

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this ___ day of January, 2025 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (“the **City**”), and **PARKING CONCEPTS, INC.**, a California corporation, whose address is **90 NEW MONTGOMERY STREET., SUITE 201, SAN FRANCISCO, CA 94105** (“**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Parking Operator and Management Services. City staff issued an RFP on October 11, 2024 and after a submittal period of 21 days received 3 timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City’s needs.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. Whereas, the City Council authorized the City Manager to execute this agreement on January 7, 2025.
- E. The City and Provider desire to enter into an agreement for Parking Operator and Management Services at the; Civic center garage, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1. TERM:

The term of this Agreement shall commence on the ____ day of January 2025, and shall terminate on the 30 day of June 2029, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. COMPENSATION TO PROVIDER:

a. By the 15th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule in Exhibit B and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit B.

b. Compensation for work done under this Agreement, shall not exceed as follows:

January __, 2025-June30, 2025 total compensation shall not exceed \$49,801

FY 25-26 total compensation shall not exceed \$99,601

FY 26-27 total compensation shall not exceed \$102,589

FY 27-28 total compensation shall not exceed \$105,667

FY 28-29 total compensation shall not exceed \$108,837

Total five-year compensation shall not exceed **\$466,495**

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. TIME IS OF THE ESSENCE:

Provider and the City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Provider represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Provider further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Provider further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Provider shall perform (at its own cost and expense and without reimbursement from the City) any services necessary to correct errors or omissions which are caused by Provider's failure to comply with the standard of care provided for herein. Any employee of the Provider or its sub-providers who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Provider and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting

the services and tasks are under the control of Provider except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave, are available from the City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider. Any personnel performing the services under this Agreement on behalf of Provider shall also not be employees of City and shall at all times be under Provider's exclusive direction and control.

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold the City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and

indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider’s obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider’s obligation to indemnify, defend and hold harmless Indemnitees shall expressly survive the expiration or early termination of this Agreement.

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City’s Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (5). The Certificate Holder should be The City of Alameda, 2263 Santa Clara, Ave., Alameda, CA 94501. Such certificates, which do not limit Provider’s indemnification, shall also contain substantially the following statement:

“Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days’ advance written notice to the City of Alameda. Attention: Risk Manager.”

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

R.A
Provider Initials

b. **COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

(1) Workers’ Compensation:

Statutory coverage as required by the State of California, as well as a Waiver of Subrogation (Rights of Recovery) endorsement.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$1,000,000 each occurrence
 \$2,000,000 aggregate - all other

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Provider shall also submit declarations and policy endorsements pages. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required. The Additional Insured Endorsement shall include primary and non-contributory coverage at least as broad as the CG 2010.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence
 Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider’s profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each claim

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Provider. If not covered under Provider’s liability policy, such “property” coverage of the City may be endorsed onto Provider’s Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of Provider.

(5) Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Provider in this Agreement and shall include, but not be

limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations with the following minimum limits:

\$2,000,000 per occurrence or claim.

As to commercial general liability and automobile liability insurance, such insurance will provide that it constitutes primary insurance with respect to claims insured by such policy, and, except with respect to limits, that insurance applies separately to each insured against whom claim is made or suit is brought. Such insurance is not additional to or contributing with any other insurance carried by or for the benefit of the City.

c. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 for all work performed by Provider, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

f. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate

coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

g. **EXCESS OR UMBRELLA LIABILITY:**

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true “following form” of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Provider are exhausted. . **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement require Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City business license that may be required in connection with the performance of the services and tasks hereunder.

15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of the City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or their designee.

c. Provider shall, at such time and in such form as City Manager or their designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

16. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of the City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by the City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 179
Alameda, CA 94501
ATTENTION: Ricardo De La Torre, Parking Manager
Ph: (510) 747-7923 / Email: rdelatorre@alamedca.gov

e. All notices, demands, requests, or approvals from the City to Provider shall be addressed to Provider at:

Parking Concepts, Inc.
90 New Montgomery St., Suite 201
San Francisco, CA 94105
ATTENTION: Rafael Abanilla, Senior Vice President
Ph: (213) 746-5764 / Email: rabanilla@parkingconcepts.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Jeanette Navarro, Executive Assistant
Ph: (510) 747-7932 / Email: jnavarro@alamedaca.gov

18. SAFETY:

a. Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

19. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from the City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the City may thereafter immediately terminate the Agreement forthwith by giving to Provider written notice thereof.

b. The foregoing notwithstanding, the City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

20. ATTORNEYS' FEES:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

21. HEALTH AND SAFETY REQUIREMENTS.

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the City's request, records to demonstrate Provider's compliance with this Section.

22. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Provider shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

23. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

24. WAIVER:

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

Subject to the language of Section 33, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No

verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

26. PREVAILING WAGES:

Provider is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. Provider agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable “public works” or “maintenance” project as defined by the Prevailing Wage Laws and if the total compensation is \$1,000 or more. City, upon Provider’s request, shall provide Provider with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Provider shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Provider’s principal place of business and at the project site. Provider shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

29. SIGNATORY:

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.

30. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Parking Concepts, Inc.
a California corporation



David Mueller
President

CITY OF ALAMEDA
a municipal corporation

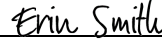
Jennifer Ott
City Manager



Rafael Abanilla
Senior Vice President

RECOMMENDED FOR APPROVAL

Signed by:



Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Ler Aslanian
Assistant City Attorney



APPENDIX A
SCOPE OF SERVICES



**PARKING OPERATOR AND MANAGEMENT
SCOPE OF SERVICES**

The Parking Operator will be tasked with managing and carrying out the requirements outlined in this Scope of Services:

I. FACILITIES

There is (1) facility included in this Scope of Services:

No.	Facility Name	Address
1	Civic Center Garage	1416 Oak St.

II. GENERAL REQUIREMENTS

The operator will manage, operate, direct and supervise a first-class public parking operation throughout the Term of the Agreement. The operator will be responsible for implementing any and all reasonable decisions of Owner, upon its request, and for initiating and taking such actions (not inconsistent with this Agreement) in the management and administration of the parking facility in order to achieve the first-class standard of operations, maximum efficiency, and overall success of the Parking Facility for the benefit of Owner.

No.	Facility Name	Address	Spaces	Paid Parking Hours	Parking Rates
1	Civic Center Garage	1416 Oak St.	± 340	Monday-Saturday 9:00am-5:00pm	\$.75/Hr. \$6.00/Day

The garage operates and serves as a convenient parking solution for visitors to Park Street and downtown area. Nearly all Park Street businesses are within a 10-minute walk of the facility, which offers a total of three hundred forty (±340) parking spaces. There are forty (40) spaces on the fifth (5th) floor dedicated for permit parkers Monday through Saturday from 9:00am-5:00pm. Amenities include electric vehicle charging stations, secure bike parking, and monthly permits for frequent users. The garage is equipped with an elevator (maintained by Owner) and provides accessible parking spaces for individuals with disabilities.

The nearby Alameda Theatre supports parking validation by offering moviegoers physical coupons for up to three hours of free parking on a future visit. The Operator will be responsible for the producing of and distribution of coupon validation tickets to the Alameda Theatre.

The Operator will be required to manage and maintain the Parking garage, in a neat, clean, safe and sanitary condition, to the satisfaction of Owner. Operator will maintain any improvements made to the Parking garage, including but not limited to company signage, etc.

Securing Facility Overnight



The Operator will be responsible for arriving at the facility seven (7) days per week to electronically close the overhead coiling doors at three entry points along Oak Street. Prior to closure, the Operator must implement standard procedures to ensure the facility is cleared of individuals and, to the best of their ability, vehicles. This will involve walking through all stairwells and vehicle drive aisles, starting from the top floor of the garage and systematically working down to the ground level. The overhead doors will automatically reopen at 6:00 AM.

The closure hours may vary between weekdays and weekends, typically occurring between 11:00 PM and 2:00 AM, and are subject to change.

Management of the garage will include but not be limited to, the following activities:

1. Employment of such parking attendants and other personnel for the management and operation of the garage;
2. Produce and distribute parking coupon validation vouchers to the Alameda Theatre as needed.
3. Develop, produce, distribute and manage parking permits available to the public for the permitted spaces in designate areas.
4. Maintain (sweep or mop) daily the common area exits, elevator cabs and lobbies, and stairways from all parking levels;
5. Empty trash containers daily, located throughout the Parking Facility;
6. Remove graffiti from throughout the Parking Facility as needed and within twenty-four (24) hours of any incident;
7. Maintain the paint quality as needed on walls, floors and ceilings on each of the parking levels;
8. Schedule and perform biannual pressure washing of floor areas throughout facility.
9. Maintain and replace elevator cab luminaires and diffusers as needed.
10. Maintain in good condition all parking control equipment provided by Owner.
11. Contact City of Alameda Parking Enforcement or the police department as needed if any activities at Civic Center require their assistance; and
12. Coordinate monthly meetings with Owner on matters relating to the management and operation of the garage.

III. PARKING OPERATOR HOURS OF ACCESS TO FACILITIES

The Owner may revise the hours of access at any given time. Unless otherwise notified, the parking operator will have twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year access to the five facilities.



IV. PAID PARKING HOURS AND RATES

Hours and rates for parking will be determined and managed exclusively by the Owner, and may be adjusted at any time based on an analysis.

On a semi-annual basis, Operator will provide the Owner a market survey and analysis of parking rates at competing facilities for review. The analysis will include the daily and monthly rates charged at the competing locations, as well as any recommended rate changes prescribed by Operator and the supporting rationale for the recommended changes.

V. STAFFING

Operator will provide sufficient and appropriate staffing to perform the Scope of Services in Appendix A.

Operator's designated Supervisor will maintain responsibility for oversight of the Parking Facilities and will remain as the single point of contact between Owner and Operator during the Term and any extensions thereof. Operator will also provide Owner with pertinent contact information for a minimum of one local staff member that will be available twenty-four (24) hours per day, seven (7) days per week for emergency and operational needs.

All on-site staff members will be trained in daily operations as well as in customer service. Operator and its staff will conduct themselves in a helpful, courteous manner toward Owner and its customers at all times.

Operator and its sub-contractors will comply with all Owner's standards and requirements for employees, including the completion of standard background and motor vehicle checks on each employee of the Parking Facility. Owner reserves the right to require Operator to provide customer service training to its on-site personnel, to provide additional or alternative personnel, or to modify its operating procedures if, in the sole discretion of Owner, Operator's management of the Parking Facility is not commensurate with the first-class standard required by the Agreement, or if Operator's management creates congestion, interferes with traffic circulation or causes material inconvenience for event, daily and/or monthly customers.

Parking Facility staff will be required to wear uniforms approved by Owner and to wear name tags or badges that clearly state the company name and the staff person's name. Owner retains final approval of Operator's staff assigned to subject garages.

VI. MARKETING

Operator will be responsible for providing marketing material at Owner's discretion.



VII. SIGNAGE

Operator will not install any signage or modify any existing signage without Owner's prior written consent, which Owner may give, deny or condition in Owner's sole discretion.

VIII. COLLECTION AND HANDLING OF REVENUE

1. Collect Parking Revenues

Operator will collect all revenue and receipts generated from Parking Facility operations and/or received by Operator in connection with its operation of the Parking Facility, including but not limited to parking fees collected by Operator from the daily or monthly parking of vehicles, special events, valet receipts, parking permit revenue, and all other funds or revenue received by Operator in connection with its operation of the Parking Facility ("**Gross Revenue**").

2. Collect All Applicable Taxes

Operator will determine, collect and pay the City Parking Tax and all other applicable taxes that may be imposed by law.

3. Revenue/Expenditure Control

Operator will utilize the revenue control system provided by Owner.

4. Operator Responsibility for Receipts/Revenues

Gross Revenue will become, immediately upon collection and receipt thereof, the property of Owner. Operator will be responsible for and will hold all Gross Revenue in trust for the benefit of Owner until it is deposited with Owner's bank or is delivered to an armored transport service, to the extent that Owner approves the operator's use of such a service.

5. Bank Account

The operator will deposit all collected Gross Revenue into a bank account approved by the owner, ensuring that these funds are deposited within twenty-four (24) hours of collection, without exception. Operator will retain copies of daily bank-endorsed deposit slips for the above deposits for a period of not less than three (3) years from the date each deposit is made. Under no circumstances will Operator permit funds collected to be taken anywhere off-site by any employee except to a place of deposit in an Owner-authorized account. Operator will follow all other procedures established by Owner for depositing daily cash receipts.

At a minimum, such procedures will include the following requirements:



- a) All currency must be banded as follows: \$1 bills, \$100 band; \$5 bills, \$500 band; \$10 bills, \$1,000 band; \$20 bills, \$1,000 or \$2,000 band.
- b) Currency must be tightly banded, and the bands must be secured with tape.
- c) Bands must be dated and stamped so that the designated bank can identify the currency as coming from Operator.
- d) Currency in quantities less than outlined above must be paper-clipped together by denomination.
- e) Coins must be rolled, and the rolls must have the same information as outlined in (c) above.
- f) A daily receipt form must accompany each deposit to the bank and the proper paperwork must be placed inside the deposit bag as directed by Owner.
- g) Two deposit slips must accompany each deposit to the bank and proper paperwork must be placed inside the deposit bag.
- h) Promptly after each deposit, Operator will furnish Owner with a copy of the deposit slip.

IX. **ACCOUNTING AND REPORTING**

1. **Monthly Statements:**

Operator will provide to Owner monthly statements that provide a summary of all Gross Revenue and Operating Expenses (the “**Monthly Statements**”). The Monthly Statements will be due on or before the fifteenth (15th) calendar day of the next succeeding month. The Monthly Statements will include a detailed written report of the Gross Revenue collected, the Management Fee earned and the Operating Expenses incurred during the preceding month, accompanied by Operator's payment to Owner of the amount of such Gross Revenue less the aggregate of the Management Fee and Operating Expenses. The Monthly Statements should include a summary of budget to actual revenue and expense comparison of line items and explanations for any variations from the approved budget. Owner reserves the right to change the monthly reporting requirements upon thirty (30) days’ written notice to Operator.

The Monthly Statements will also include the following items:

- a) The number of the monthly and daily parkers;
- b) The number of parkers utilizing validations sold to local merchants;



- c) A schedule of employee positions to be employed on-site in the direct management of the Parking Facility. The staffing schedule will include the number of employees, scheduled hours, job titles, hourly wage rates and salaries.
- d) Any unusual incidents occurring at the Parking Facility, such as security problems, amount of vehicles locked in Civic Center overnight, damage to equipment or the facility, or any incident in which a police report is taken, and any incidents described in Appendix A.
- e) Neighborhood/citizen comments or complaints;
- f) Personal injuries;
- g) Request for use of the Parking Facility for other than regular-fee parking;
- h) Other Owner-approved use of the Parking Facility during the month;
- i) Significant personnel changes and other situations of which Owner should reasonably be aware;
- j) Accounts receivable (if applicable);
- k) Monthly permit audit;
- l) Approved no-charge monthly accounts, if any, along with any other management reports reasonably deemed necessary by Operator and Owner.
- m) Operator will submit to Owner a detailed list of accounts receivable and no-charge monthly accounts for the month, along with various management reports reasonably deemed necessary by Owner.

2. Invoice(s):

Operator will submit an invoice, payable net 30 days, if revenues are insufficient to cover operating expenses in any reporting month.

3. Compensation Due:

Should operation of the Parking Facility begin on a date other than the first of the month, the compensation due to Owner will be prorated, based on a thirty (30) day month for the first month. Compensation due to Owner from Operator will thereafter be payable on or before the 15th (fifteenth) calendar day of each month following the applicable month of operation.

4. Losses:



Operator will assume all responsibility for any losses that may result from its acceptance of checks or counterfeit bills for payment of parking fees when such checks are returned or bills identified as counterfeit. In addition, missing tickets deemed outside of an acceptable range, as solely determined by Owner, will be assessed against the Operator's monthly management fee at a rate of the maximum daily value of each missing ticket.

5. On-Site Operating Costs:

Operator will administer payment of all on-site operating costs for the Parking Facility. Owner will reimburse Operator for Operating Expenses included in the Agreement. Owner will not reimburse Operator for any costs or expenses incurred by Operator outside of the Agreement.

X. CUSTOMER COMPLAINTS

Operator will have a methodology for handling customer complaints and reporting the nature and reasonable disposition to Owner. Contact information for handling customer complaints and questions will be posted in clear view within the Parking Facility and in any other designated area, subject to Owner's approval of the form and placement of all signage.

XI. IMMEDIATE NOTICE

Operator will immediately notify Owner by phone and email of any occupational injury or illness, employee exposure to hazardous substances, vehicle accidents, property damage, or environmental spills or releases related to the Services. Operator will provide a written incident report to Owner within twenty-four (24) hours after any such occurrence. Owner reserves the right to review incident investigations by Operator and/or to perform its own investigations, for the sole purpose of verifying facts, protecting Owner personnel and property, and limiting Owner's liability.

Operator will provide a written and or emailed incident report to Owner within twenty-four (24) hours after any such occurrence where a vehicle is left in garage overnight. Incident report shall include but not be limited to the following vehicle specifics: Year, Make, Model, Color, License Plate, Photos of Front/Sides/rear, and narrative of findings.

Operator will notify Alameda Police Department (APD) at 911 or APD Non-Emergency Dispatch Line at 510.337.8340 if any persons are unwilling to vacate the Civic Center Parking Garage during nightly closures. Operator will provide a written and or emailed incident report to Owner within twenty-four (24) hours after any such occurrence. Incident report shall include but not be limited to any findings, including if Alameda Police Department was called.

Operator will supply Owner with a copy of all notices that it receives from any public authority or agency concerning the Parking Facility immediately after receipt thereof by Operator (or immediately if such notice requests action by Owner or Operator within a period of fewer than 10 days).



Operator will immediately notify Owner by phone and email of any serious, unusual condition or situation that develops in the course of Operator's management of the Parking Facility, such as, but not limited to, fire, flood, breakage and casualty, damage to property or injury to persons. Operator will furnish Owner with copies of any police reports or reports of personal or bodily injury resulting from any incident at the Parking Facility within twenty-four (24) hours after such incident.

XII. AUDITS

Operator will conduct supervisory field audits on a random and unannounced basis to verify that revenue collected and deposited tally. Copies of all internal audits will be provided to Owner. Internal audits will be conducted a minimum of once every three (3) months.

XIII. OWNER/OPERATOR MEETINGS

Operator's staff shall coordinate and schedule with Owner's staff a regularly appointed time and location on a monthly basis to discuss problems and all other matters regarding all five (5) Parking Facilities.

XIV. OPERATIONS AND PROCEDURE MANUAL

Operator will be expected to prepare and maintain an operating manual to reflect the standards of performance as agreed to between Operator and the Owner within six months of commencement of operations. This manual must include at a minimum general operating and management policies; procedures for revenue management controls, accounting, auditing, and statistical and financial reports; payroll schedules, job descriptions and duties; customer service procedures; Operator's corporate office support; emergency procedures; marketing programs; amenities offered; and other mutually agreeable policies, procedures, and topics. The operating manual must be provided to the Parking Manager in digital format as one (1) combined .pdf file.

Operator's Legal Name: Parking Concepts, Inc.

Form A - Proposed Operating Budget

Salaries and Wages ¹		Year One Total
Administrative	Annual Hours	65
	Hourly Rate	\$36
		2,340
Field Personnel	Annual Hours	-
	Hourly Rate	\$25
		-
Sub-Total - Salaries and Wages		\$2,340.00
Total - Annual Hours		65.00
Payroll Tax & Fringe Benefits		
Vacation & sick pay accruals	4.00%	93.60
Payroll Taxes	16.35%	397.89
Health/Welfare/Benefits	62.13%	1,512.00
Workers' Compensation	12.66%	308.09
Sub-Total - Payroll Tax & Fringe Benefits		\$2,311.59
Total Salaries and Wages		\$4,651.59
Other Operating Expenses ²		
Insurance (liability, GKLL, crime)		7,820
License / Permits		50
Routine Facility Maintenance		0
Repair & Maint - Equipment		0
Sweeping		4,380
Steam Cleaning		5,000
Subcontractor Services - Janitorial/graffiti abatement		30,840
Subcontractor Services - Midnight Security Patrol		25,460
Tickets		0
Supplies - Lot (all other supplies)		0
Supplies - Office		0
Credit Card Fees		475
Telephone / Data		180
Fire Line Safety (Fire Extinguishers Maintenance)		2,486
Auto Expense - Insurance + fuel + R&M		1,218
Accounting Fee		6,600
Data Processing Fee		0
Payroll Processing Fee		240
		0
		0
		0
		0
		0
		0
		0
		0
Total - Other Operating Expenses		\$84,750
Management Fee		\$10,200

Start-up Budget ⁽¹⁾ - One-time Cost	\$0
Total Operating Expense Budget	\$99,601

Notes:

¹ Salaries and Wages based upon proposed staffing schedule provided (Form C); annual hours must match the hours

² Provide detail for all "Other Expenses". You may add additional expense item

³ Proposed Start-up Budget = One-time proposed cost for transition and start-up

Cells shaded green contain formulas, do not amend.
Input proposed costs in the cells shaded Blue

DO NOT AMEND

Operator's Legal Name: Parking Concepts, Inc.

Form C - Proposed Staffing Schedule Hours

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
Administrative Staff									
Office Admin Support	0.25	0.25	0.25	0.25	0.25			1.25	65.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
Sub-Total - Administrative	0.25	0.25	0.25	0.25	0.25	0.00	0.00	1.25	65.00
Field Personnel									
Lot Check/Collection/Supervision	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Collection double custody	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
Night garage check/sweep & closure	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
								0.00	0.00
Sub-Total - Field Personnel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	0.25	0.25	0.25	0.25	0.25	0.00	0.00	1.25	65.00

Note:
¹ Enter the number of hours only per day. E.g.: 1,1.25, 1.5,1.75, etc.

Cells shaded green contain formulas, do not amend. **DO NOT AMEND**
 All other fields can be utilized for input fields.

FACILITIES					
Civic Center	Park Street	Seaplane	Harbor Bay	City Hall West	
Year One	Year One	Year One	Year One	Year One	
POF	POF	POF	POF	POF	
2	0	0	0	0	2
100%	0%	0%	0%	0%	
65	-	-	-	-	65
-	-	-	-	-	-



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	CONTACT NAME: Juliana Bae PHONE (A/C. No. Ext): 949-900-1780 FAX (A/C. No.): E-MAIL ADDRESS: OCCerts@MarshMMA.com														
License#: 0H18131 PARKKONCIN	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Everest National Insurance Company</td> <td style="text-align: center;">10120</td> </tr> <tr> <td>INSURER B : Everest Denali Insurance Company</td> <td style="text-align: center;">16044</td> </tr> <tr> <td>INSURER C : Markel Insurance Company</td> <td style="text-align: center;">38970</td> </tr> <tr> <td>INSURER D : Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest National Insurance Company	10120	INSURER B : Everest Denali Insurance Company	16044	INSURER C : Markel Insurance Company	38970	INSURER D : Safety National Casualty Corporation	15105	INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER: 654941840** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	RM1GL00069241	6/1/2024	6/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		RM1CA00092241 RM1CA00093241	6/1/2024 6/1/2024	6/1/2025 6/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>GKLL Per Veh/Loc</td><td style="text-align: right;">\$ 350k Veh/\$1M Loc</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 3,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	GKLL Per Veh/Loc	\$ 350k Veh/\$1M Loc				
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D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4068826	6/1/2024	6/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Crime/Employee Dishonesty	Y	Y	5202PR0170202	6/1/2024	6/1/2025	Limit / Ded Per Occ \$1M / \$50k														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional Liability: Gemini Insurance Company / NAIC #012118 / Policy Number VIPL055967 – Effective 6/1/2024 – 6/1/2025 - Claims-Made / Full Prior Acts / Limit \$2,000,000 Each Claim, \$2,000,000 Aggregate / Deductible \$25,000

Cyber Liability: Arch Specialty Insurance Company / NAIC #21199/ Policy #C4LPY092397CYBER2024 / Effective 11/18/2024 - 11/18/2025 / Limit: \$5,000,000 / Deductible \$25,000 Each Claim

The City of Alameda, City, its City Council, boards, commissions, officials are included as Additional Insured with respects to General Liability and Auto Liability, where required by written contract, per the attached endorsements. Insurance is Primary & Non-Contributory, where required by written contract, per the See Attached...

CERTIFICATE HOLDER The City of Alameda 2263 Santa Clara Ave Alameda CA 94501	CANCELLATION <i>LC</i> 12/9/2024 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

AGENCY CUSTOMER ID: PARKCONCIN

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED Parking Concepts, Inc. 12 Mauchly, Bldg I Irvine, CA 92618	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

attached endorsements. Waiver of Subrogation applies with respects to General Liability and Workers Compensation, where required by written contract, per the attached endorsements. Cancellation provisions apply, where required by written contract, per the attached endorsements.

POLICY #: RM1GL00069241

POLICY PERIOD:
06/01/2024

TO:
06/01/2025

**COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

POLICY #: RM1CA00092241

EFFECTIVE: 06/01/2024

EXPIRATION: 06/01/2025

COMMERCIAL AUTO
ECA 02 505 04 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**NOTICE OF CANCELLATION BY US TO THIRD PARTY –
BLANKET**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

Schedule

30 days before the effective date of cancellation by us we will mail or deliver notice to any additional insured or "certificate holder" under this Coverage Part:

The following Condition is added to the policy:

Notice of Cancellation By Us To Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. We will not notify any third party not contained on the list you have provided to us.
8. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each additional insured or "certificate" holder, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

For the purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

POLICY #: RM1GL00069241

EFFECTIVE: 06/01/2024

EXPIRATION: 06/01/2025

COMMERCIAL GENERAL LIABILITY
ECG 20 600 05 09

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 in the performance of your operations for an additional insured.
- B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - 1. The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

POLICY#: RM1GL00069241

POLICY PERIOD: 06/01/2024

TO: 06/01/2025

**COMMERCIAL GENERAL LIABILITY
ECG 00 620 04 14**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION BY US TO THIRD PARTY – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

30 days before the effective date of cancellation by us we will mail or deliver notice to any additional insured or "certificate holder" under this Coverage Part:

The following Condition is added to the policy:

Notice of Cancellation by Us to Third Party

1. If we cancel this policy for any reason other than non-payment of premium, notice of cancellation of not less than the number of days shown in the Schedule will be mailed or delivered to any third party identified in the list you have provided to us as described below.
2. We will mail or deliver our notice to the third party at the address shown in the list you have provided to us.
3. If notice is mailed, proof of mailing will be sufficient proof of notice.
4. We will not notify the third party if cancellation is at your request.
5. We will not notify the third party in the event of non-renewal.
6. We will not notify the third party if cancellation is due to non-payment of premium.
7. We will not notify any third party not contained on the list you have provided to us.
8. Our failure to notify the third party does not invalidate cancellation as respects you.

You agree that as a condition precedent for us providing such notice, you will:

- a. Provide us with a complete list of each additional insured or "certificate" holder, including appropriate designees and complete mailing addresses;
- b. Provide the list to us no less than 7 days from the date we request it; and
- c. Notify us of any changes to the list within 5 business days of such change.

For the purpose of this endorsement, "certificate" shall mean a certificate of insurance issued as evidence of this insurance.

EFFECTIVE: 06/01/2024

EXPIRATION: 06/01/2025

POLICY NUMBER: RM1CA00092241

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
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SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization that entered into a written contract with the named insured requiring such person(s) or organization(s) to be named as an additional insured.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

EFFECTIVE: 06/01/2024

EXPIRATION: 06/01/2025

POLICY NUMBER: RM1GL00069241

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

All Persons Or Organizations As Required By Written Contract With The Named Insured. The Written Contract Must Be Signed Prior To The Date Of The "Bodily Injury", "Property Damage", Or "Personal And Advertising Injury".

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

0456 00 0113 (XWC)

ENDORSEMENT

BLANKET WAIVER OF SUBROGATION

Effective 12:01 A.M., Local Time, June 01, 2024

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed that the Recovery From Others section of this Agreement is amended to include the following additional language:

The CORPORATION has the right to pursue subrogation recoveries from anyone liable for an injury covered by this Agreement. The CORPORATION will not enforce its right against any person or organization for whom the EMPLOYER performs work under a written contract that requires the EMPLOYER to obtain this agreement from the CORPORATION.

All other terms, conditions, agreements and stipulations remain unchanged.

Attached to and forming a part of Excess Workers' Compensation and Employers' Liability Insurance Agreement No. SP 4068826, issued by SAFETY NATIONAL CASUALTY CORPORATION of St. Louis, Missouri to PARKING CONCEPTS, INC., ET AL, dated June 01, 2024. Endorsement No. 0456 00 0113 (XWC)

SAFETY NATIONAL CASUALTY CORPORATION



Secretary



President