

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and LAZ Parking California, LLC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain parking management services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Parking Management Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables, Reports and Receivables
- Exhibit A-3 Description of Services
- Exhibit B Payment Terms
- Exhibit B-1 Total Cost of Regular Operations and Special Events Operations
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The IRAN Contracting Act (ICA) of 2010

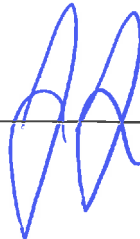
The term of this Agreement shall be from April 1, 2015 through March 31, 2018.

The compensation payable to Contractor hereunder shall not exceed one million four hundred ninety-five thousand six hundred and twenty dollars (\$1,495,620) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

LAZ Parking California, LLC

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Kendra Petty
(Printed)

Title: Purchasing Agent

Title: R.V.P. Laz Parking CA, LLC

Date: 3/24/15

Date: 3/12/15

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
General Services Agency - Parking Division
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Douglas Bond, (510) 208-6401

To Contractor: LAZ Parking California, LLC
1 Airport Drive
Oakland, CA 94621
Attn: Kendra Petty, (213) 713-2055

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Parking Management Services shall not exceed \$1,495,619.67 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor shall subcontract with Green Clean a Scene Inc. (3116 Fruitvale Ave, Oakland, CA 94602; Principal, Rahima Deborah Walker Lewis), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or

attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
 32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
 33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
 - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide parking management services with the Specific Requirements and Deliverables/Reports/Receivables set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements

Exhibit A-2 Deliverables, Reports and Receivables

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901286 including any addenda, specifically including the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Kendra Petty, kpetty@lazparking.com, (213) 713-2055

Paul Santos, psantos@lazparking.com, (619) 361-5180

Doug Lakeman, dlakeman@lazparking.com, (925) 323-3312

Kevin Phan, kphan@lazparking.com, (510) 882-8300

Ted Graff, tgraff@lazparking.com, (619) 279-3348

Louis Fresquez, lfresquez@lazparking.com, (415) 317-4898

Lakeisha Holmes, lholfmes@lazparking.com, (804) 477-4097

Sandor Dizes, sdizez@lazparking.com, (860) 552-7641 ext 7771

Marty Montano, mmontano@lazparking.com, (310) 483-6665

Michael Harth, mharth@lazparking.com, (858) 587-8888

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to

County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS

1. Parking Facility Descriptions

a. Alco Park Garage

Alco Park is a nine (9) story parking structure located at 165 13th Street in Oakland. It operates from 7:00 a.m. to 7:00 p.m., Monday through Friday, excluding holidays. On special occasions, weekend operation is necessary. Contractor will accept payment and make proper change, if necessary. This facility has two (2) Pay on Foot machines. At the end of each shift, Contractor will close out the parking lot register.

b. Oakland Parking Facility

The Oakland Parking Facility (OPF) is a seven (7) story parking structure located at 585 7th Street in Oakland. It operates Monday through Friday from 7:00 a.m. to 7:00 p.m., excluding holidays. On special occasions, weekend operation is necessary. This facility has one (1) Pay on Foot machine. Contractor will accept payment and make proper change, if necessary. At the end of each shift, Contractor will close out the parking lot register.

c. Amador Parking Facility

The Amador Parking Facility (APF) is a four (4) story parking structure located at 24360 Amador Street in Hayward. It operates Monday through Friday, 7:00 a.m. to 6:00 p.m., excluding holidays. Contractor will accept payment and make proper change, if necessary. This facility has three (3) Pay on Foot machines. At the end of each shift, Contractor will close out the parking lot register. Contractor will be responsible for locking down the garage at 7:00 p.m. each business day.

2. Requirements for Operation/Administration of Parking Facilities

- a. Excluding County holidays, Contractor will provide adequate and acceptable staffing at all times of operation. Normal staffing will be as deemed appropriate for the services to be provided and agreed upon by the County. County holidays are as follows:

- (1) New Year's Day;
- (2) Martin Luther King Jr. Birthday;

- (3) Lincoln's Birthday;
 - (4) Presidents Day;
 - (5) Memorial Day;
 - (6) Independence Day;
 - (7) Labor Day;
 - (8) Veteran's Day;
 - (9) Thanksgiving and the following Friday (2 days); and,
 - (10) Christmas Day.
- b. Contractor will assign a uniformed staff member to each facility to perform required services during the designated hours of operation and to open and close each facility at the times designated by the County.
 - c. Contractor will provide staffing, as requested by the County, for special events. These special events will require the Contractor to provide staffing outside of our normal working hours. These dates and times will be mutually agreed upon by the Contractor and the County prior to booking the special event(s).
 - d. Contractor will conduct a thorough background check on parking attendants and supervisory personnel whose job duties include the handling of County parking fees or other County monies and/or the operation of any vehicles on County premises ensuring that no assigned personnel has a felony conviction or any conviction involving theft, fraud, or moral turpitude which may adversely reflect on the honesty and integrity of the employee to be assigned to the County. The County has the right to request the removal of any parking attendant, from any of our facilities, for any reason.
 - e. Contractor will process each customer parking fee. Parking discounts will be applied to parking fees when applicable. The parking attendant will process customer bills for customers unable to pay parking fees. Customer bills will include customer's name, complete address, vehicle information, customer's signature, and will be submitted to the County for processing.
 - f. No unauthorized personnel will be allowed in work areas at any time.
 - g. In the event of the termination of a Contractor-assigned parking attendant, Contractor will collect all issued materials including, but not limited to, company

and government identification cards, correspondence, and keys before individual leaves their assigned workstation.

- h. Contractor will establish procedures to safeguard all monies collected by Contractor's employees on behalf of the County. Contractor agrees that all monies collected on behalf of the County are and will remain the sole property of the County. Included in the cash collections is both the cash collections from the attendant booths and the collections of cash from the Pay on Foot Machines. Daily cash receipts will be deposited from each parking facility each day as directed by the Alameda County Parking Coordinator and Contractor will immediately inform the County of any and all daily cash shortages. All money collected from all facilities will be deposited by Contractor into a County account within 24 hours of receipt.
- i. Contractor will note any hazardous conditions that might appear to warrant action and report these conditions first by telephone followed by a written report restating the perceived hazard, or other dangerous conditions to Alameda County's Parking Coordinator immediately upon detection.
- j. Contractor will be responsible for the cleaning of each of the assigned parking facilities three (3) times per week. This cleaning includes sweeping, removal of debris, and garbage. Additionally, Contractor will be responsible for power washing each facility on a quarterly basis. This includes the cleanup of grease and oil spots throughout the facilities. The areas required to be cleaned include:
 - (1) Parking stalls;
 - (2) Aisles;
 - (3) Pedestrian ways;
 - (4) Vehicular entrances and exits; and,
 - (5) Parking attendant booths.Trash receptacles and stairwells are maintained by County personnel and will not be Contractor's responsibility unless the presence of a hazard in these areas exists in which case Contractor will notify the County.
- k. Contractor will notify both the on-site security agent and the County for removal of abandoned vehicles.

- l. Contractor will report lighting fixture defects and bulb replacement requirements to General Services Agency (GSA)-Parking, as necessary.
- m. Contractor will ensure that personnel are familiar with appropriate County disaster preparedness procedures.
- n. The County will reserve the right to increase or decrease the number of attendants. Cost difference will be mutually agreed upon.
- o. Contractor will not be responsible for security staffing of any parking facility. However, Contractor will be responsible for immediately notifying the County and the designated Security Officer (when appropriate) of any security problems or incidents which Contractor notices or detects.
- p. The County will provide and install necessary fixtures and furniture in the attendant's booth, including but not limited to, a computerized cash register, and security locks. Fixtures and equipment provided and installed by the County will remain property of the County.
- q. All County furnished property will be maintained and monitored separate from Contractor owned property. All County furnished property and equipment shall remain on site at all times and will only be used for work specified under this contract unless authorized by the County.
- r. Contractor will be responsible for monitoring the operation of County's parking equipment and will perform routine maintenance tasks such as, but not limited to, replacing tickets in dispenser, switching the exit arm from manual to automatic when appropriate, and contacting the County Parking Coordinator for maintenance and repair services, as necessary. Contractor will log all equipment service and repairs. Contractor will also be responsible for training and supervision of its attendants in the use of County equipment.
- s. Contractor will only use the traffic and revenue control devices and systems supplied by the County.
- t. Contractor will attend meetings with County designees on a quarterly basis or as otherwise requested by the County to review operations and associated issues, including the revenue/expense reports for previous months.
- u. Contractor will be responsible for providing the change funds for each cashier and for the Pay of Foot Machines. The amount will be mutually agreed on by the Contractor and the County.

- v. Contractor will replenish the change funds in the Pay on Foot Machines, at all facilities, at an interval determined by Contractor and the County. This interval is not to exceed three (3) business days. This service includes:
 - (1) Removing all currency from the Pay on Foot Machines.
 - (2) Refilling the change cassette(s) to the currency and coin levels agreed upon by the Contractor and the County (2 sets of change cassettes will be provided by the County for each Pay on Foot Machine).
 - (3) Performing a dispense test, at each Pay on Foot Machine, to insure each Pay on Foot Machine(s) is operational.
 - (4) Replenish all paper, ribbons, envelopes, and other supplies as needed (These items will be supplied by the County).
 - (5) Perform minor cleaning such as wiping down the Pay on Foot Machine exterior and removing trash from surrounding area.
- w. The County will maintain an access key to open the front door of each Pay on Foot Machine(s) for the removal of jammed tickets, credit cards, etc. The County will relinquish all keys to the Contractor for the change cassettes for the Pay on Foot Machine(s).
- x. The County will provide Contractor with complete and accurate Pay on Foot Machine Settlement instructions. Instructions shall be based on Pay on Foot Machine Manufacturer, Model Type, and Network. If the County adds a new make/model to their existing Pay on Foot Machine portfolio, the County shall supply Contractor with all updated Pay on Foot Machine settlement instructions and procedures.
- y. Any and all passwords unique to the County's settlement procedure shall be provided to the Contractor prior to the commencement of service. If passwords are updated due to security reasons, the County will provide Contractor with new passwords prior to the change to include an effective date.
- z. Contractor will be provided with two (2) parking spaces at ALCO and OPF, and three (3) parking spaces at APF. These spaces shall be used for parking attendant and/or supervisor use throughout the operating hours of each facility.

3. Cash Collection Responsibilities

- a. Contractor will count and deposit cash collections from the attendant booths and the Pay on Foot Machines, at each facility, on a daily basis.

- b. Contractor will purchase, or lease, and install a Brinks CompuSafe 4 (or equivalent) for each parking facility. The safe must be able to count the daily cash deposits, for each facility, and transfer the funds to the County's bank on a daily basis via wire transfer.
- c. Contractor will sub-contract with an armored car service to provide twice weekly pick-up of cash deposited into the Brinks CompuSafe 4 (or equivalent), at each facility.
- d. Contractor will maintain confidentiality and control of all keys, codes, and combinations in its possession.

EXHIBIT A-2

DELIVERABLES, REPORTS AND RECEIVABLES

1. Contractor will provide complete bookkeeping for the parking operation including the submission of daily cash records and monthly statements to the County.
2. Contractor will provide an incident report procedure manual to be used in the case of damage to vehicles, lot damage and/or other incidents worthy of note.

3. Maintenance of records:

Contractor will maintain true and accurate books and records in conformity with generally accepted accounting principles, and generate regular reports reflecting operational statistics including all parking facility receipts and all expenditures made by Contractor in connection with the parking facility as described above. All such books, records, and tickets will be maintained or be made available in the County of Alameda, California. The County will have the right, through its representatives, and at all reasonable times, to inspect and copy such books, records, tickets, forms, and any or all other documents.

4. Submission of Reports:

Contractor will submit to the County, within 14 days after the close of each calendar month, a complete report of all monies collected and reimbursable expenditures made during each previous month. Reports submitted will include, at a minimum, the following:

- a. Daily ticket logs for each facility;
- b. Daily parking collection report (for the month);
- c. Complaints received and remedial action reports;
- d. Other financial and statistical reports concerning management and operation of parking facility, as required by the County;
- e. Copy of police reports for all incidents reported;
- f. Copy of all other incident reports including non-police incidents; and,

- g. In addition to the daily cash shortage report, Contractor will also submit monthly reports describing all money shortages for any month in which they occur.
 - h. Submit the “Bill Me” notices from patrons inability to pay parking fees invoice on a monthly basis.
5. Receivables:
- a. Contractor will pay to the County all receivables collected by Contractor for the benefit of the County within 24 hours, after the close of each shift, for each facility managed. Said payments will be made in the form of a cash deposit to an established County account, without deduction, as directed by the Alameda County Parking Coordinator.
 - b. If the Contractor has more than three (3) instances of deposits that exceed the 24 hour threshold, per month (This includes a single daily deposit that is not made for four [4] consecutive days or any combination of deposits that total four [4] or more days late, beyond the 24 hour threshold), a deduction, for lost interest earnings, of \$100 per each day(s) late and/or per occurrence will be assessed for not meeting performance requirements of this contract, for all receivables collected by Contractor on behalf of the County that have not been remitted to the County in conformity with this provision.
6. Contractor will be required to post and maintain a performance bond for fifty percent (50%) of the total contract amount with the County of Alameda, General Services Agency.
7. A deduction, for liquidated damages, of \$150 per hour and/or per occurrence will be assessed for not meeting performance requirements of this contract. This amount will be deducted from any money due to the Contractor. Should the amount of the liquidated damages exceed the amount due, the Contractor’s sureties shall be liable for the excess.
8. In the event that the Contractor’s performance and/or deliverables are deemed unsatisfactory by a review committee, the County reserves the right to withhold future payments until the performance and/or deliverables are deemed satisfactory.

EXHIBIT A-3

DESCRIPTION OF SERVICES

1. Contractor will meet all of the terms and conditions specified in the contract in providing parking management services to the three County parking facilities.
2. Contractor will handle the day to day parking operations on a long term basis for the County garage portfolio.
3. Contractor will provide seamless service at no transition costs to the County.
4. Contractor will continue to efficiently manage all aspects of the garages including facility maintenance, staffing, hiring, training, auditing, quality control, enforcement of rules and regulations for patron and staff members, financial reporting and consistent communication with the County's management team.
5. Contractor will coordinate the handover by the County of the Pay on Foot (POF) keys and management processes of the POFs upon award notice.
6. Contractor will execute the CompuSafe contract, order and install them less than 2 weeks from the time of award.
7. Contractor will set a regular schedule for the pressure washing to ensure that this occurs on time and is performed properly and exceeds the County's expectations.
8. Contractor will assign two regional managers, two portfolio managers and a general manager to support the existing operations. Contractor will hire a high level Full-Time manager who is well -prepared to handle the increased garage management duties with the POF's and additional cleaning assignments.
9. Contractor will provide additional labor with flexibility for special events, filling in for the occasional employee call outs and PTO days.
10. Contractor will hold weekly in person meetings with the Operational Team and the County for the first 90 days and once a month in person meetings to discuss operational concerns, review the financial reports and conduct location facility inspections according to the needs of the County.
11. Contractor's main objectives for the operation of each property will be to optimize: 1) Overall performance, 2) Service and 3) Revenues. Contractor will accomplish this by utilizing detailed task lists, conducting daily and weekly meetings with their management team and with GSA and regular walk through and audits of the facilities.

12. Contractor's Operational Transition Plan for all three garages shall include the following:
 - a. General information – Prior to the contract execution date, Contractor will identify the individual Transition Team Members from within its organization and shall outline clear definitions of each assignment that are agreed to by each individual Team Member.
 - b. Onsite Familiarization – Contractor shall have a plan including a period of onsite familiarization for each of new employee who is designated to work within the County parking facilities.
 - c. Compusafe Installation - Contractor will execute the CompuSafe contract, order and install them at less than 2 weeks from the time of award.
 - d. Transition of Pay On Foot responsibilities – Contractor will coordinate with the County for the seamless handover of the Pay on Foot management processes.
13. Contractor will hire individuals with open flexibility and the availability to work in multiple positions and locations. Contractor will provide all employees with cross-trainings for multiple job duties for providing adequate coverage during periods of turnover or leaves of absence. Contractor will assign a Manager to handle all time off requests from employees. The Manager will have prior knowledge of employee's availability before approving all time off requests from employees with a lead time of two weeks. The Manager may not allow time off requests for certain period of time when extra staff is needed during the busy times of the year. Special event venues will also be monitored closely and will be scheduled months prior in order to ensure adequate coverage.
14. On-site Manager will manage the daytime operations and oversee the daily operations at the County Garages. The On-Site facility manager's schedule will be the following: Monday-Friday 8am-5pm and during certain special event weekends. The specific duties of On-site Manger will include, but are not limited to the following:
 - a. Coordinating and overseeing of all daily parking operating functions.
 - b. Supervise the proper and efficient parking of all cars utilizing each of the three garages.
 - c. Maximize the use of the space available in each garage.

- d. Manage the parking of the vehicles in each garage in a first class and professional manner.
 - e. Preparing labor schedules, submitting bi-weekly payroll information and reports.
 - f. Assuring appropriate levels of customer service and satisfaction.
 - g. Developing and maintaining high standards of facility cleanliness and the County garages.
 - h. Support in training and evaluating personnel.
 - i. Monitoring monthly revenue control.
 - j. Support in reviewing all shift reports and monthly deposits to assure accuracy.
 - k. Designing and implementing spot audit checks.
 - l. Support in making regular deposits at bank as needed.
 - m. Maintaining all monthly parking accounts.
 - n. Submitting monthly reports accounting for all car counts, monthly and outstanding revenues.
 - o. Acting as liaison among LAZ and key management personnel and third party service contractors.
 - p. Conduct vacancy stall reports to ensure maximum usage of all garage spaces by the 1st Friday each month.
 - q. Report any incidence or problems encountered in the preceding month.
 - r. Report all janitorial and maintenance repairs which have been conducted in the preceding month.
 - s. Maintain Alameda County Garages Operating Standards Manuals.
 - t. Conduct required break periods as needed.
15. Contractor will assign Kevin Phan as the Area Manager.
16. Contractor will implement its action plan on personnel as follows:

- a. Supervises all management staff, including assigning duties, overseeing hiring, training and development of managers and assistant managers.
 - b. Implements and ensures compliance with all company policies and procedures.
 - c. Monitoring staffing requirements.
 - d. Budget preparation.
 - e. Chairing health and safety committee to ensure compliance with all safety issues.
17. Contractor will implement its action plan on Accounting & Auditing as follows:
- a. Responsible for reviewing P&L activity and maximizing the NOI- developing strategic plans to maximize revenues.
 - b. Review maintenance of daily, weekly, monthly and year-end reports.
 - c. Audit location financials.
 - d. Secondary approval of expenses and ensure prompt payments.
 - e. Revenue, expense, and staffing analysis.
 - f. Management Reports.
18. Contractor will implement its action plan on Marketing & Client Relations as follows:
- a. Responsible for recommending rates competitive to the market and to maximize revenues.
 - b. Market outside business to “maximize” revenues.
 - c. Establish and maintain strong client relations with all vested parties.
 - d. Provide and explain the monthly report to the client.
 - e. Lease negotiations and proposals.
 - f. Assist with vendor negotiation.
 - g. Handling internal and external customer concerns.

- h. Review deal structures.
- i. Ensuring facilities operate efficiently.
- j. Regular landlord contact.

19. Contractor’s Budgeted Staffing Levels for the Facilities:

Location	Schedule	Hours a week
Portfolio Manager	M-F 8am - 5 pm	40
Alco Garage	Attendant M-F 7 am - 7pm	60
	Porter M-F 10 Hours per week	10
Jefferson Garage	Attendant M-F 7 am - 7pm	60
Jefferson Garage (Sundays)	Sunday Attendant 10 am - 4 pm	6
	Porter M-F 10 Hours per week	10
Amador Garage	Attendant M-F 7 am - 6 pm	55
	Attendant M-F 7 am - 7 pm	60
	Porter M-F 10 Hours per week	10
	Supervisor & Breaker 9 am - 5:30 pm	40
	Subtotal	351

20. Transition Plan:

Contractor will continue operating the County parking facilities with no Transition Time, Lead Time or No Start Up or Transition Cost. Contractor will plan to meet right away such as POF oversight and Compusafe installation.

21. Maintenance Plan:

- a. Contractor has partnered with SLEB vendor Green Clean A Scene to carry out any and all necessary duties to maintain the entire County’s parking structures during the life of the contract. Contractor will oversee the maintenance and perform weekly walkthroughs utilizing Contractor’s detailed checklist to ensure its all being executed to the required standards.
- b. Contractor will contract with Green Clean A Scene and will provide the management and the oversight of the Subcontractor’s work. Contractor shall make sure that the Subcontractor, Green Clean A Scene to perform the following required tasks:
 - (1) Sweeping and removal of debris.

- (2) Cleaning of heavy or hazardous oil and grease spots (excluding trash and receptacles and stairwells).
 - (3) Cleaning of parking stalls, aisle, and pedestrian ways.
- c. Contractor will be responsible for the cleaning of each of the assigned parking facilities three (3) times per week. This cleaning includes sweeping, removal of debris, and garbage. Additionally, Contractor will be responsible for power washing each facility on a quarterly basis. This includes the cleanup of grease and oil spots throughout the facilities. The areas required to be cleaned include:
- (1) Parking stalls
 - (2) Aisles
 - (3) Pedestrian ways
 - (4) Vehicular entrances and exits
 - (5) Parking attendant booths
- d. Contractor will monitor, inspect and clean the County of Alameda parking facilities and ensure that all Maintenance Standards, the Form of Maintenance Schedule and any additional services requested by the County are executed as required. Contractor will make sure that a daily checklist and weekly and monthly duties are completed by the assigned staff.
- e. Contractor will also schedule special cleaning when necessary, as well as overseeing our janitorial subcontractor for the County parking facilities to pressure wash the facilities each quarter
- f. Contractor will continuously investigate new technology which has the net effect of reducing energy consumption and will develop national buying contracts to improve efficiencies in purchasing. This list represents the types of services that benefit from Contractor's national buying power:
- (1) Power washing and power sweeping
 - (2) Uniforms
 - (3) Tickets
 - (4) Signs

- (5) Light bulbs and ballasts
 - (6) Revenue control equipment and service
 - (7) Striping
 - (8) Office equipment and supplies
 - (9) Cleaning supplies
 - (10) Elevator repair and maintenance
- g. Contractor will dedicate several regional managers to support the existing operations and are well -prepared to handle the increased garage management and maintenance duties of the POF's.
22. Contractor will provide a comprehensive parking facility maintenance program, as well as daily and monthly reports to ensure the highest level of cleaning and maintenance services are furnished
- a. Odors - Contractor will remove all odors within twenty four (24) hours. Contractor will make sure that special attention is paid to sidewalks, restrooms and the surrounding areas. Contractor will steam-clean stairwells and sidewalks as needed, at least once a month.
 - b. Cleaning - Contractor will ensure that the entire Facility is cleaned daily, including interior and exterior walkways, restrooms, parking areas and sidewalks. Contractor will sweep Parking areas and Facility floors. Contractor will remove pigeon droppings, all litter, grease and oil. Contractor will deodorize foul odors.
 - c. Power Washing – Power washing of each facility in its entirety will be performed on a quarterly basis. Contractor will fully carry out the necessary power washing per the contract specific requirements.
 - d. Ventilation Equipment - Contractor will give the ventilation equipment a thorough cleaning of all ventilation system supply and exhaust vents on a semi-annual basis.
 - e. Windows - Contractor will make sure that all windows, mirrors and glass cases will be cleaned as needed but, in no event, not less than once a month. Contractor will also make sure that all windows visible to the public will be inspected daily and cleaned as needed.

- f. Signs - Contractor will only be allowed to post nonprofessional signs only in case of an emergency, but the emergency signs must be replaced within one week. Contractor will make sure that all signs will be repaired or replaced promptly when damaged.
- g. Safety Equipment – Contractor will make sure that equipment including fire alarm call boxes, fire extinguishers, and fire hose units will be maintained in good working order and inspected at least once a month. Contractor will also make sure that closed circuit cameras and the intercom system will be inspected at least once a week.
- h. Structural Inspections - Contractor will provide structural inspections, including water leaks, exposed rebar, concrete cracks and metal rust will be performed not less than once a year.
- i. Sidewalk Inspections – Contractor will perform inspections of the sidewalks abutting the Facility for the presence of any sidewalk tripping hazards, including tree planting areas not at sidewalk grade once a month. In the event any hazards are observed, Contractor will make sure that such hazards will be reported immediately to the GSA Parking Coordinator.
- j. Other Work – Contractor will provide all other ordinary maintenance and repair work of the premises and equipment as needed.
- k. Instructions – Contractor will be aware that the County reserves the right to instruct us to clean or repair any item which falls under the category of routine maintenance and repair.

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Contractor shall charge County an amount not to exceed the grand total cost of regular operations (Table One) for the three parking facilities and the special events operations (Table Two) for the two parking facilities in Exhibit B-1.
3. Invoices will be reviewed for approval by the County, General Services Agency – Parking Division.
4. Total payment under the terms of this Agreement will not exceed the total amount of one million four hundred ninety-five thousand six hundred nineteen and sixty-seven cents (\$1,495,619.67). This cost includes all taxes and all other charges.

EXHIBIT B – 1

Cost in Months for Regular Operations of three parking facilities:

Table One	Year 1			Year 2			Year 3			
	Unit of Measure	Est. # of Months	Unit Cost	Unit of Measure	Est. # of Months	Unit Cost	Unit of Measure	Est. # of Months	Unit Cost	Extended Cost (J= G*H)
Parking Facilities										
ALCO Park Garage	Month	12	\$ 12,146.26	Month	12	\$ 12,389.19	Month	12	\$ 12,636.97	\$ 151,643.64
Amador Parking Facility	Month	12	\$ 15,388.79	Month	12	\$ 15,696.56	Month	12	\$ 16,010.49	\$ 192,125.88
Oakland Parking Facility	Month	12	\$ 12,146.26	Month	12	\$ 12,389.19	Month	12	\$ 12,636.97	\$ 151,643.64
		Year 1 Sub-Total	\$ 476,175.72		Year 2 Sub-Total	\$ 485,699.28		Year 3 Sub-Total	\$ 495,413.16	
Total for Year One + Year Two + Year Three (Table One):										
			\$ 1,457,288.16							

Cost in Hours for Special Events for two parking facilities:

Table Two	Year 1			Year 2			Year 3			
	Unit of Measure	Est. # of Hours	Unit Cost	Unit of Measure	Est. # of Hours	Unit Cost	Unit of Measure	Est. # of Hours	Unit Cost	Extended Cost (J= G*H)
Parking Facilities										
ALCO Park Garage	Hour	84	\$ 25.00	Hour	84	\$ 25.50	Hour	84	\$ 26.01	\$ 2,184.84
Oakland Parking Facility	Hour	417	\$ 25.00	Hour	417	\$ 25.50	Hour	417	\$ 26.01	\$ 10,846.17
		Year 1 Sub-Total	\$ 12,525.00		Year 2 Sub-Total	\$ 12,775.50		Year 3 Sub-Total	\$ 13,031.01	
Total for Year One + Year Two + Year Three (Table Two):										
			\$ 38,331.51							

	The Grand Total Cost for Three-year Team Table One + Table Two = The Grand Total of Cost: \$ 1,495,619.67
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**EXHIBIT C
 INSURANCE REQUIREMENTS**

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	Employee Dishonesty and Crime	\$1,000,000 per occurrence
E	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: <ul style="list-style-type: none"> - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". 7. CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. <p>CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</p> 	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR LAZ Parking California, LLC

PRINCIPAL: Kendra Petty TITLE: R.V.P Laz Parking CA, LLC

SIGNATURE:  DATE: 3/15/15

EXHIBIT E

COUNTY OF ALAMEDA CONTRACT COMPLIANCE REPORTING REQUIREMENTS

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

**COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more**

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

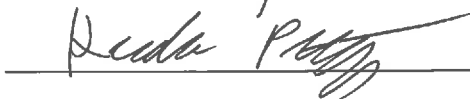
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: LAZ Parking California, LLC

PRINCIPAL: Kerolyn Petty TITLE: R.U.P LAZ Parking, CA LLC

SIGNATURE:  DATE: 3/15/15

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and LAZ Parking California, LLC (“Contractor”) with respect to that certain agreement for which services will start on April 1, 2015, executed by the vendor on March 12, 2015 and by the County on March 24, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides parking management services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
4. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

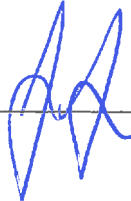
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

- 5. Except as expressly modified by this First Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

LAZ Parking California, LLC

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: Kandra Petty
(Printed)

Title: Purchasing Agent

Title: POV, LAZ Parking

Date: 4/16/15

Date: 4/13/15

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B – Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following new monthly costs for regular operations for the listed parking facilities and new hourly costs for special events listed below, within thirty (30) days, upon receipt of invoice.
3. New monthly cost based on new Oakland pay rates for Regular Operations of three parking facilities is illustrated in table one:

Table One		Year 1	Year 2	Year 3
Parking Facilities	Hours of Operation	New Monthly Cost	New Monthly Cost	New Monthly Cost
ALCO Park Garage	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$13,377.08	\$13,644.62	\$13,917.51
Amador Parking Facility	Monday through Friday 7:00 A.M. to 6:00 P.M. (2 booths) Includes facility lockdown at 7:00 P.M.	\$15,388.83	\$15,696.60	\$16,010.54
Oakland Parking Facility	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$13,377.08	\$13,644.62	\$13,917.51

4. New hourly cost based on new Oakland pay rates for Special Events for two parking facilities is illustrated in table two:

Table Two		Year 1	Year 2	Year 3
Parking Facilities	Hours of Operation	New Hourly Cost	New Hourly Cost	New Hourly Cost
ALCO Park Garage	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$28.25	\$28.82	\$29.39
Oakland Parking Facility	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$28.25	\$28.82	\$29.39

Master Contract No. 901286
Procurement Contract No. 11281

5. Invoices will be approved by the County, General Services Agency (GSA)- Parking Division.
6. Total payment under the terms of this Agreement will not exceed the total amount of One Million, Four Hundred Ninety-Five Thousand, Six Hundred Nineteen and Sixty-Seven cents (\$1,495,619.67). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: LAZ Parking California, LLC

PRINCIPAL: Kendra Poffy TITLE: POK, LAZ Parking

SIGNATURE: Kendra Poffy DATE: 4/17/15

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed amendment, prime contractor shall, even if not required in the original contract and any subsequent amendments, immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a County contract. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at http://www.elationsys.com/elationsys/support_1.htm or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT O

COUNTY OF ALAMEDA

RFP/Q No. 901286
for
Parking Management Services

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: None.

NAME: LAZ Parking California, LLC

PRINCIPAL: Kendra Petty TITLE: RUP

SIGNATURE: Kendra Petty DATE: 4/13/15

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and LAZ Parking California, LLC, (“Contractor”) with respect to that certain agreement for which services started on April 1, 2015, executed by the contractor on March 12, 2015 and by the County on March 24, 2015 and that certain First Amendment to Contract executed by the County on April 16, 2015, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides parking management services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on March 31, 2018. As of the Effective Date, the term of the Agreement is extended through March 31, 2020.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed One Million Nineteen Thousand Four Hundred Fifty US dollars (\$1,019,450). As a result of these additional services the not to exceed amount have increased from One Million Four Hundred Ninety-Five Thousand Six Hundred Twenty US dollars (\$1,495,620) to Two Million Five Hundred Fifteen Thousand Seventy US dollars (\$2,515,070) over the

term of the Agreement and any amendments.

5. Item 13 of the Standard Services Agreement under the “Addresses for purpose of giving notice” has been amended as follows:

“To County: COUNTY OF ALAMEDA
General Services Agency – Parking Division
1401 Lakeside Drive, 10th Floor
Oakland, CA 94612
Attn: Phillip Kobernick

To Contractor: LAZ Parking California, LLC
5901 Christie Ave, Suite 202
Emeryville, CA 94608
Attn: Rod Howery, (510) 250-2025”

6. Item 20 of the Standard Services Agreement has been amended as follows:
“TERMINATION: The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor’s work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Parking Management Services shall not exceed Two Million Five Hundred Fifteen Thousand Seventy US dollars (\$2,515,070) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.”
7. First paragraph of Item 21 “Small Local and Emerging Business (SLEB) Participation” of the Standard Services Agreement has been amended as follows:

“Contractor shall subcontract with Men at Work, BA (28306 Industrial Blvd., Ste. L, Hayward, CA 94545; Principal: Gino Mesinas) and Alpha Cleaning Services (529 Ravenna Way, Hayward, CA 94545; Principal: Serky Tefera), for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County’s Small Emerging Local Business provision, which includes but is not limited to”...

8. A Revised Exhibit B, Payment Terms, is attached to this Amendment.

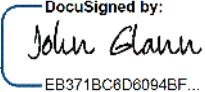
9. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.


10. Except as expressly modified by this Second Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Agreement as of the day and year first below written.

COUNTY OF ALAMEDA

LAZ PARKING CALIFORNIA, LLC

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)


Name: Michael Harth
(Printed)

Title: Purchasing Manager

Title: President

Date: 4/17/2018

Date: 4/16/2018

By:  _____
Signature

Name: Kofo Domingo
(Printed)

Title: Purchasing Agent

Date: 4/17/2018

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

**REVISED EXHIBIT B
PAYMENT TERMS**

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.
2. County will pay Contractor upon successful completion and acceptance of the following new monthly costs for regular operations for the listed parking facilities and new hourly costs for special events listed below, within thirty (30) days, upon receipt of invoice.
3. New monthly cost based on new Oakland pay rates for Regular Operations of three parking facilities is illustrated in table one:

Table One		Year 1	Year 2	Year 3	Year 4	Year 5
Parking Facilities	Hours of Operation	New Monthly Cost	New Monthly Cost	New Monthly Cost	New Monthly Cost	New Monthly Cost
ALCO Park Garage	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$13,377.08	\$13,644.62	\$13,917.51	\$14,195.86	\$14,479.78
Amador Parking Facility	Monday through Friday 7:00 A.M. to 6:00 P.M. (2 booths) Includes facility lockdown at 7:00 P.M.	\$15,388.83	\$15,696.60	\$16,010.54	\$16,330.75	\$16,657.36
Oakland Parking Facility	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$13,377.08	\$13,644.62	\$13,917.51	\$14,195.86	\$14,479.78

4. New hourly cost based on new Oakland pay rates for Special Events for two parking facilities is illustrated in table two:

Table Two		Year 1	Year 2	Year 3	Year 4	Year 5
Parking Facilities	Hours of Operation	New Hourly Cost	New Hourly Cost	New Hourly Cost	New Hourly Cost	New Hourly Cost
ALCO Park Garage	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$28.25	\$28.82	\$29.39	\$29.98	\$30.58
Oakland Parking Facility	Monday through Friday 7:00 A.M. to 7:00 P.M.	\$28.25	\$28.82	\$29.39	\$29.98	\$30.58

5. Invoices will be approved by the County, General Services Agency (GSA) – Parking Division.
6. Total payment under the terms of this Agreement will not exceed the total amount of Two Million Five Hundred Fifteen Thousand Seventy US dollars (\$2,515,070). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: LAZ Parking California, LLC

PRINCIPAL: Michael Harth TITLE: President

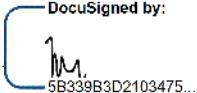
SIGNATURE:  DATE: 4/16/2018

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT F

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____


n/a

NAME: LAZ Parking California, LLC

PRINCIPAL: Michael Harth

TITLE: President

SIGNATURE

DocuSigned by:

5B339B3D2103475...

DATE: 4/16/2018

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (“Third Amendment”) is made by the County of Alameda (“County”) and LAZ Parking California, LLC, (“Contractor”) with respect to that certain agreement for which services started on April 1, 2015, executed by the Contractor on March 12, 2015 and by the County on March 24, 2015, and that certain First Amendment (dated April 16, 2015) and Second Amendment (dated April 17, 2018) to the agreement, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides parking management services to County.

County and Contractor, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Except as otherwise stated in this Third Amendment, the terms and provisions of this Amendment will be effective as of the date this Third Amendment is executed by the County (“Effective Date”).
2. The term of the Contract is currently scheduled to expire on March 31, 2020. As of the Effective Date, the term of the Contract is extended through September 30, 2020.
3. In consideration for Contractor’s additional services, the County shall pay Contractor an additional amount of Two Hundred Seventy Five Thousand dollars (\$275,000.00). As a result of the additional services provided by the Contractor to the County, the amount of the Contract has increased from Two Million Five Hundred Fifteen Thousand Seventy dollars (\$2,515,070.00) to Two Million Seven Hundred Ninety Thousand Seventy dollars (\$2,790,070.00) over the term of the Contract and any amendments.
4. Item 20 of the Standard Services Agreement is being amended as by changing the

amount in the last sentence to \$2,790,070.00.

5. Item 3 of Exhibit B is deleted and replaced with the following:
Total payment under the terms of this Agreement will total amount of \$2,790,070.00. This cost includes all taxes and all other charges.
6. Attached here to Exhibit D, is a current Debarment and Suspension Certificate executed by Contractor.
7. Except as expressly modified by this Third Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

COUNTY OF ALAMEDA

LAZ PARKING CALIFORNIA, LLC

By: DocuSigned by:
Detra Dillon _____
DE9C0172C941490... Signature

By: DocuSigned by:
Rod Howery _____
F01FE339B3674C5... Signature

Name: Detra Dillon
(Printed)

Name: Rod Howery
(Printed)

Title: Procurement Administrator

Title: Regional Vice President

Date: 3/27/2020

Date: 3/27/2020

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Check if continued on attached page. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Check if continued on attached page.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: LAZ PARKING CALIFORNIA, LLC

PRINCIPAL: Rod Howery TITLE: Regional Vice President

SIGNATURE:  _____ DATE: 3/27/2020
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EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems at (<https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources and assistance is available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered sub-contractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.

EXHIBIT F

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

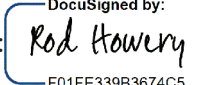
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: LAZ PARKING CALIFORNIA, LLC

PRINCIPAL: Rod Howery TITLE: Regional Vice President

SIGNATURE:  _____ DATE: 3/27/2020