

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT (“AGREEMENT”) is entered into on October 1, 2025 (“Effective Date”) by and between the CITY OF POMONA (“the CITY”) and LAZ Parking California LLC, a Limited Liability Company (“CONSULTANT”), with its primary business location at 949 South Coast Drive Suite #515 Costa Mesa, CA 92887. The CITY and CONSULTANT may be individually referred to herein as the Party and collectively as the Parties.

RECITALS

WHEREAS, the CITY desires to engage CONSULTANT to provide parking enforcement services for the City Of Pomona (the “Project”);

WHEREAS, CONSULTANT is willing to perform the services defined herein for the Project; and

WHEREAS, CONSULTANT represents that the principal representative stated below is authorized to act as such on behalf of CONSULTANT.

NOW, THEREFORE, the Parties agree as follows:

1. TERM. This AGREEMENT is entered into on the effective date and shall for an initial term of three (3) years, and two (2), one (1) year extensions, in accordance with the City’s Municipal Code. An amendment to extend the term of this AGREEMENT shall require a written amendment fully executed by the Parties at least 30 days prior the date the AGREEMENT expires.

2. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE. The representatives of the Parties who are primarily responsible for the administration and performance of the AGREEMENT, and to whom formal notice, demands and communications must be given, are as follows:

A. The principal representative of the CITY is:

Mike Ellis, Chief of Police
City of Pomona
Police Department
490 W.Mission Blvd.
Pomona, CA 91766
(909) 620-2141

B. The principal representative of the CONSULTANT is:

Dane Nielsen, Regional Vice President
LAZ Parking
949 South Coast Drive #515
Costa Mesa, CA 92626

- C. Formal notices, demands and communications to be given hereunder by either party must be made in writing and effected by personal delivery or by mail. Formal notices and demands sent by E-mail or facsimile are not valid.
- D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five calendar days of said change.

3. RETENTION. The CITY retains CONSULTANT to provide parking enforcement services in accordance with this AGREEMENT. CONSULTANT agrees to render such services on the terms and conditions stated herein.

4. SCOPE OF SERVICES. The scope of services to be provided is set forth in the attached Scope of Services, which is made Exhibit "A" to this AGREEMENT.

5. COMPENSATION. The CITY agrees to pay CONSULTANT for the services set forth in the aforementioned Scope of Services.

A. CONSULTANT agrees that the fees for services may not exceed the authorized amount of \$436,031 for Year 1, as set forth in Exhibit "B," attached hereto, unless the CITY has given specific advance approval in writing. The costs for Year 2 and Year 3, \$443,859 and \$457,175, respectively, reflect a proposed 3% Cost of Living Adjustment (COLA), consistent with the average Consumer Price Index (CPI) for the Los Angeles, Orange, and Riverside County areas.

B. Within 30 days of receipt of invoices, the CITY will pay undisputed invoice balances. Within 30 days of receipt of invoices the CITY will notify CONSULTANT of any disputed amount.

C. Withholding Compensation.

- 1. After the CITY gives CONSULTANT a notice of a performance deficiency, including a time for correcting deficient performance, the CITY may, at its sole option, withhold compensation for nonperformance when CONTRACTOR fails to correct performance deficiencies.
- 2. Ongoing or recurring deficiencies are considered separate non-performance events each time CONSULTANT fails to correct deficiencies, after which each day is an additional occurrence subject to withholding of compensation.

6. INDEPENDENT CONTRACTOR.

A. CONSULTANT is an independent contractor. As such, CONSULTANT has no power or authority to incur any debt, obligation or liability on behalf of the CITY, unless such authority is expressly conferred under this AGREEMENT. Further, CONSULTANT is not entitled to any benefit typically associated with an employee such

as medical, sick leave, retirement, or vacation benefit. CONSULTANT expressly waives any claim to any such right.

B. The personnel performing services under this AGREEMENT on behalf of CONSULTANT will, at all-times be under CONSULTANT's exclusive direction and control. Neither the CITY, nor any of its employees, have any control over the manner, mode, or means by which CONSULTANT, its agents, or its employees, perform the services required herein, except as otherwise stated in this AGREEMENT. The CITY has no voice in the selection, discharge, supervision or control of CONSULTANT's employees, representatives, or agents, or in fixing their number, compensation, or hours of service.

C. CONSULTANT will perform services under this AGREEMENT as an independent contractor and will, at all times, remain a wholly independent contractor. The CITY does not, in any way or for any purpose, become, nor may it be deemed a partner of CONSULTANT in the latter's business or otherwise a joint venture or member of any joint enterprise with CONSULTANT.

6. ECONOMIC INTEREST STATEMENT. CONSULTANT hereby acknowledges that, in accordance with Government Code Section 87300 and the Conflict of Interest Code adopted by the CITY hereunder, CONSULTANT is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work. The extent of CONSULTANT's disclosure requirements is set forth in the Written Determination of the City Manager of the CITY, attached hereto as Exhibit "C."

7. PERS INDEMNITY.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement do not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution or employee contributions for PERS benefits.

C. CONSULTANT is solely responsible for compliance with PERS restrictions applicable to any of CONSULTANT's employees, agents, or subcontractors.

8. INDEMNITY AND INSURANCE.

A. INDEMNITY. CONSULTANT hereby agrees to protect, indemnify and hold the CITY and its employees, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgment, interests, court costs, legal fees, expert costs, expert fees and all other expenses incurred by the CITY to the maximum extent allowed by law arising in favor of any party, including claims, liens, debts, personal injuries including employees of the CITY, death or damages injuries, including employees of the CITY, death or damages to property (including property of the CITY) and without limitation by enumeration, all other claims or demands of every character occurring or arising directly out of or as a consequence of the performance of the work performed hereunder, except only such injury to persons or damage to property due or claimed to be due to the sole negligence of the CITY. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the CITY or to enlarge in any way the CONSULTANT's liability but is intended solely to provide for indemnification of the CITY for liability for damages or injuries to third persons or property arising from CONSULTANT's negligent performance hereunder.

B. INSURANCE. CONSULTANT will procure and maintain at all times during the term of this AGREEMENT insurance as set forth in Exhibit "D" attached hereto.

9. PREVAILING WAGE LAW. CONSULTANT is aware of the requirements of California Labor Code Section 1720, et seq. and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing-wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, CONSULTANT agrees to fully comply with such Prevailing Wage Laws. Moreover, as required by Labor Code 1860, CONSULTANT shall secure the payment of compensation to CONSULTANT's employees in accordance with the provisions of Labor Code Section 3700. CONSULTANT shall obtain a copy of the prevailing rates of per diem wages at the commencement of the Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at CONSULTANT's principal place of business and at the project site. CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

REGISTRATION. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then under Labor Sections 1725.5 and 1771.1, the CONSULTANT and all sub consultants must be registered with the Department of Industrial Relations, CONSULTANT shall maintain registration for the duration of the project and require the same of any sub consultants, and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONSULTANT's sole

responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.1 and 1771.1.

10. OWNERSHIP OF WORK PRODUCT. All reports, documents, or other written material developed by CONSULTANT in the performance of this AGREEMENT are and remain the property of the CITY without restriction or limitation on their use or dissemination by the CITY. Such material may not be the subject of a copyright application by CONSULTANT. Any re-use by CITY of any such materials on any project other than the project for which they were prepared is at the sole risk of CITY unless CITY compensates CONSULTANT for such use.

11. CONFIDENTIALITY. Employees of CONSULTANT, in the course of their duties, might have access to financial, accounting, statistical, and personnel data of private individuals and employees of the CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this AGREEMENT are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by the CITY. The CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to the CITY upon the termination of this AGREEMENT. CONSULTANT's covenant under this Section survives the termination of this AGREEMENT.

12. TERMINATION FOR CONVENIENCE. The CITY may terminate this AGREEMENT at any time without cause by giving 30 calendar days written notice to CONSULTANT of such termination and specifying the effective date thereof. If this AGREEMENT is terminated as provided herein, CONSULTANT will be paid only the total amount equal to the service that CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT or the value of services provided as of date of termination. CONSULTANT may terminate this AGREEMENT at any time without cause by giving 60 calendar days written notice to CITY of such termination.

13. TERMINATION FOR CAUSE. If for any reason, CONSULTANT fails to fulfill in a timely and proper manner its obligation under this AGREEMENT, or if CONSULTANT violates any of the covenants or stipulations of this AGREEMENT, the CITY then has the right to terminate this AGREEMENT by giving a five-calendar-day written notice to CONSULTANT. The notice must refer to this clause, specify the nature of the alleged default, and specify the effective date of the termination. CONSULTANT will be paid a total amount equal to the service CONSULTANT has provided, to the CITY's satisfaction, as determined solely by the CITY, as of the termination date. In no event may the amount payable upon termination exceed the total maximum compensation provided in this AGREEMENT.

14. ASSIGNMENT AND SUBCONTRACTING. Neither party may assign or subcontract the rights or responsibilities under this AGREEMENT without the express, written consent of the other party, which may be withheld for any reason or for no reason.

15. STANDARD. CONSULTANT agrees that the services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. CONSULTANT will re-perform any of said services that are not in conformity with industry standards, as determined solely by the CITY. CONSULTANT will be relieved of its obligation to re-perform said services if the CITY does not notify CONSULTANT within 180 days after the completion of the non-conforming service.

16. RESOLUTION OF DISPUTES.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT must, to the extent reasonably feasible, be resolved through good faith negotiations between the Parties.

B. If any action, at law or in equity, is brought to enforce or to interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to recover reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

17. FORCE MAJEURE. The respective duties and obligations of the Parties hereunder are suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

18. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this AGREEMENT, CONSULTANT may not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. CONSULTANT will take affirmative action to ensure that subcontractors and applicants are employed without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

19. SEVERABILITY. If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions nevertheless continue in full force and effect without being impaired or invalidated in anyway.

20. RESERVED.

21. GOVERNING LAW. This AGREEMENT is governed by and must be construed in accordance with laws of the State of California. In the event of litigation between the parties, venue of state trial courts lies exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue lies in the Central District of California.

22. COMPLIANCE WITH LAWS.

A. CONSULTANT shall keep informed of, and comply with, State, Federal, and local laws, ordinances, codes, and regulations that in any manner affect the CONSULTANT's performance of this AGREEMENT. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations.

B. CONSULTANT shall obtain a CITY Business License prior to commencing performance under this AGREEMENT.

C. If CONSULTANT is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to the California Corporations Code.

D. The CITY, its officers, and employees, shall not be liable at law or in equity occasioned by CONSULTANT's failure to comply with this Section.

23. NON-WAIVER. The CITY's waiver of any breach of any provision of this AGREEMENT shall not be deemed a waiver of any other provision of this AGREEMENT, and shall not be deemed a waiver of any subsequent breach of the same provision or any other provision. The CITY's payment to CONSULTANT shall not constitute a waiver of any breach or default which may then exist on the part of the CONSULTANT. The CITY's payment to CONSULTANT shall not impair or prejudice any right or remedy available to the CITY with regarding to such breach or default.

24. ENTIRE AGREEMENT. This AGREEMENT, together with Exhibits "A," "B," "C" and "D" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this AGREEMENT acknowledges that no representation by any party, which is not embodied herein, nor any other agreement statement or promise not contained in this AGREEMENT shall be valid and binding. Any modification of the AGREEMENT shall be effective only if it is in writing and signed by all Parties.

[SIGNATURES ON FOLLOWING PAGE]

ATTACHMENT NO. 2

IN WITNESS WHEREOF this Agreement is entered into by the Parties hereto on the dates set forth below.

CITY OF POMONA By: _____ Anita D. Scott, City Manager Date: _____	CONSULTANT By: _____ Print: _____ Its: _____ Date: _____
ATTEST _____ Rosalia Butler, City Clerk	
APPROVED AS TO FORM: _____ By: Deputy City Attorney	

Approved by City Council on

EXHIBIT “A”
SCOPE OF SERVICES

The provided service by the awarded Contractor will enforce parking regulations as outlined in the Pomona Municipal Code and California Vehicle Code. The primary requested service is enforcement related to the City's contracted street sweeping operation. As of July 1st, the street sweeping services will be a Monday through Friday operation. The routes are subject to change with weekly total curb miles of approximately 376.50, subject to future changes. The City of Pomona conducts street sweeping Monday through Friday during various times. The City of Pomona's contractor typically utilizes typically three (3) street sweeper vehicles (which may increase to four as necessary) to staff the routes where parking violations are prevalent. We are looking for the contractor to determine the appropriate number of personnel to enforce the street sweepers during the hours of 0700 to 1530 hours (8 hours). Dates and times are subject to change.

Monday to Friday

5 am- 7am posting

8 am-12 pm posting

11am-3 pm posting.

The City typically does not sweep on the 5th week of any month. As noted above, hours are subject to revision.

In the future the City of Pomona may request the following additional services:

- Residential permit parking district enforcement
- Parking meter enforcement
- General Citywide parking enforcement
- Other parking enforcement services as assigned by the Pomona Police Department

A. IMPLEMENTATION

The awarded Contractor shall perform the following tasks at minimum:

1. Implement parking control enforcement services of street sweeping routes.
2. Adhere to the street sweeping routes provided by the City of Pomona Police Department throughout the term of the contract.
3. Appropriately staff all routes and provide personnel for all services listed within the RFP document, including supervision. Additional services may include traffic control as necessary on either an emergency or pre-planned basis.
4. Pomona Police Department Staff shall have the right to modify, reduce, or remove the number of parking enforcement schedules, routes, frequency, phases, standards, and specific days of parking control enforcement services.

5. Pomona Police Department Staff shall have the right to remove contracted personnel with prior notice to the awarded Contractor.

B. PERFORMANCE ON SCHEDULE

The City shall provide work schedules to the Contractor which will follow the City's established service schedules. The Contractor shall be provided the opportunity to discuss schedule adjustments if needed to meet special circumstances. The City shall make all final decisions regarding Contractor schedule adjustments based on feasibility and efficiency of completing the goal of parking control enforcement during the contracted service schedule.

C. WORK ASSIGNMENTS AND SCHEDULE

The Contractor shall submit a written route schedule to the City designated Project Manager or designee within fifteen (15) days of the effective date of an executed agreement. This schedule shall clearly identify the tasks required by this agreement and the days they are scheduled to be performed in each particular area. Contractor shall have the option to review and propose schedule adjustments to the City for review in an effort to improve parking control program efficiency. If it is necessary to make periodic revisions to this schedule, a modified schedule must be submitted for review to the Project Manager or designee for approval prior to the date the changes are to take effect, but not less than 48-hours. Otherwise, it is intended that the Contractor will develop a permanent schedule utilizing the information provided by the City, which will allow the City to monitor the Contractor's progress. The Contractor shall be able to enforce designated sections of the Pomona Municipal Code and California Vehicle Code as authorized by the Pomona Chief of Police. Contract employees shall be required to appear and testify at court and confer with the City Attorney's office regarding citation appeals, when necessary. The Contractor shall adjust their schedule to compensate for all holidays and rainy days. The designated Contractor holidays for this Agreement shall be New Year's Day (January 1st), Martin Luther King, Jr. Day (3rd Monday in January), Presidents' Day (3rd Monday in February), Memorial Day (last Monday in May), Independence Day (July 4th), Labor Day (1st Monday in September), Veteran's Day (November 11th), Thanksgiving Day (4th Thursday in November), Day After Thanksgiving (Friday after Thanksgiving), and Christmas Day (December 25th) or as designated by the City. Should the City activate specialized enforcement services, the City may need enforcement personnel on these holidays. Advance notice will be provided to the Contractor.

D. CONTRACTOR PERSONNEL

1. The Contractor shall furnish the necessary enforcement personnel for each street sweeper vehicle, including one (1) supervisor. Hours will be determined based on the needs of the City. The City of Pomona shall have final discretion in approving changes to work hours and assignments or areas.
2. A list identifying the names of all Contractor parking enforcement personnel shall be provided to the City Project Manager or designee.
3. Each of the Contractor's employees performing work pursuant to this Request For Proposal (RFP) shall:
 - a. Have ability to read, write legibly, speak and comprehend the English language.

- b. Be trained and bonded, and a minimum of twenty-one (21) years of age.
 - c. Be capable of performing assigned duties.
 - d. Can pass a background check, as approved by the Project Manager, that shall include a review of the employee's criminal history. This review will inform the City of any crimes committed that would pose a liability for the City, including crimes of violence. Convictions for traffic violations shall be assessed based on their severity, frequency, and timeframe. The City of Pomona reserves the right to mandate removal of any contractor's employees found unacceptable to the City for any reason.
 - e. Possess a High School Diploma or its equivalent.
 - f. Be well groomed at all times, and at a minimum, be in compliance with the Pomona Police Department's policies related to grooming standards and tattoos while on duty.
 - g. Complete a minimum of twenty (20) hours of training on the City's parking citation forms and procedures including, but not limited to: use of necessary equipment, vehicle operations, traffic control procedure, etc.
 - h. Training in basic customer service including, but not limited to conflict resolution, cultural diversity, challenging customer interactions, etc.
 - i. Training on relevant federal, state and local laws, regulations, rules, policies, guidelines and procedures. Additional training may be required as determined by City staff.
- 4. The Contractor shall have the ability to utilize new equipment as it is developed in the future, such as handheld ticketing devices, parking meter stations, LPR technology, etc.
 - 5. The Contractor shall be properly licensed and all of the contractors' personnel assigned to field operations. Regardless of certification, no parking control checkers or supervisors shall carry or be armed with any firearm, impact weapon or electronic control device while performing their duties under this agreement. All employees assigned by the Contractor shall have a valid California driver's license and remain in good standing with the California Department of Motor Vehicles.
 - 6. The Contractor must provide a field supervisor during daytime working hours to supervise all contractor enforcement employees on duty. This field supervisor may also perform ancillary duties as a parking enforcement checker but shall not fill in for an absent employee or perform duties that would hinder their ability to supervise personnel in the field. The field supervisor shall have substantial expertise and experience in parking enforcement duties. The supervisor shall be the primary contact between the city and Contractor on matters relating to the enforcement services provided through this RFP.
 - 7. The Supervisor shall be the primary daily operations contact to the City and shall also perform the following:
 - a. Respond to citizen complaints and provide the City's designee with a copy of the complaint and the resolution. Or, in the event an investigation is required, the Supervisor shall take the necessary steps to resolve the complaint and the date a resolution can be expected.
 - b. Contact the City designee at least once each day to discuss and clarify operational assignments and receive any special instructions.

- c. Ensure that contractor personnel perform the duties required by the RFP.
 - d. Prepare and submit all citation amendments, monthly progress reports and status reports. This shall be required by the City designee.
 - e. Assist with parking citations adjudication process if requested by the City designated Project Manager.
 - f. Meet with the City's Project Manager as requested by the City, as needed.
8. The Contractor shall be required to designate a second level supervisor. This person shall have the authority over the personnel and shall be a member of the Contractor's management staff with authority to represent the contractor on policy matters.
9. The Contractor shall provide and pay for all uniforms for contract personnel assigned to work in the field.
- a. Uniform specifications shall include a professional appearance and have a photograph or diagram and written description of the uniforms for male and female parking enforcement personnel and include marking(s), shirt sleeves length (short or long), shoe type, the color of shirts, pants, jacket(s) and any other relative information. The Pomona Police Department's Traffic Division Lieutenant or his designee shall review and approve all uniforms and insignias.
10. If the Contractor finds it necessary to utilize substitute personnel to cover personnel who call in sick or take time-off, the substitute personnel shall be equal in qualifications and training to the regularly scheduled personnel and billed at the same rate. Project Manager will be notified as substitutions occur.
11. The City designee shall conduct the final review of all contract employees prior to being assigned to perform parking enforcement services within the City of Pomona. The Chief of Police or his designee has the ultimate authority and discretion in the hiring and termination of personnel working on this contract. The Chief of Police or his designee may remove contract personnel, upon telephone communications to the Contractor.

E. WAGE REQUIREMENT

The City is searching for the highest quality parking enforcement services available with proven low employee turnover rate. In order to attain this goal, it is necessary to set a minimum hourly rate for the Parking Enforcement Checkers of \$22.00 per hour and a minimum hourly rate of \$28.00 per hour for the Supervisor. Having a wage requirement will ensure an experienced and qualified pool of applicants. It will also serve to decrease turnover, improve service quality, and generate a positive impact for the public by having a stable staff. Additionally, a wage requirement will encourage Contractors to compete based on quality rather than labor costs.

F. PARKING CITATION BOOKS

The City will issue Electronic Ticketing Devices to the Contractor containing individually numbered citations. The Contractor shall be held accountable for the disposition of all electronic devices, E-Cite paper rolls, books, citations and for stolen or lost citations. The loss of a book of ticketing device will result in a charge against the Contractor by the City of at least

\$2,500. Such charges may be increased and the city will provide notification to the Contractor prior to action taking place.

G. CITATION PROCESSING

The Contractor shall submit "E-Ticket" citations issued by their employees to the City's designated citation processing center in a timely manner. In the event of an error on a citation or when a citation is deemed by the Traffic Lieutenant or City designee to have been issued inappropriately, the Contractor shall bear the processing cost of said citation to include amendments, fees for data entry, administrative hearings costs, court filing fees, dismissal, notices, removal of DMV holds, etc. This provision shall not apply to citations dismissed in the Interest of Justice or those citations that are issued in good faith but are dismissed due to circumstances that are not within the control of the Contractor.

H. WORKING HOURS

The City of Pomona conducts street sweeping four-weeks per month from Monday through Friday with varying hours. From Monday to Friday, the City's contractor typically utilizes three (3) street sweeper vehicles (and possibly up to four) to staff the routes where parking violations are prevalent. We are looking for the contractor to determine the appropriate personnel (anticipated to be from three (3) to up to five (5) enforcement personnel (not including Supervisory staff) to follow the street sweepers from Monday to Friday during the hours of 0700 to 1530 hours (8 hours with 30-minute unpaid lunch). Dates and times are subject to change.

I. PARKING CONTROL ENFORCEMENT SERVICES EQUIPMENT

The awarded Contractor shall use vehicles or any relief/substitute vehicles following the tasks at minimum:

1. Provide vehicles, in good repair, for use by the Contractor's employee while out on field duty. These units must be suitable for parking control and enforcement. The Contractor shall be responsible for all operating expenses, maintenance and insurance for each vehicle. The enforcement vehicles shall be exclusively assigned to this contract.
2. All Vehicles are to be no more than three (3) years in age, unless otherwise approved by the City designee. All vehicles are to be kept clean, in good repair and in good appearance.
3. The Contractor shall provide a listing of all parking control enforcement vehicles or any relief/substitute vehicle identifying:
 - a. Make, model, and year
 - b. Company identification unit number
 - c. California license number
 - d. Company vehicle colors
4. All vehicles are to be inspected by the California Highway Patrol with inspection certificates given to the Pomona Police Traffic Bureau Lieutenant.
5. The vehicles shall be equipped with:

- a. Fixed and permanent amber/White LED warning lightbar, and all safety equipment is to be paid for and furnished by the Contractor.
- b. Two (2) sets of road trouble fluorescent triangles, one case of flares that are thirty minutes in duration (30) and ten (10) traffic safety cones that are 28 inches in height with a fluorescent reflective collar.
- c. Other safety devices, which may be reasonably required by the City

The Contractor shall provide instant communication access via a cellular phone/radio to all personnel while performing their duties.

J. FUELING OF PARKING CONTROL ENFORCEMENT VEHICLES

The Contractor shall be responsible for fueling each parking control enforcement vehicle and shall be ready to conduct enforcement activities at all scheduled times.

K. REQUIRED CONTRACTOR IDENTIFICATION SIGNAGE

City of Pomona authorized Contractors will be required to have identification signage on all vehicles at all times while conducting business in an official capacity for the City. Such signage shall be of a professional manner and maintained neat in appearance, free of graffiti, easily identifiable and in sound condition. All costs associated with the fabrication of such signage shall be borne by the Contractor. Such signage design shall be pre-approved by the Traffic Bureau Lieutenant prior to production.

Signage type and material shall be plastic with magnetic backing, painted signage on vehicle or similar. Taped vehicle signage is not permitted.

Such signage shall state Authorized Contractor, Pomona Police Department, name of Contractor and Contractor telephone number or other required City designated language and markings.

Signage Letter Minimum Size shall be two inches for Authorized Contractor, Pomona Police Department. A minimum of one-inch height will be required for all other information.

L. GLOBAL POSITIONING SYSTEM (GPS)

It is highly desirable for the Contractor to provide a GPS system in all parking control enforcement vehicles used in the City that enables the monitoring of the parking control enforcement vehicle locations at all times via computer. The system should provide the ability to monitor the day-to-day operation of the parking control enforcement vehicle including its current location, streets covered, times and total miles driven. If provided, the City and Contractor shall be enabled to view this information via computer at all times and GPS reports shall be made available at the request of the City.

M. PERFORMANCE DURING INCLEMENT WEATHER

1. The City shall determine when the parking control enforcement operations should cease due to inclement weather or other reasons and will notify the Contractor immediately once that decision is made.

2. During the periods when inclement weather hinders normal operations, the Contractor shall adjust his/her work force in order to accomplish those activities that are not affected by weather.
3. Failure to adjust the work force as directed by the City shall result in deduction of payments to reflect only the work actually authorized and accomplished.

N. INSPECTIONS

The Chief of Police or his designee shall regularly inspect the parking enforcement routes and other areas subject to this Agreement to ensure that the work is being, and has been, performed in accordance with the terms identified in this agreement. All work found in such inspections not conforming to the applicable requirements shall be corrected by the Contractor and the City shall have the right to withhold payment to the Contractor until the work is corrected.

O. PROTECTION OF THE PUBLIC AND DAMAGES TO EXISTING STRUCTURES

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor.
2. The Contractor shall not permit placing or use equipment in such a manner as to block vehicle traffic lanes or create safety hazards unless engaged in traffic control operations authorized by the City. In such cases, the Contractor shall only use vehicles or equipment in a safe manner as prescribed by the training required by this contract. The Contractor shall be responsible for the use of all appropriate warning traffic safety devices when deemed necessary.
3. Methods proposed by the Contractor and approved by the City shall not harm, deface or damage City streets, street trees, sidewalks or street curbs. In the event that damage to the City's right-of-way has occurred in the course of work, the Contractor shall be solely responsible for its repair or replacement.

P. SPECIFICATIONS

Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work, shall be performed by the Contractor as if described in the specifications.

Q. CUSTOMER SERVICE

The Contractor shall provide service, which is accessible, courteous, responsive, timely, equitable and given in the spirit of professionalism and mutual respect. All Contractor personnel are a reflection of the City of Pomona and as such are expected to:

1. Interact with customers and City officials, whether in person or on the phone, in a pleasant, respectful and professional manner.

2. Give full attention to each customer's needs by asking questions. Provide information, products and service in an accurate, organized and complete manner. Determine that the customer's request has been fulfilled.
3. Comply with all federal, state, county, and city laws and regulations.
4. Use adequate equipment that is kept clean and neat at all times.
5. Train other Contractor employees to be polite and courteous during public contact.
6. Employ truth and accuracy in reporting customer service records.

R. RECORDS

The Contractor shall keep accurate records concerning all of his/her employees or agents and provide the City with names and telephone numbers of emergency contact employees. The Contractor shall complete a monthly report indicating work performed, including GPS maps of routes (if required by City) and submit this completed report to the City Projects Manager or designee. This report should also contain a description of work performed, including personnel hours, equipment, and any additional work, which the Contractor deems to be beyond the scope of the contract. Payment for this work will not be authorized unless the additional work and the costs thereof are first approved by the City. A phone log will be submitted monthly of all calls from the City of Pomona Public Works Department and the City of Pomona Police Department to the Contractor, identifying whether or not those calls require a request for service, and a description of the action taken from the City call.

The Contractor shall provide monthly phone customer service logs from the public, indicating name, date, time and phone number of caller, reason for request, response/action by Contractor and time required to address request. Such logs shall be accurate and truthful.

The Contractor shall permit the City to inspect and audit its books and records regarding City provided services at any reasonable time.

S. ON-CALL/AFTER HOURS PARKING ENFORCEMENT/SPECIAL DETAILS

The City of Pomona anticipates the need for parking control personnel to assist with parking enforcement and/or traffic control for pre-planned events such as parades, special events, etc. The City will provide the Contractor with as much advanced notice as possible when these services are required. In addition, the Contractor will provide the City with names and telephone numbers of at least two qualified contact persons or a telephone answering service shall be utilized and the answering service shall be capable of contacting the Contractor by radio or cellular phone who can be called by City representatives when emergency calls for service occur during hours when the Contractor's normal work force is not present in the City of Pomona. These Contractor representatives shall respond to said emergency within one (1) hour from receiving notification. The City anticipates the need for this service of up to 5-occurrences per year for events that cannot be predicted in advance such as power outages, major collisions or other events that require traffic control on a wide scale. If additional personnel are required, the Contractor agrees to make every effort to fulfill the needs of the City to help mitigate the issue necessitating the response in a timely fashion.

T. SUPERVISION OF CONTRACT AND MEETINGS WITH CITY

All work shall meet with the approval of the Pomona Police Department. As determined necessary by the City, there shall be a minimum of one monthly meeting with the Contractor and the City representative to determine progress and to establish areas needing attention. Status reports of activities performed by the Contractor will be submitted in writing to the City on a weekly basis or as determined necessary by the City.

Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor and if not corrected, payment to the Contractor will not be made until condition is corrected in a satisfactory manner as set forth in the specifications.

U. MATERIALS AND EQUIPMENT

The Contractor shall make a reasonable effort to purchase equipment and materials in the City of Pomona and to utilize Pomona vendors. Such efforts shall be provided to the City. The City shall have the ability to provide a list of possible Pomona vendors to the Contractor. The City has the option to purchase and provide materials. The City has the option to purchase special material, or the City will reimburse the Contractor for purchase of special material only after authorization by the City.

EXHIBIT “B”
FEE SCHEDULE

FEE PROPOSAL					
Total Payroll Labor & Benefits*		Hourly Rate	Annual Hours	Monthly	Annually
Parking Enforcement Supervisor		\$44.26	2,080	\$7,672	\$92,061
Parking Enforcement Officer		\$30.18	6,240	\$15,694	\$188,323
Subtotal				\$23,365	\$280,384
*Includes Labor, PTO, Taxes, Benefits, W/C, and 401k					
Other Direct Charges					
Professional Services (Audit, HR, IT, Payroll)				\$1,173	\$14,073
GKL - Liability Insurance				\$417	\$5,000
Management Fee				\$4,167	\$50,000
Communication/Cellular				\$100	\$1,200
Uniforms				\$200	\$2,400
Vehicle Lease				\$3,449	\$41,393
Vehicle Insurance				\$1,750	\$21,000
Vehicle M&O (fuel, wash, GPS)				\$1,240	\$14,880
Misc. Supplies	Misc. Supplies			\$50	\$600
Subtotal				\$12,546	\$150,547
One Time Start-up					
Vehicle Upfitting, HR Onboarding Costs (Background Checks, Drug Screen etc.)					\$5,100
Subtotal					\$5,100
ESTIMATED MONTHLY COST				\$35,911	
ESTIMATED ANNUAL COST (CONTRACT YEAR 1)					\$436,031

EXHIBIT "C"

WRITTEN DETERMINATION

(Page 1 of 2)

I, Anita D. Scott, City Manager of the City of Pomona ("CITY"), have made the following determination with regard to economic interest disclosure requirements for The CONSULTANT, pursuant to the Conflict of Interest Code adopted by CITY:

☒ CONSULTANT shall disclose its economic interest pursuant to the broadest disclosure category in the Code. (CATEGORY I*) ☒ CATEGORY I: Business interests and Investments

☐ CONSULTANT has been hired to perform a range of duties that are limited in scope and thus CONSULTANT is not required to comply with the broadest disclosure category requirements. Based on the Scope of Services set forth in Exhibit "A," of the Agreement, CONSULTANT need only provide economic interest disclosure under the following categories* :

☐ CATEGORY II: Supply Sources

☐ CATEGORY III: Contractors

☐ CATEGORY IV: Geographic location

*A full explanation of each of these disclosure categories is found on page 2 of this Exhibit.

☐ CONSULTANT is not required to comply with Disclosure requirements based on the following:

☐ Duties of CONSULTANT under this AGREEMENT are not applicable to Conflict of Interest Code

☐ Other: _____

Date: _____

Anita D. Scott, City Manager

WRITTEN DETERMINATION
(Page 2 of 2)
DESIGNATED EMPLOYEE CATEGORIES

- I. This category applies to individuals that make, or participate in making, decisions that may have a material effect on their financial interest(s) in:

1:

- a. businesses in which the individual holds an investment or business position
- b. sources of income; or
- c. real property.

Individuals subject to this category need not disclose under Category II or III. Individuals subject to this category must disclose any of the following financial interests within the City and within two miles of City boundaries:

- a. investments in business entities²;
- b. business positions held;
- c. sources of income; and
- d. Interests in real property.

- II. This category applies to individuals that make, or participate in making, decisions that involve the purchase of services, supplies, materials, machinery or equipment.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide services, supplies, materials, machinery, equipment, or technology of the type utilized by the City:

- a. Investments in business entities;
- b. business positions held; and
- c. Sources of income.

- III. This category applies to individuals that make, or participate in making, decisions that involve contracting for services including, but not limited to:

- a. professional services;
- b. vendor services;
- c. consulting services; and
- d. Contractor services.

Individuals subject to this category must disclose any of the following financial interests in business entities which provide contract services, of the type utilized by the City:

- a. investments in business entities;
- b. business positions held; and
- c. Sources of Income.

IV. This category applies, as applicable, to commissioners. Individuals subject to this category must disclose:

- a. all investments in, interest in, or income from, real property located within the jurisdiction

Of the respective board or commission and five hundred feet contiguous thereto; and

- b. all investments in, interest in, or income from, any business entity:
 - i. in which the person holds a business position; and
 - ii. That is either: A) within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto; or B) conducted business within the jurisdiction of the respective board or commission and five hundred feet contiguous thereto, at any time during the two years prior to the date of filing the Statements of Economic Interest.

¹ "Business positions• shall include, but not be limited to, a role as a director, officers, partner, trustee, employee, or any management position.

² "Business entities• shall include, but not be limited to, sole proprietorships, partnerships, and corporations.

EXHIBIT "D" INSURANCE REQUIREMENTS

CONSULTANT will maintain throughout the duration of the term of the AGREEMENT, Liability Insurance covering CONSULTANT and designating CITY, including its elected or appointed officials, directors, officers, authorized agents, and employees, as additional insureds against claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of CONSULTANT's work, in amounts no less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards. It must be stated, in the Additional Insured Endorsement, that CONSULTANT's insurance policies must be primary with respect to any claims related to or as the result of CONSULTANT's work. Any insurance, pooled coverage, or selfinsurance maintained by CITY, its elected or appointed officials, directors, officers, authorized agents, and employees must be non-contributory. The Additional Insured Endorsement does not apply to the Professional Liability or Workers' Compensation Insurance requirement.

Professional Liability Insurance:

- a. General Aggregate

\$2,000,000 per claim and in the aggregate

General Liability:

- a. General Aggregate \$2,000,000
- b. Products Comp/Op Aggregate \$2,000,000
- c. Personal & Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
- e. Fire Damage (any one fire) \$50,000
- f. Medical Expense (any one person) \$5,000

Workers' Compensation:

- a. Workers' Compensation Statutory Limits
- b. EL Each Accident \$1,000,000
- c. EL Disease - Policy Limit \$1,000,000
- d. EL Disease - Each Employee \$1,000,000

Automobile Liability

- a. Any vehicle, combined single limit \$1,000,000

CONSULTANT will provide thirty (30) days advance notice to CITY in the event of cancellation of any coverage. Certificates of insurance and additional insured endorsements must be furnished to CITY thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates constitutes a material breach of this Agreement entitling CITY to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, CITY has the right but not the duty to obtain replacement insurance and to charge the CONSULTANT for any premium due for such coverage. CITY has the option to deduct any such premium from the sums due to the CONSULTANT. All such policies of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of City,

its officers, officials, employees, agents or volunteers. Any Workers Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers.

Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-: VII or better. Acceptance of insurance from a carrier with a rating lower than A-: VII is subject to approval by City's Risk Manager. CONSULTANT shall immediately advise the CITY of any litigation that may affect these insurance policies.