

**CITY OF FULLERTON
PROFESSIONAL SERVICES AGREEMENT
WITH
SP PLUS CORPORATION**

THIS AGREEMENT is made and entered into this 18th day of June, 2019 ("Effective Date"), by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and SP PLUS CORPORATION, a Delaware corporation ("Consultant").

WITNESSETH:

A. City proposes to utilize the services of Consultant as an independent contractor to provide parking related services, as more fully described herein.

B. Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. City and Consultant desire to contract for the specific services described herein, and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," and the additional scope of service terms (the "Additional SOS Terms"), attached hereto as Exhibit "C," all incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that Consultant actually becomes aware of that materially affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City, in accordance with the applicable professional standard of care and City specifications and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

- (b) Require Consultant to repeat the work at no additional costs besides the Operating Expenses (as defined in the exhibits) that Consultant incurs; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable and non conflicting Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall defend, indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which are incurred by reason of Consultant's negligence, willful misconduct or breach of this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services (but not the same services) that are subject to this Agreement or may have its own employees perform services similar to those services (but not the same services) contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense unless otherwise stated in the exhibits to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. Notwithstanding what is set forth in this section, Consultant may provide such confidential information to Consultant's directors, officers, employees, agents, lenders, affiliates, consultants, attorneys, or other representatives or agents who need the information in order for Consultant to provide the services (the "Representatives") so long such Representatives keep such information confidential. Such confidential information shall not include any information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement, (b) was in possession of Consultant or its Representatives prior to its delivery to Consultant by the City, as evidenced by Consultant's written records, (c) becomes available to Consultant on a non-confidential basis from a source that is entitled to

disclose it on a non-confidential basis, or (d) was or is independently developed by or for Consultant without breaching any obligations under this Agreement and without the use of any of the City's confidential information, as evidenced by Consultant's written records. Consultant's covenant under this Section shall survive for two (2) years after the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit C.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the RFP, Consultant's Proposal or the Additional SOS Terms unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date of this Agreement until three (3) years after the termination date. Expressly excluded from the records available for inspection are any records or portion thereof containing sensitive credit card data or proprietary or confidential information.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date and shall be completed pursuant to the terms of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement pursuant to Section 4.0 of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a

period of one (1) year unless terminated as provided herein. Thereafter, the City is hereby granted an option to extend the term of this Agreement for four (4) additional periods of one (1) year each, upon the same terms and conditions, provided the City shall notify the Consultant in writing of the exercise of this option at least thirty (30) days prior to the expiration of the initial term or any extended term.

4.2. Termination. In addition to any termination right set forth in the exhibits to this Agreement, the parties shall have the following termination rights:

A. Termination Without Cause. Either party may terminate this Agreement at any time, without cause or penalty, by giving at least thirty (30) days' prior written notice of termination with the effective date of termination to be the last day of the first month following the month during which said notice is received.

B. Termination for Default. Either party may terminate this Agreement upon the breach by the other party of any covenant, term or condition hereof, provided the breaching party first receives written notice of such breach and fails to remedy same, within ten (10) days if a monetary breach or within thirty (30) days if a non-monetary breach, after receipt of written notice thereof, or if the breaching party fails to commence remedying such non-monetary breach within said 30-day period if such breach cannot be reasonably remedied within thirty (30) days.

4.3. Compensation. In the event of termination, City shall pay Consultant for costs incurred and professional services performed up to and including the date of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. In addition, City shall reimburse Consultant any Operating Expenses incurred by Consultant pursuant to the terms set forth in the Additional SOS Terms.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant specifically for the City in the performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City unless otherwise stated herein. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant. Notwithstanding the foregoing, and subject to the confidentiality provisions of this Agreement, if and to the extent Consultant is required by laws, regulations or internal record keeping policies to retain copies of such documentation, Consultant is permitted to retain such copies for the period required by such laws, regulations or policies.

5.0. INSURANCE

5.1. Insurance Required. Consultant shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which are caused by the negligence, willful misconduct or breach of this Agreement by Consultant, its agents, representatives, employees, and/or subcontractors. Consultant shall provide certificate of insurance as evidence of the required insurance and shall provide

replacement certificate of insurance for any required insurance which expires prior to the completion, expiration or termination of this Agreement. Nothing in this section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained in this Agreement or the extent to which Consultant may be held responsible for payments of damages to persons or property.

5.2. Minimum Scope and Limits of Insurance.

A. Commercial General Liability Insurance. Consultant shall maintain commercial general liability insurance coverage in a form at least as broad as ISO Form #CG 0001 ED. 11/88, with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Agreement or shall be twice the required occurrence limit.

B. Business Automobile Liability Insurance. Consultant shall maintain business automobile liability insurance coverage in a form at least as broad as ISO Form # CA 0001 T ED. 6/92, with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. Consultant shall maintain workers' compensation insurance as required by the State of California (Labor Code section 1860) and employers' liability insurance with limits of not less than \$1,000,000 each accident.

D. Professional Liability Insurance. Consultant shall maintain professional liability insurance appropriate to Consultant's profession with a limit of not less than \$2,000,000. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.3. Deductibles and Self-Insured Retentions. As of the Effective Date, Consultant has the following insurance deductibles or self-insurance retentions ("SIR"):

- A. Commercial General Liability Insurance: \$750,000 SIR.
- B. Automobile Liability Insurance: \$750,000 deductible.
- C. Workers' Compensation: \$600,000 deductible.

5.4. Other Insurance Provisions. The required insurance policies shall contain or be endorsed to contain the following provisions:

A. Commercial General Liability, Business Automobile Liability: City, its elected or appointed officials, officers, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant, including materials, parts or equipment furnished in connection with such work or operations; or with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Consultant. The coverage shall contain no special limitations on

the scope of its protection afforded to City, its officers, employees, and volunteers.

B. Commercial General Liability, Business Automobile Liability: This insurance shall be primary insurance at least as broad as ISO CG 20 01 04 13 as respects City, its officers, employees, and volunteers and shall apply separately to each insured against whom a suit is brought or a claim is made. Any insurance or self-insurance maintained by City, its officers, employees, and volunteers shall be excess of this insurance and shall not contribute with it.

C. Workers' Compensation and Employers' Liability Insurance: Insurer shall waive their right of subrogation against City, its officers, employees, and volunteers for work done on behalf of City.

D. All Coverages: For each insurance policy required by this clause, the insurer shall endeavor to mail thirty (30) days' prior written notice to certificate holder should any of the policies be cancelled prior to the expiration date.

5.5 Acceptability of Insurers. All required insurance shall be placed with insurers with current BEST'S ratings of no less than A-, Class VII. Workers' compensation insurance may be placed with the California State Compensation Insurance Fund. All insurers shall be licensed by or hold admitted status in the State of California. At the sole discretion of City, insurance provided by non-admitted or surplus carriers with a minimum BEST'S rating of no less than A-, Class VII may be accepted if Consultant evidences the requisite need to the sole satisfaction of City.

5.6 Verification of Coverage. Consultant shall furnish City with certificates of insurance which bear original signatures of authorized agents and which reflect insurer's names and addresses, policy numbers, coverage, and limits. Such certificates shall be attached to this Agreement and made a part hereof. All certificates and endorsements must be received and approved by City before work commences. In addition, upon written request from City, Consultant shall provide City a letter from Consultant's insurance broker verifying Consultant's deductibles/SIRs.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only by mutual agreement of the parties in writing, and signed by the parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this

Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

SP Plus Corporation
Attn: Robert Kamper
Title: Vice President
PMB 305
1413 HWY 17 South
Surfside Beach, SC 29575

IF TO CITY:

City of Fullerton
Attn: Heather Allen
Community Development Department
303 W. Commonwealth Ave.
Fullerton, CA 92832

with a copy to:

SP Plus Corporation
Attn: Legal Department
200 E. Randolph St., Ste7700
Chicago, IL 60601

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. To the fullest extent of the law, Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, and employees, at Consultant's sole expense, from and against claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, and employees to the extent caused by the breach of this Agreement by Consultant or the negligence or willful misconduct Consultant or its employees, agents or contractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits to the extent arising out of the breach of this Agreement by the City or the negligence or willful misconduct of the City's or its employees, agents or contractors. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense unless otherwise stated in the exhibits to this Agreement, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall defend, indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to defend, indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to

any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. The City shall own any tangible reports and documents including, but not limited to, computer tapes or discs, files and tapes, documentation that are created by Consultant or any of its subcontractors specifically for the City pursuant to this Agreement and provided to the City. Such ownership shall exclude any of Consultant's pre-existing intellectual property found in such documentation. Consultant agrees that any such documents shall not be made available to any individual or organization without the prior consent of City, unless required by law; however, Consultant may provide such documentation to the Representatives. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall defend, indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this Agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City besides the Operating Expenses (as defined in the exhibits) that Consultant incurs. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other

Consultant professional services necessary to rectify and correct the matter to the sole reasonable satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City for this Agreement while this Agreement is in effect.

6.17 Prohibition of Hiring Supervisory Personnel. Consultant shall provide experienced and qualified supervisory personnel to supervise its operations. Consequently, the City covenants and agrees that it shall not hire such supervisory personnel for a period of six (6) months after the date of termination of this Agreement. The City and Consultant agree that it would be difficult to ascertain the amount of damages that would result in the breach of this covenant. Therefore, the parties stipulate and agree that Consultant will be compensated in the amount of \$5,000 per employee as liquidated damages for each and every employee hired by the City prior to the end of the 6-month period agreed to herein.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced. If there is any conflict between the RFP and the Additional SOS Terms or the Consultant's Proposal and the Additional SOS Terms, the Additional SOS Terms shall prevail.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein or in the exhibits to this Agreement.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a

waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

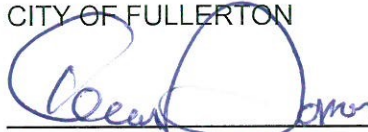
6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

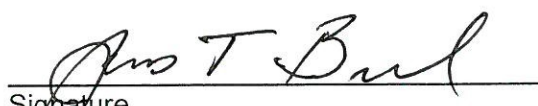
CITY OF FULLERTON



[Name and title] *Ken Jones, City manager*

Date: 9-26-19

CONSULTANT



Signature
JAMES F. BUCZEK, COO

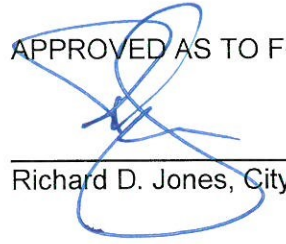
Name and Title

Date: 09/09/19

16-1171179

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:



Richard D. Jones, City Attorney

EXHIBIT A
REQUEST FOR PROPOSALS



City of Fullerton

Request for Qualifications to provide Parking Management Services

Due Date: November 19, 2018

Submit to:
Heather Allen
City of Fullerton
Community Development Department
heathera@cityoffullerton.com

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I. EVENTS CALENDAR

Release of RFQ.....	October 15, 2018
Last date for Inquiry Submission	October 29, 2018
Latest date for an Addendum (if any)	November 1, 2018
Submittal Due Date for RFQ.....	November 19, 2018
Notification of Short List Selection.....	TBD
Interviews	TBD
Notification of Final Selection.....	TBD
Scope and Terms Negotiation.....	TBD
City Council consideration of Professional Services Agreement.....	TBD

II. SCOPE

Background

The City of Fullerton (“City”) invites qualified firms to submit a statement of qualifications to provide comprehensive Parking Management Services as identified below. The selected firm will, subject to agreed upon scope and terms, enter into a Professional Services Agreement with the City following City Council approval.

Scope of Services Desired

The City is seeking proposals from qualified firms to provide all personnel, materials and services necessary to perform the following functions detailed below:

Task 1 - Nighttime Paid Parking Pilot Program: *On August 21, 2018, the City Council approved in concept a 90-day nighttime paid parking pilot program in certain Downtown public parking lots and structures (see Exhibit 1) on Thursday, Friday and Saturday nights.*

The selected firm shall provide overall consulting, management and operations services for the Nighttime Paid Parking Pilot Program, including but not limited to:

- a) **Pilot program design** – The firm shall, in consultation with City staff, finalize the pilot program details within the City Council approved framework. These details include, but are not limited to, the exact boundaries of the paid parking program area, pricing, and parking fee collection methodology / process. The details must address the needs of residents, short-term parkers, and other unique users within the pilot area.
- b) **Public outreach** – The firm shall develop, in consultation with City staff, a comprehensive outreach program to provide information about the pilot program before, during, and after the 90-day pilot period. The outreach may include printed materials providing information on the upcoming program as well as educational material to assist with compliance.

- c) **Equipment procurement** – The firm shall procure and maintain any and all equipment used to operate the agreed-upon pilot program. Equipment shall facilitate fee collection and access / directional control and may include parking management web-based tools as well as physical equipment. Additionally, the firm shall assist the City in making operational the existing Luke digital payment system installed in the SOCO parking structure in 2012.
- d) **Revenue collection** – The firm shall provide qualified on-site staff and supervisors to operate the agree-upon pilot program.
- e) **Data collection and analysis** – The firm shall collect any and all data before, during, and after the 90-day pilot period necessary to provide the City with an objective evaluation of the program and recommendations for next steps. The data collection shall include a platform(s) to receive feedback from the public throughout the pilot program.

Task 2 - Employee Permit Parking Program: *Downtown employees are currently able to purchase an annual parking permit to utilize public parking without being subject to the associated day-time time limits specified for each location. A preliminary analysis of this program by a third party consultant recommended relocating a portion of the striped employee parking spaces to lower-demand lots within the Downtown and increasing the permit cost.*

The selected firm shall provide consulting services for the Employee Permit Parking Program, including but not limited to:

- a) **Permit Parking Program Design** – The firm shall evaluate the existing employee-based program and the supply and demand of public and private parking spaces (lots, structures, on-street stalls) against parking management best practices. The firm shall make overarching recommendations on how to best manage the needs of the various users throughout the day / night and specific recommendations to the employee permit parking program.
- b) **Technology** – The firm shall evaluate the existing permit issuance and parking enforcement practices and make specific recommendations on a technology solution(s) to increase the flexibility of permit issuance and the efficiency of parking regulation enforcement.
- c) **Parking Rates** – The firm shall, based on the recommendations of a) and b), above, develop an associated hourly, daily, weekly, monthly, yearly public parking fee structure(s). Rates may vary based on location and type of parking provided.

Task 3 - Parking Enforcement and Citations (Optional): As an additional service, the firm could be called upon to supplement City parking enforcement resources. If needed, the firm shall, in consultation with City staff, evaluate existing parking enforcement needs, make recommendations on staffing to augment resources, and provide the necessary personnel for enforcement including citation issuance.

Task 4 - As Needed Consulting (Optional): As an additional service, the firm could provide professional parking management consulting services on functions / topics not identified herein.

III. MINIMUM QUALIFICATIONS

- a) At least five years of municipal Parking Management and Operations experience that includes public parking asset management.
- b) Must have purchased, installed and financed parking systems for a municipality within the past five years.
- c) Must have qualified personnel assigned to the project with specific expertise working, managing and consulting in a municipal environment, including personnel who may be subject to a Police Department background check, for those positions that require the collection and/or handling of monies.

IV. INQUIRIES

All inquiries to the Request for Qualifications (RFQ) must be submitted via email to Heather Allen at heathera@cityoffullerton.com.

Prospective firms are encouraged to promptly notify the City of any apparent inconsistencies, problems, or ambiguities in the RFQ. Firms may only submit questions via email no later than the date identified in the event calendar of this RFQ. All inquiries shall be made only in writing through email; telephone calls will not be accepted.

Please monitor the website for all information regarding this RFQ. The City may not send individual notifications of changes or updates. It is the sole responsibility of the prospective firms to remain apprised of changes to the RFQ.

V. SUBMISSIONS

Submissions should not be more than **20 single sided pages** in length including the cover letter (not counting the index, front and back covers of the proposal, and the dividers that contain no information,) using a minimum 11 point Arial font with single spacing. Mandatory submission components shall include:

Cover Letter	A cover letter, signed by an authorized representative of the prospective firm, including the name, address, telephone number, e-mail address for future contact.
Section 1	A brief description of the firm and its organization.
Section 2	Description of the methods by which the firm will fulfill the requested Scope of Services. Please be thorough in describing the firm's methodology and plan to address all services identified in the Scope, including Optional services as applicable.
Section 3	List of key personnel and their professional resumes with the primary contact for the firm identified and, if different, individual that would work

	with City staff. An organizational chart shall be provided, including every person whose resume is submitted, and shall clearly show the function that each person will be expected to fulfill. Please be thorough to show firm's ability to meet the Scope of Services and Minimum Qualifications.
Section 4	List of recent relevant projects with descriptions (within the past five years) including dates, scope of work and reference contacts. Preferred references should be from municipal clients. Please be thorough to show firm's ability to meet the Scope of Services and Minimum Qualifications.
Section 5	Proposed fee schedule that includes hourly or fixed rates applicable to the Scope of Services.

An electronic file (Word or PDF) shall be submitted **via email** to Heather Allen at heathera@cityoffullerton.com. Submissions must be submitted no later than the date and time identified in the event calendar of this RFQ. Late submittals will be rejected. Incomplete submittals and/or submittals received after the deadline will be rejected without review.

VI. GENERAL INFORMATION

Selection Process

Firms interested in being considered must submit qualifications in compliance with this RFQ. Based on the evaluation of submitted qualifications, a short list of the top ranked / qualified firms will be established. It is anticipated that evaluations will be conducted by representatives from the City of Fullerton. The top ranked / qualified firms will be invited to interview. The content of the RFQ and successful firm's qualifications will become an integral part of the Professional Services Agreement (Agreement). If for any reason an Agreement cannot be negotiated, the next ranked / qualified firm will be selected from the list.

Ultimately, the firm selected to provide the services described herein will be selected on the basis of qualifications and proven ability to provide comprehensive Parking Management Services to municipal clients for the most value.

Public Records Act

Submittals are considered public records pursuant to the California Public Records Act (Government Code section 6250 *et seq.*) and may be produced in response to a public records request. If any submitted information is proprietary or trade secret, it must be clearly labeled and identified as such.

Non-Obligation

The RFQ shall not be construed to create an obligation on the part of the City of Fullerton to enter into a contract with the firm. The RFQ is for solicitation purposes only.

Proposal Development

By responding to the RFQ, the firm agrees that the costs to prepare and submit a response will be the responsibility of the firm.

EXHIBIT 1 – Nighttime Paid Parking Pilot Program Conceptual Boundary



The blue box denotes the conceptual boundary for the Pilot Program. The limits are Wilshire Avenue on the north, the railroad on the south, Malden Avenue on the west, and Pomona Avenue on the east.

- L-# = Surface lots, with associated space count in white
- S-# = Parking structures, with associated space count in white
- Yellow = On-street parking, with associated space count in white

EXHIBIT B
CONSULTANT'S PROPOSAL

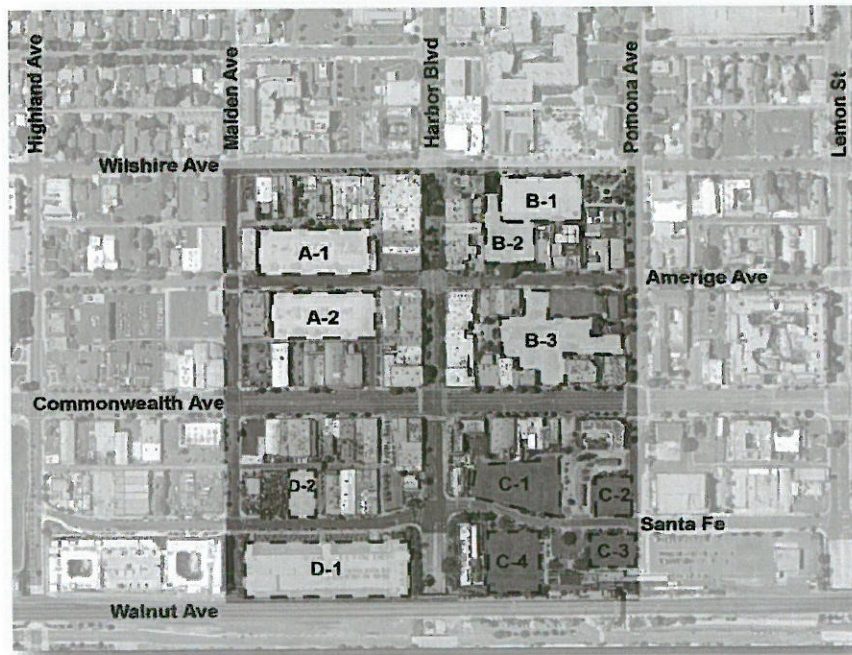


Fee Based Parking – Pilot Project

SP+ will assist the City of Fullerton with the implementation of a fee-based parking pilot program. The proposed pilot program would include nine (9) surface lots and two (2) parking structures. A fee would be charged three days per week, from Thursday through Saturday from 9pm – 1 am. The pilot program is proposed to run for up to twenty-four (24) weeks.

Parking Boundaries Map

The pilot program boundaries encompass a portion of the City's parking system.



Lot ID	Total Stalls
A-1	129
A-2	101
B-1	324
B-2	44
B-3	170
C-1	104
C-2	42
C-3	43
C-4	93
D-1	816
D-2	41

Plan of Operations

Kiosk pay stations will be strategically placed throughout the lots and structures in coordination with Public Works staff. Locations would be established based on foot traffic patterns and proximity to destinations with consideration given to infrastructure (i.e. sun for solar power) and security needs (i.e. visibility). Nineteen (19) kiosk pay stations are recommended. Additionally, the eight (8) existing kiosk pay stations in the SOCO parking structure (D-1) will be activated for use beginning with the pilot program. The kiosks will collect the fee via credit card and associate the payment with the license plate number entered by the customer. SP+ will also offer a pay-by-app option; customers pay a convenience fee of \$0.35.

Three types of signage will be employed. Each parking lot or structure entrance would be signed with information regarding rates and rules. Directional signage with arrows would guide customers to the kiosk pay stations. These signs will display “Pay by Plate” or similar to advise customers that their license plate is needed to pay for parking. Lastly, each kiosk will have signage.

The pilot program will be staffed with five (5) employees: one (1) Supervisor, two (2) Ambassadors/attendants, and two (2) Enforcement Officers. The Supervisor and Ambassadors will work 5-hour shifts (8:30 pm - 1:30 am) while the Enforcement Officers will work 4-hour shifts (9 pm - 1 am). During the first two weeks of the pilot program, the Enforcement Officers will be providing courtesy citations/pilot

program information for non-payment. Beginning in the third week of the pilot program, the Enforcement Officers will be issuing citations. SP+ will provide two vehicles for use by the Enforcement Officers; the City will be responsible to pay for gas.

Enforcement Officers will utilize license plate recognition (LPR) systems in combination with the payment information obtained from the kiosks to identify non-payment.

Positions	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Employee Group # 1							
Supervisor				5	5	5	
Attendant 1				5	5	5	
Attendant 2				5	5	5	
Enforcement 1				4	4	4	
Enforcement 2				4	4	4	

Pilot Program Costs

The pilot program will have two types of costs, those required to start the program and those that are incurred on a weekly basis for the on-going operations of the pilot program.

START-UP COSTS	
Equipment:	
T2 Machines (19 kiosk pay stations)	
Shipping	\$3,500.00
Installation	\$7,600.00
Removal	\$7,600.00
Bollards (6, including Install)	<u>\$1,110.00</u>
	\$19,810.00
Vigilant LPR (2 systems)	\$5,000.00
Total Equipment	<u>\$24,810.00</u>
Signage:	
Entrance signs (31)	1629.36
Directional signs (60)	\$3,156.60
Kiosk signs (27)	\$2,631.28
Vehicle Magnets (4)	\$300.00
Graphic Design and Setup	<u>\$500.00</u>
Total Signage	<u>\$8,217.24</u>
Staffing:	
Employee Processing	\$334.00
Uniforms	<u>\$400.00</u>
Total Staffing	<u>\$734.00</u>
Contingency:	\$1,000.00
TOTAL START-UP COSTS	\$34,761.24
WEEKLY COSTS	24-Week Total
Equipment:	
T2 Machines (19 kiosk pay stations)	
Rental	\$45,600.00
Vigilant LPR (2 systems)	
Rental and Network Fees	\$3,500.00
Total Equipment	<u>\$49,100.00</u>
Staffing:	\$50,947.64
Operations:	
Management Fees	\$9,000.00
Bank and Credit Card Fees	\$6,179.00
Liability Insurance	\$4,684.00
Vehicle Fuel	\$1,200.00
Data Processing	<u>\$529.00</u>
Total Operations	<u>\$21,592.00</u>
TOTAL WEEKLY COSTS	\$121,639.64
TOTAL PILOT PROGRAM COSTS	<u>\$156,400.88</u>

Pilot Program Utilization

SP+ staff conducted preliminary visual observation counts in February 2019 to identify the number of new parkers arriving after 9pm on Thursday, Friday, and Saturday nights. These counts can provide the City with the basis for a conservative revenue estimate for weekly activity during the pilot program.

City of Fullerton Projected Vehicle Counts

Day of the Week	Lot ID	AVG Vehicle Count
Thursday 9PM-1AM Total Vehicle Count: 331	A-1	36
	A-2	40
	B-1	30
	B-2	15
	B-3	60
	C-1	30
	C-2	20
	C-3	10
	C-4	20
	D-1	65
D-2	15	

Day of the Week	Lot ID	AVG Vehicle Count
Friday 9PM-1AM Total Vehicle Count: 465	A-1	45
	A-2	60
	B-1	35
	B-2	30
	B-3	70
	C-1	40
	C-2	25
	C-3	25
	C-4	30
	D-1	85
D-2	20	

Day of the Week	Lot ID	AVG Vehicle Count
Saturday 9PM-1AM Total Vehicle Count: 565	A-1	55
	A-2	60
	B-1	65
	B-2	35
	B-3	80
	C-1	60
	C-2	25
	C-3	35
	C-4	40
	D-1	85
D-2	25	

Total new parkers counted over the three nights was 1,361



Fee Recommendations

SP+ recommends a fee of \$5, up to \$7.

EXHIBIT C

ADDITIONAL SCOPE OF SERVICE TERMS - NIGHTTIME PAID PARKING PILOT PROGRAM

The Consultant shall provide services to assist the City with the implementation of the nighttime paid parking pilot program (NPPP) pursuant to the "Scope and Cost" approved dated April 1, 2019 and approved by the City Council on April 16, 2019, attached hereto and incorporated by reference.

1. **MANAGEMENT FEE.** As compensation for Consultant's services hereunder, City shall pay Consultant a management fee of \$1,500 per month (the "Management Fee"). The Management Fee shall be paid by the City to Consultant pursuant to Section 2.0 of the Professional Services Agreement (Agreement).

2. **REIMBURSEMENT OF EXPENSES.**

(a) **Budget.** Consultant has prepared and delivered to the City a budget as part of the approved "Scope and Cost" reflecting the Operating Expenses (defined below) which Consultant expects to incur for the performance of the project scope.

If at any time during the period covered by an approved Budget it appears to Consultant that the actual total of all Operating Expenses likely to be incurred during said period will exceed the Budget's projected total by more than ten percent (10%), Consultant shall so advise the City, and the City and Consultant shall jointly discuss what actions, if any, could be taken to minimize the Operating Expenses without substantially impairing the operation of the NPPP.

(b) **Operating Expenses.** The City shall pay Consultant for expenses incurred by Consultant in the performance of its duties, obligations and services pursuant to the Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, without limitation, all costs, charges and administrative expenses for: salaries and wages and associated payroll burden (including, without limitation, payroll taxes and fringe benefits); licenses and permits; first month's change funds/petty cash advanced by Consultant (where applicable); compliance with governmental laws, regulations and payment card industry standards; uniforms, supplies, tools and cleaning; maintenance and repair to be performed by Consultant; any applicable sales, parking, use, excise, gross receipts or other tax or charge due the taxing authorities (collectively, "Sales Tax"); telephone; utilities (except to the extent paid directly by the City); bookkeeping and administrative services; automobile allowances; employee recruitment, training and ongoing employee relations; computerized accounts receivable service; banking and credit card system services; postage and freight; tickets, paper and reporting forms; accounts payable and insurance claims processing; health insurance, workers' compensation insurance, business automobile insurance, commercial general liability insurance and professional liability insurance coverage, at rates established by Consultant (but in no event to exceed the rates contained in the approved Budget); and deductibles established by Consultant for insured losses attributable to the services (plus attorney's fees and court costs to defend the City and/or Consultant in actions brought to recover damages for such losses). Operating Expenses shall also include any expenses not listed above that are approved by the City prior to expenditure and consistent with the approved Budget. Operating Expenses shall be paid by the City pursuant to Section 2.0 of the Agreement.

If City disputes any Operating Expense, City shall give Consultant written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

3. NIGHTTIME PAID PARKING PILOT PROGRAM. The Nighttime Paid Parking Pilot Program (the "NPPP") set forth in Task 1 of the RFP shall be modified pursuant to the following:

(a) **Term of the NPPP.** The dates of term of the NPPP (the "NPPP Term") shall be based on the mutual written agreement of the parties; however, notwithstanding what is set forth in the RFP, the NPPP Term will be for six (6) months. Consultant shall only be required to provide the services for the NPPP during the NPPP Term, including without limitation those services set forth in subsections a) through e) under Task 1 of the RFP.

If the City intends to make the NPPP permanent, the City shall notify Consultant and the parties shall negotiate in good faith the terms and fees regarding the NPPP. Such new terms shall only become binding if agreed to by the parties and agreed to under a new Scope and Cost or separate agreement as warranted.

(b) **Time Period of the NPPP.** Consultant shall only be required to provide revenue collection for the NPPP and maintain the equipment for the NPPP during the NPPP Hours. Unless otherwise agreed to in writing by the parties, the "NPPP Hours" shall be defined as the following during the NPPP Term:

- (i) Thursday at 9:00 p.m. through 1:00 a.m. the following Friday.
- (ii) Friday at 9:00 p.m. through 1:00 a.m. the following Saturday.
- (iii) Saturday at 9:00 p.m. through 1:00 a.m. the following Sunday.

(c) **Gross Receipts.** All Gross Receipts (defined below) shall be deposited in the City's bank account. "Gross Receipts" shall mean all cash earned and collected by Consultant or City for the parking for the NPPP during the NPPP Term less all refunds, discounts and allowances made by Consultant to its customers.

(d) **New Parking Equipment.** As set forth in Task 1, Section c) of the RFP, Consultant shall procure parking revenue equipment for the NPPP (the "New Equipment") during the NPPP Term. The costs to procure and maintain the New Equipment (including without limitation any costs to lease the New Equipment) shall be treated as Operating Expenses and be reimbursed pursuant to the term of the Agreement. If the Agreement is terminated prior to the expiration of the NPPP Term, any costs incurred by Consultant to terminate the leases for the New Equipment shall be deemed Operating Expenses. The City acknowledges that (i) the New Equipment is and shall remain personal property and shall not constitute a fixture, and (ii) the City does not own the New Equipment and the City shall not have or acquire any right, title or interest in or to the New Equipment at any time under the Agreement. The City shall not suffer or permit any lien or encumbrance to attach to the New Equipment. The City shall refrain from taking any action to bar, restrain or otherwise prevent Consultant, its representatives, agents, secured parties, successors or assigns from entering, and hereby grants to said parties the right of entry to, the Premises (as defined below) for the purpose of inspecting or, after an event of default under or the expiration of term of the Agreement, taking possession of and removing the New Equipment at any reasonable time or times. Notwithstanding the above, should the Agreement be Terminated pursuant to Section 4.0 prior to the expiration of the NPPP Term, City shall have the option to negotiate with equipment vendor prior to such termination to take over the lease for the New Equipment. Nothing herein shall require Consultant to continue on such leases while such negotiations are occurring.

(e) **Current Parking Equipment.** As set forth in Task 1, Section c) of the RFP, Consultant shall assist the City in making operational the existing Luke digital payment system installed in the SOCO parking structure in 2012. The costs incurred by Consultant in such assistance shall be treated as Operating Expenses and be reimbursed pursuant to the terms of the Agreement to the extent they were included in the RFP, Budget, or as separately agreed with the City.

4. **INSURANCE.** The Consultant shall provide insurance pursuant to Section 5.0 of the Agreement relevant to the performance of the NPPP. Consultant is only required to maintain the foregoing insurance coverages for such operations during the NPPP Hours, and Consultant shall not have any liability for such services attributable to times out of the NPPP Hours.

5. **TASKS 2 THROUGH 4.** The parties agree that the Additional Scope of Service Terms – Nighttime Paid Parking Pilot Program only relates to Task 1 of the RFP, and does not cover the services anticipated in Tasks 2, 3 and 4 of the RFP. A separate Additional Scope of Terms would be prepared and approved for the performance of Tasks 2, 3 and/or 4.



6. **OWNER'S OBLIGATIONS.** City shall, at its expense, be responsible for performance of the following during the NPPP Term:

- (a) Except for custodial duties expressly delegated to Consultant, all repair and maintenance of the parking locations (e.g., surface lots and parking structures) covered by the Consultant's services (collectively, "Premises"), systems and improvements in good condition and repair, including (as applicable): heating, air conditioning, ventilating, exhaust, fire protection, alarm, utility, plumbing (including lavatory facilities), sewage, drainage, security and lighting systems; paving; painting; striping; directional signs, fencing; parking booths; landscaping; windows and doors; plate glass; driveways, sidewalks and curbs (including curb cuts); elevators, manlifts and escalators; sealing and waterproofing; electrical or mechanical equipment, including traffic control devices used at or in the Premises; and all structural repairs.
- (b) Alterations, improvements and additions that the City deems necessary and/or as may be required, and payment of architectural, engineering or consulting fees with respect thereto. Consultant shall not be responsible for keeping the Premises compliant with the Americans with Disabilities Act of 1990.
- (c) Safety and/or security personnel and equipment.

With respect to Subsection (c) above, the City expressly acknowledges that Consultant does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Consultant's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Premises. The City further agrees to indemnify and to hold harmless Consultant from and against any claims, demand, suits, liabilities, or judgments arising from Consultant's alleged failure to warn, to guard, or to protect persons in or about the Premises from and against intentional threats, harm, or injury, except for the negligent or intentionally committed acts of or by Consultant or Consultant's employees.

EXHIBIT D

CERTIFICATES OF INSURANCE

		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 07/13/2019		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA			CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:			
INSURED SP Plus Corporation Standard Parking Corporation 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA			INSURER(S) AFFORDING COVERAGE		NAIC #	
			INSURER A: XL Specialty Insurance Co		37885	
			INSURER B: Greenwich Insurance Company		22322	
			INSURER C: Navigators Insurance Co		42307	
			INSURER D: Commerce & Industry Ins Co		19410	
			INSURER E: Great American Insurance Company of NY		22136	
			INSURER F: Endurance American Insurance Company		10641	
COVERAGES						
CERTIFICATE NUMBER: 570077510296			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
Limits shown are as requested						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		RGE300120902 SIR applies per policy terms & conditions CH19EXRZ0055PTV GLBuffer Limit \$1.25M/\$5M	01/01/2019	01/01/2020	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$15,000,000 PRODUCTS - COM/PROP AGG \$3,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input checked="" type="checkbox"/> GILL \$5,000 SIR <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		RAD943782002 AOS	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$3,000,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000		28295038	01/01/2019	01/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	RWD300121002 AOS RWR300121102 RETRO	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$1,000,000 EL DISEASE-EA EMPLOYEE \$1,000,000 EL DISEASE-POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Location No. 82823. City of Fullerton - Community Development Department is included as Additional Insured on the above referenced policies except Workers' Compensation. Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured. 1/1/2019 - 1/1/2020 Crime & Excess Crime - Policy #'s SAA50414480300 & SSC50414490300, \$5,000,000 occurrence. Crime coverage above provide first party coverage against business-related crime such as robbery & burglary, employee dishonesty, forgery or alteration, computer fraud, guest property, money orders and counterfeit currency.						
CERTIFICATE HOLDER City of Fullerton - Community Development Department Attn: Heather Allen 303 W. Commonwealth Avenue Fullerton CA 92832 USA			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

Holder Identifier : 82823

Certificate No : 570077510296

AGENCY CUSTOMER ID: 570000025472

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED SP Plus Corporation	
POLICY NUMBER See Certificate Number: 570077510296			
CARRIER See Certificate Number: 570077510296	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G :The Continental Insurance Company	35289
INSURER H :ACE Property & Casualty Insurance Co.	20699
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
G				6050611461 \$15M xs \$10M	01/01/2019	01/01/2020	Aggregate	\$15,000,000
H				XCQG27921103004 \$25M xs \$25M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
G				6075881892 \$10M po \$25m xs \$50M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
C				CH19RXS920221IV \$15M po \$25m xs \$50M	01/01/2019	01/01/2020	Aggregate	\$25,000,000
E				EXC2275989 \$25M p/o \$50M x \$75M	01/01/2019	01/01/2020	Aggregate	\$50,000,000
F				XSC30000541301 \$25M p/o \$50M x \$75M	01/01/2019	01/01/2020	Aggregate	\$50,000,000
							Each Occurrence	\$50,000,000