



# City of Palo Alto

## City Council Staff Report

(ID # 9751)

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**Report Type:** Consent Calendar

**Meeting Date:** 4/1/2019

**Council Priority:** Transportation and Traffic

**Summary Title:** Contract Award to SP Plus for Parking Ambassador Services

**Title:** Approval of Contract Number C19173514 With SP Plus in an Amount Not to Exceed \$900,000 for Ambassador and Valet Parking Services in Palo Alto Garages and Surface Lots

**From:** City Manager

**Lead Department:** Transportation

### **Recommendation:**

Staff recommends that Council approve and authorize the City Manager or his designee to execute contract C19173514 for an amount not to exceed \$900,000 with SP Plus for Parking Ambassador Services for City parking lots and garages over a three-year period.

### **Background:**

City staff is engaged in several parking management programs to improve parking utilization and maximize parking supply, including parking guidance systems (PGS) and parking wayfinding signage. Staff are also bringing forward a scope of work for the creation of a new parking facility at Lot D (Hamilton and Waverley), in addition to the launching of the Palo Alto TMA which will fund transportation programs for Downtown employees.

The ambassador program, if implemented at the two additional garages, may allow up to 150 additional cars to be parked with no increase in capital investment (in addition to the additional 40-50 cars that can be parked in the Alma/High Street garage [Lot R]).

The existing valet-assist program at Lot R has been successful in increasing the number of permitted vehicles parked during the day. On average the program allowed for an additional 50 vehicles to be parked per day between from January through May 2015.

**Discussion:**

In early 2014, Staff began significant efforts to address the City's parking and traffic challenges, particularly in the Downtown core, through a multi-pronged approach. The strategy includes projects to increase parking supply and availability (parking supply measures), improving how the existing parking facilities are utilized and controlled (parking management strategies), and projects to reduce overall traffic demand and encouraging alternatives to driving (transportation demand management strategies). One component of this strategy is more efficient usage of the existing parking capacity, and valet-assist parking is one part of this program.

In February 2014, City Council approved a three-year contract with SP Plus that initiated a one-year trial valet-assist program in the Alma/High Street Garage (Lot R) to facilitate an increase in both the number of cars parked in permit spaces and the number of permits sold at that garage. In February 2015, City Council approved a continuation of that program through FY 2019. The contract with SP Plus was amended to extend the term through February 28, 2019.

The City undertook a solicitation process for a new three-year contract for parking ambassador services, and staff proposes to award the contract to SP Plus. Services of the program High/Alma South Garage (Lot R) would occur immediately, retaining the existing number of available permits, with expansion to Bryant/Lytton (Lot S) and Cowper/Webster Garage (Lot CW) based on occupancy and need. With the expansion of the ambassador program to multiple locations, with ambassadors stationed in three Downtown parking garages during peak business hours 11:00am to 2:00pm, the City would have added capacity for a total of approximately 150 permit parkers Downtown and will be able to provide additional garage permits concurrent with the Downtown Residential Preferential Parking (RPP) program. Extending services to additional lots, including potentially surface lots and garages beyond Downtown, would be based on an as needed basis and would require a contract amendment.

Staff anticipates that the ambassador service could decrease in future years as mitigation efforts reduce parking demand through Transportation Management Association (TMA) initiatives and the proposed construction of a new parking garage.

The existing Lot R program is staffed by three valet attendants, stationed at the third floor of the garage. When the permit spaces at the garage are nearing capacity, the ambassadors use signage to direct permit parkers to park in the drive aisle and leave their key with the ambassador. Prior to beginning the program, Lot R occupancy was at capacity during the midday peak parking hours. The proposed contract allows for phased implementation of the valet-assist program to the Bryant/Lytton Garage and Cowper/Webster.

An ambassador program at the Bryant/Lytton and Cowper/Webster garages would allow for 75

additional vehicles to be parked at each garage, providing capacity for 150 total additional vehicles that may remove vehicles from the Downtown RPP non-resident demand.

Procurement Process

In October 4,2018, the City’s Purchasing Department released a Request for Proposals (RFP) for services including the implementation, support, and related services of a Parking Ambassador Program to continue and enhance the customer experience for valet parking in City parking garages. The due date was 3:00 p.m. November 6, 2018.

The City received one response, submitted by SP Plus. Based on the single proposal, staff selected SP Plus for a commencement of contract negotiations, which were completed on March 4, 2019.

**Resource Impact:**

The Fiscal Year 2019 (FY19) Adopted Operating Budget for University Avenue Parking Permit Fund includes the majority of funding for this program. The remaining funding needed in FY19 can be absorbed by the amount budgeted for valet services during anticipated garage construction, which is now not expected to occur this fiscal year.

The new contract would require staffing each garage with a minimum of one full- or part-time ambassador per week per garage. An additional manager will provide oversight for 10 hours per week for the entire portfolio. The total annual costs for expansion at each garage are as follows:

Location	Hourly Labor Rate	Est. Monthly	No. of Employees	Monthly cost	2019		2020		2021	
					Months	Annual Cost	Months	Annual Cost	Months	Annual Cost
Lot R	\$29.90	151.67	2	\$ 9,070	10	\$ 177,672	12	\$ 108,836	12	\$ 108,836
Lot S	\$29.90	151.67	1	\$ 4,535	10	\$ 54,418	12	\$ 54,418	12	\$ 54,418
Lot CW	\$29.90	151.67	1	\$ 4,535	10	\$ 54,418	12	\$ 54,418	12	\$ 54,418
Manager	\$29.90	43.33	1	\$ 1,296	10	\$ 12,957	12	\$ 15,548	12	\$ 15,548
Additional Services					10	\$ -	12	\$ 65,000	12	\$ 65,000
<b>Total Cost Estimates</b>						<b>\$ 299,465</b>		<b>\$ 298,220</b>		<b>\$ 298,220</b>

Staff will include funding for future fiscal years in the proposed operating budgets for the University Avenue Parking Permit Fund.

With the execution of this contract, services may be expanded to Bryant/Lytton (Lot S) and Cowper/Webster Garage (Lot CW), based on occupancy. If expanded, up to 150 additional permits could be released, resulting in a revenue increase of up to \$112,500 in the University Avenue Parking Permit Fund, depending on the timing of releases.

**Timeline:**

Staff expects to implement the new ambassador program at Lot R on April 1, 2019 and phase implementation to the Bryant/Lytton Garage and Cowper/Webster in late 2019.

**Policy Implications**

Expansion of the ambassador program to other Downtown garages is consistent with the current Comprehensive Plan Goals:

Policy T-45: Provide sufficient parking in the University Avenue/Downtown and California Ave business districts to address long-range needs.

Program T-52: Evaluation options to ensure maximum use of the City parking structures in the University Avenue/Downtown and California Avenue areas.

**Environmental Review:**

The proposed action would implement operational changes at existing garages and is exempt from review under the California Environmental Quality Act (CEQA) under Class One (CEQA Guidelines Section 15301, Existing Facilities) and because it can be seen with certainty that the proposed action to incrementally increase garage capacity via operational changes could not have a significant effect on the environment (CEQA Guidelines Section 15061(b)(3)).

**Attachments:**

**Attachment A: SP Plus Contract - C19173514 (PDF)**

**CITY OF PALO ALTO CONTRACT NO. C19173514  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND  
SP PLUS CORPORATION FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 1<sup>st</sup> day of March, 2019, (“Agreement”) by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and SP PLUS CORPORATION, a Delaware corporation (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to have the CONSULTANT operate the Parking Ambassador Program at multiple public parking facilities in Downtown Palo Alto (“Project”) and desires to engage a consultant to provide services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.** The term of this Agreement shall be from March 1, 2019 through February 28, 2022 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** Provided that the Basic Services do not exceed 30,100 total labor hours, the compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Nine Hundred Thousand Dollars (\$900,000.00) and CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement.

If any regulatory changes, or changes in applicable laws, have a material impact on CONSULTANT’s expenses in performing its obligations under this Agreement, CONSULTANT and CITY agree that the parties will negotiate in good faith equitable adjustments in compensation.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City shall pay invoices within thirty (30) days of receipt. If payment is not made by the CITY to CONSULTANT within said 30-day period, CONSULTANT shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; or (ii) at its option, terminate this Agreement upon 30 days’ prior written notice, without waiving or limiting any of its legal remedies (including the right to recover attorney’s fees and other expenses incurred) which CONSULTANT may pursue to collect the amount owed.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of

similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.** CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

CONSULTANT shall be responsible for directing the work of any subconsultants and for any compensation due to subconsultants. CITY assumes no responsibility whatsoever concerning compensation unless CITY fails to pay CONSULTANT pursuant to the terms herein. CONSULTANT shall be fully responsible to CITY for all acts and omissions of a subconsultant. CONSULTANT shall change or add subconsultants only with the prior approval of the city manager or his designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Victor Alistar to have supervisory responsibility for the performance, progress, and execution of the Services

and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project coordinator, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Mark Hur, Planning & Community Environment Department, Transportation Division, 250 Hamilton Avenue, Palo Alto, CA 94303, Telephone (650) 329-2453. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the

active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: SP Plus Corporation  
Attn: Legal Department  
200 E. Randolph Street, Suite 7700  
Chicago, IL 60601

With a copy to: SP Plus Corporation  
Attn: Jason Johnston  
Senior Vice President  
3470 Wilshire Blvd., Suite 400  
Los Angeles, CA 90010

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed

by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.**

CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.30 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060. In the event that the minimum wage set forth in the Minimum Wage Ordinance shall increase above \$15.00 per hour, then the hourly rate set forth in the HOURLY RATE SCHEDULE set forth in Exhibit “C-1” shall be increased on a dollar-for-dollar basis.

**SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

**SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when

executed by all the parties, constitute a single binding agreement.

**CONTRACT No. C19173514 SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

**SP PLUS CORPORATION**

DocuSigned by:  
*Victor Alistar*  
9F041689E1BB415...  
Victor Alistar

VP of operations

APPROVED AS TO FORM:

DocuSigned by:  
*Jason Johnston*  
8A8FC5471C8D484...  
Jason Johnston

Senior Vice President

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS

## **EXHIBIT “A” SCOPE OF SERVICES**

### **Project Description**

CITY is contracting with CONSULTANT to operate the Parking Ambassador Program at multiple public parking facilities in Downtown Palo Alto. CONSULTANT has sufficient experience and knowledge in parking lot operations and was selected through a Request for Proposal selection process as the preferred CONSULTANT for this project.

### **Parking Ambassador Program**

CONSULTANT will be required to staff a parking facility initially between 9:00 AM and 5:30 PM and guide vehicles with valid Permits issued by CITY to available open parking spaces. As standard marked parking spaces reach capacity CONSULTANT will then be required to guide motorists to parking locations within the drive aisles of the parking garage, issue a Claim Ticket, and take possession of the vehicle until the motorist returns to claim their vehicle. As motorists exit the garage through the course of the day CONSULTANT will be required to move vehicles that block vehicles parked in standard marked spaces and move vehicles parking in the drive aisle in the standard parking marked spaces.

CONSULTANT will be required to furnish all signage, kiosks, claim tickets, and lock boxes for vehicle keys, and provide an after-hours contact number for the CONSULTANT so that motorists may contact CONSULTANT to claim their keys during business hours (9:00 AM to 5:30 PM) on weekdays. After the first 90 days of service (referred to as the “initial 90-day monitoring period”), CONSULTANT will attend a meeting with CITY to discuss the program and provide City with a permit utilization report including a detailed expansion plan to Lot S and Lot CW. CITY will evaluate capacity and permit demand, prior to expansion approval.

### **Project Term**

CONSULTANT will operate every parking facility identified by the CITY using a minimum of two parking ambassadors. CITY shall provide monthly assessments of the program to evaluate the parking ambassador program and CONSULTANT’s operations and performance.

### **Technical Specifications**

CITY sells 68% additional permits over the available Permit parking supply as usage of the permits varies by season. CONSULTANT will be required to maintain daily reports on the number of vehicles parked within aisles and actively managed by the parking ambassador, time period at which aisle parking begins and relief is observed allowing the parking ambassador to move vehicles back into standard permit parking spaces. CONSULTANT will provide CITY with a report summarizing parking patters. Based on CONSULTANT report, CITY will release additional permits to maximize the parking ambassador program. The parking of vehicles in aisles of the garage will only be permitted with the floors where permit parking is provided.

### Lot R Operations

CONSULTANT will be required to staff the Lot R parking garage initially between 8:00AM and 6:00PM and guide vehicles with valid Permits issued by CITY to available open parking spaces. As standard marked parking spaces reach capacity CONSULTANT will then be required to guide motorists to parking locations within the driving aisles of the parking garages, issue a Claim Ticket, and take possession of the vehicle until the motorist returns to claim their vehicle. As motorists exit the garage through the course of the day CONSULTANT will be required to move vehicles that block vehicles parked in standard marked spaces and move vehicles parking in the drive aisle into the standard parking marked spaces. .

### Program Expansion

After the initial 90-day monitoring period, CITY may identify Lot S and/or or Lot CW for expansion of the parking ambassador program. Upon direction from CITY to expand the program to an additional lot, CONSULTANT as part of its start-up operations shall prepare a detailed report by CONSULTANT highlighting recommended signage standards, location of signage, any marking improvements. The report shall be submitted to CITY for review and approval a minimum of six weeks prior to the commencement of the parking ambassador operations. CONSULTANT will provide all necessary equipment and supplies for the operations. The report shall also include Standard Operating Procedures (SOPs) on key operations to be defined by CONSULTANT, including but not limited to:

- Parking Ambassador Program Procedures
  - Start of Work Day
  - Break/Lunch
  - Vehicle Check In
  - Key Return and Owner Validation
  - Key Storage and Late Return
  - Vehicle Storage and Security
  - Damaged Vehicle Process
- Facility Security Watch
  - Report Suspicious Activity/Incidents/Safety Issues
- Cleanliness
  - Perform Light Maintenance
  - Report Property Damage or Vandalism
- Customer Assistance
  - Provide General Assistance with Directions and Support
  - Become Familiar with Transportation Hubs, Downtown Streets, Shopping and Restaurant Options
  - Troubleshoot Technical Issues on Paystations (Where Applicable)
  - Answer Questions Regarding Parking Restrictions and Fees
  - Recommend Long-Term Parking (Annual) Permits
  - Redirect Vehicles to Another Lot with Available Capacity

CONSULTANT shall adhere to the Standard Operating Procedures as approved by CITY.

CONSULTANT shall also be responsible for procurement of kiosks used by parking attendant, lock boxes, and valet tickets, which shall be reimbursed as a Start Up Cost.

Technical details regarding garages provided below.

**Table 1**  
**Potential Downtown University Avenue Business District Parking Garages**

Name	Previous ID	New ID	Spaces
Cowper/Webster Garage	CW	A	589
Bryant/Lytton Garage	S	B	688
Civic Center Garage	CC	C	692
*High/Alma South Garage	R	E	211

\*Active valet program

**Table 2**  
**Potential California Avenue Business District Parking Garages/Lots**

Name	ID	Spaces
Cambridge/Park Lot	1	27
Cambridge/Birch Lot	2	28
Ted Thompson Garage	3	89
Cambridge/Birch Lot	4	28
Cambridge Garage	5	160
Sherman/Park Lot	6	186
Sherman/Birch Lot	7	186
Sherman/Ash Lot	8	147
Birch/Cambridge Lot	9	28
*Sherman/Birch	N/A	326

\*New parking garage will replace Lot 6 and 7 in 2020

### Additional Requirements and Restrictions

- CONSULTANT shall provide special event parking services with four (4) weeks advance notice from CITY.
- CONSULTANT shall provide multi-part claim checks to persons parking in the parking facilities and follow standard operating processes outlined in the Standard Operating Procedures report.
- CONSULTANT shall provide all necessary equipment and supplies for operations.
- Use of parking ambassador program shall be free to the public.
- CONSULTANT is responsible for all auto damage while in possession of a customer's vehicle.
- CONSULTANT will file an accident report and respond to claimant within three (3) days of incident.
- All damage claims must be reported to the CITY including the responsible ambassador and outcome of the claim.
- CONSULTANT shall notify customers (i.e., on signage and on claim checks issued to customers) that customers must report any damage claims to a parking ambassador prior to exiting the garage.
- CONSULTANT will not be responsible for citing any vehicles that exceed the set time restrictions.
- No free parking permits shall be provided to CONSULTANT or its staff. CONSULTANT must supply own parking or promote public transportation.

**EXHIBIT “B”  
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services as specified in Exhibit “A” Scope of Services in accordance with a schedule to be determined by CITY.

## **EXHIBIT "C" COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule attached as Exhibit C-1.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). If any regulatory changes, or changes in applicable laws, have a material impact on CONSULTANT's expenses in performing its obligations under this Agreement, CONSULTANT and CITY agree that the parties will negotiate in good faith equitable adjustments in compensation.

### **REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: None

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense shall be approved in advance by the CITY's project manager.

### **ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY's project manager's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT's proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY's Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

**EXHIBIT “C-1”  
SCHEDULE OF RATES**

CONSULTANT shall be paid hourly for each ambassador or manager providing the Parking Ambassador Program services at CITY parking facilities. Table below includes the payment compensation schedule for the program including pre-defined pricing for expanding services. The compensation table will define the base project fees for the term of the contract.

Location	Hourly Labor Rate	Est. Monthly	No. of Employees	Monthly cost	2019		2020		2021	
					Months	Annual Cost	Months	Annual Cost	Months	Annual Cost
Lot R	\$29.90	151.67	2	\$ 9,070	10	\$ 177,672	12	\$ 108,836	12	\$ 108,836
Lot S	\$29.90	151.67	1	\$ 4,535	10	\$ 54,418	12	\$ 54,418	12	\$ 54,418
Lot CW	\$29.90	151.67	1	\$ 4,535	10	\$ 54,418	12	\$ 54,418	12	\$ 54,418
Manager	\$29.90	43.33	1	\$ 1,296	10	\$ 12,957	12	\$ 15,548	12	\$ 15,548
Additional Services					10	\$ -	12	\$ 65,000	12	\$ 65,000
<b>Total Cost Estimates</b>						<b>\$ 299,465</b>		<b>\$ 298,220</b>		<b>\$ 298,220</b>

## EXHIBIT “D” INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES		\$1,000,000
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING EMAIL: [chris.anastole@Cityofpaloalto.org](mailto:chris.anastole@Cityofpaloalto.org)

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY

SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL ENDEAVOR TO PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL ENDEAVOR TO PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:**

<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>

**OR**

[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)

## Certificate Of Completion

Envelope Id: 04BDBFAFC810416A9F9E07695A025E03	Status: Completed
Subject: Please DocuSign: C19173514 SP Plus contract for garage management - Transportation (2) Final.docx	
Source Envelope:	
Document Pages: 20	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 12.220.157.20

## Record Tracking

Status: Original	Holder: Christopher Anastole	Location: DocuSign
3/1/2019 8:31:01 AM	chris.anastole@cityofpaloalto.org	
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

## Signer Events

Victor Alistar  
valistar@spplus.com  
VP of Operations  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
9F041689E1BB415...  
Signature Adoption: Pre-selected Style  
Using IP Address: 99.64.152.217

## Timestamp

Sent: 3/1/2019 8:41:50 AM  
Viewed: 3/1/2019 9:23:57 AM  
Signed: 3/1/2019 2:12:14 PM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jason Johnston  
jjohnston@spplus.com  
Senior Vice President  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
8A8FC5471C8D484...  
Signature Adoption: Pre-selected Style  
Using IP Address: 174.194.33.124  
Signed using mobile

Sent: 3/1/2019 2:12:17 PM  
Resent: 3/1/2019 5:23:47 PM  
Viewed: 3/2/2019 3:51:41 AM  
Signed: 3/2/2019 3:52:12 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Mark Hur  
Mark.Hur@CityofPaloAlto.org  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
  
202B5DE73D82497...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.220.157.20

Sent: 3/2/2019 3:52:15 AM  
Viewed: 3/4/2019 11:16:10 AM  
Signed: 3/4/2019 11:18:48 AM  
Freeform Signing

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

Carbon Copy Events	Status	Timestamp
Madina Klicheva Madina.Klicheva@CityofPaloAlto.org Administrative Associate II City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/2/2019 3:52:14 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/2/2019 3:52:15 AM
Certified Delivered	Security Checked	3/4/2019 11:16:11 AM
Signing Complete	Security Checked	3/4/2019 11:18:48 AM
Completed	Security Checked	3/4/2019 11:18:48 AM

Payment Events	Status	Timestamps
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