

**CITY OF CHULA VISTA
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT
WITH ACE PARKING
TO PROVIDE PARKING MANAGEMENT AND ENFORCEMENT SERVICES**

This Agreement is entered into effective as of July 1, 2021 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and **ACE PARKING**, A California Corporation) (“Contractor/Service Provider”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires professional services in order to manage and enforce parking in the City’s Downtown Parking District – including enforcing infraction violations of the Chula Vista Municipal Code related to parking, loading zones and meters, collecting parking meter revenues, and maintaining parking meters; and

WHEREAS, in order to procure these services Contractor/Service Provider was chosen based on Contractor/Service Provider’s unique qualifications, including currently managing the Downtown Parking District; therefore, pursuant to Municipal Code 2.56.070.B.3. it is in the best interest of the City to waive the competitive bid process and award this Agreement to Contractor/Service Provider; and

WHEREAS, the Downtown Parking District was established in 1963 and consists of approximately 1,500 spaces. The District includes on-street individually metered spaces, multi-space meters located in eight public parking lots, one free public parking structure, and non-metered spaces; and

WHEREAS, Contractor/Service Provider warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor/Service Provider to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above Recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor/Service Provider hereby agree as follows:

1. SERVICES

1.1 Required Services. Contractor/Service Provider agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Contractor/Service Provider, from time to time, reduce the Required Services to be performed by the Contractor/Service Provider under this Agreement. Upon doing so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor/Service Provider provide additional services related to the Required Services (“Additional Services”). If so, City and Contractor/Service Provider agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Contractor/Service Provider expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Contractor/Service Provider of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Contractor/Service Provider or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Contractor/Service Provider to provide additional security for performance of its duties under this Agreement, Contractor/Service Provider shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Contractor/Service Provider shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Contractor/Service Provider shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Contractor/Service Provider shall submit for City's information and approval a list of any and all subcontractors to be used by Contractor/Service Provider in the performance of the Required Services. Contractor/Service Provider agrees to take appropriate measures necessary to ensure that all subcontractors and personnel utilized by the Contractor/Service Provider to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Contractor/Service Provider under this Agreement, Contractor/Service Provider shall ensure that each and every subcontractor carries out the Contractor/Service Provider's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Contractor/Service Provider's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Contractor/Service Provider in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Contractor/Service Provider agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Contractor/Service Provider must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Contractor/Service Provider. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Contractor/Service Provider for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below. At City's discretion, invoices not timely submitted may be subject to a penalty of up to five percent (5%) of the amount invoiced.

2.4 Retention Policy. City shall retain ten percent (10%) of the amount due for Required Services detailed on each invoice (the "holdback amount"). Upon City review and determination of Project Completion, the holdback amount will be issued to Contractor/Service Provider.

2.5 Reimbursement of Costs. City may reimburse Contractor/Service Provider's out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Contractor/Service Provider shall be responsible for any and all out-of-pocket costs incurred by Contractor/Service Provider in the performance of the Required Services.

2.6 Exclusions. City shall not be responsible for payment to Contractor/Service Provider for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City

shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Contractor/Service Provider, its agents, employees, or subcontractors.

2.7 Payment Not Final Approval. Contractor/Service Provider understands and agrees that payment to the Contractor/Service Provider or reimbursement for any Contractor/Service Provider costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Contractor/Service Provider of the terms of this Agreement. If City determines that Contractor/Service Provider is not entitled to receive any amount of compensation already paid, City will notify Contractor/Service Provider in writing and Contractor/Service Provider shall promptly return such amount.

3. INSURANCE

3.1 Required Insurance. Contractor/Service Provider must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the "Required Insurance"). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best's rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best's rating of no less than A X. For Workers' Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Contractor/Service Provider must include all sub-Contractor/Service Providers/subcontractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-Contractor/Service Providers must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City's Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor/Service Provider's insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be "Primary." Contractor/Service Provider's general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor/Service Provider and in no way relieves Contractor/Service Provider from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days' prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Contractor/Service Provider must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Contractor/Service Provider's insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Contractor/Service Provider waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Contractor/Service Provider shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor/Service Provider has obtained the Required Insurance in compliance with the terms of this Agreement. The words "will endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives" or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The "Retro Date" must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the effective date of this Agreement, the Contractor/Service Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Contractor/Service Provider's obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Contractor/Service Provider maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, Contractor/Service Provider shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor/Service Provider, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor/Service Provider, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Contractor/Service Provider's obligations under this Section 4 is Contractor/Service Provider's obligation to defend, at Contractor/Service Provider's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Contractor/Service Provider shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Contractor/Service Provider's Obligations Not Limited or Modified. Contractor/Service Provider's obligations under this Section 4 shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by the Contractor/Service Provider. Furthermore, Contractor/Service Provider's obligations under this Section 4 shall in no way limit, modify or excuse any of Contractor/Service Provider's other obligations or duties under this Agreement.

4.5. Enforcement Costs. Contractor/Service Provider agrees to pay any and all costs City incurs in enforcing Contractor/Service Provider's obligations under this Section 4.

4.6 Survival. Contractor/Service Provider's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONTRACTOR/SERVICE PROVIDER.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and Contractor/Service Providers performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Contractor/Service Provider shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Contractor/Service Provider is required to file a Form 700, Contractor/Service Provider warrants and represents that it has disclosed to City any economic interests held by Contractor/Service Provider, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Contractor/Service Provider warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, to solicit or secure this Agreement. Further, Contractor/Service Provider warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Contractor/Service Provider, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor/Service Provider further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Contractor/Service Provider or Contractor/Service Provider's subcontractors. Contractor/Service Provider further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Contractor/Service Provider shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor/Service Provider shall violate any of the other covenants, agreements or conditions of this Agreement (each a "Default"), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor/Service Provider. Such notice shall identify the Default and the Agreement termination date. If Contractor/Service Provider notifies City of its intent to cure such Default prior to City's specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor/Service Provider up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Contractor/Service Provider shall immediately provide City any and all "Work Product" (defined in Section 7 below) prepared by Contractor/Service Provider as part of the Required Services. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider may be entitled to compensation for work satisfactorily performed prior to Contractor/Service Provider's receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor/Service Provider of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor/Service Provider shall immediately cease all work under the Agreement and promptly deliver all "Work Product" (defined in Section 7 below) to City. Such Work Product shall be City's sole and exclusive property as provided in Section 7 hereof. Contractor/Service Provider shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Contractor/Service Provider hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor/Service Provider shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Contractor/Service Provider agrees that it is subject to personal jurisdiction in California. If Contractor/Service Provider is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Contractor/Service Provider irrevocably consents to service of process on Contractor/Service Provider by first class mail directed to the individual and address listed under "For Legal Notice," in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement in connection with the performance of the Required Services (collectively "Work Product") shall be the sole and exclusive property of City. No such Work Product shall be subject to private use, copyrights or patent rights by Contractor/Service Provider in the United States or in any other country without the express, prior written consent of City. City shall have unrestricted authority to publish, disclose, distribute, and otherwise use, copyright or patent, in whole or in part, any such Work Product, without requiring any permission of Contractor/Service Provider, except as may be limited by the provisions of the Public Records Act or expressly prohibited by other applicable laws. With respect to computer files containing data generated as Work Product, Contractor/Service Provider shall make available to City, upon reasonable written request by City, the necessary functional computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Contractor/Service Provider's unique qualifications and traits. Contractor/Service Provider shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Contractor/Service Provider warrants and represents that they have the authority to execute same on behalf of Contractor/Service Provider and to bind

Contractor/Service Provider to its obligations hereunder without any further action or direction from Contractor/Service Provider or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Contractor/Service Provider agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-Contractor/Service Providers.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Contractor/Service Provider is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor/Service Provider or any of Contractor/Service Provider's officers, employees, or agents ("Contractor/Service Provider Related Individuals"), except as set forth in this Agreement. No Contractor/Service Provider Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor/Service Provider Related Individuals; instead, Contractor/Service Provider shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Contractor/Service Provider shall not at any time or in any manner represent that it or any of its Contractor/Service Provider Related Individuals are employees or agents of City. Contractor/Service Provider shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

8.10 Electronic Signatures. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record,

including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

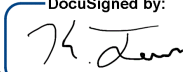
(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONTRACTOR/SERVICE PROVIDER SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor/Service Provider agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

ACE PARKING

CITY OF CHULA VISTA

DocuSigned by:

BY: 91AAB6BEAF0F47D...
Keith Jones
Ace Parking, Principal

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

[https://chulavistaca-my.sharepoint.com/personal/mshirey_chulavistaca_gov/Documents/Covid-19 Work From Home/Parking/Agreements/ACE/ACEParking2PrtyAgrmtFY22-4.4.22-Final.docx](https://chulavistaca-my.sharepoint.com/personal/mshirey_chulavistaca_gov/Documents/Covid-19%20Work%20From%20Home/Parking/Agreements/ACE/ACEParking2PrtyAgrmtFY22-4.4.22-Final.docx)

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Meya Alomar
276 Fourth Avenue, Chula Vista, CA 91910
619-858-5688
malomar@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Contractor/Service Provider Contract Administration:

ACE PARKING
645 Ash Street, San Diego, CA 92101
619-233-6624
kjones@aceparking.com

For Legal Notice Copy to:

Keith Jones, Ace Parking
645 Ash Street, San Diego, CA 92101
619-233-6624
kjones@aceparking.com

2. Required Services

A. General Description:

Ace Parking will provide parking management and enforcement services for the Downtown Parking District in order to enforce Chula Vista Municipal Code section 10.62, issue parking citations, collect parking meter revenues, and maintain parking meters.

B. Detailed Description:

Ace Parking will provide parking management and enforcement services for the Downtown Parking District in order to enforce Chula Vista Municipal Code section 10.62, issue parking citations, collect parking meter revenues, and maintain parking meters.

Services and Staffing

Ace Parking will be responsible for the following:

Hours of Operation and Staffing – Ace Parking will enforce Chula Vista Municipal Code 10.62 by issuing parking citations, collecting parking meter revenues and maintaining parking meters. Enforcement operating hours are Monday through Saturday from 9:00 a.m. – 6:00 p.m. At a minimum Contractor/Service Provider will ensure there is one (1) Enforcement Officer on patrol during metered parking operating hours. Enforcement will be consistent with scheduled shifts and routes. An Operations Manager will complete every management responsibility of the parking operation including staffing, training, tracking and collections.

Enforcement Strategies – Contractor/Service Provider will provide consistent enforcement with regularly scheduled shifts and routes. Contractor will take a proactive approach to the parking enforcement and maintenance tasks. The Operations Manager will regularly review enforcement officer's activity to make sure the average numbers of citations are being issued. Ace will continue to utilize Duncan's handheld ticket issuing units to issue violations and upload data to a central server.

Duncan Solutions is an approved subcontractor to consultant that provides services for the issuance, collection, appeals, and back office processing of parking citations. Contractor will use Galaxy 8 Note Handheld Ticket Issuance Device. Duncan's AutoPROCESS™ citation processing system is the foundation of the comprehensive, turnkey parking management solution that manages the entire parking citation lifecycle, including citation processing, administrative appeals, permit processing, payment processing, scofflaw identification, enhanced enforcement sanctions such as DMV registration holds, booting, towing, and tax intercept programs, and all activities in between.

Storefront Office - Contractor operates a storefront office at 321 3rd Avenue in downtown Chula Vista. This office is open to the public Monday through Thursday from 10am to 2pm and handles all of the public inquiries for the Downtown Parking District.

Customer Service Hotline (1-800-925-7275) - In addition to the storefront, contractor will provide the public a hotline number to call and communicate directly with Ace Parking.

Enforcement Routing and Coverage Procedures - The GEM car is currently being used for circulation around the enforcement area. Ace will continue to use the GEM car. Ace may recommend the replacement of this vehicle in the future. It will be the City's financial responsibility to replace the vehicle if both parties agree the vehicle needs to be replaced. Enforcement Staff will patrol on the GEM car and on foot while patrolling the off-street facilities. Enforcement Staff will patrol designated routes with staggered-time schedules. Their primary responsibility will be enforcing parking laws and regulations. Ace will continue to patrol the existing routes and can make adjustments as needed depending on demand.

Meter Cash Collections - Contractor will collect the cash from the meters Monday thru Thursday. Collection hours will vary between 6am to 10am. Routes will also vary for the safety of the collection officer and security of the funds. Contractor will use collection systems that are fully "sealed", eliminating access to the money collected. The staff collecting the cash will differ from enforcement staff and be trained to perform light maintenance and cleaning of the machines during their rounds.

Bank Deposits - Ace will deposit the cash from the coin collection at least three times per week and transmit the funds for citations and permits to the City's account on a monthly basis. The monthly deposit will occur no later than the 15th of the month and will be accompanied by the monthly settlement report.

Equipment Maintenance - Contractor will perform light maintenance on the equipment including wiping dirt and debris, cleaning credit card portals, and other parts of the machine.

Meter Repair- Performance Measures

The City and Ace agree that the following performance standards will be met:

- Monday through Saturday from 9:00 am to 6:00 pm (when staff is onsite) meters and multi space pay stations will be repaired within 1 hour of being notified of a malfunction
- Should Ace staff assess that parts will be needed to repair the meter or pay station, notification of pending repair will be posted (meter will be bagged and tagged appropriately) and meter or pay station will be repaired within one business day of receipt of parts

Enforcement Hand-held Units and Software - Citations will continue to be issued by Contractor and the Duncan wireless hand-held devices. The data will be uploaded to a central server and tracked in Contractor's our database to allow designated City staff access to view citation reports and accounting.

Contractor will supply all parts and cost to be charged back to the City at no additional markup during the term the contract.

Personnel Staffing Plan

Contractor will staff a Parking Enforcement officer onsite 6 days per week from 9am until 6pm. In addition, Ace will have an Operations Manager overseeing the operation. One officer will work Monday through Thursday and another officer will work Friday and Saturday. They will begin patrol no later than 30 minutes after the start of their shift and will continue their patrol until at least 30 minutes before the end of their shift.

Operations Manager - will oversee the entire parking enforcement program. The Operations Manager will develop annual budgets, manage the staff schedules, provide and improve effective revenue and enforcement tracking procedures and overall general operations. Customer service and effectively responding to and resolving problems will be a key function of the Operations Manager. Upon City's request, the Contractor will be available for quarterly meetings or as needed with City's Contract Administrators to ensure Ace Parking is performing at expected levels, to identify other opportunities and review financial results for the parking enforcement. Ace believes the regular interaction between the city officers and our operations team can only improve communication and the working relationships.

In addition to the Operations Manager, three part-time staff members will be utilized. These staff members will be used in the following way:

Enforcement Officer - will be responsible for all aspects of the parking enforcement. They will circulate around the on-street parking and enforced lots in the Downtown District. During each circulation, the enforcement staff will perform light maintenance (trash removal and sweeping). Between circulations, the enforcement personnel will complete citation administrative procedures. Ace enforcement staff member must meet the following criteria:

1. Be at least 18 years of age.

2. Be able to read, write and speak the English language and must be able to write intelligible reports.
3. Have the ability to give and follow oral/written instructions in English.
4. The ability to speak a second language, such as Spanish is highly desirable, but not required.
5. Physically and mentally capable of performing parking enforcement duties.
6. Have the ability to remain calm and use good judgment and initiative in a confrontational or emergency situation.
6. Have the ability to establish and maintain effective working relationships with the public, downtown business owners and City personnel.
7. Possess a high school diploma or equivalent.
8. Possess a valid class "C" State of California driver's license. (On-site personnel only)
9. Pass a background check which includes DMV and criminal.

Collector - The Collector will retrieve coins from all 500 individual and 8 multi space meters, bring it to the office and with the assistance of the Enforcement Officer (dual custody) will transfer the coins from the sealed collection cart to deposit bags and deliver to the bank. This person will complete light cleaning of the meters and ensure they are all in working order. The Collector will perform month end reconciliations with the City of Chula Vista Finance Department on all deposited coins. The Collector will work Monday through Thursday 5am-10am. The Collector is also responsible for staffing the store front in Chula Vista on Tuesdays and Thursdays from 10am-12pm and to be available to the public for questions and appeals.

Appeals Administrator - Due to the high volume of citations issued each month, amount of public inquiries, number of appeals and general questions an Appeals Administrator is required. This employee works Monday – Friday during business hours and is responsible for:

1. Speaking to the majority of the public in fluent Spanish (A very large percent of callers speak only Spanish)
2. Helping public use online payment system
3. Helping public use online appeal system
4. Helping public use pay by phone system
5. Any customer service issues regarding the parking operation including suggestions, complaints, machine failures etc.
6. Collecting and filing all public appeals
7. Determining the outcome of all public appeals
8. Public communication/ customer service during non-store front hours

9. Reporting pay station and meter failures to the enforcement staff for repair
10. Schedules Administrative hearings with the City of Chula Vista
11. Elevates the appeal to management if there are other / elevated circumstances of the appeal for consideration

Conflict Resolution - Contractor will respond to any citizen complaint within 24 hours. Ace will provide an administrator that answers these calls and can ensure issues are addressed and resolved timely.

In-service Personnel Training Provided by Contractor

All Contractor employees that provide service to the City must be trained through the Ace Learning Lot. Training includes but is not limited to expectations on the job, service standards, safety on the job, familiarity with the work site and city codes and the use of Ace Parking's proprietary systems and City systems.

Parking Enforcement Training - After completing orientation, each team member will receive InMotion! On-The-Job Training at their job location. For a minimum of five days, a certified trainer will walk the new employee through their daily roles and responsibilities. In addition, a special safety training, driver training and radio training are conducted for enforcement officers.

Before Enforcement Officers are allowed to work on their own, they must demonstrate to their instructor that they are comfortable and confident with the following tasks:

1. Executing established methods, practices, and procedures associated with parking control and enforcement.
2. Public contact protocol.
3. Procedures and precautions related to safe operation of vehicles and familiarity with California driving laws.
4. Knowledge of assigned patrol areas in the Downtown District.
5. Observe and report any suspicious looking vehicles or activity.
6. Enforce the municipal codes; provides information on parking laws to the public.
7. Enforce mandated Chula Vista Municipal Codes as they pertain to parking and the Downtown District
8. Be able to void incorrect citations and record them appropriately
9. Use a vehicle to patrol and to enforce parking laws and regulations.
10. Make court appearances as required.
11. Report damaged or inoperative traffic control equipment and hazards such as broken sidewalks and pavement, etc.
12. Maintain records and prepare legible reports including logging Daily Activity Reports.
13. Report any irregular or hazardous circumstances to the police station.

14. Explain parking regulations and provides information to the public; makes and keeps records and reports of actions taken in the line of duty.

15. Build and maintain positive working relationships with coworkers, other City employees and the public using principles of good customer service.

Personal Safety Training - Employees undergo a brief personal safety training which teaches employees the following:

1. Never jump in front of a moving vehicle to stop it.
2. Do not stand behind stopped vehicles. They may not be able to see you if they back up.
3. Be aware of your surroundings at all times.
4. Make yourself visible to other drivers.
5. Never stand in the way of traffic.
6. Always wear a reflective vest

Vehicle Safety & Use - Any employee who drives a vehicle for Ace Parking must complete the following training on a one-on-one basis with a certified trainer before starting their job. This training should be conducted throughout an 8-hour shift. Any additional training that a driver receives is at the discretion of the site manager and certified trainer.

The site-specific driver training familiarizes drivers with procedures and safety hazards at each location. There is a vehicle-specific drivers manual, based on the Vehicle Operation Manual. Managers, supervisors, or certified trainers review the manual with the driver before the driver operates a vehicle. In addition, the driver will accompany a manager, supervisor, or certified trainer on a ride along before operating a vehicle.

Defensive Driving Video - The defensive driving video is a generic training video provided by Ace's insurance carriers. It is designed to remind drivers of general defensive driving techniques that they will utilize when operating a company-owned vehicle.

Training Materials – the following training materials will be provided by Ace Parking:

1. Vehicle Operation Manual
2. Vehicle Inspection Report
3. Chubb issued Defensive Driving video
4. Chubb issued Defensive Driving workbook
5. "In the event of an accident" kit

Customer Service Training (Semi-Annual Requirement) - Throughout the year, Ace Parking's Training and Development department visits all locations for mandatory customer service training. Customer service training

is also part of the onboard/orientation procedure. Additionally, many of Ace Parking’s clients have site specific or corporate training programs, which they ask our staff to participate in.

Subcontractor

Ace Parking will subcontract with Duncan Solutions for the following: Handheld Writing Units, Backend Processing Software, and Adjudication software.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin March 1, 2021 and end on June 30, 2022 for completion of all Required Services.

4. Compensation: SELECT ONE OF THE FOLLOWING OPTIONS THEN DELETE ANY OPTION THAT IS NOT APPLICABLE, AS WELL AS THESE INSTRUCTIONS

A. Form of Compensation

Time and Materials. For performance of the Required Services by Contractor/Service Provider as identified in Section 2.B., above, City shall pay Contractor/Service Provider for the productive hours of time spent by Contractor/Service Provider in the performance of the Required Services, at the rates or amounts as indicated below:

Enter Applicable Hourly Rates

B. Reimbursement of Costs

None, the compensation includes all costs

Notwithstanding the foregoing, the maximum amount to be paid to the Contractor/Service Provider for services performed through June 30, 2022 shall not exceed \$250,000.

5. Special Provisions: .

Permitted Sub-Contractor/Service Providers: Duncan Solutions

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for Zero additional terms, defined as a one-year increment or N/A. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to N/A for each extension. The City shall give written notice to Contractor/Service Provider of the City’s election to exercise the extension via the Notice of Exercise of Option to Extend document. Such notice shall be provided at least 30 days prior to the expiration of the term.

None

EXHIBIT B
INSURANCE REQUIREMENTS

Contractor/Service Provider shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input checked="" type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input checked="" type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input checked="" type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	

Other Negotiated Insurance Terms: NONE

EXHIBIT C

CONTRACTOR/SERVICE PROVIDER CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some Contractor/Service Providers, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, Contractor/Service Providers designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor/Service Provider **IS** a corporation or limited liability company and is therefore **EXCLUDED**⁴ from disclosure.

B. Contractor/Service Provider is **NOT** a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES
(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Contractor/Service Provider,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor/Service Provider will provide. Notwithstanding this designation or anything in the Agreement, the Contractor/Service Provider is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the Contractor’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Victor De La Cruz

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).