

ORIGINAL

PARKING MANAGEMENT SERVICES AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this ____ day of _____, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and PARKING CONCEPTS, INC., a California corporation, whose address is 25 DIVISION STREET, SUITE 107, SAN FRANCISCO, CALIFORNIA 94103, (the "Provider"), in reference to the following:

RECITALS:

- A. 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: provide parking management services for the parking facility intended to serve the Commercial Downtown. City staff issued a Request for Proposal in April 2016 and received six (6) 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. City and Provider desire to enter into an agreement to provide parking management services for the facility and related parking assets for a term of two (2) years, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 1st day of July 2016, and shall terminate on the 30th day of June 2018, unless terminated earlier as set forth herein.

This Agreement may be mutually extended for three additional two year periods, at the sole discretion of the City Manager, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The City Manager may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement and the compensation adjusted by the Consumer Price Index for the San Francisco Bay area as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the previous calendar year.

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. The 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 as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or his/her designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Total compensation under this contract shall not exceed \$177,740, which includes a 10 percent contingency (\$16,158). 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 City agree that time is of the essence regarding the performance of this Agreement.

5. STANDARD OF CARE:

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

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 City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from 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.

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 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 City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race,

religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities 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 subsections 10A, B, C and D. 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 ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Provider shall maintain the following insurance coverage:

(1) Worker's Compensation and Employer's Liability Insurance. Operator shall procure and maintain Worker's Compensation and Employer's Liability Insurance covering all of its employees in conformance with the laws of the state in which the Facility is located, except that such insurance shall not have a limit of liability less than the following:

Worker's Compensation: Statutory coverage as required by the State of California.

Employer's Liability

- | | |
|-------------------------------|---------------------------|
| (1) Bodily Injury by Accident | \$1,000,000 |
| (2) Bodily Injury by Disease | \$1,000,000 Aggregate |
| (3) Bodily Injury by Disease | \$1,000,000 Each Employee |

(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 aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(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
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(4) Umbrella Liability. Operator shall procure and maintain an Umbrella Liability policy or follow on form Excess Liability policy with minimum limits of \$10,000,000 per occurrence/annual aggregate. Such coverage shall be written on an Occurrence Form (Claims Made form is not acceptable) and shall be at least as broad, and shall be maintained for the same duration, as the Commercial General Liability policy required in Paragraph (ii) above.

(5) Garage Keeper's Legal Liability. Operator shall procure and maintain Garage Keeper's Legal Liability coverage insuring any and all automobiles that are parked at the Facility by Operator's attendants or for which a bailment otherwise is created, with

limits of not less than \$1,000,000 per occurrence and which is scheduled on the Umbrella Liability Policy.

(6) **Comprehensive Crime Insurance.** Operator shall procure and maintain Comprehensive Crime coverage, including money and securities, employee theft, premises, transit and depositors forgery with a minimum limit of \$1,000,000 each occurrence.

Operator shall provide Owner with copies of certificates of insurance coverage and proof of payment of all premiums. Insurance policies shall provide for notification to Owner of non-payment of any premium and give Owner the right to make the premium payment there under within a reasonable time. Any premium payments made by Owner shall be deducted from amounts due Operator under this Contract. Insurance policies shall provide for thirty (30) days' prior written notice to Owner of cancellation.

Owner and such other persons and entities as may from time-to-time be designated in writing by Owner ("Owner's Additional Insureds"), shall be named as additional insured under the Commercial General Liability, Comprehensive Automobile Liability and Umbrella Liability policies set forth in paragraph (a) above. Contractor shall maintain such additional insured status for Owner and Owner's Additional Insureds continuously during the term of this Contract and until all claims and suits arising out of or related to this Contract are barred by the applicable statutes of limitations and statutes of repose.

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the 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.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's 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.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by 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.

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 requires 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 may consent or reject such request in his/her 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 of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, 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 the corporation.

13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes 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 his/her 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 the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the 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 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 his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her 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 the 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 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 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 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 City shall be addressed to City at:

City of Alameda
950 West Mall Square, Room 110
Alameda, CA 94501
ATTENTION: Liz Acord, Management Analyst
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

Parking Concepts, Inc.
25 Division Street, Suite 107
San Francisco, CA 94103
ATTENTION: Jeff Spicker, Manager of Business Development
Ph: (415) 553-6883 / Fax: (415) 553-8856 / Cell: (415) 314-2848
E-Mail: jspicker@pci-sf.com

18. SAFETY:

a. The 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. The 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. The 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. The 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 City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, 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. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

21. 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 the 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 City.

22. 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.

23. WAIVER:

A waiver by 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.

24. INTEGRATED CONTRACT:

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 City and Provider.


25. CAPTIONS:

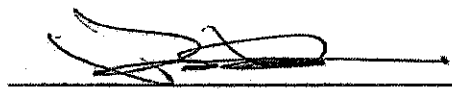
The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

Signatures on next page

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

PARKING CONCEPTS, INC.
A California Corporation


Gill Barnett
President, Secretary, Treasurer


Kermit Kingsbury
Vice President

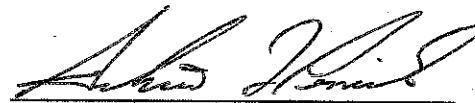
CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

RECOMMENDED FOR APPROVAL


Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney


for Janet Kern 6/7/16
City Attorney

**EXHIBIT A
SCOPE OF WORK**

**PARKING FACILITY MANAGEMENT AGREEMENT
City of Alameda, CA**

The Parking Operator will be responsible for performing the following duties and responsibilities under the stated guidelines and procedures as listed below:

- A. General Duties:** During the hours of operation established by Owner for the Parking Facility, Operator will manage, operate, direct and supervise a first-class public parking operation throughout the Base Period and any Option Periods. Services to be provided by Operator in connection therewith will include without limitation the following:
1. Management and operation of the Parking Facility, including supervision of the parking and circulation of vehicles inside the Parking Facility, and administration and monitoring of access control credential use;
 2. Collection of and accounting for all cash and other payments from any source derived from the use of the Parking Facility, including sums payable with respect to daily and monthly parking fees and outside contracts;
 3. Operation and maintenance of the parking access and revenue control system (PARCS) equipment installed at the Parking Facility;
 4. Employment of such parking attendants and other personnel for the management and operation of the Parking Facility in a first-class manner;
 5. Management of event parking, validation sales and monthly parking program;
 6. Maintenance of accounting records of all income and expenses related to the management and operation of the Parking Facility;
 7. General maintenance and janitorial services to ensure the Parking Facility are representative of first-class parking facility;
 8. Maintenance of Electric Vehicle Charging Stations (EVCS);
 9. Implementation and maintenance of upgraded Parking Access and Revenue Control System (PARCS) and Citywide Parking Guidance System (PGS) (the hardware and software may be procured and installed by Owner prior to the award and commencement date);
 10. Coordination with City of Alameda Parking Enforcement efforts in the Facility on a daily basis; and
 11. Periodic consultation with Owner on matters relating to the management and operation of the Parking Facility, including providing Owner with recommendations regarding how to increase the efficiency and lower the cost of parking operations, as well as transportation demand management.
- B.** 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.

C. Parking Spaces

1. Operator will offer covenanted parking spaces at market rates to adjacent properties as designated by Owner.

D. Parking Fees

1. The parking fees charged by Operator will be determined and regulated solely by Owner, with recommendations from Operator. Operator will provide a Market Survey and Analysis of parking rates at competing facility to Owner for review on an annual basis throughout the Base Period and any Option Periods. The analysis will include the daily and monthly fees charged at the competing locations, as well as any recommended rate changes prescribed by Operator and the supporting rationale for the recommended changes. Collection of parking fees not in conformance with the approved rates will constitute a breach of contract and may result in immediate termination of the Agreement.

E. Hours of Operation

1. The Owner may revise the hours of operation from time to time. Unless otherwise notified, the hours of operation will be twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year. Paid parking is limited to 9:00 AM through 5:00 PM Monday through Saturday.

F. Staffing

1. Operator will provide sufficient and appropriate staffing to perform the Services in accordance with the first-class standard required by this Agreement.
2. Operator's designated Supervisor will maintain responsibility for oversight of the Parking Facility and will remain on-site, acting 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 24 hours per day, 7 days per week for emergency and operational needs.
3. 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.
4. 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 this Agreement or if Operator's management creates congestion, interferes with traffic circulation or causes material inconvenience for event, daily and/or monthly customers.

5. Parking Facility employees 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.
6. Owner retains final approval of Operator's staff assigned to subject garages.

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

H. 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:** Operator will open a separate bank account for the Parking Facility in which all Gross Revenue collected is to be deposited, without exception, within twenty-four (24) hours after the day funds were collected. 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.

I. 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.
 - a. The Monthly Statements will also include the following items:
 - i. The number of the monthly and daily parkers;
 - ii. The number of parkers utilizing validations sold to local merchants;
 - iii. 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.
 - iv. Any unusual incidents occurring at the Parking Facility, such as security problems, damage to equipment or the facility, or any incident in which a police report is taken, and any incidents described in Exhibit A, Section L, below;

- v. Neighborhood/citizen comments or complaints;
 - vi. Personal injuries;
 - vii. Request for use of the Parking Facility for other than regular-fee parking;
 - viii. Other Owner-approved use of the Parking Facility during the month;
 - ix. Significant personnel changes and other situations of which Owner should reasonably be aware;
 - x. Accounts receivable (if applicable);
 - xi. Monthly permit audit;
 - xii. Approved no-charge monthly accounts, if any, along with any other management reports reasonably deemed necessary by Operator and Owner.
- b. Operator will also 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:** 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 incurred by Operator that are described in Section VI.B of this Agreement. However, Owner will not reimburse Operator for any costs or expenses incurred by Operator that are described in Section VI.B.2 of the Agreement.
- J. **General Facility Maintenance:** Operator will be responsible for all physical upkeep of the Parking Facility and parking-related equipment and will maintain the Parking Facility in a neat, clean, safe and sanitary condition, to the satisfaction of Owner. Operator will maintain any improvements made to the Parking Facility, including but not limited to the PARCS equipment, company signage, etc. However, Operator will not be required to maintain

Restricted Areas. Ongoing maintenance will consist of, but not be limited to, the following activities:

1. Maintain (sweep and mop) daily the common area exits, elevator cabs and lobbies, and stairways from all parking levels;
2. Maintain (clear debris, trim trees, water) daily any enclosed garden areas;
3. Empty daily trash containers located throughout the Parking Facility;
4. Remove graffiti from throughout the Parking Facility as needed and within two hours of any incident;
5. Maintain the paint quality as needed on walls, floors and ceilings on each of the parking levels;
6. Pay for annual, or as directed, degreasing and re-striping for the Parking Facility;
7. Maintain and replace luminaires as needed; and
8. Maintain in good condition all parking control equipment provided by Owner.

K. Customer Complaints

1. 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.

L. Immediate Notice: In addition to reporting all of the following incidents on the Monthly Statements:

1. 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.
2. 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).
3. 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.

M. Audits:

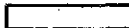
1. Operator will conduct supervisory field audits on a random and unannounced basis to verify that tickets issued and cash payments received tally. Copies of all internal audits will be provided to Owner. Internal audits will be conducted a minimum of once every three (3) months.

N. Owner/Operator Meetings:

1. Operator's staff will be available to meet with Owner at a mutually acceptable location and schedule to discuss problems and all other matters regarding the Parking Facility as they arise.
2. Operator's staff will be available to meet with Owner's staff at a regularly appointed time and location on a quarterly basis.

FORM G: Proposed Staffing Schedule					PARKING CONCEPTS, INC.				
Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Weekly	Annual
General Manager									
Sub-Total - General Manager									0
Assistant Manager									
Assistant Manager									
Sub-Total - Assistant Manager									0
Lead Attendant 1									
Lead Attendant 2									
Sub-Total - Lead Attendant	0	0	0	0	0	0	0	0	0
Attendant 1	1	1	1	1	1	1			
Attendant 2									
Attendant 3									
Attendant 4									
Attendant 5									
Attendant 6									
Attendant 7									
Attendant 8									
Attendant 9									
Attendant 10									
Sub-Total - Attendant	1	1	1	1	1	1	0	0	0
Customer Service 1									
Customer Service 2									
Sub-Total - Customer Service	0	0	0	0	0	0	0	0	0
Total								0	0

¹ Cells shaded green contain formulas, do not amend.
² All other fields can be utilized for input fields.



Operator:

PARKING CONCEPTS, INC.

Spaces

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Form A - Proposed Operating Budget (Two-Year)

Salaries and Wages ⁽¹⁾		Consolidated	Year One	Year Two
General Manager	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub-Total - General Manager		-	-	-
Assistant Managers	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub-Total - Assistant Managers		-	-	-
Lead Attendants	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub-Total - Lead Attendants		-	-	-
Attendants	Annual Hours	1,196	598	598
	Hourly Rate	16.00	\$16.00	\$16.00
Sub-Total - Attendants		19,136	9,568	9,568
Customer Service/Cashier	Annual Hours	-	-	-
	Hourly Rate	#DIV/0!	\$0.00	\$0.00
Sub-Total - Cashiers		-	-	-
Sub-Total - Salaries and Wages		\$19,136	\$9,568	\$9,568
Total - Annual Hours		1,196	598	598
Payroll Tax & Fringe Benefits				
Payroll Taxes	14.9%	2,850	1,425	1,425
Health/Welfare/Benefits	13.8%	2,640	1,320	1,320
Workers' Compensation	10.8%	2,068	1,034	1,034
Sub-Total - Payroll Tax & Fringe Benefits		\$7,558	\$3,779	\$3,779
Total - Salaries, Tax, Fringe & Worker's Compensation		\$26,694	\$13,347	\$13,347
Other Expenses				
Insurance (liability, GKLL, crime)		7,366	3,683	3,683
Routine Maintenance		-	-	-
Equipment Maintenance		-	-	-
Garage Supplies		1,800	900	900
Tickets		2,400	1,200	1,200
Uniforms		-	-	-
Telecommunications/ Data Processing/Postage		-	-	-
Office Supplies		-	-	-
Marketing		-	-	-
License/Permits		282	141	141
Auto Damages		-	-	-
Utilities (cost estimated, do not amend)		32,480	16,000	16,480
Armored Car Services		-	-	-
Bank Service Fees		-	-	-
Accounting & Legal Fees		1,800	900	900
Sub-Total - Other Expenses		\$46,128	\$22,824	\$23,304
General/Miscellaneous ⁽²⁾				
Janitorial (4rs 7 days week)		55,200	27,600	27,600
Sweeping (bi-weekly)		5,760	2,880	2,880
Powerwashing		13,000	6,500	6,500
Auto Expense		2,400	1,200	1,200
G & M Detail		-	-	-
Sub-Total - General/Miscellaneous		\$76,360	\$38,180	\$38,180
Total - Other & General/Miscellaneous		\$122,488	\$61,004	\$61,484
Management Fee		\$12,000	6,000	6,000
Start-up Budget ⁽³⁾ - One-time Cost		400	400	N/A
Total Operating Expense Budget		\$161,582	\$80,751	\$80,831

Notes:

¹ Salaries and Wages based upon proposed staffing schedule provided (Form G); annual hours must match the hours² Provide detail for any General & Miscellaneous operating expenses.³ Proposed Start-up Budget = One-time proposed cost for transition and start-up expenditures (year-one only)⁴ Cells shaded green contain formulas, do not amend.⁵ Input proposed costs in the cells shaded Blue.

Operator: PARKING CONCEPTS, INC.

Form A - Parking Facility - Budget Summary

	Consolidated (Three-Year Budget)			Year-One			Year-Two					
	Annual Hrs.	Rate/Hour	Total	Annual Hrs.	Rate/Hour	Total	Annual Hrs.	Rate/Hour	Total			
Labor												
General Manager	-	#DIV/0!	-	-	-	-	-	-	-			
Assistant Managers	-	#DIV/0!	-	-	-	-	-	-	-			
Lead Attendants	-	#DIV/0!	-	-	-	-	-	-	-			
Attendants	1,196	16.00	19,136	598	16.00	9,568	598	16.00	9,568			
Customer Service	-	#DIV/0!	-	-	-	-	-	-	-			
Sub-Total - Salaries/Wages	1,196	16.00	19,136	598	16.00	9,568	598	16.00	9,568			
Payroll Tax & Fringe												
Payroll Taxes		14.9%	2,850		14.9%	1,425		14.9%	1,425			
Health/Welfare/Benefits		13.8%	2,640		13.8%	1,320		13.8%	1,320			
Workers' Compensation		10.8%	2,068		10.8%	1,034		10.8%	1,034			
Sub-Total (Tax & Fringe)			7,558			3,779			3,779			
Other Expenses												
Sub-Total (Other)			46,128			22,824			23,304			
Sub-Total (G & M)			76,360			38,180			38,180			
Sub-Total - Other Expenses			122,488			61,004			61,484			
Management Fee			12,000			6,000			6,000			
Start-up Budget ⁽¹⁾			400			400			N/A			
Total Operating Budget			161,582			80,761			80,831			
Cost/Month ⁽²⁾			4,488			6,729			6,736			

Notes:

¹ Proposed Start-up Budget = One-time proposed cost for transition and start-up expenditures (year-one only)

² Cost/Month = Two-year Total Budget/ 24 months

³ Cells shaded green contain formulas, do not amend.



OPERATIONS PLAN

Overview

Parking Concepts plans to make no dramatic changes to the way the facility is currently operated. However, we do expect a change to Parking Concepts will have a dramatic effect on your parking. In particular, transient parking revenue and improved monthly parking sales.

Enforcement

After visiting the facility numerous times, we are confident significant revenue is lost due to unpaid parking as a result of infrequent enforcement. With your permission, unlike current, PCI will have our supervisor audit the facility during each visit and place warning notices on vehicles parking without payment. It is a simple fact... if parking isn't enforced, people will cheat. On the contrary, if word gets out that the garage is being audited people will comply. This simple change could easily net the City a 15% spike in revenue.

Monthly Parking

With your permission, Parking Concepts will deliver our online utility to market, enroll and provide account management services to your monthly parkers. We currently market monthly parking through our site at www.monthlyPARK.com. We found that marketing the "need" provided vastly improved sales over the branding our company website. If you have an alternative URL or City web page such as <https://alamedaca.gov/visitors/parking> we could easily provide a link or widget to be incorporated into such. These links would connect the parker into our PCI-DSS compliant online portal.

Credit Card Payments

Due to the small number of monthly parkers and current trend, Parking Concepts will seek your permission to require all monthly payments through 1) recurring credit/debit card charges or 2) by commuter check only. Implementing these requirements is not only more environmentally favorable, they make accounts receivables nearly a thing of the past. Monthly payments will now drop into your account no later than the 5th business day of each new month.

Janitorial/Sweeping/Pressure Washing

Parking Concepts has budgeted keeping the same janitorial firm as current. However, we did reduce the weekend hours from six down to four to provide cost savings and reduce waste. Upon award, Parking Concepts will officially bid out this service to local firms to see if additional savings can be made. The current company, Significant Cleaning, is sub-contracted through the power washing company.

The most significant change to the cleaning procedures of the facility will be a move to USGBC/Green Garage cleaning standards. These standards apply to both green seal certified products as well as the actual cleaning equipment and procedures. Utilizing our own in house expert who worked on notable projects such as the first LEED Platinum Certified project you can be assure all standards will be met.

In our economics, we also reduced the pressure washing down to twice a year from the current quarterly schedule. Frankly speaking, it is very rare that any facility is pressure



washed more than once a year. However, we are happy to build back this expense should the City deem it required.

Signage

The signage in the garage is an eclectic mix off the shelf signs posted as each new concern arises. This hodgepodge directs the eye to no one particular place. Ironically the most important sign, rates and hours of enforcement is the smallest. Poor planning led to the installation of banners that also lack in the "appeal" department. We suggest working with the City to streamline this approach, design and install a single large "all-in-one" sign that improves aesthetics and conveys the required messages.

Start-up Costs

We have included \$400 in start-up costs to immediately replace the current rate sign at entry with professionally designed sign that conveys the most pertinent information to the parker, rates and hours of enforcement.

Online Reservations

Should the City allow, parking concepts will develop an online/smartphone strategy utilizing a select mixture of online/smartphone reservation/payment systems to further enhance the revenue performance of the facility. Parking Concepts has had great luck with a variety of providers. We will work with the City to identify the partner(s) of its choice to provide this services. Not only is this a service the public is coming to demand, we can actually generate significant revenue improvements.

Management Approach

Sertse will be your single point of contact with no middle management layer to slow things down. Your account will also receive consistent monthly interaction from our regional executive team. Steve, Jeff and Sertse work hand in hand. We suggest full team meetings no less that Quarterly.

In general, our approach is to be proactive stewards of your greatest asset(s). We see ourselves as partners, not a vendor. We will actively present suggestions for improvement, and will willingly help roll out City initiatives. Our local executive team is at the ready to answer your questions at any time or meet to discuss strategies for future success. Your account will be reviewed monthly by the local team and by our Vice President and owner to assure we are on budget and remain committed to our goals and initiatives.

Employee Duties

Sertse will oversee your account and be the first line of contact for the City. This includes all aspects from operational procedures, revenue collection, reporting, etc.

Albert Shiu will be our supervisor who comes on-site daily. Albert will pull the revenue and deposit it daily, run reports, audit the facility, assist in enforcement and perform daily walk through. Albert will audit the work of the cleaning crew and report any deficiencies.

Hiring & Training

PCI has very high standards for the hiring and training of employees. Even in today's labor market, hiring lower wage employees who meet our standards is a difficult task. We have

devoted substantial resources and implemented innovative programs to assure a pool of qualified applicants, not lowered our standards. All individuals are subject to our stringent interview and screening process. All employees working for PCI follow company policies as outlined in our Employee Handbook. Our manual details PCI's philosophy, expectations, rules and regulations. We stand behind our manual and expect all employees to follow the behavior and protocols within it.

When hiring, we look beyond traditional advertisements for experienced "Valet" or "Parking" individuals and focus on "customer service" and "hospitality" background. In addition, we look for the demonstration of the following key attributes in our Team Members:

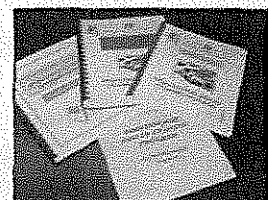
- Values
- Quality
- Productivity
- Dependability
- Customer Focus
- Teamwork
- Adaptability

Parking Concepts will have no problem delivering outstanding customer service to the tenants and visitors of your project. Delivering exemplary service on all levels is our founding principle. To ensure our goals are met all hiring and training standards are based on hospitality industry standards. As mentioned above in the hiring process, we look for the skills and personality traits that can't be taught, those things that are inherent in select individuals. Completing paperwork and parking cars in a safe and efficient manner can be taught. Teaching a grouch to smile and thank a customer, not so easy! And unlike larger competitors, we make all new hire decisions based on the individual's personality, experience and career goals and how that will mesh with the personality of the facility and staff where they will be assigned.

As ironic as it may sound, Class A commercial properties are often the least difficult operations to run from a personnel and customer service standpoint. This is primarily due to the consistency of the work environment, competitive wages and benefits. Parking Concepts is very proud of our current and past history in Northern California. Parking Concepts began operations here under contract for the City of San Francisco, we ran numerous city facilities including the Ellis O'Farrell Garage managing over 60 full time employees and valet parking nearly 2,000 cars daily. Today we continue our local valet experience parking the cars for industry giants such as Twitter, Yelp, Advent, Adobe, Zynga, Salesforce and a host of traditionally demanding tenants at various high profile locations. We have a large pool candidates looking to advance promoting our growth and part time workers at our disposal to move into new locations. PCI cross trains employees at multiple locations to keep overtime to an absolute minimum while delivering a consistent high quality staff member in a pinch.

Training

Training, at Parking Concepts, is a comprehensive program that encompasses new valet training, orientation to the safety policy of the company, and regular, ongoing in-service training for all existing employees. The training program at Parking Concepts is anywhere from 16 to 40 hours depending on the system and requirements. While many components are standardized, all on-site valet training is customized to





enhance the safety and efficiency of the specific operation.

Most of our training is devoted to customer service. We firmly believe that service is the true backbone of our industry and that parking is more closely related to the hospitality industry than most other firms believe. We focus on service and constantly reinforce this with our staff and management.

Parking Concepts' on-going training program will ensure a gracious operating environment and address unsatisfactory performance, provide refresher training and service awareness for all employees, and provide additional training if an operation changes or a staff member moves into a new position.

At Parking Concepts we work hard to foster a sense of teamwork and that we are "family," to blatantly borrow from that old 70's song. The following are directly from our training programs and corporate philosophy.

These six customer service secrets are essential:

1. MAKE EYE CONTACT
2. HAVE A SINCERE SMILE
3. OFFER A FRIENDLY GREETING
4. CONDUCT A PLEASANT TRANSACTION
5. THANK THE CUSTOMER
6. WISH THEM WELL AND INVITE THEM BACK

PCI CUSTOMER SERVICE PROGRAM

- ♦ *To build awareness of the importance of excellent "guest" service - to the parking public, to the organization and to the guest services provider (our employees).*
- ♦ *To refine skills and confidence to meet and, whenever possible, exceed the guests personal and practical needs for parking services.*
- ♦ *To create understanding that excellent service requires through preparation, effective customer interaction, and timely follow-through activities*
- ♦ *To build skills that provides consistent and balanced everyday service excellence.*
- ♦ *To build skills to better deal with difficult, unexpected, or challenging situations.*
- ♦ *To demonstrate the critical importance of the teamwork to meet or exceed customer needs.*
- ♦ *To encourage the initiation of (and follow-through on) ideas to reach and sustain excellence in customer service.*
- ♦ *In all program content, to develop skills and commitment, and to transfer both to the job.*

The Ten Commandments of Customer Service

1. **Know who is boss.** You are in business to service customer needs, and you can only do that if you know what it is your customers want. When you truly listen to your customers, they let you know what they want and how you can provide good service. Never forget that the customer pays our salaries and makes our jobs possible.
2. **Be a good listener.** Take the time to identify customer needs by asking questions and concentrating on what the customer is really saying. Listen to their words, tone of voice, body language, and most importantly, how they feel. Beware of making assumptions - thinking you intuitively know what the customer wants. Do you know what three things are most important to your customer?

Effective listening and undivided attention are particularly important in the parking areas and the pedestrian pathways where there is a great danger of preoccupation to look around to see to whom else we could be attending to.

3. **Identify and anticipate needs.** Customers don't want to go to parking facilities or visit an office building. They want good feelings and friendly attitudes. Most parker needs are emotional rather than logical. The more you know your parkers, the better you become at anticipating their needs. Communicate regularly so that you are aware of problems or upcoming needs.
4. **Make parkers feel important and appreciated.** Treat them as individuals. Always use their name, if you can, and find ways to compliment them, but be sincere. People value sincerity. It creates good feeling and trust. Think about ways to generate good feelings about parking with you. Customers are very sensitive and know whether or not you really care about them. Thank them every time you get a chance.

Always be sure that your body language conveys sincerity. Your words and actions should be congruent.

5. **Help our customers understand our systems.** PCI may have the world's best systems for getting things done, but if customers don't understand them, they can get confused, impatient and angry. Take time to explain how our systems work and how they simplify transactions.
6. **Appreciate the power of "Yes".** Always look for ways to help your parkers. When they have a request (as long as it is reasonable) tell them that you can do it. Figure out how afterwards. Look for ways to make parking with you easy. Always do what you say you are going to do.
7. **Know how to apologize.** When something goes wrong, apologize. It's easy and customers like it. The customer may not always be right, but the customer must always win, or feel like they have. Deal with problems immediately and let customers know what you have done. Make it simple for customers to complain. Value their complaints. As much as we dislike it, it gives us an opportunity to improve. Even if customers are having a bad day, go out of your way to make them feel comfortable.
8. **Give more than expected.** Since the future of PCI lies in keeping customers happy, think of ways to elevate yourself above the competition. Consider the following:



- What can you give customers that they cannot get elsewhere?
 - What can you give customers that is totally unexpected?
9. **Get regular feedback.** Encourage and welcome suggestions about how you could improve. There are several ways in which you can find out what customers think and feel about your services.
- Listen carefully to what they say.
 - Provide a method that invites constructive criticism, comments and suggestions.
10. **Treat your team mates well.** Your PCI co-workers are your internal customers and need a regular dose of appreciation. Thank them and find ways to let them know how important they are. Treat your co-workers with respect and chances are they will have a higher regard for customers. Appreciation stems from the top. Treating customers and co-workers well is equally important.

To address service better, we must have a clear understanding of what customer service is and most importantly, what is expected from us.

Apart from performing our duties well, a high level of courteousness is also expected from us. Efficient performance and courteousness goes side-by-side.

The following are some tips on how we can improve customer service;

- ✓ The customer is never an interruption to your work. The customer is your real reason for being in business. Chores can wait!
- ✓ Remember, you are the company. In the customer's eyes, you are as important as the President of PCI.
- ✓ Welcome every customer with a smile and a warm greeting, such as Good morning, Good afternoon, Good evening & Welcome to _____ Parking Garage, how may I assist you?
- ✓ Make eye contact and maintain eye contact every time you talk to the customer.
- ✓ Use words like Please, Certainly, My Pleasure and Sir/Madam.
- ✓ Give customers a warm farewell by saying, have a nice day, have a good day, and good night.
- ✓ When cashiering, project your voice clearly and repeat the charge (if any).
- ✓ Say the amount collected against the charge. (e.g., "Seven dollars out of twenty").
- ✓ Thank the customer.
- ✓ Never say, "I don't know". If you don't know the answer to a customer question, say "that's a good question. Let me see if I can find out the answer". Summon a Supervisor.
- ✓ State things in a positive way. Choose positive words when speaking to a customer. It takes practice, but it is a valuable habit that will help you become an effective communicator. Also, it will help diffuse any tension. Please, NO negative comments!



- ✓ Remember, the customer pays your wages. Our business is pleasing customers. Our business is SERVICE! Every dollar you earn comes from the customer's pocket. Treat them like the boss.

As valet parking is more of a service than it is anything else, service levels should be built on foundations established in the service industry.

The following are ideal levels of service (LOS) for wait times when claiming vehicles:

Level of Service (LOS)	Wait Time ⁽¹⁾
A	Less than three minutes
B	Three to five minutes
C	Five to seven minutes
D	Seven to nine minutes
F	Exceeds nine minutes

⁽¹⁾ From presentation of ticket to return of vehicle.

Arriving patrons, on the other hand, must not be made to wait in their vehicles for any substantial length of time before they are greeted and attended to. Parking Concepts works diligently to ensure that all valet operations deliver Level A service.

Continued training/education is also provided for the manager. Managers are required to attend Parking Concepts' quarterly manager meetings. At these meetings PCI senior managers are further trained on how to improve customer service, provide developmental growth for staff, discuss new technologies, and learn about proven ways to increase the revenue at their parking operations. **Our meetings are very successful as managers have the opportunity to discuss real issues with their peers and executive management who collectively provide assistance and solutions to the challenges they are facing.** This process empowers our managers and promotes an unparalleled team environment where every person is assured the support they need to maximize the operations under our care.

Our focus is on supporting and developing the staff to address the issues at hand and prepare them to handle a multitude of future potential issues. Our managers leave our meetings with solutions to their issues and action items for resolution.

Annual training is provided by our risk management and human resources team and covers the following:

- Procedures: Accident, natural disaster, etc.
- Facility Safety
- Proper Reporting, Required Forms & Documentation
- Employee Hiring and Retention

Regular topics include:

- Sexual harassment training
- Technology seminars
- Stress reduction



- Health and wellness
- Driver safety
- Customer service

Senior Management Training

Senior Managers and executive staff attend annual conferences for continued educational purposes. Similar to BOMA, these annual conferences provide training seminars and an exhibit exposition. Parking Concepts has always remained at the forefront of technology through our active involvement in various industry trade groups.

Certified Parking Professional (CPP)

Later this year, all district level staff not already certified, will be going through the National Parking Associations Certified Parking Professional Program. Select facility managers will also be going through the training. Parking Concepts goal is to have the most certified professionals on staff.

NPA's Certified Parking Professional (CPP) Program is a comprehensive curriculum designed to assist managers in performing their duties in an effective and professional manner. The program includes an examination whereby, if a passing score is achieved, the CPP credential is granted.

Turnover

Parking Concepts current northern California turnover rate is less than 3%. Company-wide, less than 7%. We attribute our local success to our above mentioned hiring practices, exceptional administrative and executive staff and to our loyal client base.

