one year.

If the Operator maintains broader coverage and/or higher limits than the minimums shown above, the City of Salinas requires and shall be entitled to the broader coverage and/or higher limits maintained by the Operator. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Salinas, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Operator including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Operator's insurance (at least as broad as ISO Form CG 20 10, CG 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Operator's insurance coverage shall be primary coverage** at least as broad as ISO Form CG 20 01 04 13 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 Operator's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Operator hereby grants to City a waiver of any right to subrogation which any insurer of said Operator may acquire against the City by virtue of the payment of any loss under such insurance. Operator agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Self-Insured Retentions
Self-insured retentions must be declared by Operator to and approved by the City. At the option of the City, Operator shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Operator shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Dat***e prior to the Agreement effective date, the Operator must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Operator shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Operator's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Operator shall require and verify that all sub-Operators and/or subcontractors maintain insurance meeting all the requirements stated herein, and Operator shall ensure that Entity is an additional insured on insurance required from such sub-Operators and/or subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Maintenance of Insurance

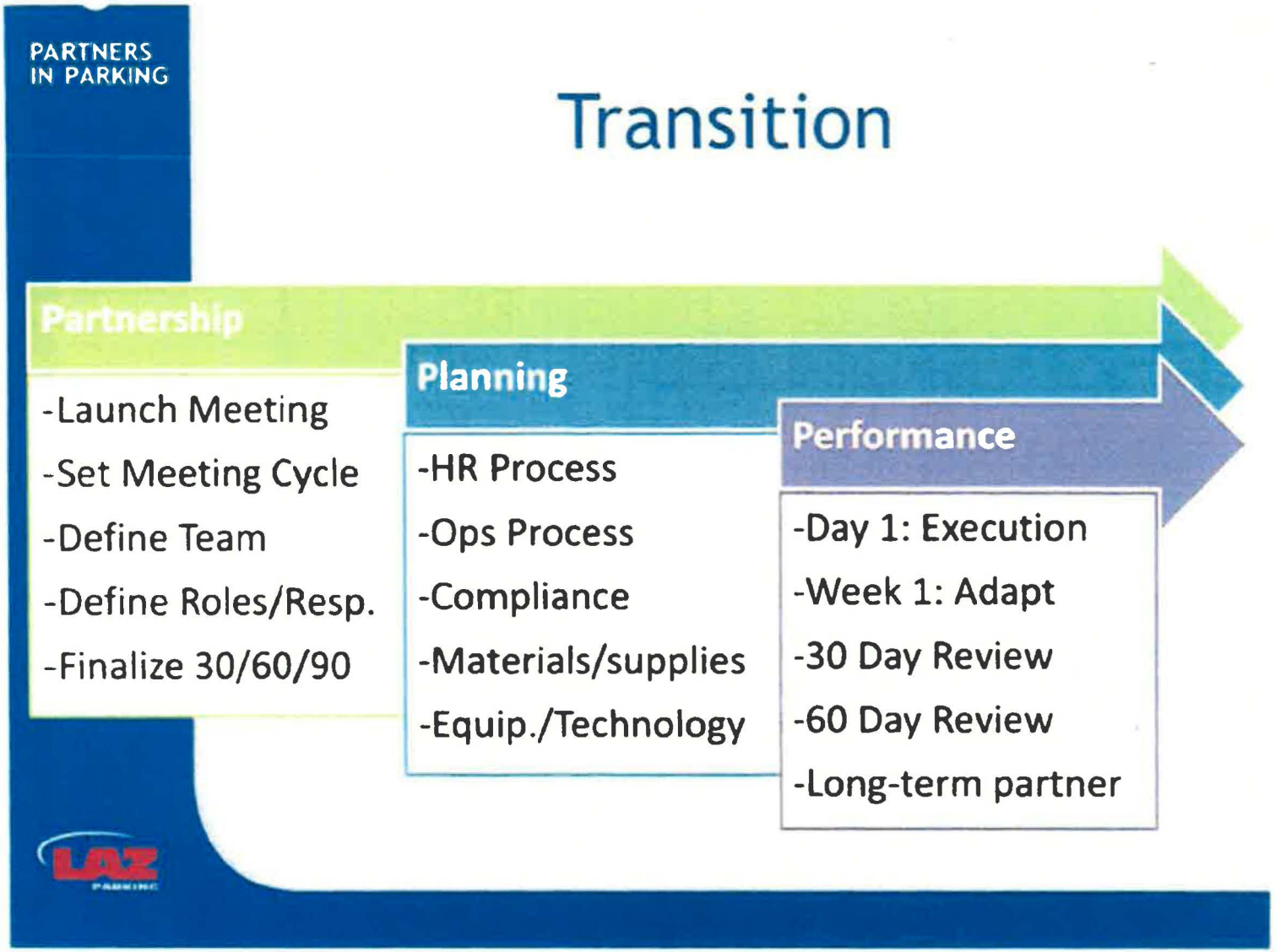
Maintenance of insurance by Operator as specified shall in no way be interpreted as relieving Operator of its indemnification obligations or any responsibility whatsoever and the Operator may carry, at its own expense, such additional insurance as it deems necessary.

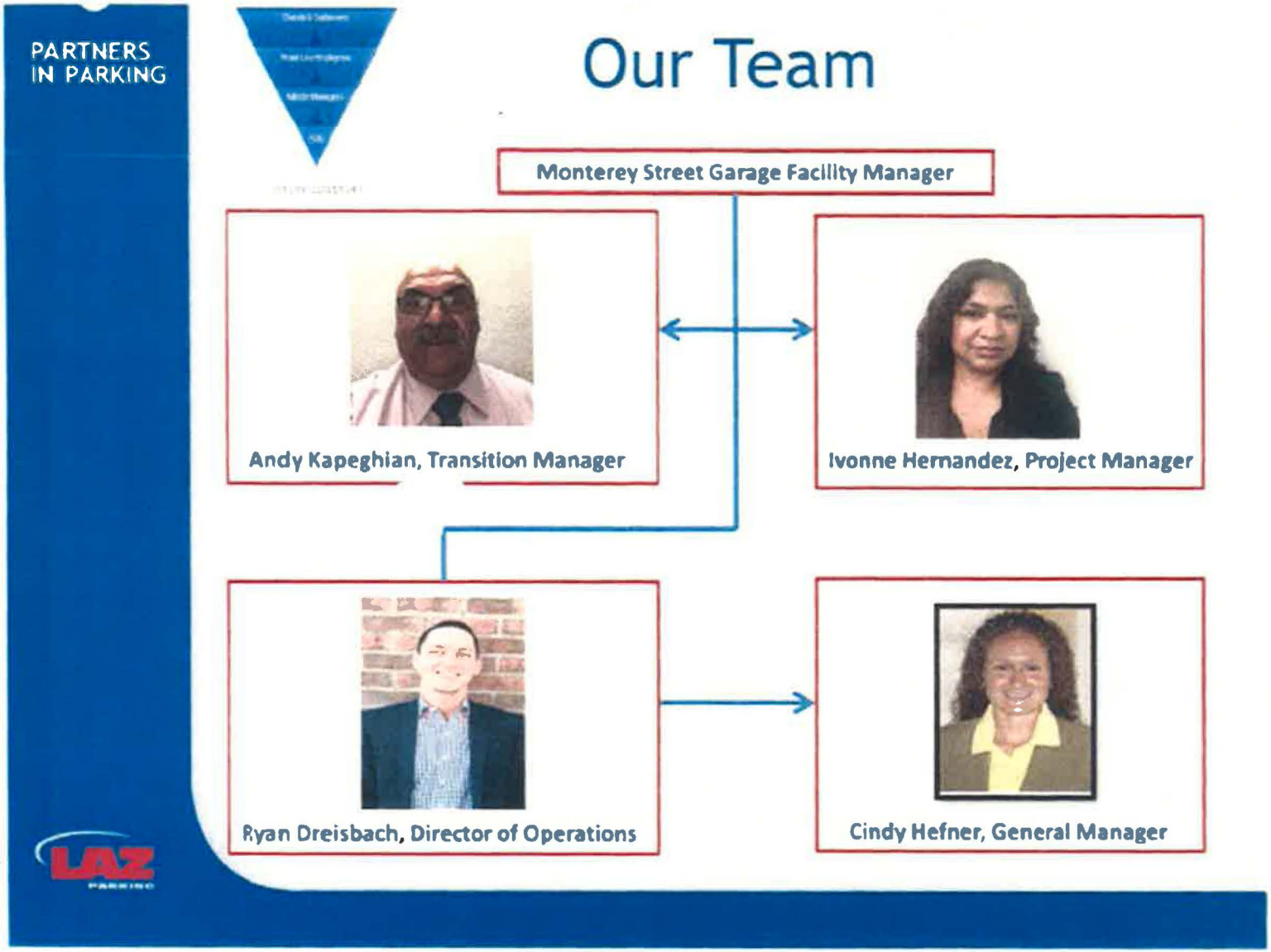
Exhibit B –Scope of Work

Scope of Work

1. Transition Tasks (page 15)
2. Scope of Work from Laz Parking Proposal (begins p 17)

TASK	PERCENTAGE COMPLETED	OWNER OF TASK	NOTES
SUBMIT DRAFT TRANSITION PLAN	100.00%	LAZ	*anything added in red is an update to the previous week's actionable items.
ORDER CERT OF INSURANCE	0.00%	LAZ	
TRANSITION MEETING #3 - 10/19/2018			
REVIEW TRANSITION PLAN / TIMELINE	0.00%	LAZ + CITY OF SALINAS	
IDENTIFY KEY MANAGEMENT PERSONNEL	0.00%	LAZ + CITY OF SALINAS	
ESTABLISH TIMELINES FOR INTERVIEWING EXISTING PERSONNEL	0.00%	LAZ + CITY OF SALINAS	
IDENTIFY LAZ TRANSITION TEAM	0.00%	LAZ + CITY OF SALINAS	
TOUR FACILITIES & OFFICE	0.00%	LAZ + CITY OF SALINAS	
DISCUSS PARCS & SIGNAGE	0.00%	LAZ + CITY OF SALINAS	
DISCUSS LOCATION MANAGER	0.00%	LAZ + CITY OF SALINAS	
ESTABLISH OTHER TIMELINES	0.00%	LAZ + CITY OF SALINAS	
TRANSITION MEETING #2 - 11/2/2018			
REVIEW LETTER OF INTRODUCTION TO EXISTING EMPLOYEES	0.00%	LAZ	
CREATE A LIST OF CONTACTS - LAZ & CITY OF SALINAS	0.00%	LAZ + CITY OF SALINAS	
REVIEW STAFFING SCHEDULES FOR EMPLOYEES	0.00%	LAZ + CITY OF SALINAS	
REVIEW STAFFING SCHEDULES FOR MANAGERS/SUPERVISORS	0.00%	LAZ + CITY OF SALINAS	
DISCUSS MAINTENANCE ISSUES	0.00%	LAZ + CITY OF SALINAS	
REVIEW PLAN FOR RECRUITING EXISTING EMPLOYEES	0.00%	LAZ + CITY OF SALINAS	
ESTABLISH TRANSITION TEAM'S ACCOMMODATIONS	0.00%	LAZ + CITY OF SALINAS	
REVIEW THE ORDERING OF SUPPLIES/EQUIPMENT/TICKETS	0.00%	LAZ + CITY OF SALINAS	
REVIEW MARKETING PLAN	0.00%	LAZ + CITY OF SALINAS	
TRANSITION MEETING #2 - 11/16/2018			
REVIEW TRANSITION TIMELINE	0.00%	LAZ + CITY OF SALINAS	
MEET WITH ABM (IF NEEDED)	0.00%	LAZ + SIMON + ABM	
REVIEW PROGRESS WITH RECRUITING NEW EMPLOYEES	0.00%	LAZ + CITY OF SALINAS	
DISCUSS TRAINING AND OTHER DATES FOR TRANSITION (AMANO)	0.00%	LAZ + CITY OF SALINAS	
TRANSITION MEETING - 12/7/2018			
FINAL REVIEW OF TRANSITION TIMELINE	0.00%	LAZ + CITY OF SALINAS	
REVIEW EMPLOYEE RECRUITMENT AND ORIENTATION STATUS	0.00%	LAZ + CITY OF SALINAS	
REVIEW SUBCONTRACTOR STATUS	0.00%	LAZ + CITY OF SALINAS	
REVIEW SCHEDULING	0.00%	LAZ + CITY OF SALINAS	
REVIEW SUPPLIES & UNIFORMS NEEDED	0.00%	LAZ + CITY OF SALINAS	
REVIEW REPORTS REQUIRED DURING TRANSITION	0.00%	LAZ + CITY OF SALINAS	
TRANSITION TEAM ARRIVES	0.00%	LAZ	
REVIEW OPERATIONS/TIMELINE/CHECKLIST	0.00%	LAZ + CITY OF SALINAS	
[illegible]			


PARTNERS
IN PARKING
Transition
Partnership
-Launch Meeting
-Set Meeting Cycle
-Define Team
-Define Roles/Resp.
-Finalize 30/60/90
Planning
-HR Process
-Ops Process
-Compliance
-Materials/supplies
-Equip./Technology
Performance
-Day 1: Execution
-Week 1: Adapt
-30 Day Review
-60 Day Review
-Long-term partner
LAZ
PARKING


PARTNERS
IN PARKING
Our Team
Monterey Street Garage Facility Manager
Andy Kapeghian, Transition Manager
Ivonne Hernandez, Project Manager
Ryan Dreisbach, Director of Operations
Cindy Hefner, General Manager
LAZ

4. WORK PLAN

LAZ Parking will provide efficient and professional parking garage operations. Our goal is to provide responsible, reliable garage operations and excellent customer service. As you will see throughout this proposal, we are a qualified, professional and highly motivated firm that can perform parking garage operations for the City of Salinas. We will work closely with the City's parking operations staff.

Fiscal Responsibilities

LAZ Parking will be responsible for the daily processing of deposits and expenses. Garage revenue will be accounted for separately from the expenses. "Revenue" for the purposes of this proposal, are those funds derived directly from the Garage as they relate to transient parking fees and monthly permits.

Revenue and Audit Control, Cash Collection and Deposit Procedures

Cash Handling Procedures: LAZ Parking prepares comprehensive, timely, financial reports designed to provide our clients with the controls necessary to efficiently monitor their parking assets. Once revenue is verified, it is secured in the on-site safe until it is deposited in the bank. After the deposit is made, the validated deposited slip is then attached to the completed shift report and placed with all tickets in a secured location in the management office. Included with the receipt is the number of tickets that were paid via credit card, cash tickets and validations. LAZ also has implemented a web DCR system where daily cash revenue is reported on a daily basis by management for your review.

Cash Controls: Revenue control, cash handling procedures and separation of duties will be critical to operations at the parking facilities. The integrity of the revenues can only be done accurately by a very experienced company such as LAZ Parking. We have the tools and procedures in place to best manage the property management's parking funds. Daily cash control processes include many steps to ensure that every dollar is getting to the bank and is accounted for properly. Below is a step by step description of the processes and tools we will utilize daily to ensure that we have accountability for your revenue:

Cashier Reports are completed for every shift by the attendant on duty. The shift report captures the opening and closing ticket number, the start and finish times of the attendant's shift, and operating change. The attendant denotes the number of tickets processed, the amount of cash on hand, minus any missing tickets or over-rings. The attendant also accounts for the "bank," which she/he received at the beginning of the shift. The shift auditor rechecks all of the attendant's tickets and paperwork before the daily checkout form roll up is completed. Any shortage or overage is investigated by the supervisor.

The cash deposit process ensures a consistent method for handling all monies received. During the day, an attendant is responsible for "dropping" cash to prevent having more than $300 cash on hand. There is then a cash deposit pickup by shift managers to be brought to an electronic or biometric drop safe and deposited until the armoured car service picks up the daily deposit for Monterey Street Garage. In order to ensure that all revenues are reported and deposited accurately, the revenue control and separation of duties system must be fully integrated and all components must be completely interfaced.

Cash Management, Deposit of Collections, Daily Reconciliation

- The handling of cash and the reconciliation of cash and credit card receipts and shift reports is of paramount importance. Our parking managers will perform these functions:

- In order to minimize "exposed" cash, the parking manager will deposit cash into a drop safe located at each location; this cash will be collected and deposited into a main drop safe by management for delivery to the bank.
- Receipts are reconciled and prepared for bank deposit by the administrative staff - typically during daytime business hours.
- Each day LAZ Parking will perform a detailed reconciliation with the bank to verify and properly account for all parking revenues.
- Reporting provided by PARCS equipment will be reviewed by the manager and reconciled to the cashier's reported transactions.

Cashier Process: A cash bank is issued to each cashier at the start of the shift. The manager initials the "Bank Inspection Log" indicating the amount the bank has issued and to whom. The cashier has the option of counting the money or assuming the liability without counting the money. During the shift, the cashier deposits into a two-key drop safe all cash in excess of the bank. The cashier places the cash to be put into the safe in an envelope, notes the amount enclosed, then seals and initials the envelope before depositing it into the drop safe located in the cashier booth. At the end of the shift, the total revenue collected is recorded on the "Cashier Report Form" with the fee register computer tape identifying sales activity during the shift. When the cash bank is returned to the manager, the manager counts the money and initials the "Bank Inspection Log" under the "returned" column. The completed report will include:

- Lane & Location Number
- Revenue Collection Date
- Cashier Name
- Shift Revenue (as reported by cashier)
- Deposit amount (as counted and recorded by cashier)
- Over/Short Amounts

The cashier reports are given to the supervisor who reviews and signs all voided tickets. The supervisor prepares a summary of all the cashier reports and uses this report in processing the daily pickup. The supervisor keeps one copy and forwards copies to the auditor for reconciliation and verification. These are combined with the tickets and/or fee computer report. The auditor will verify the following:

- All void tickets have a valid explanation and a supervisor's signature.
- Lost Ticket Forms are prepared for all lost tickets.
- Rates are listed properly on the report.
- Ticket counts are within the proper rate category.
- Opening numbers on all meters match the closing numbers from the previous shift.
- Subtraction used to provide total exits for each meter is correct.
- The shift totals from the register, reconciled to the recap total in the cashier report.
- Any over/under rings on the register are listed on the back of the cashier report.
- The total transactions on the register tape equal the total tickets on the cashier report.
- Drops listed on cashier reports equal drops listed on Drop Reconciliation report.

4. WORK PLAN

Ticket Audit: An audit of the daily tickets processed is performed. This review once again verifies opening/closing ticket numbers and audits tickets issued versus tickets returned. The ticket auditor reviews a minimum 25% of all tickets for processing accuracy. After the audit process, used tickets are locked in storage. Only management has access to the storage.

Composite Report: This provides a full compilation of the day's cash collection activity, including opening/closing numbers, tickets returned, cars left on the lot and a breakdown of each category of ticket (i.e., no charge, cash, validated, etc.) for all cashier shifts in a 24 hour period per location.

Ticket Summary: This report is used to analyze tickets in categories of ticket types (cash, non-revenue, etc.). The form analyzes a period of one month and gives a review of the summary of tickets, including trends of average ticket price, lost ticket percentages, number of voids, etc. This report greatly assists in tracking revenue trends by day and week, showing anomalies that might need to be addressed.

Cashier Summary: This summary tracks cashiers by shift for accuracy and anomalies. It tracks over/short problems, fluctuations in revenue by cashier, tickets processed, and voids by cashier. This report greatly assists in tracking trends in cashier ticket processing.

AUDITING PROCEDURES: LAZ Parking successfully manages $1 Billion in annual revenue. To manage and account for these transactions we have developed sophisticated accounting systems and several types of audits we perform on a regular basis. These include:

- ✓ Routine Audits
- ✓ Unannounced Audits and Spot Audits
- ✓ Internal Audits
- ✓ Secret Shopper
- ✓ Customer Surveys

It is the responsibility of the Operational & Finance Audit staff to consistently Verify, Review All Reported Parking Revenue & Sales (of Daily & Monthly Parking Visitors), Cash & Credit Payments & Collections, Revenue Control Equipment and System Reports & Receipts, Collected & Issued Tickets, and monitor Bank Deposits.

The Various Audits mentioned are conducted on-site, daily and throughout the month, by the Supervisors, Managers on Duty and Audit Staff, to monitor, deter and prevent theft, and to ensure Integrity and Accuracy.

Standard Audit Practices: LAZ Parking's Audit Department continues to expand and upgrade systems in order to keep pace with our growth and to take advantage of the newest technology developed specifically for the parking industry. Our highly trained staff has extensive experience with accounts receivable procedures, field operations, payroll, and field and internal auditing practices. Audits are conducted either as primary or secondary audits.

The primary audit is the first level of audit. This audit is performed at the operation's site and is conducted by the on-site manager or field auditor. The purpose of the primary audit is to verify that the

cashiers are following the company's procedures, and to insure that the revenue is recorded correctly. This type of audit is performed on a daily basis.

Client Reporting Services: The Client Reporting Services (CRS) team is a critical component of our commercial delivery and success for all managed clients at LAZ Parking. The department, led by Sandor Dizes, Vice President, is comprised of over 25 highly qualified accountants who specialize in client services and providing monthly financial reporting for over 800 locations across 26 states. All team members pride themselves on completing reports in a timely, accurate, and complete manner in accordance with GAAP or Cash Basis of accounting consistent with underlying management agreement terms and client expectations.

In completing the monthly accounting procedures, the CRS team utilizes best practices, controls, and procedures to ensure that client revenues are tracked, reported, and reconciled accurately. The team members also utilize a comprehensive mix of enterprise and custom open source applications, including Epicor, Doc-Link, IntegraPark - Paris/Rome, as well as a custom developed web-based Daily Cash Reporting (WebDCR). Monthly accounting transactions from all transactional sources, including banking and financial institutions are integrated, matched, and reconciled using T-Recs Enterprise total reconciliation solution. End user reports are generated using FRx or SQL Server Reporting Services (SSRS) and accessible by clients through a private and secure web online portal.

Although the department has standardized client reporting, there is flexibility to offer financial reports in formats that are tailored to each client in order to include all desired relevant financial and operational content. The Client Services List summarizes all available financial related report contents that may be included in a monthly report. Although all reports do not typically include every item listed, clients are consulted to develop the appropriate contents and information to provide each month. The accountants work closely with the field operations teams to develop any additional KPI's and non-financial data that may be required to be included in the monthly report.

Reporting: LAZ will use generally accepted accounting procedures, will keep financial records of the facility, and will use cost-control procedures in the disbursement of funds. We will provide, no later than the 15th of each month, unless a different date is specified, a revenue summary report detailing all financial activity for the previous month. On a monthly basis, LAZ will present property management with a comprehensive management report. This report will include, but is not limited to:

- Executive Financial Summary
- Monthly Operating P + L
- Copies of Paid Invoices
- Gross Receipts
- Validation Invoices
- Payroll Distribution
- Daily Revenue Summaries

Our People Come First: At LAZ, we are committed to being Servant Leaders! By this we mean we are here to serve our employees and give them the respect and support they need to be successful every day. Simply stated, working with our clients, our employees are empowered to take care of the tenants and

their guests and to do whatever it takes to meet their needs. When we adopted the reverse-pyramid view of management at LAZ Parking, we realized the importance of properly serving our employees and middle managers. It works like this: Our executive management team focuses on supporting our location managers to give them whatever it is they need to succeed. Our location managers are expected to serve their front line employees, providing them with support and resources. Finally, the front line employees pass this same style of attention on to the customer, doing whatever it takes to make them happy. In this type of company culture, our executive management is constantly asking "What can we do to better serve our employees?" so they in turn can better serve our customers.

Employee Turnover: LAZ's turnover ratio is well below the industry average, and our employees stay with us for an average of 7 years. Our ability to retain employees is a function of (i) maintaining a positive /supportive work environment; (ii) providing qualified employees with meaningful career advancement opportunities; and (iii) providing a quality benefits program. We believe in taking care of our employees to the best of our ability and rewarding them for their good work.

Equal Employment: LAZ is an equal opportunity employer. We make all employment decisions, including, but not limited to, recruiting, hiring, training, and promoting our employees and administering our personnel policies, without regard to protected class status in accordance with applicable state and federal laws. We are dedicated to ensuring that all decisions regarding personnel are in accordance with our principles of equal employment opportunity. LAZ Parking is committed to the practice of equal opportunity and affirmative action in all aspects of employment. It is company policy to provide equal opportunity and affirmative action to all applicants and employees without regard to race, color, sex, age, religion, national origin, marital status, or handicap. The company also is committed to continue to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, sex, age, religion, national origin, marital status, or handicap. Individuals will continue to be upgraded and promoted on the basis of their abilities, skills and experience.

Diversity: LAZ Parking strongly supports diversity in the workplace and affirmative action. We also provide a harassment free working environment with an employee hotline to report concerns in the workplace.

Fair Wage and Benefits Program: A fair wage and benefit program is the start of incentivizing employees to maintain employer loyalty. We also provide monetary reward programs, employee of the month contests, social events and recognition in our employee newsletter; all in an effort to promote a high level of employee morale and keep employee turnover to a minimum. We strongly encourage our clients to approve incentive bonus programs, wherein employees can participate in fun, friendly competition for monetary and other rewards for achieving high scores on things such as 100% attendance, perfectly completed reports, customer compliments and survey results. Being recognized by your employer in front of your peers is very motivating and rewarding.

LAZ has transitioned hundreds of different parking contracts over the last thirty years of our business. These include Class A buildings, hospitals, municipalities, university, government and private contracts. Some of these contracts have required us to provide certain benefits, wages and employee amenities which we have standardized. Below you will find a chart of many of the benefits offered to our

employees. We believe that good employees deserve good wages; subsequently our starting wages are typically higher than the local minimum or prevailing wages for similar work.

Company RAVE Program: On our weekly regional operations conference call, each region highlights any employee who stands out for their overall dedication or for a specific achievement. These individuals are sent a "RAVE Card" that is personally signed by the LAZ management staff. RAVE stands for Recognizing Acts of Value & Excellence.

Quarterly Leadership Meetings: Every quarter we host a meeting of all our Regional Leaders. These meetings provide an opportunity to update our Team Leaders on LAZ current events, as well as provide team-building opportunities.

Innovation Awards: Very often it's the simple ideas that can make a difference. It's all about smart thinking. LAZ Parking's bi-annual Innovation Awards are designed to reward those who identify innovative ways to efficiently meet LAZ Parking's customer and client needs while living up to The LAZ Way. Smart ideas consisting of innovations big and small, which have improved LAZ business, including everything from customer service to financial savings are recognized and rewarded. LAZ Innovation Awards are open to all LAZ employees and finalists are recognized for their contributions and then rewarded for their efforts at our annual national convention.

- EMPLOYEE ENGAGEMENT
- TEAM BUILDING
- REWARD
- PRIDE IN ACHIEVEMENTS
- SHARE OF BEST PRACTICES
- CREATE OPPORTUNITIES
- MPROVED PERFORMANCE
- IMPROVED SERVICES
- NNOVATION AS A LAZ CORE VALUE
- CREATE VALUE TO OUR CLIENTS PARTNERS IN PARKING

"Everyone at LAZ can make a difference, no matter their position."

Training: LAZ parking attendants receive comprehensive training that includes proper safety measures including illness and injury prevention. Details of our standard training are provided below. We also offer ongoing training and refresher courses, plus additional resources that are available to our staff online and through LAZ University. Safety courses at LAZ University include:

- Safety Awareness
- Carbon Monoxide
- Cold Weather Injuries
- Heat Related Injuries
- Robbery Prevention
- Safe Lifting
- Slip, Trip and Fall
- Stretching

These topics are also discussed during orientation.

LAZ employees are also offered the following Wellness Courses:

- 10 Tips for Healthy Eating
- What's in your Shopping Basket?
- Processed Foods Part 1
- What's in your Shopping Basket?
- Processed Foods part 2
- What's in your Shopping Basket?
- Read Labels

Safety Training: All of our employees are issued a Safety Manual along with a thorough review of safety standards in their initial orientation. Our number one focus is the safety of our employees and customers. No unsafe behaviors will be tolerated under any circumstances. Safety training includes some of our most common situations such as safe driving skills, safety working around vehicles in the loading zone, personal injury avoidance, proper lifting techniques, working in extreme temperatures, proper behavior during a robbery situation, working with intoxicated customers, and avoidance of slips and falls and general hazardous situations.

Injury and Illness Prevention Training: All of our employees are trained in workplace safety that fully involves all employees, supervisors and management. It identifies the specific workplace hazards that employees are exposed to and corrects those identified hazards in an appropriate and timely manner. Training consists of:

1. Responsibility
2. Compliance
3. Communication
4. Hazard Assessment
5. Accident/Exposure Investigation
6. Hazard Correction
7. Training and Instruction
8. Documentation / Recordkeeping

LAZ training starts with our hiring practices because we have developed hiring techniques which lead us to selecting the best qualified personnel for the available positions. All levels of employees continuously receive training in areas such as customer service, new technology, and self-improvement.

In today's competitive market place, our clients and prospective clients often hear the redundant claim from various vendors and firms that their people make the difference. However, LAZ has a proven track record of recruiting, training, promoting, and retaining the best talent in the commercial, residential and hospitality parking sector. Since 1981, only 10% of the service professionals hired by LAZ Parking have not been retained. LAZ is confident that this statistic will prove true throughout our tenure, which equates to stable operations, heightened guest loyalty, and confidence in your curbside amenity services

4. WORK PLAN

LAZ believes that first impressions are lasting impressions. We believe people make the key difference in the service sector and have developed the following training-intensive program to help develop our employees into the best in the industry. All new employees have a training session with either their manager or the property manager to go over important aspects of the job, including uniform policy, review process, pay scales, policies and procedures on missed days, and customer relations.

Web Training: LAZ Parking conducts daily and weekly web-based training sessions throughout the country to achieve employee training compliance and operational excellence. From basic mathematics to technical equipment repair and maintenance, the dedicated LAZ Parking training team performs structured "webinars" to ensure a consistent workforce.

New employees are paired with veteran employees who have been trained as trainers. Depending on the employee and complexity of the position, this training can last from one week to two weeks. The Manager will also closely monitor the progress and provide additional hands-on training to the employee. New employees will be involved with the following:

- LAZ Parking: Learn about our culture, our philosophy, and our goals
- Company Policies and Procedures: Review the standard operating procedures handbook
- Benefits: Benefits we offer to employees
- Training: We will review the different types of available training which include classroom, field operations, safety and customer service
- Customer Service: This is part of the training program, but special emphasis will be placed on the programs, meetings and expectations for complete customer satisfaction

Hands-On Management Training: **LAZ PARKING** focuses on providing direct, hands-on management training throughout the senior levels of our management structure. Our ancillary management staff is close by and can devote significant time and energy to the parking operation—including regular on-site visits, inspections and reviews—to assure that our mutual goals and objectives for performance are achieved. Our on-site management team is available 24/7 to the property.

On-Going Customer Service Training: We provide our personnel with extensive operational and customer service training. We strongly encourage our clients to allow on-site LAZ Parking personnel to participate in customer service training programs administered by the Property for its own employees. Doing so assures that our staff understands the Property's customer service expectations and facilitates teamwork among all property management personnel.

Employee Handbook: The Manager will ensure that all LAZ employees will adhere to and observe all rules, regulations, and standard operating procedures contained in the LAZ Parking employee handbook. Additionally, the Manager will have knowledge in and follow all City of Salinas and government agency laws, policies and guidelines, and ensure that all LAZ employees are knowledgeable and educated with regard to important information or policies that may directly or indirectly relate to their duties or to the operation at Monterey Street Garage. Along with this, LAZ will be regularly updated in the local and federal government laws and ordinances to ensure that the Manager and all employees meet these requirements.

4. WORK PLAN

Classroom Training: LAZ Parking's basic instructional program introduces each new employee to the fundamentals of parking. A comprehensive driver/cashier/valet/maintenance training guide educates employees on guest/customer relations, vehicle handling, facility appearance standards, job performance techniques, and problem solving. LAZ Parking requires a minimum of 12 classroom hours of basic training before employees are permitted to start location specific duties.

Most importantly, all new employees are introduced to LAZ Parking's "Recipe for Success": Trust, Dependability, Positive Attitude, Teamwork, and the Ability to Learn. Here, employees are taught the 5 building blocks of success and how to utilize these qualities during employment with LAZ Parking. At the front-line employee level, this translates into providing high quality service, creating a positive attitude, and solving problems for the customer. Employees are encouraged to show initiative and to make common sense decisions in order to address specific needs of the customer. Our aim is to impress our customers with the fact that our employees are empowered to help them, and exemplary performances by employees are acknowledged and/or rewarded. An employee who perceives his role as a "processor" rather than as a problem-solver, and who demonstrates any trace of "it's not my job-ism" will be negatively reviewed (and will be warned that failure to address that attitude problem will be the basis for termination).

On the Job Mentor Shadowing: New employees are scheduled to work with an employee in the same job category 16 to 32 hours, based on manager and mentor evaluations. During the mentor shadowing process, the mentor reviews all important procedures within the cashier/valet training guide. This important step assists new employees in adjusting to the specific work environment, and gives the new employee an example of acceptable work habits and teamwork. Mentors are chosen from the field of veteran employees based on their performance.

Follow Up: LAZ Parking is 100% committed to creating opportunities for our employee. We hire only the best candidates, train extensively, and demand nothing short of excellence from each team member. In concert with our demanding expectations, we maintain a regimented program designed to evaluate the performance of our team. Below is a brief overview of our evaluation program:

- ✓ **Initial Feedback** - An employee's first 10 days are carefully monitored by the Management team. The employee is shown an initial review, which addresses work habits, appearance, paperwork, customer contact and on-the-job performance.
- ✓ **90-day and Six Month Appraisal** - LAZ Parking believes in consistent evaluation of employees. If standards are not established and communicated, an employee cannot be expected to meet those standards. The Company's managers are trained to give effective reviews and let the employee know where he or she stands with LAZ Parking.
- ✓ **Annual Review** - Once the employee passes the 90-day and six month review periods, he or she is reviewed annually. A written evaluation is done during this process. LAZ Parking makes every possible effort to identify, screen and hire the best employees. Because of these efforts our customer service excels, our employee turnover is the lowest in the parking industry at 10%, and our clients receive personnel stability that is second to none.

LAZ as a Learning Organization: Our online program, LAZ University, gives employees access to courses, classes and activities in four categories: Professional Skills, Client/Customer Relationships, Leadership

and Management, and Parking Business. Operations and financial topics are included in the "Parking Business" category.

Through the LAZ University Learning Center, employees have on-demand access to more than 150 courses, classes and activities. Our curriculum is designed with the 21st-century-learner in mind, built by a "just-in-time" model (similar to YouTube) so that employees have access to brief video and interactive learning at their fingertips. Learners post questions, collaborate and share best practices through the LAZ Nation Online "Tribe," a social networking portal designed exclusively for LAZ Parking employees. A key, 10-week program within LAZ University, the "LAZ Parking Manager Certification," provides frontline managers with the skills, tools and resources needed to lead teams at any type of property.

At LAZ Parking, we live by a cutting-edge, multi-faceted talent management strategy that drives decisions about who we hire, what our learning programs include and how we evaluate our employees. Four core competencies sit at the center of the strategy, narrowing the focus for hiring, developing and retaining talent in such a way that our result is a consistent, extraordinary service experience for our clients and customers (what we call the "LAZ Way"). LAZ University is an integral part of this experience. Although LAZ values classroom training during the orientation phase, classroom training is not on-going at LAZ. Instead, LAZ is a "learning organization" that subscribes to the belief that effective learning and coaching happens "on the job." Staff and Managers share the daily experience with each other and then log on to the LAZ University Portal to receive real time coaching feedback that they can immediately put into practice. This approach removes the barrier often created between what is learned in the classroom and what is put into practice at the location.

Quality Customer Service Delivery through Training - Parkology: Parkology will give the Property insight into some of the training that our employees will receive as they travel the pathway to success.

The Four Academies of LAZ U: LAZ University spans across four Academies. The four academies are represented by the four columns of LAZ University as shown in the graphic following and in the LAZ U logo.



Customer Complaint / Problem Resolution Training: LAZ Parking has built our reputation on the excellent customer service we provide to our clients, customers, parkers and visitors. We continuously explore new ways to improve on the experience that people have when they utilize parking facilities

which we manage. We pride ourselves on resolving all customer issues, complaints or concerns in a prompt, courteous manner. We provide our staff with continued training and education so that they are prepared and well versed to handle customer complaints. Below are examples of the training we provide to our employees to help resolve customer complaints. The majority of customer/staff interactions involve the following situations.

1. Customer looking for information - Information sought usually includes:
   - Hours of operation
   - Parking rates
   - Directions
   - Available parking spaces

Resolution: This information is provided to our employees at the time they start at a new location, so they can quickly answer the customer's questions. If they do not know the answer, there is a chain of command regarding who they should contact for the information.

2. Customers looking for solution - Typical examples of this include:
   - Customers who have lost their ticket
   - Customers who do not have sufficient money to pay
   - Customers who cannot find their vehicles

Resolution: LAZ Parking has specific policies and procedures to follow and resolve these types of issues. We have provided these to the Monterey Street Garage management team and will renew/refresh in new contract Employee training involves discussion of these issues so they understand their role and responsibility.

3. Customers who wish to be heard - These customers can be the most challenging because they may exhibit the following actions:
   - Angry or upset
   - Need to vent
   - May be irrational
   - Not interested in explanations

Resolution: Employees are trained to listen effectively to the customer and identify the issue. They are also taught to remain professional, patient and offer a solution. We teach the cashiers phrases on how to choose the most appropriate words when offering a solution. If a customer does not want to accept the employees' solution, they immediately contact their manager. He or she will be available to assist with these situations and will promptly work with the customer to resolve the issue. We endeavor to get a name and phone number for further follow up action if necessary.

Hiring Process: The delivery of exceptional service starts with our stringent hiring practices, which lead us to selecting the best qualified personnel for the available positions. All levels of employees continuously receive training in areas such as customer service, new technology, and self-improvement.

In today's competitive market place, our clients, and prospective clients often hear the redundant claim from various vendors and firms that their people is the difference maker. However, LAZ Parking has a proven track record of recruiting, training, promoting, and retaining the best talent in the airport,

commercial, residential and hospitality parking sector. LAZ is confident that this statistic will continue true at Monterey Street Garage, which equates to stable operations and heightened guest loyalty and confidence in your parking services.

At LAZ Parking we realize we are only as good as our people. Therefore, we are very particular about who we select to join the LAZ Parking Team. We have developed specific steps to attract and maintain quality people. The following policies will be administered by the Operations Manager in conjunction with the Human Resources Manager, to ensure Monterey Street Garage's Parking Team will be of only the highest caliber.

LAZ has over 450 employees in the Bay Area. We will maintain at Monterey Street Garage a day by day and week by week backup schedule of employees that are required to be on call for that particular day and shift, so that they are aware and prepared to be called in if there is a call out or emergency. This is part of our standard operating procedures. This ensures that we never have an unfilled position so that service is not impacted and we don't build up a lot of overtime. These employees are a valuable resource to any facility that thrives on customer service in order to fill gaps created by call outs and vacations and to meet the demands of seasonality. We will implement an active cross training program where managers, supervisors, and employees from other locations will also be cross trained to perform every function in their assigned scope of service, to assist if necessary during the event of employee call outs or any unplanned emergencies.

Employee Dress Code: Where applicable, all employees at Monterey Street Garage must wear the assigned uniform approved by the Property management team, while working at all times. All employees will be aware that when in their uniform they are associated with and representing both LAZ Parking and the Property. Employees are required to sign for the uniforms and the uniforms are considered company property.

Uniforms must be maintained at all times by the employee; while they remain on the property of the company it is the employee's responsibility to maintain the uniforms appropriately including upkeep, and ensuring they are cleaned and pressed. Employees will be required to wear the proper uniform at all times at Monterey Street Garage. The primary uniform shall consist of the following:

1. Company issued or approved shirt
2. Company issued or approved jacket (spring or winter weight)
3. Company issued or approved name tag or badge
4. Company issued or approved pants
5. Company approved belt
6. Company approved socks and rubber sole shoes
7. Any accessories (such as hats or gloves) must be Company authorized.
8. Safety vests must be worn at all times on the outside of the shirt or jacket.

Employees who come to work in dress that management believes to be inappropriate or in violation of the uniform policy will be sent home to change. Any time lost by non-exempt employees as the result of this will not be paid.

4. WORK PLAN

PERSONAL APPEARANCE: All employees' personal appearance must always be very neat. They may not wear excessive jewelry, including oversized rings, chains or earrings, while at work. Visible tattoos and body piercing are prohibited.

Men: Hair must be neatly combed and cut above the collar. No facial hair is allowed other than well-groomed moustaches.

Women: Long hair should be tied back, cosmetics should be moderate, and visible pierced jewelry may be worn only on the ears.

In keeping with our equal employment opportunity policy, LAZ Parking will make reasonable accommodations to the dress code and personal appearance standards for those employees in a protected class.

Communication: At LAZ, we believe that focusing on communication is crucial to successfully accomplishing objectives. Open lines of communication will continue with the Property Staff and we will continue to be available 24/7. Our Manager, will be onsite to address any questions or concerns. In addition, our Director of Operations, Ryan, will also be available at any time via email or phone call. Ryan will continue to be actively involved in the daily operations, as will upper management. Management and Senior Staff have a "Weekly Win Call" where daily operational highlights are communicated to our Home Office and Partners.

Our clients are encouraged to establish a regularly scheduled meeting with our management team daily, weekly or monthly based on their own availability. Client huddles typically involve a review of the previous month or the week's operational and financial performance, and help to set objectives for the upcoming period prior to the next call. The call group involved with Monterey Street Garage would include regular participation by Ryan Dreisbach, Director of Operations, Cindy Hefner, General Manager; and the Garage Manager. Rod Howery, Regional Vice President, George McTernan, Regional Auditor and Lou Fresquez, Human Resources Business Partner, are available at any time needed but at least quarterly for a checkup with the Property. Below is a sample of some of the topics which are typically discussed during these meetings:

- ✓ Facility operations
- ✓ Customer service programs
- ✓ Repair, maintenance programs and recommendations
- ✓ Revenue enhancements
- ✓ Expenses savings
- ✓ Market conditions and trends
- ✓ Client, employee and visitor requests a questions
- ✓ Staff suggestions
- ✓ New training opportunities
- ✓ Security concerns

Quality Assurance: Our quality assurance programs will ensure contract compliance, while also measuring how we are doing. This includes the use of mystery shoppers, survey cards, dashboards, spot audits and site inspections, regularly scheduled audits, reporting, local, and corporate management involvement and corporate interaction from audit, accounting, HR and other company support functions. Following you will find more detail on our Quality Assurance programs such as our Customer Survey and Mystery Shop programs, as well as our Maintenance Site Inspections.

4. WORK PLAN

Customer Surveys: On an annual basis, or more often if requested by our clients, customer survey cards are distributed at the locations. This allows LAZ to gauge the effectiveness of our employee training programs and make continuous improvements as needed. The surveys are summarized in a matrix that is then reviewed with our clients. Parkers' feedback is obtained on issues such as:

- ✓ Helpfulness of the LAZ staff
- ✓ Level of customer service
- ✓ Facility's appearance
- ✓ Cleanliness
- ✓ Ease of parking
- ✓ Billing procedures
- ✓ Cash transactions
- ✓ Overall satisfaction

The results will be shared and reviewed with the appropriate Property Staff. If any items fall below an acceptable level, an action plan would then be submitted for approval, and if approved, would be implemented immediately in order to address the issue.

Mystery Shopper Service: Once a month, our "Mystery Shopper Service" audits the parking experience and evaluates each of our facilities. The shopper evaluates the ticketing procedure and tickets themselves, the cashier in terms of appearance and customer service, and the overall cleanliness of the garage. A report is generated and sent to the Regional VP who then has the Project Manager pull the specific ticket to ensure that proper ticketing procedures were followed and the transaction was accurate. Based on other aspects of the shopper's report, any necessary actions would then be taken to either correct or reward the location and staff.

LAZ Approach to Transitions: LAZ Parking understands the importance of a seamless and efficient transition of an account. LAZ transitions over 150 locations per year and our leadership teams and managers have extensive experience with all types of transitions. We have been involved in the successful transition from an existing mode of operations and/or management team to a new mode of operations and/or management team for many different types of parking locations throughout the country.

Because we transition so many locations annually, the LAZ Parking implementation teams have developed unique and vast experience which includes transitioning projects that are similar in scope and size to the Monterey Street Garage account.

Our Commitment:

- Detailed Planning
- Constant Communication
- Efficient Execution

Execution is critical to ensure that customers do not experience negative changes to the program, only positive enhancements. The team will also ensure all contractual requirements are complied with. The team will meet with the City of Salinas leadership and prepare a day-by-day and week-by-week transition plan. We believe very strongly in frequent communication and interaction through face-to-face meetings with clients in order to create a smooth, seamless process as well as being proactive to prepare for any unexpected challenges. Our transition plan will refine oversight and operational responsibilities to ensure a seamless transition and smooth ongoing day-to-day operations.

4. WORK PLAN

Experience: We have quadrupled in size in the last 6 years, growing from 500 properties to almost 2,0(properties. These transitions have given us valuable experience and insight across many different siz and types of accounts. Our after-action-reviews allow us to review each transition, document o successes, and learn new ideas each time. LAZ commits significant resources to transitions to ensure th the transition team has as much support and expertise as they need to complete a successful transition.

The LAZ Transition Process

Stage 1 - Due Diligence and Communication

- Meet with client stakeholders to define expectations and communication process
- Establish routine meeting schedule for before, during, and after transition
- Assemble transition managers and team members and assign tasks and duties
- Conduct a site walk through and thorough review of current parking operations
- Coordinate transition plan with entire LAZ Parking transition team and City of Salinas
- Review and submit all necessary Licenses and Permits
- Review operational recommendations with City of Salinas
- Evaluate and revise existing staffing schedules
- Review existing equipment and inventory needs
- Complete introduction meeting and communication session with all employees

Stage 2 - Employee Processing and Account Procedures

- Submit updated recommendations to supplement existing operations
- Delegate management and supervisory job assignments
- Order supplies, telecom, merchant ID numbers for credit cards, forms
- Establish banking information and cash handling procedures
- Complete technical support training on Revenue Control Accounting and Inventory Systems
- Notify existing contractors of operator change & negotiate new contracts
- Forward all Insurance Certificates as needed
- Interview all existing employees and additional new employees as needed
- Conduct employee on boarding process: employee orientation and customer service training
- Conduct all three segments of Healthcare Services Training (CARE, Regulations, Patient Safety)
- Complete uniform fitting for all employees

Stage 3 - Equipment and Protocols

- Service vehicles and equipment on-site
- Submit updated operating budget to City of Salinas
- Complete installation/training of automated payroll/time attendance system
- Complete installation of automated cash deposit system
- Complete Credit Card Processor testing and training
- Develop site-specific Standard Operating Procedures (SOP) for City of Salinas properties
- Inspect existing equipment and perform needed maintenance
- Distribute uniforms and employee equipment

Stage 4 - Transition

- Commencement of operation

- PCI compliance site audit
- Conduct comprehensive operational and procedural audit
- Submit monthly parking transaction and revenue reports
- Submit Standard Operating Procedures (SOP) and billing statements to City of Salinas
- Implement approved operational & revenue enhancement programs
- Submit revenue and expense reports to City of Salinas for format approval
- Continue on-going meetings with transition team, parking manager and City of Salinas

Standard Operating Procedures: As part of the transition we will develop Standard Operating Procedures (SOP) manuals to specifically meet the contract requirements and the scope of operations at the properties. The SOP manual will be submitted to the City of Salinas leadership for approval. The SOP will be adjusted as necessary to meet the dynamic and ever evolving parking operations.

To ensure that the parking operations are staffed with qualified parking professionals, every candidate will be required to successfully complete our hiring process. Every applicant, regardless of the position, is required to go through the interview process with a qualified and trained interviewer, pass a background check, DMV check if they are drivers, drug test and reference check. Once hired, they are then required to attend our new hire orientation, as well as pass all training courses.

Our goal with the on-boarding and training program at the Monterey Street Garage is to raise the bar and set an expectation level for the delivery of outstanding patient experience and customer service. Also, during this period our Audit Manager will provide the City of Salinas with a comprehensive review of the operational and procedural functions with a plan of action for rectifying any potential issues.
This audit review will include:

- Operating procedures analysis
- Implementation of approved revenue and operational enhancement programs
- Separation of duties
- Cash handling procedures
- Risk management assessment

After the transition is complete we will continue to have transition follow-up meetings with our team leaders and the City of Salinas leadership until everyone is satisfied that we have completed all proposed enhancements, met all contract requirements, and met the needs of the employees through transition. This is part of our post transition follow-up.

General Maintenance/Light Housekeeping: LAZ Parking has over 37 years of experience in cleaning, maintaining and repairing parking facilities. We understand that the parking garages/lots will be the parker's first and last impression of their visit to a particular destination. Our philosophy is that the parking garages/lots must be clean, well-lit, clearly marked and inviting. In addition to promoting a user-friendly atmosphere, we are experienced in providing maintenance services which are specific to parking structures and aimed at prolonging the useful life of the structure and maintaining the value of the asset.

4. WORK PLAN

The onsite employees will begin each day by policing the garage for any trash or debris. LAZ Parking will provide the following maintenance tasks to keep the garage clean and attractive, as well as to protect Property Management's parking asset. Following are other cleaning and maintenance duties that will be performed on an agreed upon schedule:

- ***Daily Litter Removal:*** We will pick up and remove all litter and debris daily. The trash receptacles will be emptied on a daily basis.
- ***Parking Equipment:*** The revenue control and access equipment will be wiped down on a weekly basis, more often if necessary. We will oversee the implementation of warranty and preventative maintenance work. Routine equipment maintenance, such as gate replacements, will be performed in-house by our staff on an as-needed basis.
- ***Office Cleaning:*** The garage offices and cashier's booth will be thoroughly cleaned daily. Specific services to the office areas include: vacuuming, dusting, trash removal, window and sill cleaning, and light bulb replacement.
- ***Glass Cleaning/Graffiti Removal:*** All booth windows will be cleaned daily and maintained professionally. Glass surfaces/graffiti within reach will be routinely cleaned by our maintenance staff.

5. PROJECT STAFFING

Personnel/Staffing: LAZ Parking will demonstrate an exceptional familiarity with parking garage management. Most importantly, we will demonstrate a superior understanding of operational requirements, public relations, and customer service practices.

Local Support Personnel: LAZ Parking's dedicated and high level staff members have extensive Bay Area Parking experience. With over 500 employees locally, LAZ Parking is confident that we can provide exceptional personnel that will meet the level of service that is required by Property Management and LAZ Parking. All of the following Team Members have worked extensively in parking for many years over the courses of their careers and will support the operation locally on a go forward basis.

Accurate and Efficient Staffing with Trained, Service Oriented Employees: One of the most important responsibilities of the Garage Manager will be scheduling and staffing the facilities with professionally uniformed and groomed attendants, providing a positive and professional first and last impression of City of Salinas and its valued guests upon each visit. We will routinely refine our plan based on our operating history and other factors affecting parking demand (such as peak times and Holidays), ensuring a sufficient number of attendants are present during the times they are most needed at each station. Regardless, should the Property request additional staffing for any reason and at any time, we will be immediately responsive to your needs.

As part of the hiring process, LAZ seeks individuals with open flexibility and the availability to work in multiple positions and locations. By doing so, this makes it easier for our Managers to have on hand the amount of staff they need at any given time. All employees will be cross trained for multiple job duties in order to provide adequate coverage during periods of turnover or leaves of absence. All time off requested by employees must be approved by a Manager at least 2 weeks prior, so that knowledge of an employee's availability is taken into consideration when making staffing decisions.

Team LAZ

Ryan Dreisbach, Director of Operations: Ryan is an experienced parking professional with knowledge in a vast array of parking verticals. He has a wide range of experience with Hotels, residential buildings, commercial garages, automated garages, off airport parking and various shuttle services. Ryan has a firm understanding of self-parking and the aspects of Class A managed buildings. For LAZ, Ryan currently overseas the East Bay operations as well as the San Jose market. He puts a big focus on the customer experience while successfully managing revenue and expenses. Ryan resides in the Bay Area and graduated from Ashford University in San Diego with a degree in Service Management.

Cindy Hefner, General Manager: Cindy Hefner has been in Parking for 17 years. She is an accomplished operations executive with hands-on experience in successfully growing sales and revenues, improving customer service, and aggressively controlling expenses in competitive market environments. Cindy has a strong track record in identifying, developing and executing productivity and system improvements. She offers a wide range of expertise in all areas of parking, including Managed Garages, Full garage automation operations, Hotel, Valet and Self-Park. Cindy has built a reputation well respected by our clients for excellence in seamless transitions, operational efficiency, implementation of new technology and equipment to maximize revenue. She was once named by our

client as the customer service genie with an expense reduction wand. Cindy lives in the Bay Area and graduated from Texas Wesleyan University in San Antonio. Cindy will be responsible for developing, supporting and implementing the operations as well as client communication on a day to day basis. In addition she will utilize her ability to implement effective team building skills. Cindy will work directly with onsite personnel to support the transition and ongoing parking operations at Monterey Street Garage.

Lou Fresquez, Human Resources Business Partner: Louis is known as an expert in the Human Resources field, overseeing all aspects of our Human Resources for 225+ employees in the Pacific North West Region. He has delivered many training programs to hourly and management employees and has many years of experience managing payroll and benefits. Not only is Louis an expert in Human Resources but he has extensive parking management experience, he has worked in the parking industry for the last 17 years. Louis holds a Bachelor of Arts Degree in Liberal Studies with a minor in Business from California State University, Hayward. Lou will be responsible for hiring and retaining the employees.

Sandor Dizes, Controller, Vice President of Client Reporting Services: Sandor joined LAZ Parking in 2011 and oversees LAZ Parking's Management Accounting and Reporting team. He is also involved in the financial and administrative support functions performed by our home office and regional teams. Sandor spent 12 years at two leading regional public accounting firms in the Hartford, CT market where he served as a manager providing business compliance and tax services primarily to closely-held, middle market companies. Prior to joining LAZ Parking, he served as CFO of a private-equity backed third party service provider of digital imaging repair and refurbishment services and reverse logistics for Big Box retailers and all leading OEM's in the consumer electronics industry. He currently leads a team of 20 highly qualified accountants that service over 500 managed client locations located across the country. He is also a CPA. Sandor will be responsible for tracking and compiling the statement and billing each month.

Marty Montano, Senior Controller: Marty brings 23 years' operational and financial experience in the parking industry to these roles. After 12 years as Regional Controller in the Northwest responsible for 8 Northwest States comprising 300+ locations and over $200 Million in revenue, Marty owned and operated a successful valet parking business in downtown Seattle before becoming a parking industry consultant in the Southern California and Northwest markets. Marty graduated from California State University at Northridge, School of Business and majored in Accounting & Marketing.

Rod Howery - Regional Vice President: Rod Howery has 25 plus years in the San Francisco Parking market. Recently a Regional Vice President for ABM Parking (the past 12 years), he managed operations of Class A office buildings such as TransAmerica Pyramid, 555 California, One Market Plaza, to name a few. He is also active in the community, specifically in his 18th year on the SF BOMA Associates Committee, which he also chaired for three years. Active in defeating the proposed increase of the Parking Tax (Prop E) in 2006, he is a native San Franciscan and very knowledgeable in the San Francisco market.

5. PROJECT STAFFING

John Svendblad - Senior Vice President, West Coast: John currently serves as Senior Vice President for the Western Region, responsible for the overall management of LAZ Parking's operations and development in the Greater Los Angeles, Northern California and Northwest regions. With his related business experience, he manages financial performance, leads new business initiatives, creates and nurtures client relationships, and directs tactical measures to ensure alignment with corporate strategic plans. John contributes his experience and is active with industry organizations, including serving as a member of BOMA/GLA's Board of Directors. John holds a Bachelor's Degree in Business Administration from Suffolk University.

Local Organizational Chart

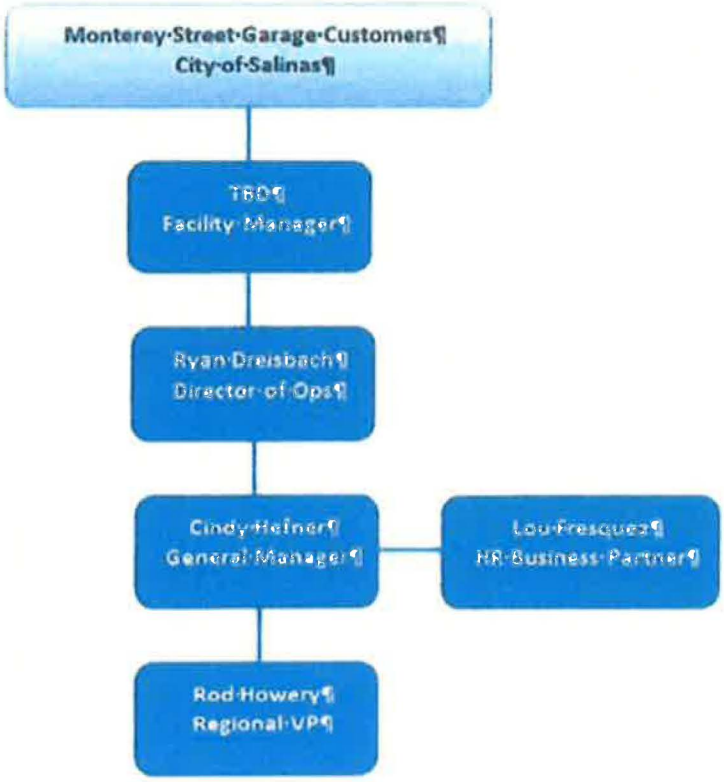


Exhibit C - Compensation

The following pages indicate annual cost of service and work schedules

1. Total Annual Cost of Service: $280,039 p 40
2. Daily Schedule p 40
3. Schedule During Transition period p. 41

1. Annual Cost of Service

Monterey St. Garage-City of Salinas

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year One
Revenue													
Transient	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	96,000
Monthly	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Total	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**15,000**	**180,000**
Expenses													
Salaries, Wages & Fringe Benefits													
Payroll	13,765	14,178	14,178	14,178	14,178	14,178	14,178	14,178	14,178	14,178	14,178	14,178	169,723
Payroll Taxes	1,700	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	1,751	20,961
PTO	482	496	496	496	496	496	496	496	496	496	496	496	5,940
Health Insurance	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	1,700	20,400
Workers' Compensation Insurance	1,360	1,401	1,401	1,401	1,401	1,401	1,401	1,401	1,401	1,401	1,401	1,401	16,769
Total (Salaries, Wages and Fringe)	**19,007**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**19,526**	**233,793**
Other Expenses													
Insurance (liability, GKLL, crime)	700	700	700	700	700	700	700	700	700	700	700	700	8,400
Payroll Fees	377	377	377	377	377	377	377	377	377	377	377	377	4,526
Supplies	50	50	50	50	50	50	50	50	50	50	50	50	600
Tickets / Receipts	1,200	-	-	-	-	-	1,200	-	-	-	-	-	2,400
Revenue Control System Maintenance	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Sweeping Services	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Office Supplies	25	25	25	25	25	25	25	25	25	25	25	25	300
Cleaning/Maintenance	150	150	150	150	150	150	150	150	150	150	150	150	1,800
PARIS Fees	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Uniforms	500	-	-	-	-	-	500	-	-	-	-	-	1,000
Signage	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000
Computer Expense	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Bank Fees	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Credit Card Fees	260	260	260	260	260	260	260	260	260	260	260	260	3,120
Base Management Fee	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
Total Expenses	**25,194**	**23,013**	**23,013**	**23,013**	**23,013**	**23,013**	**24,713**	**23,013**	**23,013**	**23,013**	**23,013**	**23,013**	**280,039**
Net Operating Income	**(10,194)**	**(8,013)**	**(8,013)**	**(8,013)**	**(8,013)**	**(8,013)**	**(9,713)**	**(8,013)**	**(8,013)**	**(8,013)**	**(8,013)**	**(8,013)**	**(100,039)**

2. Daily Schedule

Employee	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours	Rate of Pay
Manager	X	8a-5p	8a-5p	8a-5p	8a-5p	8a-5p	X	40	$50,000/yr
Attendant #1	X	7:30a-4p	7:30a-4p	7:30a-4p	7:30a-4p	7:30a-4p	X	40	$15/hr
Attendant/Maintenance #2	X	X	X	4:30p-1a	4:30p-1a	4:30p-1a	6-11:30p	29	$15/hr
Attendant #3	7:30a-4p	4:30p-1a	X	X	2-8p	6-11:30p	7:30a-4p	35	$15/hr
Attendant #4	3:30p-2a	X	4:30p-1a	X			3:30p-2a	28	$15/hr
								172	

Note: This schedule accommodates additional staff for the transition period (first sixty days).

Alternate Schedule

Monterey Street Garage Employee Schedule

Employee	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total Hours	Per Year	Rate of Pay
Manager	X	7:00a-3:30p	7:00a-3:30p	7:00a-3:30p	7:00a-3:30p	7:00a-3:30p	X	40	$ 4,167	$50,000/yr
Attendant #1	X	5:30a-2:00p	5:30a-2:00p	5:30a-2:00p	5:30a-2:00p	5:30a-2:00p	-	40	$ 3,333	$19.23/hr
Attendant/Maintenance #2	X	X	6:30p-1:30a	6:30p-1:30a	6:30p-1:30a	6:30p-2:30a	X	27	$ 1,404	$12/hr
Attendant #3	5:00p-1:30a	3:30-9:00p	X	1:30-7:00p	X	1:00-6:30p	6:00p-2:30a	31	$ 1,612	$12/hr
Attendant #4	7:45a-4:15p	X	1:45-7:45p	X	1:45-7:45p	X	7:45a-4:15p	27	$ 1,404	$12/hr
Attendant #5	2:00-7:30p	8:00p-1:30a	X	X	X	6:00p-1:30a	3:30-10:00p	23	$ 1,196	$12/hr
								188	$ 13,116	

Exhibit D – Labor Law Requirements

DEPARTMENT OF INDUSTRIAL RELATIONS' STATE LABOR CODE

Labor Law Requirements

(CCR Title 8, Section 16421)

This public works project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). All work shall be in accordance with wage scales and applicable determinations made by the Director of the DIR, as provided by Article 2, Chapter 1, Division 2, Part 7 of the Labor Code of the State of California, commencing with §1771.

Penalties for violations may be applied by the DIR pursuant to the Labor Code §1813 and §1815. The Contractor shall indemnify, hold harmless, and defend the City (with counsel reasonably approved by the City) against any claim for damages, compensation, fines, penalties, or other amounts arising out of the failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages as determined pursuant to Labor Code §1720, and hereby agrees to, §§1771-1774; to employ apprentices pursuant to Labor Code §1777.5 et seq., and/or to comply with the other applicable provisions of Labor Code §1720 et seq., §§1771-1774, §1777.5 et seq., and the implementing regulations of the DIR in connection with the scope of work. This indemnification section shall survive the expiration of the Term.

The Federal and State Labor Law requirements applicable to the Agreement are composed of, but not limited, to the following items:

1. **Payment of Prevailing Wage Rates**: All contractors, including subcontractors, shall pay no less than the prevailing rate of wages (Labor Code §1775), including the rates for holidays and overtime work (Labor Code §§1813 and 1815), to all workers employed in the execution of the contract (Labor Code §1774), pursuant to Labor Code §§1720-1784. The prevailing rates are those issued as wage determinations by the DIR, for each craft, classification and type of work. The current wage rate information can be found at the DIR's website at: https://www.dir.ca.gov/oprl/DPreWageDetermination.htm.

   Copies of the prevailing rate of per diem wages are on file at City's Public Works Department (principal place of office). Contractor shall post a copy of the determination of the Director of DIR of the prevailing rate of per diem wages at each job site.
2. **Apprentices**: Contractor and subcontractors shall employ registered apprentices on this public works Agreement pursuant to Labor Code §1777.5. All contractors on this project (prime and subcontractors) are required to submit the Division of Apprenticeship Standards' ("DAS") Public Works Contract Award Information (DAS 140) form to all applicable apprenticeship committees no later than 10 days before commencing work. Additionally, all contractors are required to request registered apprentices (DAS 142 form).

   Penalties for failure to pay prevailing wages (for non-exempt projects) and failure to employ apprentices include forfeitures and debarment under Labor Code §§1775 and 1777.7.
3. **Certified Payroll Records**: All contractors, including subcontractors, must maintain and file certified payroll records ("CPRs") pursuant to Labor Code §1776. Additionally, all

contractors and subcontractors must furnish **certified payroll records into the DIR's Electronic Certified Payroll Reporting ("eCPRs") database** (https://efiling.dir.ca.gov/eCPR/pages/eCPROnlineForm.jsp). **Penalties apply to Contractor and any Subcontractors for failure to do so** under Labor Code §1777.

4. **Subcontracting**: Contractors are required to list all subcontractors hired to perform work on this public works agreement when that work is in an excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars ($10,000), whichever is greater. See Public Contracts Code §4104.
5. **Proper Licensing/Registration**: All contractors and subcontractors are required to be properly licensed, in accordance with the Provisions of Chapter 9 of Division 3 of the Business and Professions Code and subject to the requirements of §4104 of the Public Contract Code. In addition, all contractors including subcontractors must submit proof of current registration to perform public work, pursuant to Labor Code §1771.1. Contractors are required to be properly licensed and to require all subcontractors to be properly licensed. Penalties for employing workers while unlicensed under Labor Code §1021 and under the California Contractors License Law, found at Business and Professions Code §7000 et. seq.
6. **Job Site Notices**: Contractors are required to post all required notices (posters) on the job site in an area accessible to all workers, including subcontractors. Posters must be readable and placed in visible areas allowing workers to access the posters before, during, and after work shifts. Jobsites with multiple locations must include a portable poster board to ensure continued access to the information. Posters placed in foreman, supervisor, or employee vehicles, in an offsite job trailer, or inside a temporary restroom do not meet the posting requirement. Posters may be printed from the DIR's website at: http://www.dir.ca.gov/wpnodb.html.
7. **Nondiscrimination in Employment – Equal Employment Opportunity ("EEO")**: Employment discrimination is prohibited, pursuant to Labor Code §1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964.
8. **Kickbacks Prohibited**: Contractors and subcontractors are prohibited from recapturing wages illegally by accepting or extracting "kickbacks" from employee wages pursuant to Labor Code §1778.
9. **Acceptance of Fees Prohibited**: Contractors and subcontractors are prohibited from accepting fees for registering any person for public work or for filling work orders on public works contracts, pursuant to Labor Code §§1779 and 1780.
10. **Unfair Competition Prohibited**: Contractors and subcontractors are prohibited from engaging in unfair competition as specified under Business and Professions Code §§17200 - 17208.
11. **Workers' Compensation:** Contractors and subcontractors must be properly insured for Workers' Compensation under Labor Code §1861. Contractor hereby represents that Contractor is aware of the provisions of Section 3700 of the Labor Code, which require every employee to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.
12. **OSHA:** Contractors and subcontractors must abide by the Occupational, Safety, and Health Laws and regulations that apply.

Exhibit E – Request for Proposals

Public Works Department

Request for Proposal (RFP) for Professional Services

Monterey Street Parking Garage Operation

Submit Written Questions regarding RFP: **3:00 p.m.**
Wednesday, May 23, 2018

Pre-proposal Meeting: **10:00 a.m.**
Wednesday, May 30, 2018

RFP submittal deadline: **3:00 p.m.**
Friday, June 8, 2018

Contact: James Serrano
Transportation Manager

(Email address) jamess@ci.salinas.ca.us

CITY OF SALINAS
PUBLIC WORKS DEPARTMENT
200 LINCOLN AVENUE
SALINAS,
CA 93901
(831) 758-
7241

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES

TITLE: MONTEREY STREET PARKING GARAGE OPERATION

1. INTRODUCTION

The City of Salinas is seeking proposals from qualified firms to provide services for efficient and professional operations for parking garage management and wishes to engage these services without incurring capital outlay or adding City employees. Therefore, the city is seeking proposals from organizations that can provide garage management services. The City is seeking a multi-year contract with a qualified, professional and highly motivated firm or consortium to perform daily parking garage operations. The required services and performance conditions are described in the Scope of Work (or Services).

2. ATTACHMENTS

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

Attachment A – Proposer's Information Form*
Attachment B – Scope of Work/Services
Attachment C – Sample Agreement for Professional Services
Attachment D – Sample Table, Qualifications of Firm Relative to City's Needs
Attachment E – Cost Proposal Format

The items identified with an asterisk (*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

3. INSTRUCTIONS TO PROPOSERS

3.1 Pre-proposal Meeting

A pre-proposal meeting will be held on Thursday, May 30, 2018 at 10:00 a.m. All prospective Proposers are required to attend. Location: Salinas City Hall Rotunda, 200 Lincoln Avenue, Salinas

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.

3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.

3.2.3 Represent that all information contained in the proposal is true and correct.

3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.

3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 3:00 p.m., Wednesday, May 23, 2018. Correspondence shall be emailed to jamess@ci.salinas.ca.us. Responses from the City will be provided to all at the Pre-proposal meeting. Inquiries received after the date and time stated may not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

In order to submit bids/proposals to the City of Salinas you must comply with the following:

Please reply to the Public Works Department using the forms provided herein (use additional sheets if necessary), via E-Mail, or overnight delivery to:

Department of Public Works

City of Salinas

200 Lincoln Avenue

Salinas, CA 93901

Emails can be sent to:

James Serrano, Transportation Manager, jamess@ci.salinas.ca.us

Questions are also welcome and can be directed to the same.

Proposals must be received no later than 3:00 p.m. on Friday, June 8, 2018. All proposals received after that time will be returned to the Proposer deemed as disqualified.

3.5 Local Ordinances

All contractors are required to comply with all the requirements of the City of Salinas Local Hiring Preference Ordinance 2330, Salinas City Code Chapter 12, Article IV.

In determining the lowest bid for a public works contract that exceed $5,000, a qualified local business shall receive a five-percent (5%) preference, per the City's Local Purchasing Preference Ordinance (Sec. 12-28.050 and Sec. 12-28.060).

3.6 Withdrawal of Proposals

A Proposer may withdraw its **proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed** by, or on behalf of, the Proposer.

3.7 Rights of the City of Salinas

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;

- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

4. PROPOSED TENTATIVE TIMELINE

The tentative RFP timeline is as follows:

RFP Issued	May 11, 2018
Deadline for questions, clarifications	3:00 p.m., Friday, May 23, 2018
Pre-Proposal Meeting	10:00 a.m., Wednesday, May 30, 2018
Proposals Due	3:00 p.m., Friday, June 8, 2018
Finalist Identified	Week of June 11, 2018
Interviews (if needed)	Week of June 14, 2018
Proposal selection and contract preparation	Week of June 14, 2018 (tentative)
Contract awarded	June 2018 (tentative)
Work commences	July 2018 (tentative)

5. INFORMATION TO BE SUBMITTED (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and the Proposer's approach to successfully provide the products and/or services on time and within budget (See project Scope of Work-Attachment B). Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document. Proposals shall not exceed thirty (30) pages.

5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting form (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related

projects. Provide in a table format (see Sample Table, Attachment D) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who may submit proposals in response to the RFPs being developed.

5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City's objectives, work requirements, and Proposer's ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm's ability to meet the City's schedule, outlining the approach that would be undertaken in providing the requested services.

5.5 Chapter 5 – Proposed Innovations (Optional)

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City.

5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City's RFP conditions, requirements and sample

contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment C – "Sample Agreement for Services." Items not excepted will not be open to later negotiation.

5.8 Chapter 8 – Proposal Costs Sheet and Rates

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm's understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Table, Attachment E).

Consultant shall provide the following information

5.8.1 Direct labor rates for proposed staff;
5.8.2 Overhead rate and breakdown of overhead elements;
5.8.3 Subconsultant billing rates and mark-up percentage for ODC's (other direct costs); and identify all reimbursable expenses. Most recent complete financial instrument that would establish Proposer's ability to complete the obligations of the contract resulting from this solicitation. Proposers need to submit their last two audited financial statements (e.g., balance sheet, income statement, and statement of cash flow).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, plus a not-to-exceed amount, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Salinas will not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

6. CONTRACT TYPE AND METHOD OF PAYMENT

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a not-to-exceed budget per task form of contract. A Sample Agreement of Services is provided as Attachment C. The method of payment to the successful Proposer shall be on a per task basis with a maximum "not to exceed" fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence

and materials and any subcontracted items of work. Billing shall be conducted monthly.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment C. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

Insurance Requirements

The selected Proposer(s), at Proposer's sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined within sample agreement document in Attachment C.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the City Attorney as to form and content. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

7. REVIEW AND SELECTION PROCESS

City staff will evaluate the proposals provided based on the following criteria:

7.1 Cost of services;
7.2 Experience;
7.3 References from similar programs, indicating that contractor has performed services professionally with a positive impact on the community;
7.4 Level of customer service;
7.5 Implementation Plan;

A selection committee will make a recommendation to the Public Works Department that will in turn forward said recommendation to the City Council. The acceptance of the proposal will be evidenced by written Notice of Award from the City Public Works Department to the successful Proposer after Council approval.

8. ORAL INTERVIEWS

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

9. PUBLIC NATURE OF MATERIALS

Responses to this RFP become the exclusive property of the City of Salinas. All proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Salinas may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

10. COLLUSION

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

11. DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;

11.2 Any attempt to improperly influence any member of the evaluation team;

11.3 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;

11.4 Evidence of incorrect information submitted as part of the proposal;

11.5 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and

11.6 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

12. NON-CONFORMING PROPOSAL

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

13. GRATUITIES

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

14. FIRMS OR PERSONS NOT ELIGIBLE TO SUBMIT A PROPOSAL

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

14.1 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

~ End of Section ~

Attachment A
Proposer's Information Form

PROPOSER (please print):

Name: _____

Address: _____

_____

Telephone: _____Email: _____

Contact person, title, email, and telephone: _____

_____

_____

Proposer, if selected, intends to carry on the business as (check one):

☐ Individual ☐ Joint Venture

☐ Partnership

☐ Corporation

When incorporated? _____

In what state? _____

When authorized to do business in California? _____

☐ Other (explain):_____

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: ☐1; ☐ 2; ☐ 3; ☐ 4;☐ 5;☐ 6;

Or, ☐ _____No Addendum/Addenda Were Received (**check and initial**). **PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

1. If Proposer is **INDIVIDUAL**, sign here

Date:_____ _____
Proposer's Signature

_____
Proposer's typed name and title

2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE;** at least two (2) Partners shall sign here:

_____
Partnership or Joint Venture Name (type or print)

Date:_____ _____
Member of the Partnership or Joint Venture signature

Date:_____ _____
Member of the Partnership or Joint Venture signature

3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows: The undersigned certify that he/she is respectively:

_____and _____
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

_____
Corporation Name (type or print)

By:_____Date: _____

Title:_____

ATTACHEMNT B – SCOPE OF WORK

Project Background:

The City is implementing the Downtown Vibrancy Plan to make downtown Salinas a destination with goals and objectives to revitalize downtown. The Vibrancy Plan recognizes the importance of managing the City's parking assets in downtown Salinas which include two parking garages and several open parking lots and its inventory of on-street parking. Towards these goals, the Public Works Department has taken over parking enforcement functions, consolidated its parking programs and is developing a holistic strategy for parking management. The renewal of the Monterey Street Parking Garage Management is one of the tasks towards management of the downtown parking district.

Description of Project:

The City of Salinas desires efficient and professional parking garage operations. Therefore, the city is seeking proposals from organizations that can provide Parking Garage Management Services with the goal to provide responsible, reliable garage operations and excellent customer service. The City is seeking a multi-year contract with a qualified, professional and highly motivated firm or consortium to perform parking garage operations. The selected provider shall work with the City's parking operations staff.

The Garage is located next to the National Steinbeck Center/Cal State Monterey Bay at Salinas Center, and the Maya Cinema 16-theatre movie complex. Together they comprise the core of the 15-block historic downtown Salinas (see Figure 1).

The City is interested in entering into a two- or five-year agreement, which will include an additional five (5) year option for renewal (see attachment 2).

Monterey Street Parking Garage Details

- 435 space capacity
- Hours

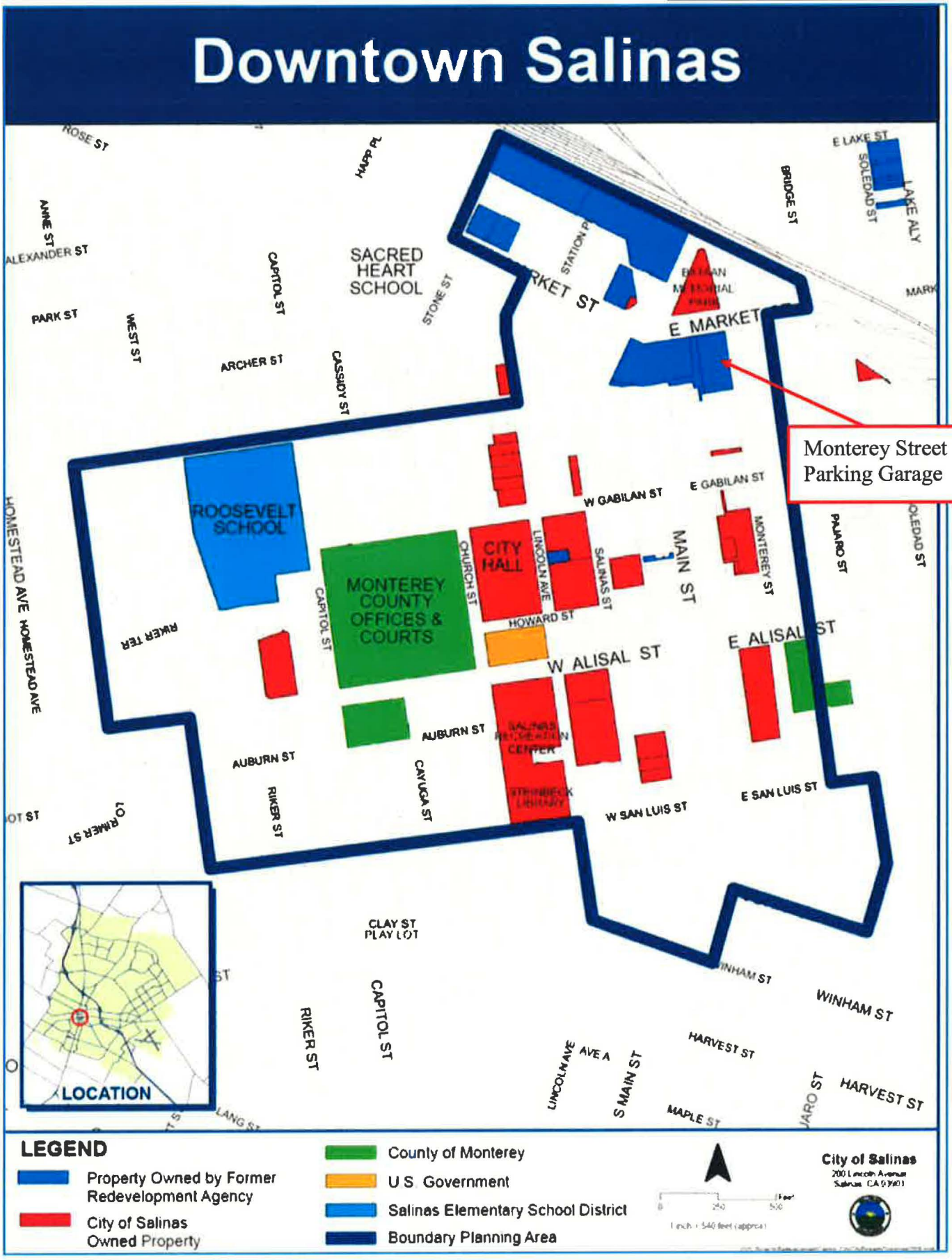
Monday-Thursday	5:30 a.m. – 1:00 a.m.
Friday	5:30 a.m. - 2:00 a.m.
Saturday	8:00 a.m. - 2:00 a.m.
Sunday	8:00 a.m. – 1:00 a.m.

- Parking Rates

Transient (Hourly)	50 cents/hour. Daily Maximum $4.00
Monthly	$20/month

- Transient Parking in the Garage:
  145,000 Theater Parkers @ 3 hrs each per year
  15,600 other transient spaces per year

Figure 1


Downtown Salinas
Monterey Street Parking Garage
SACRED HEART SCHOOL
ROOSEVELT SCHOOL
CITY HALL
MONTEREY COUNTY OFFICES & COURTS
E MARKET
W GABILAN ST
E GABILAN ST
MAIN ST
W ALISAL ST
E ALISAL ST
HOWARD ST
AUBURN ST
W SAN LUIS ST
E SAN LUIS ST
CLAY ST PLAY LOT
WINHAM ST
HARVEST ST
MAPLE ST
CAPITOL ST
RIKER ST
CAYUGA ST
CHURCH ST
LINCOLN AVE
SALINAS ST
MONTEREY ST
PAJARO ST
SOLEDAD ST
BRIDGE ST
LAKE ALY
E LAKE ST
HOMESTEAD AVE
ROSE ST
ALEXANDER ST
PARK ST
WEST ST
ARCHER ST
CASSIDY ST
STONE ST
LOCATION
LEGEND
Property Owned by Former Redevelopment Agency
City of Salinas Owned Property
County of Monterey
U.S. Government
Salinas Elementary School District
Boundary Planning Area
City of Salinas

Selection Criteria and Process

The City's selection of a parking vendor to operate the Garage will be based upon experience, quality references, cost of services, level of customer service and implementation plan. The City will use a panel of three (3) persons to review all submitted proposals. The panel will select two (2) operators for interviews. Based on the combined scoring of the original proposals and the operator interviews, the panel will select a preferred operator. The City's representative will meet with the preferred operator to negotiate an agreement acceptable to the City. If an agreement cannot be reached with the preferred operator, the City's representative will move to the operator ranked second. When an acceptable agreement has been reached, the Public Works Director will prepare a staff report recommending approval of an operating agreement for the Monterey Street Garage.

Fiscal Responsibilities

The Contractor will be responsible for the daily processing of deposits and expenses. Garage revenue will be accounted for separately from the expenses. "Revenue" for the purposes of this proposal, are those funds derived directly from the Garage as they relate to transient parking fees and monthly permits. "Revenue" does not include City generated monies from advertising on the building or special events held at the structure. Revenues are based solely upon deposit amounts, and not based upon the actual spaces used. The City reserves the right to confirm reconciliations of revenue, prior to issuing payments for any incentive fees. A trust fund will be established in a mutually dedicated bank account for daily transactions performed by the Contractor. All revenues will be sent to the City with a monthly check with a weekly reconciliation attached. The City will then approve the payment of the management fee as they may be applicable. The Contractor will not pay itself.

Payment for all direct costs, within those parameters defined in the maintenance section, will be paid by check by the Contractor from the trust account as needs arise. Use of cash for direct costs is to be discouraged and will not exceed $50 per week. All direct expenses will be reconciled monthly and submitted to the City. The City will then reimburse the trust account to an agreed minimum threshold.

The City reserves the right to review the expense records and audit transactions periodically. The City will call into question any unreasonable transactions as they may occur from time to time. The City reserves the right to make changes to sub-contractors if the service they provide is too costly or ineffective. A quarterly review between the City and Contractor will be established to review these transactions.

Personnel/Staffing

The firm selected for the contract, and all of its personnel, should demonstrate an exceptional familiarity with parking garage management. Most importantly, the firm chosen should demonstrate a superior understanding of operational requirements, public relations, and customer service practices.

The contractor will be responsible for all aspects of recruitment, selection, and initial and on-going training of personnel, so the contractor shall employ only persons competent and skilled and shall provide responsible supervision for each individual employed. The contract service provider shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, gender, sexual orientation, and physical or mental disability. The contractor must adhere to all existing Government Code and City nondiscrimination policies, and the contractor's personnel shall at all times be polite and courteous to all citizens and City staff. The contractor's personnel shall be required to speak and write and communicate effectively to the City's customers, residents and visitors and bilingual skills are recommended to better serve the City's Spanish speaking community. The contractor will be responsible for assuring employee compliance with all laws and regulations, responding to inspections/audits by regulatory agencies, and paying any fines or assessments levied by regulatory agencies. In addition, the contract service provider will be responsible for all personnel supervision, discipline, and termination actions. However, the City may require the removal of any Contractor's personnel, when it is determined to be in the best interest of the City, at any time.

The contractor must provide a thorough background investigation on all potential employees, including but not limited to criminal/driving history, outstanding violations, polygraph and/or psychological exams, medical history, prior work issues and a skills assessment test. As the individuals selected for the process will be representing the City of Salinas on a day-to-day basis, the selection criteria are expected to be stringent. Employees should also be interviewed by City of Salinas staff prior to approval.

The contractor shall be responsible for the conduct, demeanor, and appearance of all employees. All employees shall act in a courteous and respectable manner while on duty, and in during any interactions with the public. The City of Salinas seeks to maintain the highest level of customer service, and employees must be attentive, alert, and responsive when dealing with customers' issues, needs, or complaints.

Please include a detailed sheet in your proposal which outlines compensation and benefits costs for each position listed in your staffing plan. The City will also require documentation that background checks on all Contractor employees have been successfully completed to the satisfaction of the Contractor, prior to the employees working in the Garage. A simple E-Mail to the City's representative announcing the start of a new employee will suffice. No employees will begin work in the Garage without first having received the approval from the City's representative. All employees with access to money will be bonded by the Contractor. City reserves the right to review and comment on the performance of employees, and recommend corrective action and/or removal from future work at the Garage.

The Contractor shall select and hire only persons who are well-qualified to perform the duties for their respective job positions, and should provide classifications of all employee positions within their proposal, including a job description.

Classifications might include, but are not limited to:

- Parking Garage Supervisor/Manager: Assist the parking enforcement staff with day-to-day operations and staffing issues. Supervisor shall be responsible to report with the on a monthly basis and provide updates on the operations, any feedback from the public, incidents and number of citations issued. A supervisor should possess sufficient IT knowledge to be able to handle equipment issues.
-
- Parking Garage Staff: Responsible for the day-to-day management of operations. These individuals must have the capacity to act as "Ambassadors" for the City, providing information about the parking garage..

The contractor should provide performance metrics for each position so that performance evaluations may take place.

Prompt Action on Maintenance Issues

The trust fund allows the Contractor to act quickly to address deficiencies in the facility or the operation without first receiving City approval. In general, the operation of the computerized parking equipment, phones, lights, signage and other systems will be the responsibility of the Contractor. Maintenance will be performed via work order, and a log will be kept to track repairs. At least once a week, the City's representative and Contractor's supervisor will tour the facility.

A daily inspection by maintenance staff will occur once per day. Contractor will provide a daily, weekly, and monthly inspection form to be used in the facility with this request for proposals.

All parking equipment malfunctions will be reported within one hour of the first recognition to both the equipment vendor (in an effort to quickly schedule repair service), and to the City's representative. All repairs made under warranty (as an example but not limited to the exhaust fans, elevator and parking computer systems) will be reported immediately to the City's representative.

The Contractor is required to address any maintenance deficiency posing a threat of injury or property damage to the public or employees at an estimated of a cost of less $1,000 within 24 hours and to report the circumstances to the City's representative within 48 hours. The Contractor is required to bring any maintenance deficiency posing a threat of injury or property placing the public or employees at risk of a cost of more than $1,000 immediately to the City's attention by contacting the City's representative by cell phone or landline.

Security

The City and contractor will share this responsibility. City is responsible for the enforcement of all laws, and the police department will be the Contractor's first point of contact if a violation occurs. This will include towing of abandoned vehicles, parking violations, and the violation of other laws. The City will pay directly for a security company to monitor the alarms and for surveillance of the video cameras. The Contractor's attendant stationed at the cashier booth will also be able to monitor these cameras as provided by the equipment located therein. The City will establish an on-call list for 24-hour emergencies. The City will be responsible for the maintenance and safety checks of fire extinguishers, fire sprinkler systems, alarm system maintenance and repairs.

Contractor will provide adequate training as to the safety features of the facility, and provide, in an obvious agreed upon location, a list of all emergency contact phone numbers. Contractor will provide all forms of communication to be used between the two staff members on site (cell-phone, 2-way radio etc). Contractor employees are responsible for contacting the City to report suspicious behavior, unusual circumstances, be a witness in the event they see a crime, and help to defend the City against any claims for damages. Contractor is responsible for the opening, closing and securing of the facility per scheduled operating hours. Contractor employees will assist in emergencies by directing traffic, blocking lanes, and controlling public egress and ingress as needed to secure sections or all of the garage until City staff can respond to relieve them.

Proposal Requirements

Proposals shall not exceed thirty (30) pages and shall include the following information:

- Company Information: Company history and experience in parking operations, annual revenues, Regional representative, Facility References (including Monterey Bay region references),
- Operations and Staffing Plan: Include the number of cashiers, maintenance staff, facility manager and operations manager. Include specific shift schedules, and compensation,
- Operating Budget: Include a twelve (12) month operating budget based on anticipated revenue information (provided by City) and operators' identified opearting expenses for the garage,
- Management Fee: This fee represents the overhead costs associated with garage operations and the operators' profit,
- Set Up Expenses: Expenses required to begin operations at the garage,
- Monthly Operating Statement: A sample of the operating statement which will include a complete detailed statement of revenues and expenses, with receipts to support all expenditures.
- Capital Allowance: Include a recommended capital allowance for the Garage,
- Samples of the following policies:
    - Facility Auditing
    - Employee Training, and
    - Customer Service/Relations

Attachment D
SAMPLE TABLE FORMAT

QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
Did your firm meet the project schedule (Circle one): Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						
Did your firm meet the project schedule (Circle one) : Yes No Give a brief statement of the firm's adherence to the schedule and budget for the project:						

*Include name, title and phone number.

Attachment E

SAMPLE COST PROPOSAL FORMAT – RFP

(The City is looking for a submittal in this format – content should match cost for scope of services required)

Scope	Labor Categories (e.g., Consultant, Sr. Consultant, etc.)	Est. Hours	Hourly Rate	Extended Rate
Task 1			$	$
			$	$
			$	$
TOTAL NOT TO EXCEED, TASK 1			$	$
Task 2			$	$
			$	$
			$	$
TOTAL NOT TO EXCEED, TASK 2			$	$
Task 3			$	$
			$	$
			$	$
TOTAL NOT TO EXCEED, TASK 3			$	$
TOTAL NOT TO EXCEED (TASKS 1 – 3)			$	$