

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182



CONTRACT MA-012-18012182

**BETWEEN
THE COUNTY OF ORANGE
AND
PARKING CONCEPTS INC.
FOR**

PARKING MANAGEMENT SERVICES AT VARIOUS OC PARKS PARKING FACILITIES

THIS Contract MA-012-18012182 for Parking Management Services for OC Parks Parking Facilities, hereinafter referred to as “Contract” is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, hereinafter referred to as “County” and Parking Concepts Inc., hereinafter referred to as “Contractor”, with County and Contractor sometimes individually referred to as “Party”, or collectively referred to as “Parties”.

ATTACHMENTS

This Contract is comprised of this documents and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Pricing
Attachment C – Staffing

RECITALS

WHEREAS, the Contractor responded to a Request for Proposal (RFP) for Parking Management Services for Parks Parking Facilities; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Parking Management Services for Parks Parking Facilities with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from

any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance:** Prior to the provision of services under this contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence

*County of Orange/OCCR
Parking Concepts Inc.*

MA-012-18012182

Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be

as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182

payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on upon execution of all necessary signatures and continue for **three (3)** calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for **two (2)** additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Section K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.
- The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.
8. **County of Orange Child Support Enforcement:** Contractor certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.”
9. **Default – Re-procurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
10. **Disputes – Contract:**
- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
- The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

11. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a contract for services performed for that government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Employer_Services.htm

12. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
- The dangers of drug abuse in the workplace;
 - The organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
- Will receive a copy of the company's drug-free policy statement; and
 - Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:

- a. The Contractor has made false certification, or
- b. The Contractor violates the certification by failing to carry out the requirements as noted above.

13. **Definitions:** The following words in this Contract have the significance attached to them in this article unless otherwise apparent from context:

- **County** - means the County of Orange, or designee, or upon written notice to Contractor, such other person or entity as shall be designated by the Board of Supervisors. Director of OC Parks is an authorized designee under the terms of this Contract.
- **Director of OC Parks** - means the Director of OC Parks, OC Community Resources, County of Orange, or designee.
- **OC Parks Parking Administrator** - means the person designated by the Director of OC Parks as the contact for all matters related to the Parking Facilities.
- **OCCR Accounting** - means Accounting Services, OC Community Resources/OC Parks, County of Orange.
- **Auditor-Controller** - means the Auditor-Controller, County of Orange, or designee.
- **Manager of CEO Risk Management** - means the Manager, Risk Management, County Executive Office, County of Orange, or designee.
- **Gross Receipts** - shall include all income collected or required by this Contract to be collected and accounted for by Contractor, including but not limited to all income received in cash, service, rebate, by credit to an account, or otherwise, and whether payment is actually collected or not, as a result of the operation of the Parking Facilities herein described. "Gross Receipts" shall not be less than the total of the fee totals for all Parking Facilities, as documented by daily transaction reports. All "Gross

Receipts” received by Contractor in its operation of the Parking Facilities included herein shall become, immediately upon the collection and receipt thereof, the property of County.

- **Undercharges and Shortage of Funds** - Contractor shall assume all responsibility for losses of revenue to County as a result of Contractor or Contractor’s employee’s actions, including incorrect fees charged, incorrect change provided, theft, misappropriation, and misplaced or mishandled fees.
- **Bad Debt Losses** - Bad debt losses, including but not limited to insufficient funds, checks, uncollectible cash or credit card charges, and uncollectible Statements of Unpaid Fee amounts shall not be deducted from gross receipts. All uncollected amounts shall be reconciled and adjusted by OCCR Accounting on a monthly basis.

14. **Designation of Contractor as Manager; Parking Facilities to be Operated:** Contractor shall ensure compliance with all applicable safety and hourly requirements for Contractor’s employees in accordance with federal, state and county safety regulations and laws:

- a. Designation of Contractor as Manager - County hereby designates and hires Contractor as Contractor and Manager of the hereinafter described Parking Facilities and Contractor accepts such designation and agrees to operate and manage the Parking Facilities subject to the terms, covenants and conditions of this Contract. Contractor acknowledges that this Contract conveys no interest in nor attaches to any underlying real property comprising the Parking Facilities. Accordingly, County and Contractor agree that nothing in this Contract shall entitle or permit or be construed to permit Contractor to file any claim, lien or notice against any real property. As material consideration for this Contract, Contractor waives any rights it may now or hereafter have to record against the Parking Facilities under Section 405 et. seq. of the California Code of Civil Procedure, or any other provision of law, if a dispute arises under this Contract.
- b. Parking Facilities to be Operated - Contractor shall operate those certain vehicular parking facilities, together with all incidental and appurtenant improvements constructed thereon, shown on Attachment A (Scope of Work), attached hereto and made a part hereof, hereinafter referred to as the “Parking Facilities,” in accordance with the terms and conditions set forth in this Contract. County reserves the right to add parking areas and/or parking structures to, or withdraw parking areas and/or parking structures from, the Parking Facilities; such right may be exercised by County at any time during the term of this Contract upon ten days’ written notice to Contractor by County. Contractor agrees to operate all such parking areas as County may from time to time add, and to operate such added parking areas in accordance with the terms, conditions and covenants of this Contract.
- c. In the event County withdraws, closes, cancels, discontinues or terminates operation by Contractor of any part or all of the parking areas shown on Attachment A or any of the additional parking areas hereafter made available, Contractor shall continue to operate the remaining parking areas in accordance with the terms, conditions and covenants of this Contract.
- d. At all times during the term of this Contract, County shall have the right to revise the parking spaces; add, change, or rearrange the entrances and exits; use temporarily or permanently such portions thereof as are necessary for construction of improvements and/or repairs thereto; or to construct, install or repair improvements, service roads, or other facilities within any County Parking Facilities.

15. **Disposition of Abandoned Personal Property:** If Contractor abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Parking Facilities fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property without liability therefore to Contractor or to any person claiming under Contractor, and shall have no need to account therefore.

16. **Encumbering Prohibited:** Any mortgage, pledge, hypothecation, encumbrance, transfer, or sublease (hereinafter in this article referred to collectively as "Encumbrance") of Contractor's interest in the Parking Facilities, or any part or portion thereof is prohibited. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this Contract.

If Contractor is a corporation or an unincorporated association or partnership the Encumbrance of any stock or interest in said corporation, association, or partnership in the aggregate exceeding twenty-five percent (25%) shall be deemed an assignment within the meaning of this Article.

17. **Inspection:** County has the right at any time to inspect Parking Facilities to determine if the provisions of this Contract are being complied with; to call a conference of representatives of County and Contractor to make inspections of the Parking Facilities and review operation, maintenance, quality of service and such other items as County deems appropriate.

If any Parking Facilities operational or accounting discrepancies are discovered, County has the unrestricted right to make immediate contact with Contractor's responsible employee, without prior notice. Contractor further agrees to make available for immediate inspection and review any and all materials, receipts, records and equipment relative to all revenues and the accounting for all funds maintained on County Parking Facilities, in order to resolve any issue at question and provide for the integrity and security of the operation being conducted.

County reserves the right, at any time, without further notice, to install audio and/or visual surveillance equipment, anywhere on the Parking Facilities to monitor operations and procedures for security purposes.

18. **Operations Manual:** Contractor shall maintain a current Standard Operating Procedures Manual (Manual) detailing procedure to be followed by Contractor for operating the Parking Facilities. Operating procedures, together with any subsequent changes or revisions, shall be approved in writing by County. The Manual shall be submitted to County for approval no later than thirty (30) days after execution of this Contract. Subsequent changes or revisions shall be approved in writing by County. The Manual shall be kept up-to-date at all times and pertinent parts shall be provided to Contractor's employees.

19. **Ownership of Documents:** County shall permanently own all directly connected and derivative materials produced under this Contract by Contractor. All documents, reports and other incidental or derivative work or materials created hereunder shall become and remain the sole properties of County and may be used by County as it may require without additional cost to County. No documents, reports and other incidental or derivative work or furnished materials shall be used by Contractor without the express written consent of County.

20. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be

deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

21. **Public Record:** All written information submitted to and/or obtained by County from Contractor or any other person or entity having to do with or related to this Contract, either pursuant to this Contract or otherwise, at the option of County, may be treated as a public record open to inspection by the public pursuant to the California Records Act (Government Code Section 6250, et seq.) as now in force or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Contractor hereby waives, for itself, its agents, employees, and any person claiming by, through or under Contractor, any right or claims that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold County harmless from any and all claims, demands, liabilities and/or obligations arising out of or resulting from a claim by Contractor or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorney's fees and costs.
22. **Records and Accounts:** The Contractor shall be responsible for the following:
- Records - Contractor shall, at all times during the term of this Contract, keep or cause to be kept true and complete books, records, and accounts of all gross receipts from the operation of the Parking Facilities. Books, records, and accounts shall be supported by source documents such as computer records and printouts, register records, or other pertinent documents. Gross parking fee receipt totals shall be read and recorded by Contractor a) at the end of each business day for each staffed attendant booth and associated pay station and b) at the time of collection for each pay station. Contractor shall provide serially numbered tickets compatible with and for use in operating the parking equipment provided by County for monitoring vehicular parking and shall keep a record of said tickets acceptable to County.
 - Accounting Year; Accounting Day - For the initial portion of the Contract, the Accounting Year shall be July 1 to June 30 the following year. For each subsequent year, the accounting year shall be July 1 through June 30. The accounting year shall be maintained throughout the term of the Contract unless County approves in writing a different accounting year. The Accounting Day shall be a 24-hour period beginning at 12:01 AM each day of the Accounting Year.
 - Financial Statements - Within ninety days after the end of each Accounting Year, Contractor shall, at Contractor's own expense, submit to OCCR Accounting a Statement of Gross Receipts, audited by a Certified Public Accountant, for each Accounting Year.
 - Failure to Submit Financial Statements - In the event Contractor fails to submit financial statements required in paragraph c. above by the due date, County may require that Contractor pay to County any and all costs incurred by County to prepare the required financial statement, plus an administrative fee equal to 50% of those costs.
 - Audits - All of Contractor's books of accounts and records and supporting source documents related to this Contract or to business operations conducted within or from the Parking Facilities shall be kept and made available at one location within the limits of Orange County, California. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of accounts and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements made and monies received.

County's Auditor-Controller, upon request of Contractor and at the Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided that Contractor agrees to pay all expenses, including but not limited to transportation, food, and lodging, necessary for the Auditor-Controller to audit said books and records. The full cost of any audit by the Auditor-Controller, as determined by the Auditor-Controller, shall be borne by Contractor if either or both of the following conditions exist:

- a. The audit reveals an underpayment of more than one (1%) percent of gross receipts reported and paid by Contractor in accordance with this Contract when compared with the gross receipts which should have been reported and paid as revealed by audit;
- b. Contractor has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Article 19. The adequacy of such books, records, accounts, and supporting source documents shall be determined at the sole discretion of the Auditor-Controller. Otherwise, County shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County. Upon request of the Auditor-Controller, Contractor shall promptly provide, at Contractor's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Contract.
- c. Failure to Maintain Adequate Records - In addition to any other remedies available to County at law, in equity, or under this Contract, in the event Contractor fails to maintain and keep books, records, and accounts relating to Contractor's operations on or from the Parking Facilities and source documents relating thereto, or to make the same available to County for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to County regarding gross receipts as required by this Contract, County, at County's option, may:
 - d. Perform such examinations, audits, and/or investigations itself or through Contractors, agents, or employees as County and/or its Auditor-Controller may deem appropriate to confirm the amount of gross receipts payable to County by Contractor under this Contract and any and all costs and/or expenses incurred by County in connection therewith shall be promptly reimbursed to County by Contractor upon demand;
 - e. Provide accounting services and/or a system for recording gross receipts, including without limitation, cash registers, for use by Contractor in conducting business transactions upon or from the Parking Facilities, and, at County's option, maintain personnel on the Parking Facilities to observe and/or record such transactions during Contractor's business hours, or from time to time, all at Contractor's sole cost and expense and, in such event, Contractor shall promptly reimburse County for any and all costs incurred by County in connection therewith; and/or;
 - f. Require that Contractor pay to County, upon demand, amounts equal to and based on County's reasonable estimate of the actual gross receipts from parking operations conducted on or from the Parking Facilities. Any such estimate made by County in good faith shall be conclusive and binding upon Contractor. Costs payable by Contractor pursuant to this article shall include reimbursement to County, for County- provided services at such rates as County may from time to time in good faith establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at Auditor-Controller's option, may be the rate for such services

that would be charged by a qualified third party or parties, approved by the Auditor-Controller, if engaged by County to perform such services.

- g. Complaints – Contractor shall provide monthly, concurrent with each monthly invoice, a report listing all complaints received and Contractor’s resolution thereof.

23. **Removal and Restoration:** Subject to the provisions of Article 31 (Title to Improvements), upon termination of this Contract, Contractor shall redeliver possession of the Parking Facilities and equipment to County in substantially the same condition that existed immediately prior to Contractor’s entry thereon, reasonable wear and tear, damage by the elements, earthquakes, acts of God, war and any act of war, excepted.

24. **Restrictions and Regulations:** This Contract, including the Parking Facilities and the operation thereof by Contractor, shall be subject to:

- a. Any and all applicable rules, regulations, orders and restrictions which are now in force or which may be hereafter adopted by County.
- b. Any and all orders, directions or conditions issued, given or imposed by County with respect to the use of the roadways, driveways, curbs, sidewalks or parking areas, and public areas adjacent to the Parking Facilities.

Any and all applicable laws, ordinances, statutes, rules, regulations or orders of any governmental authority lawfully exercising authority over Contractor’s business hereunder.

County shall not be liable to Contractor for any damage to, or for any diminution or deprivation of Contractor’s rights hereunder on account of the exercise of any such authority as in this article provided, nor shall Contractor be entitled to terminate the whole or any portion of this Contract by reason thereof unless the exercise of such authority shall so interfere with Contractor’s operation of the Parking Facilities in the exercise of its rights under this Contract as to constitute a termination in whole or in part of this Contract by operation of law in accordance with the laws of the State of California.

25. **Signs:** Contractor agrees not to construct, maintain, or allow any sign upon County property except as approved by the OC Parks Parking Administrator. Unapproved signs, banners, flags, etc., may be removed by County without prior notice to Contractor.

26. **Taxes and Assessments:** This Contract is an Internal Contract only and conveys no rights of possession, tenancy, or other interest in or to the Parking Facilities. It is understood and agreed that all taxes and assessments (including but not limited to possessory interest taxes) which become due and payable upon the Parking Facilities or upon fixtures, equipment or other property installed or constructed thereon, shall be the responsibility of the County, and the County shall cause said taxes and assessments to be paid promptly.

Any notice of assessment or tax received by Contractor applicable to the Parking Facilities shall immediately be delivered to the County.

27. **Termination with Cause:** In addition to Article K (Termination) herein and any other legal or equitable rights available to County hereunder, County shall have the right to immediately terminate and cancel this Contract in its entirety and all rights ensuing therefore if any one or more of the following events shall occur:

- a. Contractor shall fail duly and punctually to deposit the gross receipts and deliver the deposit receipt as provided in Attachment A, Scope of Work (Collection of Fees) hereof, or to make any other payments required hereunder when due to County within two business days after written notice from County of such failure to comply.
- b. Failure of Contractor to maintain a quality of service satisfactory to County as required by Attachment A, Scope of Work hereof, after service of a five-day notice to correct the unsatisfactory condition.
- c. The happening of any act which results in the suspension or revocation of the rights, power, licenses, permits and authorities necessary for the conduct and operation of the Parking Facilities as herein authorized.
- d. The transfer of the interest of Contractor under this Contract by operation of law, or otherwise, to any other person, firm or corporation.
- e. Any substantial change in the ownership or proprietorship of Contractor which, in the opinion of County, is not in the best interest of County or the public.
- f. Failure of Contractor to keep, perform and observe each and every other promise, covenant and condition as set forth in this Contract on its part to be kept, performed or observed within five days after receipt of written notice of default thereunder from County, except where fulfillment of Contractor's obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required for fulfillment within five days after receipt of such notice and continues such performance without interruption except for causes beyond its control.
- g. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or as a direct consequence of such process will interfere with Contractor's occupation of the Parking Facilities and will interfere with its operations under this Contract, and which attachment, execution, receivership, or other process of such court is not vacated, dismissed, or set aside within a period of thirty days.
- h. Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other laws or statute of the United States, or of any state law, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.
- i. By order or decree of a court, Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of the creditors, or by any of the stockholders of Contractor seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under law or statute of the United States, or any state thereof.
- j. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute shall be filed against Contractor and shall not be dismissed within thirty days after the filing thereof.

*County of Orange/OCCR
Parking Concepts Inc.*

MA-012-18012182

- k. By or pursuant to, or under authority of any legislative act, resolution or rule of any order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of Contractor and such possession or control shall continue in effect for a period of thirty days.
- l. Cessation or deterioration of service for a period which, in the opinion of County, materially and adversely affects operation of the public service required to be performed by Contractor under this Contract.
- m. Any lien is filed against the Parking Facilities because of any act or omission of Contractor and is not removed within thirty days.
- n. Contractor shall voluntarily abandon, desert, vacate or discontinue its operations of the business herein authorized in the Parking Facilities.

Notwithstanding any of the foregoing provisions of this Article, County shall have the absolute right to immediately terminate and cancel this Contract and assume operation of the Parking Facilities, either by itself or through another Contractor of its choice, in the event the Parking Facilities should become closed by reason of Contractor's inability, for any reason whatsoever, to maintain in its employ personnel necessary to keep the parking facilities open for public patronage, including, but not limited to, delays caused by work stoppage. In the event that County shall so elect to terminate this Contract, then County may recover from Contractor:

- a. Any amount necessary to compensate County for all detriment proximately caused by Contractor's failure to perform its obligations under this Contract or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Parking Facilities, expenses of re-letting, including necessary repair, renovation and alteration of the Parking Facilities, reasonable attorneys' fees, expert witness costs, and any other reasonable costs;
- b. Any other amount(s) which County may by law hereafter be permitted to recover from Contractor to compensate County for the detriment caused by Contractor's default.

No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Contractor hereunder. Acceptance by County of any sums hereunder due shall not be (i) a waiver of any preceding breach or default by Contractor of any provision thereof, other than the failure of Contractor to pay the particular sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such sum, or (ii) waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County during the term of this Contract shall be deemed an acceptance of a surrender of the Parking Facilities, and no Contract to accept surrender shall be valid unless in writing and signed by County.

- 28. **Time:** Time is of the essence of this Contract. Failure to comply with any time requirement of this Contract shall constitute a material breach of this Contract.
- 29. **Title to Data:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

30. **Title to Improvements:** Title to all equipment and improvements shall remain with County. All signs and gate arms installed by Contractor shall, immediately upon installation, become the property of County. Contractor agrees no improvements shall be erected, placed upon, operated, nor maintained upon County property, in violation of the terms of this Contract, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.
31. **Use:** Contractor shall manage and operate the Parking Facilities as vehicular parking facilities for the use and convenience of patrons, guests, and other lawful users. Portions of the Parking Facilities may be designated by County for parking vehicles of persons employed by County or other designated organizations. All parking shall be subject to parking fees established by County. Contractor shall not use, or allow the Parking Facilities to be used, in whole or in part for any other purpose.
32. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
33. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
34. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
35. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.

36. **Damage to or Destruction of Improvements:** Contractor shall be responsible for any damage caused by Contractor or Contractor’s equipment, employees, agents, visitors or suppliers to the Parking Facilities. Should such damage require immediate repairs or replacement and Contractor is unable to respond immediately to complete said repairs or replacement, County may cause to be made or make any necessary repairs or replacements, and the cost thereof shall be paid by Contractor. Said cost shall include all labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of those items. Said cost shall be paid by Contractor within fifteen (15) days of receipt of an invoice for costs from Parking

Administration.

37. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.
38. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
39. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager, which consent shall not be unreasonably withheld.

The contractor's project manager and key personnel shall be assigned to this project for the duration of this contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the contractor's project manager.

40. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
41. **Contractor Work Hours and Safety Standards:** The Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County's safety regulations and laws.
42. **Contractor Personnel-Uniform/Badges/Identification:** The contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while working on County property. The assigned buyer must be notified in writing, within seven days of notification of award of contract of the uniform and /or badges and/or other notification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure.

43. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
44. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US

*County of Orange/OCCR
Parking Concepts Inc.*

MA-012-18012182

certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Parking Concepts Inc.
Attn: David Mueller, Vice President
12 Mauchly, Building I
Irvine, CA 92618
Email: dmueller@pcioc.com
Phone: 949-753-7525

County Procurement: County of Orange
Orange County Community Resources/Parks
Attn: Fue Tuiteleapaga, Procurement Manager
13042 Old Myford Road
Irvine, CA 92602
Email: fue.tuiteleapaga@occr.ocgov.com
Phone: 714-480-2841

County Project Manager: County of Orange
Orange County Community Resources/Parks
Tom Starnes/Strategic Communications Manager
13042 Old Myford Road
Irvine, CA 92602
Phone: (949) 585-6432
Email: Tom.Starnes@ocparks.com

45. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

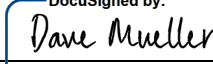
County of Orange/OCCR
Parking Concepts Inc.

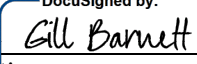
MA-012-18012182

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date preceding the signature.

CONTRACTOR: TBD

Dave Mueller	Vice President
Print Name	Title
<small>DocuSigned by:</small> 	6/29/2018
<small>EFAA96B117AF34CA...</small> Signature	Date

Gill Barnett	Secretary
Print Name	Title
<small>DocuSigned by:</small> 	7/2/2018
<small>78615649A...</small> Signature	Date

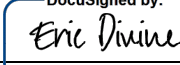
*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, **(2) two signatures are required:**

- 1) **The document must be signed by two people. One of them must be the chairman of the board, the president or any vice-president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.**
- 2) **One corporate officer may sign the document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.**

COUNTY OF ORANGE
A political subdivision of the State of California

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Eric Divine	Deputy County Counsel
Print Name	Title
<small>DocuSigned by:</small> 	7/2/2018
<small>C4E3686C1E6D4FD...</small> Signature	Date

ATTACHMENT A

SCOPE OF WORK**I. OBJECTIVE:**

Contractor shall provide parking management services at various OC Parks locations. The Contractor is expected to collect parking fees in an accurate, efficient, meticulous, safe, and customer-friendly manner; optimize use of existing equipment and technology; and provide personable parking attendants and adequate levels of staffing, when and where needed.

II. PARKING FACILITIES

OC Parks locations throughout Orange County are largely comprised of regional parks, wilderness parks, historic parks, beaches and open space. A list of locations requiring parking management services ("Parking Facilities") is provided in Table A-1 below.

Table A-1

Facility Name	City/Community	Approximate Number of Parking Spaces
PAY STATIONS ONLY		
Aliso & Wood Canyons Wilderness Park	Laguna Niguel	85
Aliso Beach	Laguna Beach	272
Capistrano Beach	Dana Point	140
Dana Point Harbor	Dana Point	192
Laguna Coast Wilderness Park	Laguna Beach	190
Peters Canyon Regional Park	Orange, Tustin	120
Riley Wilderness Park	Coto de Caza	65
Salt Creek Beach (includes Bluff Park)	Dana Point	580
Whiting Ranch Wilderness Park	Lake Forest	75
ATTENDANT BOOTH AND PAY STATIONS		
Carbon Canyon Regional Park	Brea	310
Clark Regional Park	Buena Park	420
Craig Regional Park	Fullerton	620
Irvine Regional Park / OC Zoo	Orange	1,270
Laguna Niguel Regional Park	Laguna Niguel	620
Mason Regional Park	Irvine	550
Mile Square Regional Park	Fountain Valley	500
Santiago Oaks Regional Park	Orange	50
Yorba Regional Park	Anaheim	800

OC Parks Director may at their discretion release the four pay stations and the two parking lots located at Puerto Place, Dana Point to Dana Point Harbor.

III. PARKING EQUIPMENT

Parking equipment shall refer to all components of the parking system, including pay stations, VenMobiles, Parking Attendant booth, safes (bolted down) and associated equipment, gate arm and apparatus.

- a) Pay Stations – OC Parks utilizes VenTek System VI pay station equipment for the majority of its Parking Facilities, with the exception of Laguna Coast Wilderness Park, Riley Wilderness Park and Whiting Ranch Wilderness Park, which utilize VenTek venSTATION (solar) equipment. Additional information on the equipment can be found at <http://www.ventek-intl.com/systemvi/> and <http://www.ventek-intl.com/venstation/>. A listing of the type and number of pay station equipment utilized at each location is provided in Table B-1 below.
- b) Contractor has the option to submit a proposal of equivalent parking equipment (pay stations) Shall refer to all components of the parking system, including pay stations, Parking Attendant booth, safes (bolted down) and associated equipment, and gate arm and apparatus. Must be compatible to OC Parks Annual Parking Card/Magnetic Strip Card

Table B-1.

Location Name	Pay Station Equipment	Number of Pay Stations
Aliso & Wood Canyons Wilderness Park	VenTek System VI	1
Aliso Beach	VenTek System VI	6
Capistrano Beach	VenTek System VI	3
Carbon Canyon Regional Park	VenTek System VI	1
Clark Regional Park	VenTek System VI	1
Craig Regional Park	VenTek System VI	1
Dana Point Harbor	VenTek System VI	4
Irvine Regional Park	VenTek System VI	2
Laguna Coast Wilderness Park	VenTek venSTATION (solar)	4
Laguna Niguel Regional Park	VenTek System VI	1
Mason Regional Park	VenTek System VI	1
Mile Square Regional Park	VenTek System VI	2
Peters Canyon Regional Park	VenTek System VI	2
Riley Wilderness Park	VenTek venSTATION (solar)	1
Salt Creek Beach (includes Bluff Park)	VenTek System VI	10
Santiago Oaks Regional Park	VenTek System VI	1
Whiting Ranch Wilderness Park	VenTek venSTATION (solar)	2
Yorba Regional Park	VenTek System VI	1

OC Parks Director may at their discretion release the four pay stations and the two parking lots located at Puerto Place, Dana Point to Dana Point Harbor.

IV. EQUIPMENT AND SOFTWARE REQUIREMENTS

- a) **All Pay Stations:**
- Accept different denominations of currency (both paper and coins) inserted with different orientations.

- Utilize decals on pay stations the acceptance of different forms of payments including cash, credit cards, debit cards, coupon codes, and Annual Passes/Magnetic Strip Cards.
- Utilize decal on pay stations to illustrate which side the magnetic strip cards should face when inserting in to credit card reader.
- Provide change in U.S. dollar coins.
- Mandatory to display an "Out of Service" message and send out an electronic alert to an OC Parks distribution list, to be provided by OC Parks, and a mobile alert to Contractor staff when the equipment malfunctions.
- Utilize the VenTek venVUE software system.
- Provide access to OCCR OC Parks and Accounting Department, list provided by OC Parks.
- Utilize wireless communication to transmit and receive data (portal/gateway). Contractor shall be responsible for acquiring, maintaining, and paying for wireless communication service. Provide access to OCCR OC Parks and Accounting Department, list provided by OC Parks.
- Communicate with a centralized relational database management system and software to manage customer profiles, parking, transactions, and financial reporting data.
- Provide on-screen, electronic file, and hardcopy reports for OC Parks administration and selected park staff.

b) Parking Attendant Booth

- Contractor shall provide secure storage in the attendant booth, such as 2 safes per booth that can be bolted to the floor; 1 for cash and 2nd for Day-Use parking tickets, and any other materials subject to theft. The OC Parks Director or designee in advance of installation and use shall approve secure storage.
- Contractor shall supply a credit/debit card machine and any service necessary to support its proper working order.
- Contractor shall supply a Magnetic Strip Card scanner and any service necessary to support its proper working order.
- Contractor shall install audio and/or visual surveillance equipment system in selected and/or all Parking Attendants Booths. OC Parks Director or designee in advance of installation and use shall approve audio and/or visual surveillance equipment system.
- Contractor shall supply each Parking Attendant booth with a Standard Operating Procedures Manual to include and fee collection procedures 30 days after contract executed. The Standard Operating Procedures Manual shall be reviewed and/or updated annually if found necessary. Contractor shall provide OC Parks Director or designee a copy of manual for review and approval.

- c) Gate Arm and Apparatus – Federal APD Parking Barrier Gate Model G90 CD Series is utilized at all Parking Facilities with Attendant Booths. Additional information on the equipment can be found at http://www.federalapd.com/g90cdseriesbarriergate_7060.aspx. Contractor shall be responsible for routine maintenance, repair, and replacement of gate arm and apparatus.**

V. STAFFING

- a) OC Parks utilizes booths staffed with parking attendants at a number of Parking Facilities. Table**

C-1 indicates the hours OC Parks requires the Contractor to operate the booths at specific locations; the minimum number of staff per booth required during those operating hours is also identified. Where only one Attendant per booth is required, scheduling must ensure staffing during lunch breaks; no staffing is required during restroom or scheduled morning/afternoon breaks. The following does not include the time necessary to open and close the booth.

Table C-1

REGIONAL PARKS (9)	*SPRING/SUMMER - PARK AND STAFFING HOURS						*FALL/WINTER - PARK AND STAFFING HOURS					
	Weekdays			Weekends			Weekdays			Weekends		
	AM	PM	**Staffing	AM	PM	**Staffing	AM	PM	**Staffing	AM	PM	**Staffing
Carbon Canyon	7	9	1	6:30	9	1	7	6	1	6:30	6	1
Clark	7	9	1	6:30	9	1	7	6	1	6:30	6	1
Craig	7	9	1	6:30	9	1	7	6	1	6:30	6	1
Irvine	6	9	1	6	9	2	6	6	1	6	6	2
Laguna Niguel	7	9	1	6:30	9	1	7	6	1	6:30	6	1
Mason	7	9	1	6:30	9	1	7	6	1	6:30	6	1
Mile Square (2 Booths -1 Staff per Booth)	6	9	2	6	9	2	6	6	2	6	6	2
Santiago Oaks	7	Sunset	1	6:30	Sunset	1	7	Sunset	1	6:30	Sunset	1
Yorba	7	9	1	6:30	9	1	7	6	1	6:30	6	1

OC ZOO TICKET BOOTH (INSIDE IRVINE REGIONAL PARK)	*SPRING/SUMMER - OC ZOO AND STAFFING HOURS						*FALL/WINTER - OC ZOO AND STAFFING HOURS					
	Weekdays			Weekends			Weekdays			Weekends		
	AM	PM	**Staffing	AM	PM	**Staffing	AM	PM	**Staffing	AM	PM	**Staffing
OC Zoo Hours	10.00	3:30	0	10.00	4:30	0	10.00	3:30	0	10.00	4:30	0
Staffing Hours	9:45	4	1	9:45	5	2	9:45	4	1	9:45	5	2

- Director or his/her designee may coordinate with the parking contractor to increase or decrease staff and/or floaters (provides coverage for staff taking breaks or lunch) if necessary for events and/or to meet operational needs.
- OC Zoo is closed Thanksgiving and December 25; however, Director or his/her designee may change at their discretion.

b) Holidays Staffing is mandatory for the holidays indicated below;

- New Year's Day
- Presidents Day
- Good Friday (Irvine Regional only)
- Easter Sunday (Irvine Regional – 4 Attendants) Mother's Day (Irvine Regional – 4 Attendants) Memorial Day
- 4th of July
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

c) Supervision

- Parking Manager – OC Parks requires the Contractor provide at least one Parking Manager whose responsibility shall be overall supervision of the Parking Facilities. Such person must be a highly qualified, experienced, and customer-service oriented Parking Facilities Manager, with the authority to act on behalf of the Contractor with respect to the method and manner of operating the Parking Facilities, subject to this Contract. A Parking Manager shall be available a minimum of eight hours per day between the hours of 7:00am and 6:00pm, 7 days per week. The Parking Manager shall maintain a local office and shall be available upon 15 minutes' notice during regular business hours. Whenever absent from Parking Facilities, the Parking Manager shall appoint a Shift Supervisor as Acting Parking Manager, and shall notify OC Parks of such, who shall be in charge of parking operations and available upon 15 minutes' notice during regular business hours.
- Shift Supervisor– OC Parks requires the Contractor provide at least three Shift Supervisors to oversee Parking Facilities and parking attendants. Shift Supervisors shall also be responsible for collecting fees received from pay stations, depositing fees collected into the County bank account, and generating monthly gross receipts reports to be sent to the County Auditor-Controller department. The Shift Supervisors shall have overall supervision of day-to-day operations; they shall be responsible for ensuring the Parking Facilities have adequate parking attendant coverage and that the parking fees are collected and deposited in accordance with the terms and conditions of the Contract.

VI. OBLIGATIONS OF CONTRACTOR

- a) Collection of Fees – Contractor shall charge and collect from all persons utilizing the Parking Facilities the fees or charges established by the County.
- b) Parking fees shall be determined by the Orange County Board of Supervisors. The Contractor shall be responsible for reprogramming all parking equipment should any change in fees occur. Standard Payment to Contractor is based on parking fees established by the Board of Supervisors at the start of this Contract. Any change in fees may result in renegotiation of this Contract or issuance of a new Request for Proposal.
- c) There shall be no free parking except as follows:
- County of Orange vehicles and/or their contractor's vehicles only while performing construction or conducting building and grounds maintenance/repair activities.

- Access for County of Orange Employees. Proposal regarding county employees Annual Parking Card/Magnetic Strip Card is located Park 3/Respondent's Cost Proposal – Section V.
 - As otherwise authorized in writing by the OC Parks Director or designee.
- d) Contractor shall ensure all pay stations are capable of accepting payment by accept coin, dollar bills, credit and debit cards - visa & master card and annual passes.
- Access and Reports similar to venue.
 - Monitors to display instructions and easy to read.
- e) Payment Gateway – Contractor to provide payment gateway. Transforms cashless payments with cost-effective integrations for off-street, on-street, and card-in/card out solutions that can be deployed. Contractor as a provider of PCI Point-to-Point-Encryption (P2PE) validated EMV terminals. Provide ecommerce and in-app transaction acceptance all processed and managed through the gateway.

VII. SELF-SERVICE TERMINALS

- a) Must comply with all the latest PCI standards and are designed to be fully integrated with your systems allowing back office transaction management and reporting. Remote proactive terminal management supports operational efficiency through enhanced maintenance and diagnostic features in addition to configurable updates and security patches. PA-DSS certified terminal application.
- b) PA -DSS Compliant - Payment Application Data Security Standard - Contractor must submit Certificate of Compliance to the County. The PA DSS is the standard for makers/developers and integrators of payment applications that use credit card information for payment authorization and settlement.
- c) Point-to-Point Encryption (P2PE) validated.
- Transparent mode for proprietary cards enables service differentiation.
 - Proactive terminal management system supports continuous operation.
 - Local or centralized transaction management and reporting through our web portal.
- d) TLS 1.2 – Contractor must submit Certificate of Compliance to OC Parks Manager and Purchasing Agent. Transport Layer Security (TLS) is a technology used to encrypt sensitive information sent via the Internet (providers are to be compliant no later than 2/1/2018).
- e) MC2 Compliant – All gateways and software are required to be “2 Series BIN”.
- f) Contractor must provide Gateway access to OC Parks Manager and Read Only to OCCR Accounting Department. OC Parks to provide list of staff in accounting.
- g) Contractor is responsible for any fees associated with credit/debit card transactions and obtaining Payment Card Industry Data Security Standards (PCI DSS) compliance certification. Contractor must submit Certificate of Compliance to the County. Contractor must be in compliance with PCI

Security Council standards. PCI Data Security PTS Requirements PA-DSS Security P2P Encryption.

- h) Contractor shall ensure parking equipment, software, credit card processing equipment, and Contractor's operations comply with PCI DSS.

VIII. COLLECTION OF FEES

- a) Deposit fees collected at attendant booths into the County bank account no more than one day after collection.
- b) Collect fees at least once every five days from each pay station, or more frequently based on demand, to ensure pay stations are always able to receive fees. Collected fees must be deposited into the County bank account no more than one day after collection.
- c) Contractor is required to install cash drop safes (bolted on floor) at all Regional Parks and OC Zoo and/or additional locations as directed by OC Parks. Revenue Drop Procedure shall be as follows:
- Multiple Staff Booths - In Parking Booths, that have two or more Parking Attendants, if no Supervisor present attendants can verify each other's drop. Cash drops are made once the change bank has reached an additional \$200.00. A tally sheet accompanies each cash drop. The Supervisor or other Parking Attendant verifies the Tally Sheet, Cashier Drop Log and the cash amount; then it is placed in drop bag. The Supervisor/other attendant prints name and initials verifying the totals and witness the deposit is dropped/placed into the safe. In the event that the location is busy, Supervisor can authorize \$400 drops instead of the normal \$200 drops.
 - Single Staff Booths - Parking Attendant must do \$200 drops on their own whenever Supervisor or another Parking Attendant is not available. Supervisor can authorize \$400 drops instead of the normal \$200 drops.
- d) Contractor is required to document its reconciliation of parking fees reported (per daily sales reports and attendant booth reports) to the actual cash collected. This information to the County is part of the monthly reporting to help ensure completeness of all parking fees collected and deposited to the County bank account.
- e) Generate gross receipts summary report to be sent to OC Parks and the County Auditor-Controller department monthly along with back-up documentation of funds received, including pay station reports, summary of credit/debit card transactions, parking ticket receipts/logs, pay station cash reconciliation, etc.
- f) Contractor is required to include uncollectible cash and abandoned credit card charges as gross receipts on monthly the invoice to the County of Orange/OCCR Accounting Department. Contractor shall be responsible for any shortage of funds.
- g) Contractor is required to submit its Statement of Gross Receipts audited by a Certified Public Accountant in a timely manner. Reports and Invoicing to the County of Orange/OCCR Accounting Department. Statement of Gross Receipts must be per calendar year from January 1 to June 30 and July 1 through December 31.

- h)** Contractor to ensure the Supervisors and Parking Attendants receive training in the following:
- Cashiering procedures regarding accurate and complete information, cash drawer limits, prepaid parking, cash drawer accountability, and excess tickets, as specified Contractors Standard Operating Procedures. Contractor to submit a Training Schedule (twice a year) for their staff to OC Parks; designated OC Parks designated manager may at her/his discretion attend training sessions.
 - Required to use pre-numbered manual parking (day-use) tickets in sequential order. Contractor to submit a Training Schedule (twice a year) for their staff to OC Parks; designated OC Parks designated manager may at her/his discretion attend training sessions.
- i)** Contractor shall take every precaution to protect the County's receipts, and to ensure that all sums due and owing the County from patrons of OC Parks are properly assessed, collected, accounted for, and deposited into a depository selected and approved by the County's Treasurer-Tax Collector. Contractor is responsible for any shortage of funds and shall ensure amount of deposited funds correspond exactly to receipts received.

IX. MAINTENANCE

- a)** Contractor shall operate and oversee all parking equipment and software, including, but not limited to, those specified in Section IV (Equipment and Software Requirements) of this Scope of Work, and ensure that all aspects of the parking system are in proper working order.
- b)** Contractor shall provide repairs or refurbishing of all parking equipment, including all pay stations, equipment utilized in parking attendant booths, and gate arm and apparatus. Contractor shall replace gate arm and apparatus if repair or refurbishment is not possible.
- c)** Contractor shall repair or cause to be repaired equipment malfunctions within 24 hours of discovery or an alert being generated, unless approval for an extension is received from the OC Parks Director or designee during the initial 24-hour period.
- d)** Contractor shall be assessed a Two Hundred Fifty Dollar (\$250) deduction per day for malfunctions not repaired within the initial 24-hour period or during the approved extension time.
- e)** Contractor shall be responsible for routine daily maintenance of all parking equipment including, but not limited to:
- f)** Maintenance of pay stations, gate arm and equipment, equipment housings, storage areas, and any other areas/equipment/facilities used by Contractor to ensure a clean and well-maintained appearance.
- g)** Maintenance of parking attendant booths, including regular housekeeping and window washing.
- h)** Inspection of parking equipment for proper operation, including ensuring sufficient change and paper is available in pay stations.
- i)** Removal of graffiti from parking attendant booths, pay stations, storage areas, and any other areas/equipment/facilities used by Contractor in not less than 24 hours after discovery. Method(s) used to remove graffiti shall be approved by the OC Parks Director or designee.

- j) Contractor shall be responsible for regularly scheduled maintenance of parking equipment.
- k) Contractor shall be responsible for all pay station and VenMobiles (or as proposed) machines ensure that all other pay station machines are functioning properly, including the ability to print all the number digits on the Audit Report Summary and other documentation.
- l) Contractor shall be responsible for maintaining all painted surfaces on parking equipment, pay stations, and related posts or footings. Painting shall be provided in a professional manner including, but not limited to, surface preparation and priming as needed. Paint colors must be approved by the OC Parks Director or designee.
- m) Contractor shall be responsible for replacement of parking equipment when such replacement is required because of the negligence or willful act of Contractor or Contractor's officers, agents, employees, or representatives.
- n) Contractor shall immediately report all conditions and occurrences out of the norm to the County, including vandalism or other damage to the pay stations, and shall also report vandalism, and/or other Park Facility damage. All damage shall be repaired or replaced, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.

X. EQUIPMENT AND SUPPLIES

The Contractor shall, at the Contractor's expense, provide:

- a) Equipment not provided by the County, which are necessary for effective operation of the Parking Facilities, including office equipment and vehicles. Office equipment shall include, but not be limited to, furniture, computers, telephones and coin/bill counting machines. Any vehicles used exclusively to provide parking management services under this Contract shall display the OC Parks logo and "Parking Services" in a design approved in advance by the OC Parks Director or designee. **Contractor has no rights to use the logo other than as expressly provided for in this Contract, OC Parks has secured the DBA for "OC Parks".**
- b) Supplies not provided by the County, which are necessary for effective operation of the Parking Facilities, including but not limited to parking tickets (sample provided at the end of this Scope of Work), pay station paper, and receipt paper. Supplies shall be compatible with parking equipment.
- c) Mobile communication devices, such as cell phones, walkie-talkies, etc., to permit continuous contact between OC Parks and Contractor's employees.
- d) Cleaning/janitorial supplies and paint necessary for the maintenance of the parking equipment.
- e) Contractor shall conduct its operations in a manner so as not to annoy, disturb, or be offensive to customers, patrons, or other users of OC Parks facilities.
- f) Contractor shall not engage in nor permit any of its officers, agents, employees, or representatives to engage in the sale of supplies, products, or services of any kind, except those authorized by this Contract, at retail or wholesale, on or from the Parking Facilities, nor install, maintain or operate or permit the installation, maintenance, or operation on the Parking Facilities of any vending

machine or device designed to dispense or sell food beverages, tobacco products, or merchandise of any kind whether or not included in the foregoing categories.

- g) Should the Contractor default in the performance of any covenant, condition, or contract contained in this Scope of Work, and such default is not corrected within twenty-four (24) hours after the Contractor receives written notice from the County, the County may impose a penalty of Two Hundred Fifty Dollars (\$250) per day for each day the Contractor remains in default, which the Parties agree is a reasonable amount for the damages caused; or, in its sole discretion, the County may terminate this Contract and take over possession and operation of the Parking Facilities in accordance with the provisions of the Termination Clause within the Contract.

XI. CONTRACTOR EMPLOYEES

- a) Contractor shall regulate the conduct, demeanor, and appearance of its officers, agents, employees, and representatives.
- b) While on duty, Parking Attendants and Shift Supervisors shall wear uniforms with clearly visible and readable nametags which shall, at all times, be maintained in a neat and clean condition.
- c) Uniforms;
- Contractor shall provide uniforms and nametags for its employees, which shall be approved in advance by the OC Parks Director or designee. Uniforms shall conform to the following specifications:
 - Shirt – Dickies military long/short sleeve shirt, olive color. Shirts shall display the OC Parks logo, “Parking Services”, and nametag containing the first initial and last name of the employee. [Note: OC Parks has secured the DBA for “OC Parks”; the Contractor has no rights to use the logo other than as expressly provided for in this Contract.]
 - Pants – Dickies work pants, khaki color.
 - Shoes – Black, close-toed shoes.
 - OC Parks Caps – Caps with the OC Parks logo shall be provided to the Contractor by OC Parks.
- d) Conduct – All Contractor employees shall be trained by the Contractor to render a high degree of courteous and efficient service. It shall be the responsibility of the Contractor to maintain close supervision over employees to assure a high standard of service to patrons of OC Parks. Upon objection by the OC Parks Director or designee to the conduct, demeanor, or appearance of employees, the Contractor shall immediately take all steps necessary to correct the conduct, demeanor, or appearance which is the cause of the objection.
- e) Training – Contractor must conduct mandatory training twice a year for all their Supervisors, Parking Attendants and staff. Contractor to submit a Training Schedule to OC Parks designated manager, who may at her/his discretion attend training sessions.
- f) Contractor shall provide full-service training for all their Supervisors, Parking Attendants and staff to successfully perform job duties in areas including customer service; cashiering, operating parking equipment; and position-specific responsibilities, such as assisting customers, collecting

fees, providing general facility information, maintaining proper documentation of fees collected, reconciling monies, etc. OC Parks Director or designee shall receive schedule of training and has the option to attend and provide OC Parks Customer Care information.

- g) Honesty – Contractor shall not knowingly employ or keep in its employ for purposes of conducting operations under this Contract any individual who has been convicted in a court of competent jurisdiction of theft or misappropriating funds.
- h) English Proficiency – Contractor shall select employees that have the ability to read signs, labels, work schedules, and instructions in English; understand and follow oral directions in English; write messages in English; and speak English sufficiently to communicate clearly with the public.
- i) Background/Security: All personnel engaged in performance of this work shall be employees of the Contractor and as such shall be warranted to possess sufficient experience and security records to perform this work. Contractor shall perform background/security checks of each employee and shall maintain a copy of the background/security check.
- j) Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person (s) under the influence of alcohol or drugs on the premises or in any buildings. Neither shall the Contractor allow the use of alcohol or drugs on the premises or in buildings.
- k) Conduct: No person (s) shall be employed for this work who is found to be incompetent, disorderly, troublesome, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly or acceptably, or otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not re-employed on this work.
- l) Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both the conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
- m) Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in parking management services.
- n) Cell Phones: Cell phones shall not be used by Contractor or its employees at any time while operating any equipment or motorized vehicle in performance of the work under this Contract. However, calls for emergency services to 911 or to report need of medical aid, fire, or need of law enforcement are permitted.

XII. EXTRA WORK

- a) Additional Staff for Unanticipated Events – Periodically, additional staff may be required for events or activities. Contractor shall provide a rate sheet with cost per hour for additional staff for all positions associated with this Contract.
- b) Pay Station Installation – Contractor may be required to install additional VenTek, or as proposed pay stations for OC Parks. Contractor shall provide an all-inclusive installation cost per pay station; separate estimates shall be given for solar pay stations and hardwired pay stations.

- c) Additional Supplies – Contractor may be required to provide additional supplies beyond those listed in this Contract (Obligations of Contractor: Equipment and Supplies).
- d) Annual Passes/Magnetic Strip Cards - Provide an estimate for producing Annual Pass/Magnetic Strip Cards compatible with the VenTek or as proposed parking system, which can be scanned to allow entry into the park, in multiples of 5,000.
- e) Parking tickets – Parking for certain OC Parks facilities is managed separately from the Parking Facilities listed in this Scope of Work. Provide an estimate for producing sequentially-numbered parking tickets in multiples of 5,000. Tickets shall match those currently used at Parking Facilities: 3” x 4.25” on light cardstock, shown below.

XIII. COUNTY OBLIGATIONS

- a) Parking Equipment Replacement
- b) The County shall be responsible for repair or replacement of parking equipment when such repair or replacement is required because of the negligence or willful act of County or County’s officers, agents, employees, or representatives.
- c) Maintenance – The County shall be responsible for maintaining:
 - All parking surfaces.
 - Landscape and sprinkler system.
 - All light fixtures (including light bulb replacement) and fire sprinkler systems.
 - Painting exterior and interior of booths.
 - Replacement or repair of windows, blinds and flooring.
- d) Should the Contractor require additional office or storage space, the County will attempt to provide said space at a facility that is not otherwise being utilized.
- e) County shall pay for electrical and water service to the Parking Facilities where it exists, or is later installed (subject to approval of the OC Parks Director or designee).
- f) County shall be responsible for any major plumbing or electrical repair except when such repair is required as a result of the negligence or willful act of Contractor or Contractor’s officers, agents, employees, or representatives.

XIV. PARKING TICKET SAMPLES

FRONT

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182



XV. ANNUAL PASS MANAGEMENT SCOPE

- a) Contractor shall manage OC Parks Annual Pass processes, including concessioners and contractors who have contract with OC Parks.
- b) Manage all aspects of OC Parks annual pass online sales.
 - Enter data for online sales as required.
 - Provide fulfillment of online pass orders, including mailing to customers.
- c) Enter required data in parking software for online and in-person sales.
- d) Handle customer and staff interactions related to annual passes (emails, phone calls, in person inquiries at OC Parks Headquarters)
 - Manage inquiries and complaints from the public, County of Orange employees, and outside agencies, effectively and efficiently offering a timely response to each matter, providing and documenting follow-up until the matter has been resolved.
 - Manage public/staff email related to the OC Parks annual pass website. Ensuring each email is properly handled in a timely manner, providing and documenting follow-up until the matter has been resolved.
- e) Manage the annual parking pass data and compile information for record management and audit purposes.
- f) Manage annual parking pass ordering and inventory distribution.
- g) Monitor the systems used in purchasing and updating the annual passes, identifying specific systematic problems, recommend solutions.
- h) Manage ordering, distribution of cards and necessary inventory management of Employee Annual Pass process.

**ATTACHMENT B
PRICING AND PAYMENT**

- I. COMPENSATION:** This is a fixed fee price Contract not to exceed an estimated amount of **\$4,725,000** annually between the County and Contractor for services as provided in Attachment A, Scope of Work and at per the Contractor's pricing on Attachment B.

The Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, tax, shipping, freight, insurance requirements, and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of total Contract amount specified unless authorized by an amendment in accordance with Paragraphs "C" - Amendments and "R" - Changes of the County's General Terms and Conditions.

II. PRICING:

Gross Parking Fee Receipts (Shared Revenue)	Year 1 – 45% Year 2 – 45.50% Year 3 – 46%
Annual Pass (Shared Revenue)	26%
As-Needed Personnel for Special Events/Uses	\$28.00/Hour
Cashier Traffic Director Supervisor	\$28.00/Hour

- III. PAYMENT TERMS:** Payment will be paid in arrears. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County. Invoices shall be verified and approved by the County and subject to routine processing requirements. The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

IV. PAYMENT (ELECTRONIC FUNDS TRANSFER (EFT)) - INVOICING INSTRUCTIONS:

Payment (Electronic Funds Transfer (EFT)):

The County of Orange offers Contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact

*County of Orange/OCCR
Parking Concepts Inc.*

MA-012-18012182

the agency/department representative listed in the contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

Invoicing Instructions:

The Contractor shall provide an invoice on the Contractor's letterhead. Each invoice will have a unique number and will include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from 1 above)
3. Name of County Agency Department
4. Contract number MA-012-18012182 must be referenced on all invoices.
5. Service date(s)
6. Deliverables / Service description (in accordance with Attachment B)
7. Contractor's Tax Identification Number (TIN) or Employer's Identification Number (EIN)
8. Total cost
9. Copy of signed quote authorizing service for miscellaneous work/services or items

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. OC Parks Contract Administrator, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

**Invoices shall be forwarded to:
County of Orange/OC Community Resources
Attn: Accounts Payable Dept.
1770 N Broadway
Santa Ana, CA 92706**

ATTACHMENT C STAFFING PLAN

I. KEY PERSONNEL TO PERFORM CONTRACT DUTIES

Contractor understands that the individuals represented as assigned to the Contract must remain working on the Contract through the duration of the Contract unless otherwise requested or approved by the County. Substitution of Contractor's Key Personnel shall be allowed only with prior written approval of County's Project Manager.

Contractor may reserve the right to involve other Contractor personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service/classification required. Assignment of additional key personnel shall be subject to County written approval. County reserves the right to have any of Contractor personnel removed from providing services to the County under this Contract. County is not required to provide any reason for the request for removal of any Contractor personnel.

Name	Classification	Years of Experience	Years with Company	Licenses and/or Certifications
DAVID MUELLER	Senior Executive In Charge	9	12	
CLYDE JIM MECHAM	District Manager – On Site	9	27	
ADRIAN GONZALEZ	Project Manager	2	27	CPFM
VICTORIA VALDEZ	Money Counter	9	20	
DEBORAH MECHAM	Park Attendant	9	18	
MARIO FUENTES	Auditor	2	16	
ISAI SALMERON	Supervisor	9	16	
TERESA GONZALES	Annual Pass Clerk	2	12	
VIRGINIA SIPLE	Clerk	2	12	
CARMEN HERRERA	Supervisor	2	10	
JOSE SANDOVAL	Asst. Manager	9	9	
JOSE ANGUIANO	Park Attendant	7	7	
GILBERTO ANGUIANO	Park Attendant	6	6	
MAYRA OROZCO	Park Attendant	6	6	
SAMUEL GONZALEZ	Supervisor	2	6	
JULIE KIZZIAR	Park Attendant	6	6	
ANA RODRIGUEZ	Asst. Manager	5	5	
CINDI LUNA	Park Attendant	4	4	
RUBY RODRIGUEZ	Park Attendant	4	4	
ERIKA GUTIERREZ	Park Attendant	4	3	
LUIS MEJIA	Park Attendant	3	3	
ALAN LOPEZ	Park Attendant	3	3	
TONY ARREDONDO	Office Manager	2	3	
DAN DUARTE	Park Attendant	3	3	
EMILY LUNA	Park Attendant	3	3	
YASMIN MERCADO	Park Attendant	2	2	
HOLLY BANKS	Supervisor	2	2	
JENNIFER TALONE	Park Attendant	2	2	
ANGELO CURA	Supervisor	2	2	
NORM AKHAMLICH	Park Attendant	2	2	
MAIRA LUNA	Park Attendant	2	2	
SHARON PLANCARTE	Park Attendant	2	2	
JAZMINE DE LA CRUZ	Supervisor	2	2	
LAYLA RAMOS	Park Attendant	2	2	
STEPHANIE AVALOS	Park Attendant	2	2	
ANPARO LOPEZ	Park Attendant	2	2	
DIMETRIO GONZALEZ	Park Attendant	2	2	

County of Orange/OCCR
Parking Concepts Inc.

MA-012-18012182

Name	Classification	Years of Experience	Years with Company	Licenses and/or Certifications
PAMELA RODRIGUEZ	Park Attendant	2	2	
LEON CISNEROS	Park Attendant	2	2	
YESENIA HIGAREDA	Park Attendant	2	2	
KAREN GONZALES	Supervisor	2	2	
MATTHEW LINTSCHINGER	Park Attendant	1	1	
RUBEN SANCHEZ	Park Attendant	1	1	
VIVIANA CHAVEZ	Park Attendant	1	1	
CHRISTOPHER BALLESTEROS	Park Attendant	1	1	
SHARON SPRAGUE	Park Attendant	1	1	
ANTHONY GONZALEZ	Park Attendant	1	1	
ANTHONY NEWMAN	Park Attendant	1	1	
SHANA ELLER	Park Attendant	1	1	
GABRIELA MONTIEL	Park Attendant	1	1	
MARAT KHRAMOV	Park Attendant	1	1	
QUAZI SAFIN	Park Attendant	1	1	
EFRAIN SANCHEZ	Park Attendant	1	1	
ALBERT TRUJILLO	Park Attendant	1	1	
ESTEFANI PIZANA	Park Attendant	1	1	
VERONICA AYVAZIAN	Park Attendant	1	1	
ZADOOR AYVAZIAN	Park Attendant	1	1	
KAISY RIVERA	Park Attendant	1	1	
HENRY CRUZ	Park Attendant	1	1	
JOHN OJEDA	Park Attendant	1	1	
EMMA GOMEZ	Park Attendant	0	0	
RAUL HERNANDEZ	Park Attendant	0	0	
MARC CORTEZ	Park Attendant	0	0	
RODNEY HENKE	Park Attendant	0	0	
EDITH MURRIETTA	Park Attendant	0	0	
ASHAE SANCHEZ	Park Attendant	0	0	
ERICK ALVAREZ	Park Attendant	0	0	
MIKE BLOOM	Park Attendant	0	0	
TERRENCE CONWAY	Park Attendant	0	0	
GRACE LOVE	Park Attendant	0	0	
JESSICA ZAVALA	Park Attendant	0	0	
MANUEL AGUADO	Park Attendant	0	0	
JUAN PABLO MONTIEL SANCHEZ	Park Attendant	0	0	