

**AGREEMENT WITH LAZ PARKING CALIFORNIA LLC  
FOR CONTRACT PARKING ENFORCEMENT SERVICES  
FOR  
CITYWIDE PARKING ENFORCEMENT**

This Agreement, made and entered into this day of \_\_\_\_\_, 2021, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and **LAZ PARKING CALIFORNIA LLC**, a Connecticut Limited Liability Company ("CONTRACTOR"), whose address is One Financial Plaza, 14<sup>th</sup> Floor, Hartford, CT 06103.

**RECITALS:**

- A. CITY desires certain contract parking enforcement services hereinafter described.
- B. CITY desires to engage CONTRACTOR to provide these contract parking enforcement services by reason of its qualifications and experience for performing such services and CONTRACTOR has offered to provide the required services on the terms and in the manner set forth herein.

**NOW, THEREFORE, IT IS AGREED** as follows:

**SECTION 1 - SCOPE OF SERVICES**

The scope of services to be performed by CONTRACTOR under this Agreement is as described in Exhibit A to this Agreement, which is attached and incorporated by reference.

**SECTION 2 - DUTIES OF CONTRACTOR**

CONTRACTOR shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONTRACTOR represents that it is qualified to furnish the services described under this Agreement.

CONTRACTOR shall be responsible for employing or engaging all persons necessary to perform the services of CONTRACTOR.

CONTRACTOR and his subcontractors shall comply with State's Prevailing Wage Laws.

CONTRACTOR agrees to comply with the City's minimum wage ordinance as codified in Municipal Code Chapter 5.92, which differs from the state minimum wage and includes a Consumer Price Index escalator.

CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. For the work performed for the City, the CONTRACTOR and his subcontractors shall pay the workers at the prevailing wage rate as determined by the California Department of Industrial Relations, for this locality. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **SECTION 3 - DUTIES OF CITY**

CITY shall provide pertinent information regarding its requirements for the project. CITY shall examine documents submitted by CONTRACTOR and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONTRACTOR's work.

### **SECTION 4 - TERM**

The services to be performed under this Agreement shall commence on the date signed by the CITY and will remain in effect for a period of twenty (20) months ending November 30, 2022, with the option to extend for two (2) additional one (1) year terms. City will exercise each option via a modification signed by both parties. At the conclusion of the term, any equipment purchased in connection with this Agreement shall be the property of the City.

### **SECTION 5 - PAYMENT**

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONTRACTOR in an amount of \$2,034,004, a fee pursuant to rates stated in Exhibit B, attached and incorporated by reference. The payment terms are due 30 days from receipt of a monthly invoice summarizing hours worked and other direct costs (ODCs) provided by Contractor.

### **SECTION 6 – TERMINATION**

Without limitation to such rights or remedies as CITY shall otherwise have by law, either party shall have the right to terminate this Agreement, upon ten (10) days' written notice to the other party. CONTRACTOR agrees to cease all work under this Agreement upon receipt of said written notice.

### **SECTION 7 - OWNERSHIP OF DOCUMENTS**

All documents prepared by CONTRACTOR in the performance of this Agreement are and shall be the property of CITY, whether the project for which they are made is executed or not.

## **SECTION 8 - CONFIDENTIALITY**

All reports and documents prepared by CONTRACTOR in connection with the performance of this Agreement are confidential until released by CITY to the public. CONTRACTOR shall not make any such documents or information available to any individual or organization not employed by CONTRACTOR or CITY without the written consent of CITY before any such release.

## **SECTION 9 - INTEREST OF CONTRACTOR**

CONTRACTOR covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

## **SECTION 10 - CONTRACTOR'S STATUS**

It is expressly agreed that in the performance of the services required under this Agreement, CONTRACTOR shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONTRACTOR an agent or employee of CITY while providing services under this Agreement.

## **SECTION 11 - INDEMNITY**

CONTRACTOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONTRACTOR's performance of this Agreement, except for those claims arising out of CITY's sole negligence or willful misconduct. CONTRACTOR agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

## **SECTION 12 - INSURANCE**

Contractor shall procure and maintain for the duration of the contract the insurance specified in Exhibit C to this Agreement.

## **SECTION 13 - NONASSIGNABILITY**

Both parties hereto recognize that this Agreement is for the personal services of CONTRACTOR and cannot be transferred, assigned, or subcontracted by CONTRACTOR without the prior written consent of CITY.

#### **SECTION 14 - RELIANCE UPON SKILL OF CONTRACTOR**

It is mutually understood and agreed by and between the parties hereto that CONTRACTOR is skilled in the performance of the work agreed to be done under this Agreement and that CITY relies upon the skill of CONTRACTOR to do and perform the work in the most skillful manner, and CONTRACTOR agrees to thus perform the work. The acceptance of CONTRACTOR's work by CITY does not operate as a release of CONTRACTOR from said obligation.

#### **SECTION 15 - WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

#### **SECTION 16 - COSTS AND ATTORNEY FEES**

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

#### **SECTION 17 - NON-DISCRIMINATION**

CONTRACTOR warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONTRACTOR nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

### **SECTION 18 - MEDIATION**

In the event of a dispute arising under or in connection with this Agreement, the parties agree that each party's respective representatives will work diligently and in good faith to promptly resolve same. If the representatives fail to resolve any such dispute within ten (10) days after both parties are provided with written notice of the dispute, the dispute shall be elevated to the Vice President or higher level of each organization, at which level appropriate individuals from both parties will diligently attempt to resolve the dispute. If at the end of that additional ten (10) days period the dispute remains unresolved, the parties may elect to continue efforts to resolve the dispute through further discussions, provided that either party may at such time elect to pursue other available legal or equitable remedies as well or in lieu of any further discussion.

### **SECTION 19 - LITIGATION**

CONTRACTOR shall testify at CITY's request if litigation is brought against CITY in connection with CONTRACTOR's services under this Agreement. Unless the action is brought by CONTRACTOR, or is based upon CONTRACTOR's wrongdoing, CITY shall compensate CONTRACTOR for preparation for testimony, testimony, and travel at CONTRACTOR's standard hourly rates at the time of actual testimony.

### **SECTION 20 - NOTICES**

Each party shall appoint a technical and a contract representative and keep these during the term hereof.

All notices hereunder shall be deemed effective when given in writing and personally delivered (to include courier and other independent delivery service(s), sent via U.S. Certified Mail, Return Receipt Requested, via facsimile or electronic mail with an original to follow via U.S. First-Class Mail as follows or to such other address(es) as the either party may from time to time designate in writing to the other party:

To CITY with respect to  
technical matters:

Captain David Peruzzaro  
City of San Mateo  
200 Franklin Parkway  
San Mateo CA 94403

To CITY with respect to  
contractual matters:

Sue-Ellen Atkinson  
City of San Mateo  
330 W. 20<sup>th</sup> Ave.  
San Mateo CA 94403

To CONTRACTOR with  
respect to technical matters:

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

To CONTRACTOR with  
respect to contractual  
matters:

LAZ Parking California, LLC  
Attn: Glenn Terk  
One Financial Plaza, 14<sup>th</sup> Floor  
Hartford, CT 06103

**SECTION 21 - AGREEMENT CONTAINS ALL  
UNDERSTANDINGS; AMENDMENT**

This document represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONTRACTOR.

**SECTION 22 - GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

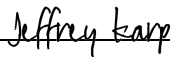
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and LAZ PARKING CALIFORNIA, LLC have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

LAZ PARKING CALIFORNIA, LLC

\_\_\_\_\_  
Chief Ed Barberini  
San Mateo Police Department

DocuSigned by:  
  
804673C9128542D...

\_\_\_\_\_  
Jeffrey Karp  
Its Authorized Agent  
President and Founder

If a Corporation, can be either 1) President or 2) Vice President plus an additional corporate officer (i.e., Secretary, Treasurer) who shall sign below.

APPROVED AS TO FORM

ADDITIONAL CORPORATE OFFICER  
(if necessary per the above)

\_\_\_\_\_  
Bahareh Abdollahi  
Assistant City Attorney

**Attachments:**

Exhibit A: Scope of Services  
Exhibit B: Payment Rates  
Exhibit C: Insurance Requirements

**EXHIBIT A**

**SCOPE OF SERVICES**



## **Task 1 – Parking Enforcement Responsibilities**

### **1.1 Enforcement Areas**

LAZ Parking (LAZ) will enforce parking restrictions in the Downtown core, residential parking permit zones, street sweeping, and general parking restrictions as follows:

- **Downtown Commercial District:** Enforcement of expired meters and time limits 8:00AM through 6:00PM, Mon - Saturday, except for City holidays
- **Residential Parking Permit Program (RPPP):** 8:00 AM to 6:00PM, Monday through Saturday (or as otherwise indicated by posted parking restrictions)
- **Street Sweeping:** Commercial areas and residential neighborhoods at 4:00AM - 2:00PM
- **Commercial/General Enforcement:** General parking restrictions and commercial zones
- **Neighborhood Concerns:** Addressed on an as-needed basis

### **1.2 General Responsibilities**

#### ***Parking Enforcement Representative Responsibilities***

- Enforce Municipal and State Vehicle Codes related to parking and registration violations and issues citations.
- Provide traffic control assistance to the Police Department upon request
- Patrol City streets, parking lots, structures, and parking metered areas for parking violations or abandoned vehicles
- Receive and respond to radio calls for parking related complaints
- Assist citizens with parking and traffic issues or questions
- Report circumstances requiring police action
- Report safety hazards
- Report damaged equipment, unclear signage or street markings, and missing, damaged or conflicting parking signs or traffic control signs
- Report parking abnormalities or abnormal parking patterns
- Provide beat analysis and report malfunctioning parking meters

### **1.3 Citation Issuance**

PERs will be trained on issuing citations electronically using Turbo Data handhelds which also allows the capability of capturing digital photos of each violation. Officers will also be trained on completing handwritten citations legibly. Prior to deployment each day, during morning briefing, any out of the ordinary situations will be discussed and all exceptions, if any, for any violations will be given to staff by shift lead such as “do no cite” pass-downs by PD.

### **1.4 Level of Service**

10 PERs, 1 Lead PER and a Project Manager will staff this work. The Lead PER and Project Manager shall be available to address citizen complaints and respond to service calls. The staffing schedule is anticipated to be as follows:

<u>Saturday</u>		<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
GEN ENFORCEMENT	OFF	OFF	3:30am-12pm	3:30am-12pm	3:30am-12pm	3:30am-12pm	3:30am-12pm
STREET SWEEPING							
GEN ENFORCEMENT	OFF	OFF	7:30a-4pm	7:30a-4pm	7:30a-4pm	7:30a-4pm	7:30a-4pm
STREET SWEEPING							
GEN ENFORCEMENT	OFF	OFF	7:30a-4pm	7:30a-4pm	7:30a-4pm	7:30a-4pm	7:30a-4pm
STREET SWEEPING							
GEN ENFORCEMENT	9:30am-6pm	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm	OFF
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	9:30am-6pm	OFF	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	9:30am-6pm	OFF	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	6am-2:30pm	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	OFF	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	9:30am-6pm	OFF	9:30am-6pm	9:30am-6pm	OFF	9:30am-6pm	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	6am-2:30pm	OFF	9:30am-6pm	9:30am-6pm	OFF	9:30am-6pm	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
GEN ENFORCEMENT	9:30am-6pm	OFF	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm
RPP/COMMERCIAL/DOWNTOWN							
DEPUTY	9:30am-6pm	OFF	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm	9:30am-6pm
MANAGER	OFF	OFF	5:30am	5:30am	5:30am	5:30am	5:30am

## Task 2 – Equipment

### 2.1 Vehicles

LAZ will furnish eight (8) parking enforcement vehicles (Toyota Prius or similar hybrid model) as approved by the City for parking enforcement activities based on the proposed staffing plan. In addition, LAZ will consider alternative means of transportation, such as bicycles, in areas where automobile enforcement is not practical.

### Global Positioning System (GPS)

Each vehicle will be equipped with GPS tracking units. This type of tracking system will provide up to 60-second updates on vehicle and phone movement, driving behavior, and idle times and send alerts to emails and cell phones for infraction of a set rule. The ability to monitor movement and driving behavior and patterns of enforcement officers will allow management to address issues promptly, create efficiencies, and improve officer productivity. Not only does

the system provide a live feed of vehicle activity, but also records are archived in case of complaints (e.g., for driving over the speed limit or skipping violating vehicles). The record can be traced back to the driving officer's activity for that day and time.

### **Safety Lights**

All vehicles will be mounted with Alternating Quad Flash Strobe Magnetic Mount in Amber. These lights will be used when staff is patrolling to warn other vehicles about their vehicle's slower movement.

### **Vehicle Marking**

LAZ will obtain City approval prior to ordering decals for the marking of all vehicles. All vehicles will have markings clearly identifying LAZ vehicles. The rear of all patrol vehicles will have a sign warning of frequent vehicle stops.

The vehicles will also have "CAUTION" and "Frequent Stops" on the rear lid and unit numbers on the rear lid and sides near the rear of the vehicle.

### **Vehicle Maintenance Plan**

The fleet maintenance plan will include a monthly record of maintenance performed on each vehicle by Date, Unit number, Vendor, maintenance performed, and cost. A vehicle inspection log is incorporated in the Officer Daily Log to document daily vehicle inspections. Parking enforcement representatives and supervisors are responsible for daily inspections of the vehicles and supervisors are responsible for weekly vehicle maintenance inspections.

### **Daily Vehicle Inspection**

Pre- and post-shift visual inspection conducted by the supervisor along with the PER and notated on the vehicle inspection form. Once the inspection is complete, both supervisor and PER will initial the inspection form.

- Visually inspect the vehicle for physical damage and notated on the form
- Visually inspect to ensure brake lights, running lights, turn signals, windshield wiper and amber lights are working properly
- Visually inspect tires to ensure they are properly inflated and tread level is acceptable
- Visually inspect to ensure vehicles are equipped with proper safety kits, including first aid, cones, and hazard marking devices such as flares
- Visually inspect the interior of the vehicle for cleanliness

### **Automated License Plate Recognition (ALPR)**

LAZ will provide three (3) mobile LPR system(s) for the automated detection of license plates. LAZ will utilize this technology for the purpose of parking enforcement to capture and store digital license data including identifying vehicles eligible for tow due to overdue citations, and for electronically "chalking" vehicles to enforce time limited parking spaces. Any ALPR data collected for parking enforcement purposes will be handled in accordance with the City's ALPR policy. The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Recognition (ALPR) technology.

## ***2.2 Communication and Citation Issuance Equipment***

LAZ will provide the handheld electronic ticket writers, software, printers, and smartphones for all staff. The ticketPRO Magic parking app will be installed and configured with the City of San Mateo information by Turbo Data. Remote support and remote upgrade will be available on each phone. Turbo Data will provide complete configuration and set up of each unit at the start of the program. Each smart phone will be set up with a push-to-talk application (similar to a two-way radio) and group texting capability using Microsoft Team for pass downs and group messaging. LAZ will provide the City's designated program representative or communication center with one smart phone with the same push-to-talk app as the field personnel to enable two-way communication between City and field personnel.

## ***2.3 Office***

LAZ will secure an office location within City limits that will provide a location for PERs to clock in/out, attend daily briefings, have access to a computer and have a breakroom.

## ***2.4 Other Equipment***

LAZ will supply the needed quantity of safety vests, chinks, flashlights, whistles. Each enforcement vehicle will also be equipped with safety kits and cones. For the office, TimeForce (biometrics) timeclock, computers, printers and company issued laptop is provided to the Site Manager for remote management of the program while off site.

## **Task 3 - Hiring of Personnel - Recruiting, Onboarding, and Employee Development**

### ***3.1 Employment Requirements***

All new employees will be required to meet all City and LAZ employment requirements. LAZ will comply with all existing Government Code and City of San Mateo policies. LAZ will also comply with all the City's standards and requirements for employees and acknowledges that the City reserves the right to be involved in the recruitment and selection process of new contract enforcement personnel. Further, the City reserves the right to refuse or revoke, at any time, a Contractor's employee from performing services in San Mateo for any reason as mentioned in the RFP.

All new employees will go through a thorough pre-screen process, and only candidates with the highest likelihood of being successful will be selected. First priority will be given to current City parking enforcement personnel, and will be invited to apply for open positions before public advertisement.

Candidates to be offered a position must meet San Mateo's Personnel requirements, in addition to LAZ requirements, which include passing a strict prescreening consisting of pre-employment drug screen, background check, DMV record check, Social Security Number verification, and eligibility to work in the United States. After successful completion of employment prescreen, each new hire undergoes a comprehensive training program including employee orientation, detailed and extensive procedures training, and project and employee expectations briefings.

### **3.2 Record Keeping and Reporting**

LAZ will maintain project files and records per City's record retention policy and throughout the term of this contract. All project records (electronic and paper) will include operations and maintenance guidelines. These include officer shift logs, citation activity reports, meeting agendas and minutes; management and staffing plans; staffing reports and schedules; updates to these documents; project staff training; plus all manuals, systems maintenance records, training records, systems plans and installation records, and other correspondence. Citation mapping and violation heat maps may also be utilized to provide a visual review of daily, weekly, and monthly citation activity and violation capture.

## **Task 4 – Training**

### **4.1 Training and Personnel Development:**

LAZ will provide extensive in-house training with a formal induction program for new employees, continuing on-the-job training, and participation in training offered by the LAZ Online Academy, which meets the City's training requirements. LAZ staff working at this project will go through a 24-hour classroom style Initial Training and 40 hours of on-the-job training including field training with LAZ supervisory staff. As needed, re-training and/or follow-up training required to correct deficiencies in performance will be conducted. LAZ will also provide staff with at least eight (8) hours of annual refresher courses and training. Topics will include, but are not limited to, Standard Operating Procedures (SOPs), changes in the law, new aspects of the City's parking program, refresher or expanded training in customer relations, and conflict resolution. Continuing training, subject matter, and schedules will be reviewed and approved by the City representative prior to any training taking place.

**Initial Training:** All new hires will go through the Initial Training, which will include: New Hire Orientation (4 hours), Parking Enforcement Basics (4 hours), Customer Service/Conflict Resolution Training/Ambassador Program (8 hours), Physical layout of the City, SOP Training including Handheld/Ticket Writing, tasks and responsibilities under regular and emergency operating conditions, and parking enforcement programs and policies adopted by the City of San Mateo (8 hours), Field Training: 40 hours

**Annual Refresher Training** includes but is not limited to: Ambassador Program. Customer Service Training, Conflict Resolution, Harassment Awareness Training, Parking Enforcement Program, Legal Update. SOP training.

### **Standard Operating Procedure (SOP)**

LAZ will conduct SOP training with an ambassador approach and cover the following topics:

- Enforcing parking meter, permit, posted sign violations and other parking regulations
- Marking, tagging, towing and impoundment of vehicles
- San Mateo Municipal Code and California Vehicle Codes related to parking enforcement
- City and Department Policies and procedures
- Job procedures, emergency protocol and workplace safety
- Customer service delivery and expectations

- Courtroom procedures and testimony techniques
- Responding to calls for service

#### **Task 5 - Uniforms**

City must approve all uniform components. LAZ will provide staff with a sufficient number of uniform shirts and pants to make sure they maintain a professional appearance at all times. All staff will also be issued jackets and hats for inclement weather. Additionally, LAZ will provide staff with photo identification, name tags, and badges that clearly state the company name and the staff person's name. Subject to City approval, LAZ will provide:

Blue or black uniform shirts and dark trousers, black leather boots/shoes, black leather belt, silver color name plate, operable 3 cell flashlights for night officers, high visibility traffic safety vests, highly visible rain gear, dark blue or black baseball cap. The standard LAZ ID badges containing the employee's picture and LAZ employee ID number, which the employees will wear at all times while on duty.

#### **Task 6 – Optional Services**

The City may require LAZ to provide traffic control services for special events as an optional service. LAZ will provide customized traffic control training to all enforcement personnel. Each PER will be supplied with whistles, white gloves and reflective traffic safety vests. All of these items including traffic cones will be kept in each enforcement vehicle so they can promptly respond to any calls for service for traffic control. These optional services will be billed per the billing rates in Exhibit B.

**EXHIBIT B**

**PAYMENT RATES**

Contract Pricing Schedule					
	Contract Year	Hourly	Monthly	Annual Hours	Annually
<b>PEO - Time &amp; Material (T&amp;M)</b>					
<i>*Partial Year (8 months)</i>	<b>Year 1</b>	\$36.88		14,080	\$519,331
	<b>Year 2</b>	\$38.62		21,120	\$815,689
	<b>Year 3</b>	\$40.36		21,120	\$852,462
	<b>Year 4</b>	\$42.10		21,120	\$889,235
<b>PM - Time &amp; Material (T&amp;M)</b>					
<i>*Partial Year (8 months)</i>	<b>Year 1</b>	\$86.51		1,280	\$110,739
	<b>Year 2</b>	\$88.27		1,920	\$169,479
	<b>Year 3</b>	\$90.07		1,920	\$172,936
	<b>Year 4</b>	\$91.91		1,920	\$176,464
<b>Other Direct Charges (ODCs)</b>					
<i>*Partial Year (8 months)</i>	<b>Year 1</b>		\$18,382		\$147,052
	<b>Year 2</b>		\$18,500		\$221,999
	<b>Year 3</b>		\$18,624		\$223,483
	<b>Year 4</b>		\$18,747		\$224,966
<b>Automated License Plate Technology</b>					
<b>ALPR Support Services</b>					
<i>*Partial Year (8 months)</i>	<b>Year 1</b>		\$2,486		\$19,886
	<b>Year 2</b>		\$2,486		\$29,828
	<b>Year 3</b>		\$2,486		\$29,828
	<b>Year 4</b>		\$2,486		\$29,828
<b>Estimated Annual Contract Value</b>					
<b>Year 1</b>			<i>(Partial Year - 8 Months)</i>		\$797,008
<b>Year 2</b>					\$1,236,996
<b>Year 3</b>					\$1,278,710
<b>Year 4</b>					\$1,320,494



## EXHIBIT C

### INSURANCE REQUIREMENTS

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

#### **Other Insurance Provisions**

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

##### ***Additional Insured Status***

The City, its elected and appointed officials, employees, and agents are to be covered as additional insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

##### ***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the Contractor'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 after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

##### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect 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.

##### ***Deductibles and Self-Insured Retentions***

Upon written request, Any deductibles or self-insured retentions must be declared to and approved by the City, of which the City's approval will not be unreasonably withheld. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

***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.

***Verification of Coverage***

Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. 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 Contractor's obligation to provide them.