

AGREEMENT NO. 30085

**NON-EXCLUSIVE OPERATING AGREEMENT
FOR PARKING GARAGE & SURFACE LOT STAFFING AND FIELD MANAGEMENT
BETWEEN THE CITY OF LONG BEACH
AND
CENTRAL PARKING SYSTEM, INC.**

This Agreement is entered into as of March 30, 2007, between the City of Long Beach, a municipal corporation ("City"), and Central Parking System, Inc., a Tennessee Corporation ("Operator").

RECITALS

1. City has issued a Request for Proposal ("RFP") for the operation of downtown parking garages and surface lots;
2. Operator has the necessary expertise and skill to perform such services and Operator's proposal can best meet City's needs;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Operator shall consist of this Agreement including:

- Exhibit A – Scope of Services
- Exhibit B – B-1 City's Cash Policy
 B-2 Cash Handling Policy—Marina Pay Stations
- Exhibit C – Compensation
- Exhibit D – Insurance Requirements
- Exhibit E – Approved Staffing Plan
- Exhibit F – Approved Operating Budget 2007
- Exhibit G – Maintenance Requirements
- Exhibit H – City Inventory [To Be Attached]
- Exhibit I – List of Parking Facilities

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written.

2. DEFINITIONS

The following definitions apply to the terms used in this Agreement.

2.1. Annual Maximum Amount

The annual Operations Fees plus annual Reimbursable Expenses, plus or minus any adjustments in either category for changed circumstances agreed upon by both parties, not to exceed the amount authorized by the City Council.

2.2. Approved Operating Budget

An annual budget prepared by the Operator for review and approval by the Parking Administrator projecting revenues, expenses and any surplus or deficit in the current budget year.

2.3. Business Day

Any day of business other than national or City holidays, Saturdays, or Sundays.

2.4. City

The City of Long Beach, California.

2.5. City Council

City Council of the City of Long Beach, California.

2.6. Customer

Any person who enters a Parking Facility for the purpose of parking his/her vehicle.

2.7. Department

The City department responsible for administering the City's parking program.

2.8. Downtown Parking Validation Program

The City administers a downtown validation program for downtown businesses. This program provides a maximum of two (2) hours of validated parking for each customer on a 24 hours a day/7 days a week basis.

2.9. Effective Date

April 1, 2007.

2.10. Emergency Action

Any action taken by the Operator to correct an unexpected abnormal condition effecting the immediate safety of customers, employees and/or vehicles including, but not limited to, electrical power outages, natural disasters, such as earthquakes or flooding, or unplanned construction of sidewalks or roadways.

2.11. Environmental Law

All federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state superlien or environmental clean-up statutes.

2.12. Fiscal Year

October 1 through September 30. The first quarter is October through December; the second quarter is January through March; the third quarter is April through June; and the fourth quarter is July through September.

2.13. Gross Daily Collections

All revenues collected each day by the Operator for payment of Monthly Parking and Transient Parking fees, long-term parking arrangements, and the validation program at all the Parking Facilities.

2.14. Hazardous Materials

Any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste.

2.15. Holidays

For the purposes of calculating working days, Holidays are deemed as Holidays when the Long Beach City Hall is closed. These days are New Year's Day, Martin Luther King Jr's birthday; Washington's birthday, Memorial Day; Independence Day; Labor Day; Thanksgiving Day, the Day after Thanksgiving, Christmas Day.

If any of the above holidays fall on Sunday, the Monday following is a holiday. If any of the above holidays falls on Saturday, the preceding Friday is a holiday.

2.16. Master Parking Rate Resolution

A Resolution adopted by the Long Beach City Council from time to time that identifies the City's Parking Facility Rates and Programs.

2.17. Monthly Parking

The right to park in a Parking Facility on a monthly basis, including long-term parking and other contractual parking obligations. Such Parking may be limited as to hours of the day.

2.18. Operating Procedures

The written procedures developed by the Operator based upon administrative guidelines, procedures and directions promulgated by the Parking Administrator relating to the operation, management and maintenance of the Parking Facilities.

2.19. Operating Agreement

The contract that results from an Operator or Operators being selected to manage and operate the Parking Facilities.

2.20. Operations Fee

A fee that the City pays the Operator for performing those obligations set forth in the Agreement, calculated as a flat fee for each hours worked per employee based on classification, excluding reimbursable expenses. The **Operations Fee** is proposed as an annual maximum fixed amount and is paid on a monthly-prorated basis. The **Operations Fee** may be less than the Annual Maximum Amount.

2.21 Operator

Central Parking System, Inc.

2.22 Operator's Management Team

General Manager, Operation's Manager, Field Operations Manager and Site Manager.

2.23 Parking Administrator

The person designated by the City Manager responsible for supervising and administering the City's off-street parking program, and to whom the Operator reports during the term of the Operating Agreement.

2.24 Parking Facilities

Subject to modification by City from time to time, the off-street Parking Facilities shown on Exhibit "I" attached hereto.

2.25 Reimbursable Expenses

Expenses incurred by Operator for equipment or supplies, or paid to a third party vendor, which are not included as part of the Operations Fee

2.26 Revenue Control Systems

All City-owned equipment and devices used to monitor, restrict, track, document and otherwise control Gross Daily Collections. Or the ingress and/or egress of vehicles at Parking Facilities. The term shall include, but not be limited to, audio transmission equipment, automatic entrance and exit barriers, cashier terminals, lane control units, fee displays and interfaces, message-switching electronics, ticket issuing machines, self-payment machines, vehicle detection systems, portable data entry terminals, and all enhancements, upgrades and all modifications to such Revenue Control Systems. It also includes written and printed materials and documentation pertaining to the configuration, installation, maintenance, repair and operation of the Revenue Control Equipment, and computer hardware and software that may be located or housed in, and used in conjunction with, any part of the Revenue Control Systems.

2.27 Special Event

Typically a City-sponsored event that requires coordination from numerous departments, stakeholders and the general public to ensure traffic and parking needs are identified and planned to support the event. Some examples of Special Events would be the Long Beach Grand Prix, Reggae Festival, AMGEN Bike Tour, and the July 4th Fire Works Display. The City shall have the exclusive right, for the purpose of this agreement, to designate a Special Event.

2.28 Subcontractor

Any person, entity, or organization to which the Operator proposes contracting any of its duties under the Operating Agreement.

2.29 Transient Parking

Any right to use a parking space in a Parking Facility other than Monthly Parking, including, but not limited to, daily parking on an hourly or flat rate basis. Such Parking may be limited as to hours of the day.

3. SCOPE OF SERVICES

Operator shall perform those services specified in detail in the attached Exhibit A, entitled "Scope of Services".

4. TERM OF AGREEMENT

4.1. Initial Term

The term of this Agreement is from April 1, 2007 to March 31, 2009, inclusive, subject to the provisions of Section 10 and subsection 4.2.

4.2. Options

City has the right to extend the term of this Agreement for three (3) additional one-year periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Exhibit C. City shall notify Operator in writing

of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current Term.

4.3. No Waiver

City's agreement to extend the term of this Agreement is not a waiver of the "time is of the essence" provision in Section 6.

5. MODIFYING NUMBER OF PARKING FACILITIES OR SPACES WITHIN PARKING FACILITIES

5.1 Non-exclusive agreement

Operator's right to operate parking facilities is non-exclusive. In the event that the City chooses to add parking facilities not included in this original agreement, the City shall have the right to select another vendor to provide parking operations services. The Operator shall fully cooperate with the selected vendor.

5.2 Modification by City

The City may, during the term of this Agreement, modify the list of Parking Facilities listed on Exhibit I. It may also modify parking space inventory. Such modifications shall not be considered a breach of this Agreement. In the event of modification, the Annual Operating Budget shall be adjusted as follows:

- a. If an entire Parking Facility is deleted, the Approved Operating Budget shall be reduced by an amount equal to the staffing hours budgeted for the deleted facility.
- b. In the event that the City chooses to add parking facilities not included in this agreement at the time of execution, the City shall have the right to select another vendor to provide parking operations services. If the City desires to add a parking structure or parking lot to those listed on Exhibit I, the City shall provide written notice to Operator, and City and Operator shall immediately begin negotiating adjustments to the Approved Operating Budget and the Operations Fee if applicable. Criteria for adjustment to the Operations Fee shall include, but not be limited to, the type and/or size of the parking facility, activity, required staffing and/or maintenance. In the event that the parties do not reach any agreement regarding the adjustments to the Operations Fee, or the Operator elects not to manage the additional parking facility, the City shall have the right to select another operator to manage the additional parking facility.
- c. The City shall have the right, during the term of the Operating Agreement, to delete or increase the number of Parking Facilities or spaces in the inventory without modifications to the Approved Operating Budget or the **Operations Fee**, unless Operator can demonstrate that a change in staffing is needed, whereafter, the Approved Operating Budget shall be adjusted to address the change in staffing.

- d. The addition or deletion of parking stations or parking meters to the facilities listed on Exhibit I may be made by City at its discretion. If the Operator can demonstrate that such change affects its staffing or reimbursable costs, the parties shall negotiate adjustments to the Approved Operating Budget.

6. SCHEDULE OF PERFORMANCE

The hours of operation of each Parking Facility are set by the City. Operator must staff each facility sufficiently during all operating hours. It is expected that the parties will discuss and agree upon levels of staffing; however, if the parties cannot agree, the decision of the Parking Administrator shall control. Maintenance tasks should be performed at such hours as to minimize the impact on customers Time is of the essence in this Agreement.

7. COMPENSATION

In the first year of this Agreement City shall pay Operator an amount not to exceed the Approved Operating Budget of \$3,045,021 for Operator's services and reimbursable expenses, if any. This amount includes all services provided by Operator or its approved subcontractors during Special Events. The terms, rate and schedule of payment are set forth in the attached Exhibit C, entitled "Compensation."

8. APPROPRIATION OF FUNDS

City's funding of the Operating Agreement shall be on a fiscal year basis (October 1 to September 30) and is subject to annual appropriations. Operator acknowledges that City, a municipal corporation, is precluded by the California State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Operating Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Operating Agreement. Accordingly, the parties agree that the initial term of this Operating Agreement and the exercise of any option years thereto is contingent upon the appropriate of funds by the City.

9. TAXES AND CHARGES

9.1. General Taxes and Charges

Operator shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of Operator's business.

9.2. Possessory Interest Tax

It is the understanding of the City and Operator that no interest in the Parking Facilities property or structures is created by this Operating Agreement because it is only an agreement to operate and manage the Parking Facilities. Nevertheless, Operator recognizes and agrees that the assessor for the County of Los Angeles may determine that the Operator's right to operate and manage the Parking Facilities as set forth in this Operating Agreement creates a possessory interests subject to a possessory interest tax. Operator shall be solely responsible for paying any possessory interest tax or taxes imposed upon Operator as a result of its operation and management of the Parking Facilities.

10. TERMINATION

10.1. Termination for Convenience

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

10.2. Termination for Default

If Operator fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

10.3. Termination Authority

The City Manager or designee is empowered to terminate this Agreement on behalf of City.

10.4. Consequences of Termination

In the event of termination, Operator shall deliver to City copies of all reports, documents, City-owned equipment and materials as identified in Sections 25 and on Exhibit H "Inventory List" and other work performed by Operator under this Agreement, and upon receipt thereof, City shall pay Operator for services performed and reimbursable expenses incurred to the date of termination.

11. INDEMNIFICATION

Operator shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Operator's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification. Operator agrees to keep the Parking Facilities free of all liens.

12. DAMAGE BY OPERATION

If Operator, its agents or employees, causes any injury, damage or loss at any Parking Facility, Operator shall repair, at its sole cost and expense, such injury, damage or loss at City's direction and upon City's prior approval. City reserves the right to perform such repairs, and bill Operator for such costs and deduct such costs from any compensation then due and owing to the Operator. The rights of City set forth in this Section are in addition to, and do not in any manner limit, any right of City to be indemnified by Operator for any such injury, damage or loss.

13. HAZARDOUS MATERIALS

13.1. Prohibited

The use and storage of Hazardous Materials by the Operator in the Parking Facilities is prohibited except as necessary to perform the services required under this Operating Agreement. To the extent the Operator must use Hazardous Materials to perform the

services required under this Operating Agreement, the Operator shall comply with the following conditions:

The Operator shall comply with all Federal, State and local laws and regulations regarding the use, storage and disposal of such Hazardous Materials.

The Operator shall be solely responsible for obtaining all permits necessary to use, store, or dispose of the Hazardous Materials it uses.

The Operator shall take all necessary precautions to prevent any Hazardous Materials it uses from entering into any storm or sewage drain system, or into the air or groundwater or from being released on the Parking Facilities.

The Operator shall be solely and fully responsible for the release of any Hazardous Material that it uses. The Operator shall timely comply with all requirements of all appropriate governmental agencies and authorities in its investigation, remediation and clean up of any release of a Hazardous Material. If the Operator does not promptly commence and diligently pursue to remediate and clean up any release of such a Hazardous Material, the City, in its discretion, may pay, to have the release remediated and cleaned up, and the Operator shall reimburse the City within fifteen (15) business days of City's demand for payment. The failure to commence remediation and clean-up and to provide City with a schedule for diligent completion of the remediation within sixty (60) days after discovery of such release, or danger of release, of such Hazardous Material shall constitute *prima facie* evidence of failure to promptly commence remediation.

The Operator agrees to defend, indemnify and hold harmless the City, its trustees, officers, officials and employees from any and all losses, claims, actions costs, expenses, judgments, subrogation or other damages resulting from injury to any person or damage to property, including, without limitation, the cost of any cleanup and remediation of Hazardous Materials, which the City may sustain as a result of the presence, use, storage or cleanup of Hazardous Materials in the Parking Facilities that are attributable in any manner to the Operator.

The obligations set forth in this Section shall survive the expiration or earlier termination of this Operating Agreement.

13.2 Reporting Obligation

Upon becoming aware of any release of a Hazardous Material in a Parking Facility, the Operator shall immediately report such release to the Parking Administrator and to any other appropriate public agency. The Operator shall immediately report the release of any Hazardous Material to the Parking Administrator even where the quantities released would not be otherwise reportable to another public entity. This reporting obligations exists with regard to any release of Hazardous Material within a Parking Facility and is not limited to releases of those Hazardous Materials used by the Operator.

14. INSURANCE REQUIREMENTS

Operator agrees to have and maintain the policies set forth in Exhibit D, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by City's Risk

Manager. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Operator agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

15. FAITHFUL PERFORMANCE BOND

Operator shall deliver to the City Clerk on or before the commencement date of the Agreement, a faithful performance bond in the amount of Five-Hundred Thousand Dollars (\$500,000.00) payable to the City of Long Beach naming the City as obligee and issued by a surety company or companies acceptable to City and in a form acceptable to the City Attorney, which surety bond or bonds may be renewed or replaced annually at the expense of the successful proposer and shall be kept in full force and effect during the term of the Agreement to insure faithful performance by the successful proposer of all the covenants, terms, and conditions of the Agreement exclusive of, but not restricted to, the payment of all revenues and fees. In lieu of such surety bond or bonds, Operator may deposit with the City an irrevocable letter of credit, in the amount above, as security for faithful performance as herein with provided.

16. RESPONSIBILITY FOR PROPERTY

Except as otherwise provided in this Operating Agreement, Operator assumes the risk of and shall be responsible for any loss or damage to any equipment or other property delivered to it or caused to be delivered to it by the City for use in operating the Parking Facilities, but only to the extent same are caused by negligence, misconduct or other fault of Operator, its agents or employees. Upon the expiration or earlier termination of the Operating Agreement, Operator shall return any such equipment or property to the City in the condition in which Operator received it, except for reasonable wear and tear, or acts of God.

17. WAIVER

Operator agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Operator's services will not be a waiver of any provision of this Agreement.

18. INDEPENDENT CONTRACTOR

Operator, in the performance of this Agreement, is an independent Contractor. Operator shall maintain complete control over all of Operator's employees, any subcontractors, and Operator's operations. Neither Operator nor any person retained by Operator may represent, act, or purport to act as the agent, representative or employee of City. Neither Operator nor City is granted any right or authority to assume or create any obligation on behalf of the other.

19. NO PROPERTY INTEREST

Operator agrees that this Operating Agreement shall not be construed as granting any right of possession, estate, title or interest in the Parking Facilities. Operator agrees that this Operating Agreement shall not impair the City, its agents, Operators or employees from entering the Parking Facilities at any time.

20. COMPLIANCE WITH LAWS

Operator shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement. Operator's attention is particularly directed to compliance with all Environmental Laws, including the handling and storage of Hazardous Materials, and local requirements under the Clean Water Act (NPDES).

21. CONFLICT OF INTEREST

Operator shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

22. NONDISCRIMINATION

Operator agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

23. CONFIDENTIAL INFORMATION

All data, documents, discussions or other information developed or received by or for Operator in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law.

24. OWNERSHIP OF MATERIALS

All reports, documents or other materials developed or discovered by Operator or any other person engaged directly or indirectly by Operator to perform Operator's services for the City are the City's property without restriction or limitation upon their use.

25. OPERATOR'S BOOKS AND RECORDS

25.1. Maintenance during Term

Operator shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Operator pursuant to this Agreement.

25.2. Maintenance after Term

Operator shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

25.3. Inspection

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Operator shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Operator's address indicated for receipt of notices in this Agreement.

25.4. Custody of Records

Where City has reason to believe that any of Operator's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Operator's business, City may, by written request by any of the above-named officers, require that custody of the Operator's documents be given to City and that these documents be maintained by the City. City agrees to grant access to Operator's documents to any party authorized by Operator, Operator's representatives, or Operator's successor-in-interest.

26. ASSIGNABILITY

The parties agree that the expertise and experience of Operator are material considerations for this Agreement. Unless specifically authorized by this Agreement, Operator may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Operator to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

27. SUBCONTRACTORS

Operator may not use subcontractors to perform any services authorized under this Agreement without the consent of the City.

27.1. Authorized Subcontractors

Notwithstanding Section 29 above, Operator may use designated subcontractors approved in advance by City in performing Operator's services. Operator must obtain City's prior written consent in order to change or add subcontractors. Operator shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

27.2. Compliance with Agreement

Operator shall ensure that Operator's subcontractors comply with this Agreement. At City's request, Operator shall require any or all of Operator's subcontractors to sign an agreement with Operator requiring compliance with this Agreement.

28. GOVERNING LAW

This Agreement must be construed -- and its performance enforced--under California law.

29. VENUE

In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Los Angeles, or where otherwise appropriate, exclusively in the United States District Court, Central District of California, Los Angeles, California.

Operator further agrees that in the event any third party files a lawsuit involving this Agreement and naming City as a party, Operator will unconditionally accept the jurisdiction of a federal or state court located in Los Angeles, California.

30. TRANSITION OF OPERATION AND MANAGEMENT

Upon the expiration of this Operating Agreement or its earlier termination, the Operator agrees to cooperate fully with the City in the smooth and businesslike transition of the management and operation of the Parking Facilities to a new operator. This obligation shall include, but not be limited to, providing the City and any new operator, as identified by the City, with the names of all employees; names, address, and contact phone numbers off all subcontractors.

31. NOTICES

All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To City: Administrator of Parking Operations
City of Long Beach
110 Pine Ave. Suite 820
Long Beach Ca, 90802

To Operator: General Manager
Central Parking System
320 Bristol Street
Suite 225
Parking System Costa Mesa, CA 92626

Notice will be effective on the date personally delivered or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

32. LIQUIDATED DAMAGES

THE PARTIES HERETO AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGE TO THE CITY IF OPERATOR WERE TO TERMINATE THIS AGREEMENT PRIOR TO EXPIRATION OR OTHERWISE BREACH. IN ADDITION TO THE SERVICES PROVIDED, CITY EXPECTS TO RECEIVE OTHER BENEFIT FROM OPERATOR'S SERVICES. THE PARTIES

MUTUALLY AGREE THAT THE INCENTIVES SET FORTH IN THIS SECTION ARE ACCEPTABLE TO EACH PARTY AND ARE A REASONABLE ESTIMATE OF CITY'S LOSS IF OPERATOR FAILS TO COMPLETE SERVICES IN ACCORDANCE WITH THE SCHEDULE OF PERFORMANCE.

CITY AND OPERATOR ACKNOWLEDGE THAT THE INCENTIVE AMOUNTS SET FORTH BELOW HAVE BEEN AGREED UPON AS THE PARTIES' REASONABLE ESTIMATE OF CITY'S DAMAGES.

- a. Failure to make daily deposits of all receipts into the City's designated bank or depository via armored car service, for each day, or portion thereof, that deposit is delayed beyond the deposit deadline. (The only exception shall be for Acts of God, such as earthquakes, in which delay is beyond the Operator's control.) **One Hundred Dollars (\$100) a day for each failure to perform.**
- b. Failure to deliver, on time, required items such as reports, schedules, manuals, budgets or other materials as specified in the Operating Agreement. **Twenty-five dollars (\$25) per item or set of materials.**
- c. Failure to have revenue control tickets available and installed in each and every ticket-dispensing machine. **Fifty dollars (\$50) per failure.**
- d. Failure to maintain accurate monthly parking records, including monthly parking applications, accurate access log, notification to the City of delinquent accounts, and maintenance of activation/deactivation of monthly access. **The current applicable monthly rate per record or access occurrence.**
- e. Failure to properly notify the Parking Administrator of any unpaid individual monthly permit account or event parking pass. **The current applicable monthly rate for each month that the unpaid individual monthly permit remains active after the seventh day (7) of each month or the maximum daily parking rate for each unpaid event parking pass that was created and used at a Parking Facility.**
- f. Failure to follow the Routine Maintenance and Minor Repair requirements in any part. **Twenty-five dollars (\$25) per occurrence.**
- g. Failure to maintain revenue control equipment to ensure accuracy and consistency of operations or failure to schedule or follow up on the repair of revenue control equipment malfunctions within twenty-four (24) hours of occurrence. **One hundred dollars (\$100) per occurrence per day.**

Notification of Failure to Perform

Upon determining the existence of a breach under a-g above, the Parking Administrator shall issue a written notice to Operator of the occurrence of such breach and the City's claim for liquidated damages.

- a. The notice of breach shall become final unless the City receives from Operator not later than ten (10) Business Days after the date of the notice of breach, a written statement from Operator, accompanied by evidence, that the breach did

not occur. If such written statement and evidence is not received by the Parking Administrator within ten (10) Business Days of the date of the notice of breach, the Parking Administrator determination shall be final. Operator agrees that the Parking Administrator shall deduct the amount of such liquidated damages from the next monthly payment due to Operator.

- b. If the Operator contests the imposition of a liquidated damage, the Parking Administrator shall review Operator's written statement and evidence as soon as reasonably possible, and render a decision sustaining or reversing the determination that a breach occurred and the claim for liquidated damages, Parking Administrator shall deliver to Operator a written notice of decision no later than ten (10) Business Days after receipt of Operator's written statement and evidence.

Assessment of Incentives for Liquidated Damages

Upon expiration of the period to deliver a written statement or evidence, or upon Parking Administrator's determination that a breach occurred after reviewing Operator's written statement and evidence as provided above, Operator agrees that the Parking Administrator shall deduct the amount of such incentives from the next monthly payment due to Operator.

Operator agrees that the payment of incentives for a failure to perform the duties specified in Subsections a-g above does not rectify same and that Operator shall make every effort to correct the situation immediately. Operator further agrees that Operator's repeated violations of the duties specified in Subsections a-g above shall form the basis for a material breach of this Agreement and for its termination pursuant to the terms of Section 10.

Operator and City agree that this incentive for liquidated damages provision shall be applicable only to the failure to perform those duties specified in Subsections a-g above.

33. MISCELLANEOUS

33.1. Survival of Provisions

If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

33.2. Assignment

Subject to the provisions of Section 26, this Agreement binds and inures to the benefit of the parties and their respective successors and assigns.

33.3. Headings

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

33.4. Force Majeure

Neither the City nor the Operator shall be in breach of any obligation under this Operating Agreement, other than any obligation requiring the payment of money, to the extent any failure to perform such obligation is caused by any act completely beyond the control of the party breaching the obligation, including, but not limited to, Acts of God such as earthquakes, high winds, and weather disturbances. Breach of an obligation due to labor strikes or other labor strife shall not be considered a matter completely beyond the control of the Operator.

33.5. Authority of City Manager

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

CITY OF LONG BEACH, a municipal corporation

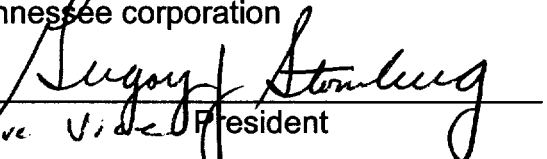
March 30, 2007

By 
City Manager

"City"


CENTRAL PARKING SYSTEM, a Tennessee corporation

March 30, 2007

By 
Executive Vice President

By Gregory J. Stormberg
(Type or Print Name)

MARCH 30, 2007

By 
Secretary

By Henry J. Abbott

(Type or Print Name)

"Consultant"

This Agreement is approved as to form on March 30, 2007.

ROBERT E. SHANNON, City Attorney

By: 
Deputy

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL PROVISIONS

The Operator shall provide all parking management services necessary to operate, manage and maintain the Parking Facilities listed on Exhibit I on an on-going basis. Operator shall use its best efforts to provide these parking management services in a manner so as to make the City's parking program as profitable as reasonably possible while providing the highest standard of professional, courteous, efficient and safe services. The responsibilities and duties of the Operator shall include, but not to be limited to, the following:

1.1. Management

- ❑ Overall field management of parking operations on the days and during the hours designated by the City;
- ❑ Hiring and supervision of all operations personnel;
- ❑ Personnel training according to City specifications as well as the Operator's own curriculum;
- ❑ Management of all Monthly Parking functions;
- ❑ Operation of City Parking Programs, including the processing of parking validations and permits;
- ❑ Reporting on management, operations, financial transactions, garage conditions, and other issues as specified;
- ❑ Recommendations on strategies to improve Customer Service, reduce costs and enhance revenues;
- ❑ Continuation of service with current revenue control equipment and maintenance agreements;

1.2. Operations

- ❑ Providing professional, courteous and attentive customer service;
- ❑ Provide City information and directions to the public as needed
- ❑ Collection of all parking fees;
- ❑ Specified maintenance and Parking Facility custodial staffing and services;
- ❑ Providing daily Parking Facility inspections to ensure cleanliness, maintenance and safety standards are being addressed and maintained;
- ❑ Providing uniforms to personnel as per City approval and enforcement of dress code policies;
- ❑ Development and implementation of Special Event parking plans as specified by the City;
- ❑ Coordination with the City Operators performing functions within the Parking Facilities;
- ❑ Complying with and following the City's operating requirements;
- ❑ Obtaining all licenses, permits, certificates, consents, approvals or other documents required for Operator's operation of the Parking Facilities;

- Complying with federal, state and City laws and codes;
- Acquiring the appropriate liability and property damage insurance.
- Remaining knowledgeable about and properly operating all components of the Revenue Control System, Parking Guidance System and security monitoring devices in the Parking Facilities;
- Reviewing and setting up all required credit card authorization accounts with clearing houses/banks (i.e. Alliance Data Systems, Union Bank of California)
- Provide collections and minor maintenance of parking pay on foot machines

1.3. Financial Reporting & Auditing

- Reporting of all parking fees;
- Daily revenue deposits into a designated City bank account;
- Submission of an Operating Budget as per City specifications;
- Daily, monthly, quarterly and annual revenue, expense and occupancy/utilization reports as specified;
- Maintaining complete and accurate records, reports and audits;
- Conduct daily audit of cashier and fee computer/revenue control equipment transactions;
- Conduct monthly parking access card reconciliation for each parking facility.

2. QUALITY OF SERVICES

Parking Facilities offer the first and last impression of the City of Long Beach for many visitors. They are an essential part of the daily routine for many employees and citizens doing business or using services in Long Beach. Thus, it is very important to the City that its Parking Facilities are managed and operated in a manner that reflects the City's commitment to customer service, careful stewardship of the public's capital investments, adequate safeguards on City's revenues, and professional management of the City's services.

3. PARKING ADMINISTRATOR – PARKING MANAGEMENT SERVICES

The Operator shall provide all parking management services necessary to manage, operate, and maintain the Parking Facilities on a 24/7 basis. Operator shall use its best efforts to provide these parking management services in a manner so as to maximize revenues and minimize costs, while providing the highest standard of professional, courteous, efficient and safe services.

The parking management services required shall vary due to the diversity of each Parking Facility, their operating characteristics, and primary Customers. The Parking Administrator is authorized to promulgate reasonable rules, policies and regulations concerning the operation and use of the Parking Facilities.

The Operator shall meet all specifications and requirements of this Agreement. Operator shall ensure that:

- A. Staff members are trained in the responsibilities of their positions and the importance of performing their jobs according to the City's operating instructions;
- B. All employees are at all times polite and courteous in their dealings with Customers, treating the public with patience and respect;

- C. All employees speak English clearly and in a professional manner while interacting with Customers, offering the assistance needed by each Customer;
- D. No employee acts so as to make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

4. QUARTERLY SUGGESTIONS

The Operator shall prepare written suggestions on Parking Facility operations to improve customer service, reduce costs and enhance revenues. The suggestions shall be forwarded to the Parking Administrator on a quarterly basis or as required. The Parking Administrator shall be responsible for reviewing the suggestions and implementing the appropriate suggestion(s).

Suggestions must be substantive and thoughtful, with ideas sufficiently specified that they may be implemented. An example might be a suggestion for obtaining additional Customers by marketing a specific group that could use a Parking Facility during hours with lower occupancy.

5. PARKING RATE AND PROGRAM DETERMINATION

The Long Beach City Council is responsible for setting the parking rates and programs at the Parking Facilities through Council resolution. The Operator shall be responsible for charging and collecting from each customer the appropriate parking fees based upon the rates and programs established by the City. The Parking Administrator will notify the Operator when new rates or programs have been established., or when temporary changes are made. It is the Operator's responsibility to program all parking rates and programs in all revenue control equipment at each parking facility, if applicable. In addition, it is the Operators responsibility to ensure Holiday and Special Event rates are in place and programmed in all revenue control equipment at each parking facility, if applicable. .

6. CASH HANDLING PROCEDURES AND REQUIREMENTS

6.1. General requirements

- A. All monies collected by the Operator as part of any parking program become the sole property of the City when collected. Operator shall provide a guarantee of funds, to the extent set forth in this Agreement.
- B. Until monies charged and collected by the Operator on behalf of the City are transferred out of Operator's custody in a manner approved by the Parking Administrator, the Operator shall assume all risk of loss of such monies, including, but not limited to, loss by damage, destruction, disappearance, theft, fraud, counterfeit bills/coins, or dishonesty.
- C. The Operator shall accept cash, credit, direct debit, or certified or personal check as payment as appropriate. Some parking facilities may not have the systems in place needed to accept credit or debit cards. The Operator shall accept personal checks that comply with the

following: check is imprinted with the name, address and phone number and be written upon a California bank.

- D. Gross Daily Collections charged and collected by the Operator shall be reported and deposited by Parking Facility by the Operator pursuant to the City's Cash Policy, attached hereto as Exhibit B-1. At minimum, the Operator shall meet all specifications and requirements of this policy. The Parking Administrator is authorized to promulgate reasonable rules, policies and regulations concerning the collection and disposition of City funds that do not otherwise conflict with this policy.
 - 1. Gross Daily Collections shall be transported by armored courier for deposit to the City's designated depository within 24 hours of receipt or no later than the end of the next Business Day.
 - 2. The Operator's obligation to deposit Gross Daily Collections shall survive the expiration or earlier termination of this Agreement.
- E. The Operator shall immediately document and report any malfunctioning revenue control equipment to the designated maintenance vendor and subsequently notify the Parking Administrator of the problem and the status of its resolution.

6.2. Monthly Parking

- A. Prior to issuing an access card for Monthly Parking, the Operator shall charge and collect the appropriate monthly parking fee for the first month.
- B. Prior to the beginning of each month, the Operator shall charge and collect appropriate monthly parking fees from Monthly Parking Customers. No Monthly Parking Customer who has not paid his or her monthly fee by the first of the month shall be permitted to park at a Parking Facility, except as a Transient Customer.

6.3. Transient Parking

- A. Pay-on-foot Program: Some of the Parking Facilities contain pay-on-foot machines for transient Customers. Pay-on foot machines may be added or deleted from the Parking Facilities as City sees fit. The Operator shall operate and manage these Parking Facilities as follows:
 - 1. On a schedule designated by the Parking Administrator, the Operator shall collect all parking fees deposited into the pay-on-foot machines and shall inspect and test the machines for any malfunctions.
 - 2. Pay-on-foot revenue shall be counted in dual custody, and a bank deposit slip for each pay-on-foot revenue box shall be completed. Supervisory staff shall secure the deposit in a drop safe.

3. The Operator shall provide the Parking Administrator with reports and audits on the pay-on-foot parking program.
4. The Operator shall operate the pay-on-foot Parking Facilities as cashiered Parking Facilities on certain days and hours designated by the Parking Administrator.
5. The operator shall use the Marina Collection Procedures, attached hereto as Exhibit B-2, as a minimum standard for collecting from pay on foot machines.

B. Cashiered Parking:

1. At each Parking Facility, the Operator shall collect from each transient Customer the fee specified by the City Council.
2. The Operator shall accept from Customers only those validation forms that have been approved by the Parking Administrator. The Operator shall credit Customers with the value of any such validation and charge and collect any remaining parking fees that are owed.
3. At the beginning of each shift, the Operator's shift supervisor, or other personnel authorized in writing by the Parking Administrator, shall issue a work bank to each of Operator's cashiers. At the end of each shift, each cashier shall return his/her work bank and other revenues to the shift supervisor, or other personnel approved in writing by the Parking Administrator. At the beginning and end of each shift, Operator shall account for all monies, including funds for making change and parking fees, contained in each of the cashiers' work bank.
4. Cashier cash-outs shall be conducted in dual custody. Supervisors shall complete a bank deposit slip and secure the cashier's deposit in the drop safe. Evidence for dual custody shall include the initials of those employees performing the cashier cash-out.
5. System reports shall be run prior to operation on the next day. Neither cashiers nor shift supervisors should be aware of the amount of revenue recorded by the equipment before depositing the day's collections.
6. The Operator Management Team shall be responsible for the following:
 - Verifying cashier forms for completeness and accuracy;
 - Ensuring that opening and closing parking ticket serial numbers are recorded;

- Ensuring that non-resettable counts are recorded and accurate;
 - Ensuring that exception tickets are completed appropriately and accurately; and
 - Ensuring that IOU's are completed appropriately and accurately.
7. During those days and hours directed by the Parking Administrator, the Operator shall permit Customers to park in a Parking Facility without paying a parking fee. During such times, the Operator shall continue to operate and manage the Parking Facility pursuant to the Operating Agreement, except for the parking fee and collection procedures.
 8. The Operator shall provide the Parking Administrator with reports and audits on the transient parking program as set forth in Section 7 of Ex. A.
 9. At those Parking Facilities designated by the Parking Administrator, the Operator shall place a late payment envelope on the windshield of vehicles that remain in the Parking Facility past the end of the last cashier's shift. Customers shall use the late payment envelopes to pay the appropriate parking fee. The Operator shall collect the late envelopes, and complete a late envelope and revenue collected form. Shift supervisors shall complete a bank deposit slip for late envelope revenue collected before depositing the envelopes in the drop safe and then provide the reconciliation group a late envelope collections report. The Operator shall be responsible for sending an invoice to those Customers who have not paid or who have not fully paid the amount due. This invoice shall be sent to the Customer within thirty (30) days from date that the Late Envelope was placed on the vehicle. No additional collection efforts shall be required from the Operator after the invoice has been sent.
 10. The Operator shall be responsible for collecting all revenues related to IOU or insufficient fund transactions. A report of all insufficient funds collected and outstanding will need to be provided to the City on a monthly basis. All attempts in collecting this revenue will also need to be documented.
- C. POD (Permits On Demand) Sales
1. Pre-sales locations are to be operated utilizing an electronic POD device to generate parking permits.
 2. POD Units are to be programmed with the sales location and permit rate(s) by the site manager or supervisor.

3. One POD Unit is to be issued to each parking attendant working a particular site.
4. After the shift the POD unit is to be returned to the site Manager/Supervisor who will cradle the device, thus generating sales data.
5. Neither cashiers nor shift supervisors should be aware of the amount of revenue recorded by the equipment before depositing the day's collections.
6. Cashier cash-outs shall be conducted in dual custody. Supervisors shall complete a bank deposit slip and secure the cashier's deposit in the drop safe. Evidence for dual custody shall include the initials of those employees performing the cashier cash-out.

D. Tickets

1. From time to time, as may be needed, the Parking Administrator shall issue to the Operator the necessary serialized parking tickets for Payment Parking. Upon being issued such parking tickets, the Operator shall be responsible for their custody, control and safekeeping.
2. The Operator shall, at all times, be able to account to the Parking Administrator for each parking ticket provided to the Operator by the City.
3. Any parking ticket that the Operator cannot account for to the satisfaction of the Parking Administrator shall be deemed to have been issued by the Operator to a Customer.
4. The Operator shall ensure that each Customer entering a Parking Facility is issued a parking ticket. The Operator shall issue such parking ticket manually at those Parking Facilities without automatic ticket issuing machines or when such machines are not functioning properly.
5. At those Parking Facilities where the Customer pays the parking fee upon exiting the Facilities, the Operator shall, at the time such Customer exits, collect and retain the parking ticket issued upon entry. All such parking tickets shall be placed in transaction order in a locked box. The Operator's audit staff will open the locked box and verify the transaction order.
6. The Operator shall be responsible for accounting for each parking ticket issued, whether issued manually or by machine, to each parking ticket collected.

7. The Operator shall pay to the City the parking rate applicable to each unaccounted for parking ticket to be calculated as the maximum daily rate in effect for the Parking Facility unless the Operator can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator.

7. AUDITING

7.1. Internal Audits

Operator shall develop and recommend an audit program for approval by the parking Administrator for all Parking Facilities. The audit program should be designed to cover all operational and fiscal elements of the parking operations both at the facilities and in the Parking Office. The fiscal audits should include verification of the level of visitor, monthly and validated revenues collected and reported from each facility.

Operator shall provide the City with a copy of the results of all audits, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Operator shall obtain the written approval of the Parking Administrator.

7.2. External Audits

The Operator shall also obtain the services of an independent firm that specializes in the auditing of parking facilities, approved by the Parking Administrator, to perform an operational and fiscal audit of all Parking Facilities on an annual basis. Before initiating the annual audit, the audit program including the specific auditor, its cost and the scope of the audit must be approved, in writing, by the Parking Administrator. The audit should be conducted on behalf of, and for the exclusive benefit of, the City.

Operator shall provide the City with a copy of the results of the annual audit, outlining any deficiencies noted, along with recommendations on how each deficiency should be remedied. Before implementing any of the proposed remedies, the Operator shall obtain the written approval of the Parking Administrator.

7.3. Self Audits

Unscheduled self audits of financial records or other business documents kept as a result of a contract with the City, will be conducted when requested by the City, at the expense of the company. Results of such an audit will be submitted to the City within a 30 day period after the request for audit by the City. If an audit is required involving City employed, or contracted auditors, all financial records or other business documents kept as a result of a contract with the City will be provided complete and within timely manner at no additional expense to the City other than reasonable copy fees if incurred. The cost for such an audit may be incurred by both the City and/or the company as mutually agreed; however should the audit result in monies owed to the City by the Operator, all costs of such an audit will be paid by the Operator.

8. ANNUAL STAFFING PLAN

The annual staffing plan is a written document developed by the Operator setting forth the base number of employees, including supervisors, that Operator will use to operate the Parking Facilities during various hours of the day. The annual staffing plan will be based upon generally anticipated normal operations at the Parking Facilities and Parking Office. The annual staffing plan is subject to approval and to amendment, as set forth herein, by the Parking Administrator. The Operator shall provide the level of staffing at each of the Parking Facilities set forth in the annual staffing plan, as that plan may be amended and approved from time to time by the Parking Administrator.

8.1. Approved Annual Staffing Plans

For each fiscal year, the Operator shall submit a draft annual staffing plan for the approval of the Parking Administrator concurrent with submitting a draft of the Operating Budget, as required by Section 9. The Operator shall base each draft annual staffing plan upon the most recent annual staffing plan approved by the Parking Administrator. The draft staffing plan shall explain any annual staffing adjustments, including those resulting from the deletion or addition of parking facilities, or a change in parking revenue equipment. Once the Parking Administrator has approved the annual staffing plan, it shall be incorporated into this Agreement as if made by formal amendment to the Agreement.

8.2. Adjustments to Approved Annual Staffing Plans

- A. The Parking Administrator shall have the right to permanently alter the approved annual staffing plan at any time during the fiscal year during which that plan is effective. The Parking Administrator shall provide the Operator at least five (5) days written notice of such a permanent change in the annual staffing plan. The annual staffing plan, along with the Approved Operating Budget, shall be amended to reflect such permanent staffing changes and shall be attached to the Operating Agreement as revised exhibits. The Operator shall comply with the annual staffing plan as amended.
- B. Due to special events and other activities occurring downtown, staffing needs at certain Parking Facilities may change on a temporary basis. The Parking Administrator shall have the right to make temporary adjustments in staffing needs at particular Parking Facilities, for any reason, at any time. The Parking Administrator adjustments to staffing levels may include specifying work shifts by day, hour of day and Parking Facility. The Operator shall comply with the annual staffing plan as amended to accommodate temporary staffing needs.
- C. Additionally, the Operator shall submit, within fifteen (15) days after the end of each quarter, along with the required monthly reports, a revised annual staffing plan for each Parking Facility. The revised annual staffing plan shall incorporate any permanent adjustments to staffing levels that occurred during the previous quarter and any proposed permanent or temporary adjustments based on anticipated changes in operations during the upcoming quarter. The Approved Operating

Budget shall be adjusted to reflect any changes resulting from the revised annual staffing plan. The Operator shall comply with the staffing levels set forth in the revised annual staffing plan as approved by the Parking Administrator.

9. APPROVED OPERATING BUDGET

9.1

The Operator shall submit to the Parking Administrator for the Administrator's written approval a draft Operating Budget for the fiscal year. The approved Operating Budget shall be determined as follows:

- A. The City shall provide all projected parking revenues for each Parking Facility.
- B. The Approved Operating Budget shall divide the projected reimbursable expenses for each Parking Facility into staffing costs (wages and salaries, fringe benefits, employee-related taxes, and training) and non-staff related costs (emergency action, insurance, sweeping expenses).

The Approved Operating Budget shall be for each month for each Parking Facility. For staffing costs based on the approved annual staffing plan by Parking Facility, the Approved Operating Budget shall identify hourly wages for each category of hourly employee, the estimated number of hours they will work, and the total cost. Salaried employees shall also be identified by salary for each category, the estimated hours they will work, and the total cost. The non-staff related costs shall be identified on a per item basis by Parking Facility and the total cost.

The Approved Operating Budget shall also include the Operations Fees.

9.2 *Revisions to the Approved Operating Budget*

- A. By October 31, 2007 and annually thereafter during the term of this Agreement and any extensions thereof, the Operator shall submit to the Parking Administrator for the Administrator's written approval a draft Operating Budget for the then-upcoming fiscal year. The draft Operating Budget shall contain a detailed explanation of all adjustments from the most recent Approved Operating Budget.
- B. Payment of the Operations Fee for the month within which the draft Operating Budget is due and each month thereafter is contingent upon submitting a draft Operating Budget. Once the Parking Administrator has approved the draft Operating Budget, the Director shall execute an amendment to the Operating Agreement attaching the Approved Operating Budget as a Revised Exhibit F.
- C. Each draft of an Operating Budget shall be based upon the most recent Approved Operating Budget. The Operator shall prepare the draft Operating Budget as follows:

1. Any adjustment in the Operations Fee shall not exceed the percentage increase in the applicable Consumer Price Index, as described and any changes resulting from the addition of Parking Facilities. The Operations Fee shall be reduced to reflect the deletion of any Parking Facilities or parking spaces.
2. Any adjustment to staffing costs for hourly wage and/or salaried non-union employees shall not exceed the percentage increase in the applicable Consumer Price Index, as described below
3. Monthly total staffing costs for each Parking Facility shall be adjusted based upon adjustments to reflect anticipated staffing levels contained in the draft annual staffing plan being submitted along with the draft Operating Budget.
4. Any adjustments to the non-staffing costs shall not exceed the percentage increase in the applicable Consumer Price Index, as described below. Non-staffing costs shall also be adjusted to reflect any discontinued services.

9.3 Effect of Approved Operating Budget

In any fiscal year, the City shall pay compensation based upon the Approved Operating Budget as follows:

- A. Payment of the **Operations Fee** shall be in the amount set forth in the Approved Operating Budget for that fiscal year, except as may be adjusted by the addition or deletion of parking facilities or parking spaces.
- B. The City shall compensate the Operator for non-staff related reimbursable expenses at only the rates set forth in the Approved Operating Budget.
- C. Each month the City will reimburse the Operator for each category of non-staff related reimbursable expenses up to no more than the total monthly amount set forth for that category in the Approved Operating Budget. Notwithstanding the foregoing, the City will reimburse a particular category of non-staff related expenses in an amount exceeding the total monthly amount set forth in the Approved Operating Budget when the occurrence of such excess expenses has been pre-approved in writing by the Parking Administrator.
- D. The City shall compensate the Operator for staff related reimbursable costs at the unit rates set forth in the Approved Operating Budget.
- E. Each month the City will reimburse the Operator for each category of staff-related reimbursable expenses up to no more than the total monthly amount set forth for that category in the Approved Operating Budget as that category may from time to time be revised to reflect changes in the annual approved staffing plan. Notwithstanding the foregoing, the City

will reimburse a particular category of staff-related expenses exceeding the total monthly amount set forth in the Approved Operating Budget when the occurrence of such excess expenses has been pre-approved in writing by the Parking Administrator.

10. SEMI- ANNUAL ANALYSIS REPORT

At the midpoint of the fiscal year the Operator shall perform detailed analyses on the current financial status of each budget line item contained in the Approved Operating Budget, including a review of projected revenues and expenses against actual revenues and expenses. The analyses shall be due to the Parking Administrator fifteen (15) days after the end of the second quarter (which ends March 30th.) The Parking Administrator may revise the Approved Operating Budget based upon the results of this analysis.

The following should also be contained in the semi- annual report:

- A. An inventory of all property and equipment used in connection with the Parking Facilities shall be conducted and reported semi-annually to the Parking Administrator.
- B. A final inventory shall be submitted to the City no later than thirty (30) days prior to the expiration or earlier termination of this Operating Agreement.

11. REPORTS AND RECONCILIATION OF OPERATING ACCOUNTS

The Operator shall provide the Parking Administrator with the following documents:

Monthly Reports

No later than the 15th day of the month the Operator shall file with the Parking Administrator a written report of parking operations at the Parking Facilities for the preceding month. Each report should contain the following information:

- A. A detailed accounting of all parking fees, charges and monies collected at each of the Parking Facilities, including late payment envelopes issued versus payments received and envelopes still outstanding, and of all parking fees, charges and monies deposited into the City's account.
- B. The amount of any parking fees undercharged, lost, not collected, not deposited or not turned in by the cashier shall be paid by the Operator to the City, unless the Operator can justify the discrepancy, in writing, as the fault of the City to the satisfaction of the Parking Administrator within thirty (30) days of the discrepancy. The value of parking fees for each unaccounted-for motor vehicle are to be calculated as the maximum daily rate in effect for the Parking Facility at which the discrepancy occurred.
- C. All amounts overcharged by the Operator and all amounts received by the Operator in excess of those reported should be paid to the City by the Operator regardless of the amount or the reason for the overcharge.

- D. All amounts of monies owed to the City by the Operator according to this subsection shall be deducted from the monthly payment to the Operator.
- E. A reconciliation of the number of revenue transactions conducted, the number of motor vehicles that have entered and exited the Parking Facilities, and the number of tickets issued, separated by Facilities. The Operator shall pay to the City the parking rate applicable to each unaccounted for parking ticket or vehicle to be calculated as the maximum daily rate in effect for the Parking Facility unless the Operator can explain the discrepancy, in writing, to the satisfaction of the Parking Administrator.
- F. The number and type of validations sold and to what company/organization were they sold.
- G. A detailed report of all uncollected/insufficient fund transactions (IOU), including the individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).
- H. Occupancy data per Parking Facility during hours of operation or on an as needed basis (24/7).
- I. A report of all monthly permits activated or deactivated by card number, customer name and facility.
- J. Detailed documentation of all activities listed on the Maintenance Checklist, corrective action(s) taken on noted discrepancies.
- K. A written report of the physical status/condition of the Parking Facilities, including summaries of any damage and any unusual or significant maintenance activities that occurred during the month or that are anticipated to occur within the upcoming months.
- L. A written report of each and every malfunction of the Revenue Control System. Such documentation shall include, but not be limited to, identifying the specific component of the Revenue Control System that malfunctioned, the nature of the malfunction, the time of the malfunction, any maintenance or repair procedures that were performed on the Revenue Control System, the individual who performed the repairs or maintenance, and any other reasonably related information that may be required by the Parking Administrator.
- M. Reasonably related information that may be required by the Parking Administrator.
- N. A reconciliation of accounts receivable for monthly permits (aging report – 90 days), including but not limited to, key card number, individual user name and/or company or business name, address, vehicle license plate number(s) and phone number(s).

- O. A reconciliation of monthly permits in which payment has not been received, included but not limited to, key card number, individual user name and/or company or business name, address and phone numbers, and by whom and the date the monthly permit was deactivated.
- P. The waiting list for monthly parking by Parking Facility, number of spaces requested, the customer name, address and phone number, including business name, address and phone number (s)
- Q. A reconciliation of the daily deposits to the monthly bank statement.
- R. Summary of occupancy data collected during daytime and evening peak usage.
- S. A detailed report, including supporting documentation, of all revenues collected and expenses paid.
- T. Any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.
- U. A comparison of the current month and year-to-date actual expenses to the relevant budgeted expenses, calculations of monthly and year-to-date variances from the approved budget, appropriate descriptions of any significant monthly or year-to-date variances, and a revised, annualized projection of monies to be collected and expenses to be paid for the balance of the calendar year.

Quarterly Reports

On or before the end of each quarter the Operator shall provide the City with the following reports:

- A. Written report identifying the results of the Customer Service Survey for each Parking Facility as outlined below.
- B. Written report describing the Internal Audits conducted by Operator during the quarter.

Annual Reports

On or before June 30 of each calendar year, the Operator shall provide the City with a written report describing the External Audit conducted per Section 7.2.

Reports of Theft or Damage and Customer Complaints

Within thirty (30) days after award of the Operating Agreement, the Operator shall provide City with its formal Customer complaint process and complaint form. This process and form shall be subject to approval by the City and shall provide the City with sufficient information to document and account for Customer claims for theft, damage, or other complaints, and to show the status or resolution of such complaints. City may from time to time establish or modify requirements for such complaint process.

- A. The Operator shall respond to Customer complaint by the end of the next Business Day and shall fax/e-mail copies of complaint and resolution to the Parking Administrator within five (5) days after complaint received.
- B. Written Reports and photos of Theft/Damage to City Property, Parking Facilities, Customer vehicles or property.
- C. Written Reports of Customer Complaints.
- D. Maintain a daily log of reported thefts, vandalism or damage to City property, Parking Facilities or customer vehicles or property.
- E. In the case of theft or deliberate damage to the City or Customer property by an employee of the Operator, the Operator shall submit to the Parking Administrator a report which identifies the name and job title of the employee who committed the theft or damage, the amount of the theft or damage as can best be determined, and the action which the Operator either has taken or proposes to take. Theft including, but not limited to, intentionally failing to issue a parking ticket to a Customer, intentionally failing to turn in all parking tickets at end of a shift, taking of cash receipts, intentionally mischarging Customers, taking any part of a Customer's vehicle, or taking any article left in or on a Customer's vehicle. The Operator shall inform all personnel of this requirement and require that they fully abide by it.

Reports must be available in electronic and hard copy format on an as needed basis. City shall have the ability to access Operators revenue reporting system to view and print revenue and expense reports. The City has the right to any other financial or operating information that may be reasonably required from time to time by the Parking Administrator.

11a. RECORDS TO BE MAINTAINED

The Operator shall maintain certain records, including books of account, ledgers, vouchers, invoices, canceled checks, journals and records of account (collectively, "Records") evidencing and documenting all charges, expenditures, disbursements and money transactions relating to the Operator's operation, management and supervision of the Parking Facilities. The Records required to be maintained may include the following, but are not limited to:

- A. All Records shall be kept in accordance with generally accepted accounting Principles.
- B. The Operator shall keep separate and distinct its auditing and cash handling duties. Those employees of the Operator responsible for auditing and reconciliation of Records should not be involved in the collection or handling of parking fees, or vice versa, without the Parking Administrator's prior written approval.
- C. Records must be kept for a minimum of three (3) years, or for any longer period required as a minimum by the Operator's own company.

- D. Records must be made available for inspection, copying or audit at any time during regular business hours, upon request by the City Attorney, City Auditor, City Manager, Parking Administrator or a designated representative of any of these officers. The Operator shall provide copies of Records to the City for inspection at City Hall, or other appropriate City location, when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the books and records shall be available at the Operator's Office.
- E. Where the City has reason to believe that the Operator's Records may be lost or discarded due to dissolution, disbandment or termination of the Operator's business, the City may require that custody of the books, records and documents be given to the City and that they be maintained in City Hall, or other appropriate City location. Any party authorized by the Operator, the Operator's representatives, or the Operator's successor-in-interest may have access to the Operator's Records maintained at City Hall, or other appropriate City location.

12. OPERATING PROCEDURES

The Operator shall be responsible for developing written procedures based upon administrative guidelines, procedures and directions promulgated by the Parking Administrator relating to the management, operation and maintenance of the Parking Facilities. All such guidelines, procedures and directions shall be consistent with the terms and conditions of this Agreement. To the extent that such guidelines, procedures and directions are inconsistent with the Agreement the Agreement shall control.

Within thirty (30) days after award of this Operating Agreement first becomes effective, a copy of the written procedures for operations, management, maintenance, cash handling and auditing procedures for each Parking Facility shall be submitted for review and approval to the Parking Administrator. Thereafter, the Operator shall make necessary revisions on an as needed basis, but at least on an annual basis and no later than September 30 of each year, submitted to and approved, in writing, by the Parking Administrator.

13. EMPLOYEE TRAINING

The Operator shall provide in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties. A copy of the written training procedures for all employee classifications shall be submitted for review and approval to the Parking Administrator. Thereafter, the Operator shall make necessary revisions on an as-needed basis, but at least on an annual basis, submitted to and approved, in writing, by the Parking Administrator.

General Training

- A. The Operator shall establish in-service training programs for its employees who work at any of the Parking Facilities in their respective job duties.

- B. The Operator shall train all of its employees prior to being assigned for service in the Parking Facilities. The initial training shall be in the form of an employee orientation lasting no less than 32 hours. The employee(s) shall complete this training within ten (10) days of their hire date. Operator shall notify the City of completion of training of each employee within twenty-four (24) hours of said completion.
- C. Operator shall submit a copy of its Employee Training Manual to the City within thirty (30) days after award of this Operating Agreement for approval, in writing, by the Parking Administrator.
- D. Operator shall conduct employee training sessions quarterly. These sessions should include topics such as but not limited to customer service training, operating cash management systems, ethnic sensitivity training, dealing with persons with disabilities, etc.

Customer Service Training

- A. The Operations/General Manager shall also be responsible for ensuring that all employees who have public contact complete the Central Parking System required Customer Service Training Program.
- B. For new employees, training in the Central Parking System Customer Service Training Program shall be a mandatory part of the orientation, and each employee must complete the training within the first 10 days of employment
- C. All employees shall be required to complete a documented refresher course on a minimum annual basis.
- D. The Customer Service Training Program and curriculum shall address the following objectives:
 - Increasing Customer service skills, specifically increasing abilities in both verbal and non-verbal communication with Customers by providing standard greetings, ways to deal with conflict, and resources to consult when asked questions beyond their knowledge.
 - Expanding knowledge of downtown events, businesses and services available within a two-block radius of each Parking Facility, and

Revenue Control Equipment Training

The Operator shall also train its employees on the proper use of all Revenue Control Systems. Such training shall include, but not be limited to, the following:

- A. Processing Transactions/Tickets (including pre-pay and post-pay transactions)

- B. Creation, processing and reconciliation of Validations
- C. Processing of Exception Tickets, including lost ticket, ISF, unreadable validation & unreadable tickets.
- D. Setting vehicle counts (including for reserve and non-reserve occupancy in parking facilities)
- E. Setting parking rates (including pre-pay and flat fee rates)
- F. Activating and deactivating parking access cards
- G. Installing tickets & receipt tape in equipment
- H. Collection and reconciliation of revenue from equipment
- I. Produce system reports (i.e. event/alarm reports, parking access card reports including active parking cards, pass back, active cards, paid and unpaid parking cards; cashier transaction reports as needed to review exception, pre-pay and other activity as needed; cashier shift, facility daily and month end reports as needed and validation activity report - revenue reduction report).
- J. Perform routine maintenance and minor repairs

14. CLASSIFICATION AND DUTIES OF EMPLOYEES

The Operator shall be solely responsible for selecting, hiring, employing, paying, supervising, training and discharging its personnel pursuant to the following terms and conditions:

- A. The Operator shall select and hire only persons who are well-qualified to perform the job duties for which they are being hired, who are neat, well-groomed, and courteous, who are able to communicate fluently in the English language, and who are capable of acting in the utmost professional manner when interacting with Customers and the general public.
- B. The Operator must provide the classifications of all employee positions as well as job descriptions duties of each position. Classifications might include, but are not limited to:
 - 1. Ambassador/Cashier: Performs duties in the collection of parking fees and provide customer service at Parking Facilities.
 - 2. Maintenance/Janitor/Custodial: Performs duties of Routine Maintenance and Minor Repair of Parking Facilities.
 - 3. Administrative: Assist in the administration and reporting of parking operations.

4. Site Manager/Supervisor: Assist the Field Operations Manager regarding day-to-day operations and staffing issues.
5. The Site Manager shall be subject to the approval of the Parking Administrator, at the Parking Administrator's sole discretion
6. Field Operations Manager: Responsible for the day-to-day management, supervision and operation of all Parking Facilities. During the hours that the Operations Manager is managing, supervising and operating the Parking Facilities, he/she shall not simultaneously be responsible for managing, supervising or operating any other non-City parking operations.
 - a) The Field Operations Manager shall have experience with similar types of revenue control systems used by the City, and shall have expertise in the operation, management and maintenance of parking facilities in a market similar to the market in which the Parking Facilities are located.
 - b) The Field Operations Manager will be required to have attended and completed an industry certified Parking Facility Manager training program similar to the CPFM credentials provided by the National Parking Association.
 - c) The Field Operations Manager shall be subject to the approval of the Parking Administrator, at the Parking Administrator's sole discretion.

Operator shall ensure that at least one (1) employee having decision-making authority with regard to the operation, management and maintenance of the Parking Facilities is available to the City by mobile phone twenty-four (24) hours a day, seven (7) days a week.

The Parking Administrator maintains approval rights for the appointing of the Site Manager and Operations Manager positions. The City reserves the right to request that an employee be replaced at any time without cause.

15. PROFESSIONAL BEHAVIOR

Operator shall be responsible for the conduct, demeanor and appearance of its employees while on or about the Parking Facilities or while acting in the course and scope of employment.

- A. While on or about the Parking Facilities or while acting in the course and scope of employment, all employees of the Operator shall be neat and clean, and shall act in a courteous and professional manner. No employee shall use improper language or act in a loud, offensive or otherwise improper manner.
- B. Staff members are trained as to the purpose of their positions and the importance of performing their jobs according to the City's operating instructions.

- C. All employees are at all times polite and courteous in their dealings with Customers, treating the public with care and respect.
- D. All employees are to be attentive, alert and responsive to all Customers issues, needs, comments or complaints.
- E. All employees speak clearly and in a professional manner while interacting with Customers, offering the assistance needed by each Customer;
- F. No employee acts so as to make a Customer feel threatened, insecure, or ignored while in the Parking Facilities.

16. DRESS CODE/UNIFORMS

Employees staffing the Parking Facilities shall wear a conspicuous I.D. badge and distinct uniform, pre-approved by the Parking Administrator, identifying such persons as parking service employees of Operator working with the City. Uniforms are required to be clean, pressed and professional in appearance.

The Parking Administrator shall approve any uniform and I.D. badge proposed by the Operator. The Parking Administrator shall not unreasonably withhold approval of any uniform and I.D. badge proposed by the Operator.

17. ROUTINE MAINTENANCE AND MINOR REPAIRS

Operator shall maintain all of the Parking Facilities in a clean, safe, sanitary and pleasing condition commensurate with the standards of maintenance, repair and operation specified in this Operating Agreement and with industry standards. Operator shall perform routine maintenance as set forth on Exhibit G and shall replace supplies that are used for parking services normally performed on a day-to-day or routine basis in order to keep the Parking Facilities operating in an efficient, clean and safe condition. Operator shall maintain an up-to-date maintenance checklist at each facility at all times.

Operator shall make minor repairs (defined as repairs costing \$250 or less per incident) promptly and as needed. Repairs in excess of \$250 which do not reasonably create an imminent threat to public safety shall be made after consultation with the Parking Administrator and as he directs. (As described below, Operator shall cordon off or otherwise secure any portion of the property that is in an unsafe condition and shall promptly notify the Parking Administrator for instructions.)

19. ADDITIONAL SERVICES

19.1 Monitoring Of Parking Facilities

During all hours of operation, Operator shall regularly tour the Parking Facilities to help prevent, deter or minimize vandalism, damage to, loss or theft of, vehicles and the contents thereof parked in the Parking Facilities and shall promptly report any suspicious or illegal activity or the presence of unauthorized persons to the Long Beach Police Department, Division of Parking Operations, and Traffic/Parking Control Officers, or a private security

agency as appropriate. The schedule of patrols shall be included in the Parking Facility Operating Procedures.

During operating hours, Operator shall monitor the fire alarm system and intercom system that is integrated in the revenue control equipment located in the Parking Facilities (if applicable), and shall promptly respond to calls for assistance received from Customers.

Operator shall immediately notify as appropriate the Parking Administrator via telephone and by written report of every reported or known incident involving accidental injury or criminal activity, and shall keep a record of such incidents.

Operator shall note any life safety or hazardous conditions that might appear to warrant action and report these conditions immediately to the Parking Administrator.

The Operator may be requested to enter an agreement for Security Services to patrol parking facilities.

19.2 *Parking Way Finding Signs*

Operator shall be responsible to maintain and replace all City-owned Parking Way Finding Signs that are located throughout the parking facilities. The Parking Administrator shall approve all signs and locations, as necessary.

19.3 *Special Event Parking Services*

The Operator shall provide the Parking Administrator, at least five (5) Business Days prior to a Special Event, a written plan setting forth operating procedures for the Special Event. The Operator shall staff these events as pre-approved in writing by the Parking Administrator. Expenses associated as a result of special events shall be included in the monthly operating expense report for the particular facility, but categorized as separate items. Operator shall cooperate with City personnel in the coordination of the Special Event with regards to traffic flow into, within and out of each Parking Facility, including without limitation, setting up and removing barricades, cones, signs or other equipment.

19.4 *Valet/Attendant Assisted Parking Services*

The City may, during the term of the Agreement, request the Operator to provide valet/attendant-assisted parking services. In the event that the City desires to request the Operator to provide valet/attendant-assisted parking services, it shall send a written notice of intent to the Operator. In the event that the Operator elects not to provide valet/attendant-assisted parking services, or if City and Operator do not reach an agreement regarding the adjustments to the **Operations Fee** or required amount of insurance, the City shall have the right to select another vendor to provide these services. The Operator shall agree to fully cooperate with the selected vendor.

20 SERVICES PROVIDED BY CITY

20.1 *Utilities And Office Space*

The City shall supply gas, water and sewer services to the Parking Facilities. Operator shall obtain electrical and telephone service and submit documentation for these items in

order to be reimbursed on a monthly basis for these items by the City. The City shall provide office space that is furnished with existing City-owned equipment and furniture for use by the Operator.

20.2 Equipment Inventory

Operator shall surrender to City all equipment located at the Parking Facilities, as shown on a certified inventory list of all City-owned property upon termination of this Agreement. Such property and equipment shall be returned in the same order and condition as when installed, except for reasonable wear and tear and damage beyond the reasonable control of Operator, such as from casualty or fire. Operator shall not dispose of any City property without the written consent of the Parking Administrator. An inventory and evaluation shall be taken upon termination to determine the status of all equipment hereunder. Discrepancies, except as noted in this section, shall be corrected at Operator's sole expense, said replacements to be of comparable quality with items in the original inventory. Operator shall assist City by maintaining an updated list of all equipment located in each Parking Facility.

20.3 Non-Routine Maintenance

"Non-routine maintenance" shall mean all maintenance and repair work that is not defined as routine maintenance and minor repair work, and generally includes structural repairs, repair of electrical, heating, cooling, plumbing, fire alarm/sprinkler, lighting, elevator and paving/concrete deck repair. Operator shall notify the City of all non-routine maintenance and repair work of which Operator has or should have actual knowledge that is required to keep the Parking Facilities in good and safe operating condition. The expense of non-routine maintenance shall be paid for by the Operator and reimbursed by the City.

20.4 Inspection And Standards Of Performance

The City shall have the right to make a complete or partial inspection of any or all Parking Facilities at any time to ensure that the standards of performance are being met as indicated in the Operating Agreement.

If the City changes or issues additional instructions, the Parking Administrator shall provide the Operator written notification and sufficient time to implement the changes before inspections based upon those changes. Notification time shall depend upon the nature of the change in procedure, and the Parking Administrator shall indicate on the new written procedure how many days the Operator has to implement the change prior to inspection.

EXHIBIT B-1

City's Cash Policy



Administrative Regulations

Number AR21-1
Issue 5

Subject: Procedure for Deposition Monies with the Financial Services Division, Central Cashiering Section.

I. PURPOSE

The purpose of this regulation is to establish procedures for the timely deposit of monies with Central Cashiering by all City departments and to provide instructions for completing a Deposit Receipt (DR).

II. SCOPE

This regulation is applicable to all City departments and offices responsible directly to the City Manager. It is also requested that elective offices and other independent offices and departments of the City comply with these procedures in the interest of administrative uniformity.

III. AMENDMENT

The City Manager may amend the policy, procedures and contents set forth in this regulation in accordance with the provisions set forth in Administrative Regulation 1-1

IV. INSTRUCTIONS FOR COMPLETING THE DEPOSIT RECEIPT (DR) Refer to the section in the Financial Management Accounting System Manual entitled "Deposit Receipt and Bank Depositing.

V. PROCEDURES FOR PROCESSING DEPOSITS

The following procedures and schedules are prescribed for depositing funds with Central Cashiering, Financial Services Division.

A. Monies received by all City departments shall be deposited with Central Cashiering within 24 hours if over one hundred (\$100.00) dollars or within two days if less than one hundred (\$100.00) dollars. Monies received on weekends or on a holiday will be deposited on the next or second work day, depending on the amount as previously described.

B. For the purpose of reconciliation, bank depositing and notification to General Accounting and the City Auditor, the "City Departmental Deposit Window" in Central Cashiering will be closed to all City departments from 11:30 a.m. until 1:30 p.m.

C. For those departments housed in City Hall, all monies received by them in the morning prior to the 11:30 a.m. cutoff are to be deposited in Central Cashiering by 11:30 a.m. Monies received in Central Cashiering after that time will be banked the following business day.

Departments not located in City Hall will be required to make deposits for receipts received before 11:30 a.m. that same day provided the amount is in excess of one hundred (\$100.00) dollars. Deposits are to be hand delivered to Central Cashiering, Plaza Level, City Hall. Do not transport deposits via the City Messenger Service.

Procedure for Deposition Monies with the Financial Services Division, Central Cashiering Section.

D. When a large check is received and there is inadequate time to prepare and meet the 11:30 a.m. cutoff, a departmental representative should contact the Central Cashiering Supervisor. Dependent on the amount of the check, the Supervisor will determine, whether to delay the bank deposit, have the check added to the next day's deposit or, if the amount is large enough, request a separate deposit slip and have it taken to the bank by the City Treasurer's staff.

E. When monies are received by the Financial Services Division for payment in an amount less than is due on an accounts receivable, it shall be at the discretion of the Financial Services Division to hold the monies until full payment is received or to deposit the monies as a partial payment.

F. Those departments who deposit directly to the bank must adhere to Administrative Regulation 21-1, section V-A "Monies received shall be deposited within 24 hours if over one hundred (\$100.00) dollars or within two days if less than one hundred (\$100.00) dollars". A copy of the bank deposit receipt and a copy of the City deposit receipt shall be forwarded immediately to the City Treasurer's office.

VI. PROCEDURE FOR VERIFIED BAGGED DEPOSITS

Prepare four deposit tickets. One deposit ticket is retained by the depositing department, two are delivered to Central Cashiering for forwarding to the bank, and one is forwarded to the City Treasurer's office along with the Financial Accounting System Bank Deposit (BD).

Each bag deposited with Central Cashiering must be accompanied by three bank deposit tickets. The deposit tickets should indicate the name of the department, date, and the amount of the deposit. The amount of the deposit should be listed on a separate deposit ticket by coin, currency, and checks.

VII. PROCEDURE FOR DEPOSITING PARKING METERS COIN

Loose coin from City parking meters is estimated by Public Works' personnel. After the coin is bagged, the estimated amount and the bag number are recorded on the bag tag. The total is also recorded in a daily log book by source. A covering DR is prepared by Central Cashiering and the pink copy is routed to Public Works.

VIII. PROCEDURES FOR DEPOSITS OF MONEY OTHER THAN BAGGED

Monies accompanying the DR are to be arranged as follows:

A. Coins are rolled in standard tubes as supplied by the bank, and stamped with the date and name of the department.

B. Currency is clipped, wrapped or banded as follows:

Denomination	Clipped	Wrapped or Banded
\$1.00	\$ 25.00	\$100.00
5.00	100.00	500.00
10.00	100.00	500.00 or 1,000.00
20.00	100.00	500.00, 1,000.00 or 2,000.00
50.00	100.00	500.00, 1,000.00 or 2,000.00
100.00	100.00	500.00, 1,000.00 or 2,000.00

The bands must be stamped with the name of the department, employee's initial and date for each deposit.

IX. PROCEDURE FOR ENDORSING CHECKS

Checks made payable to the City of Long Beach and an individual, or to an individual, or the individual's title with the City of Long Beach included as payee, should be endorsed exactly as shown on the face of the check. The following qualifying endorsement is also required:

"FOR DEPOSIT ONLY TO THE CREDIT OF
CITY OF LONG BEACH, CALIFORNIA."

Each deposit must be accompanied by an adding machine tape. The tape must begin with a total symbol, followed by a listing of each check, subtotal, silver, currency, and total, as follows.

Example:		0.00	T
		125.76	+
		28.32	+
		875.00	+
	Checks	1,029.08	S
	Silver	0.86	+
	Currency	723.00	+
		1,752.94	T

X. DEPOSIT ACCEPTANCE PROCEDURES

When a deposit is made at the City Departmental Deposit Window, the total of the checks, currency and coin must agree with the grand total. If the total does not equal the DR, everything will be returned to the departmental representative for necessary corrections.

After the funds have been verified, a number from the DR log book will be issued and entered on the deposit receipt along with the BD number, the deposit date and receiver's signature. If the DR is prenumbered, that number and the department name will be entered into a separate log book, and the transaction completed as above. The depositing department receives the pink copy of the DR, and the white and yellow copies are retained in Central Cashiering for distribution to the City Treasurer and General Accounting.



Administrative Regulations

Number AR20-1
Issue 3

Subject: Change Accounts.

ADMINISTRATIVE REGULATION

I. PURPOSE:

A Change Account is used to facilitate the collection of money from customers. The amount of the Change Account is deducted from the total cash on hand at the close of each business day to determine the daily collections. The total amount of the Change Account is reflected in the City records as a Balance Sheet asset under the title "Change Account".

II. SCOPE:

The provisions of this Administrative Regulation will apply to all departments under the administrative control of the City Manager. In the interest of uniformity, effectiveness and completeness, it is requested that elective officials and other independent offices and departments also comply with this regulation.

III. AMENDMENT:

The City Manager may amend the procedures and contents set forth in this regulation from time to time as appropriate.

IV. CHANGE ACCOUNT CONTROL

Change Account requirements have been previously analyzed. A tabulation of individual departmental allocations is on file with the Financial Management Department, Accounting. Accounting is responsible for the administration of all Change Accounts, less advances to City Departments. The Department head or his designee is responsible for maintaining said advanced accounts intact at all times. The remaining unassigned portion of the Change Account not permanently assigned to a City department, will be charged to the City Treasurer for custody and temporary assignment to meet special change making requirements of the various City departments.

V. CHANGE ACCOUNT PROCEDURES:

A. Requests for a Permanent Change Account or Increase in an Existing Change Account:

Memoranda of request for a permanent Change Account or an increase in an existing Change Account are to be forwarded to the Director of Financial Management with a description as to the need, office responsible and the amount. After approval, the Director of Financial Management will forward the original of the memorandum to Accounting Operations with a copy to the initiating department. The approved memorandum will serve as the initiating department's authority to prepare a Direct Payment for the Change Account amount (see Section VI - 19 of the Financial Management System Manual). The Direct Payment amount will be charged to "General Ledger Account 081" for the Fund using said Change Account. A check will be drawn payable to the department head. Said department will cash the check and deposit the proceeds in the department Change account. For permanently assigned Change Accounts there will be no definite date for return of said moneys.

B. Decrease in Change Account Amount:

Should a smaller Change Account be required by curtailed operations, the excess will be returned in the following manner:

A Deposit Receipt will be prepared with the amount returned being credited to Change Account "General Ledger Account 081". Appropriate organizational and subsidiary code numbers will also be indicated (see Section VI - 29 of the Financial Management System Manual). The moneys will be deposited with Central Cashiering.

C. Return of Change Account:

If it is determined that the Change Account is no longer required, said funds are to be processed and returned as outlined in V-B above.

D. Temporary Change Account Requirements:

The City Treasurer is responsible for the unassigned balance of the total Change Account. This sum is available for temporary usage such as Automobile and Police Surplus Property Auctions, Rabies Control Clinics, etc.

If the need for a Temporary Change Account will not exceed 30 days, a requesting memorandum should be sent directly to the City Treasurer. When moneys are advanced, the departmental representative will sign for moneys received, indicating the date and dollar amount. A copy of the executed memorandum will be given to the departmental representative. When the moneys are returned, the City Treasurer will acknowledge the amount returned and the date. A copy of the memorandum will also be retained by both parties.

E. Stolen Change Account Moneys or Receipt of Counterfeit Moneys

The replacement of stolen Change Account moneys or counterfeit moneys by any department should be documented and replaced from a departmental appropriation by issuing a Direct Payment made payable to the Department Head.

F. Audit of Change Account:

A complete listing of all Change Accounts in the City, the persons responsible for their custody, and the amount of each Change Account will be maintained by Financial Management Departments, Accounting. All departmental Change Accounts are subject to review at any time by administrative officials or the City Auditor.

EXHIBIT B-2

CASH HANDLING PROCEDURES

LONG BEACH MARINA PARKING PAY STATIONS

[Adapted from the City policy of the same name]

- I. PURPOSE:
 1. The purpose of this policy is to establish procedures for the general maintenance, collection of coin and currency and general operation of the parking pay stations located in parking lots identified as Marina Green, Pier Point Landing and Belmont Pier.
 2. This policy is to ensure proper revenue handling procedures for the collection, transportation, temporary storage, deposits and audit controls.
 3. This policy is to ensure the safety of City employees, contracted personnel and other individuals assigned or provided permission to collect, observe, and/or maintain parking pay stations located in designated parking lots.

- II. POLICY:
 1. The collection, transportation, temporary storage, and deposit of funds collected from the parking pay stations shall be accomplished in accordance with this Policy.
 2. Scheduled maintenance and daily trouble call maintenance shall be performed in accordance with this policy.
 3. This policy pertains specifically to the Community Development Department – Parking Operations Division and designated contract vendor as approved by the Marine Bureau-Department of Parks, Recreation and Marine (PRM). **This order and the information contained herein shall not be released to the public, unauthorized vendors, unauthorized contract personnel, or other City personnel whose duties and/or responsibilities do not include maintenance, collection, transportation, deposit, reconciliation or management of revenue collected for the parking pay stations located in the Long Beach Marina parking lots.**

- III. DEFINITIONS:
 1. **Parking Pay Stations** - Pay on foot machines located in the City owned designated parking lots. Each machine sells hourly parking at posted rates during posted hours of enforcement.
 - Marina Green Parking Lot - Eight (8) Machines
 - Pier Point Plaza Parking Lot – Three (3) Machines and
 - Belmont Pier Parking Lot - Four (4) Machines.
 2. **Scheduled Cash Revenue Collection** - A pre-determined collection procedure outlined in Section IV, Sub Section A, paragraphs A – J below.
 3. **Designated Collection Officer** - An employee designated and identified by management to collect revenue and/or provide maintenance for the Parking Pay Stations located in the Marina Green, Pier Point Plaza and, Belmont Pier and other designated parking lot locations.

4. **Designated Security Officer** - An employee designated and identified by management to accompany and provide security for the Designated Collection Officer during scheduled and non-scheduled Cash Revenue Collection at the Marina Lot pay stations.
5. **On Duty Parking Supervisor** - An employee designated by management whose duties include supervision of contract personnel and City of Long Beach personnel responsible for the collection, delivery, counting and depositing of revenue collected from the Ventech machines located in marina and other designated parking lots.
6. **Bill Cassettes** - Lockable cassettes designed to attach to bill validators located inside each Parking Pay Stations. The Bill Cassettes house paper currency used at the Parking Pay Stations to purchase parking time.
7. **Coin Bag** - Red lockable canvas bags designed to attach to the coin validator located inside each Parking Pay Station. The Coin Bag houses coins used to purchase parking time not required to replenish the Self Replenishing Change Bank.
8. **Self Replenishing Change Bank** - A reserve coin bank located inside the Parking Pay Station. The coin bank will retain the maximum of \$30.50 in coins: 69 Quarters - \$17.25, 99 dimes - \$9.90 and 67 Nickels - \$3.35. This coin reserve will only be issued if the main hopper is unable to dispense the required amount of change due the patron.
9. **Hopper** - A manually filled coin bank that will house a maximum of 600 quarters or 400 dollar coins to be issued as change.
10. **Cash Collection Key Set** - A Cash Collection Key set shall include 1 each of the following keys Main Cabinet Key, T-Bar, Bill Cassette Removal Key, Coin Bag removal Key and a Hopper Key.
11. **Unscheduled Revenue Collection** - A revenue collection, approved by management, which does not occur on a regular basis. The revenue collection procedures are outlined in Section IV, Sub Section A, paragraphs 1 -10.
12. **Revenue Collection** - The act of removing coin and currency from the Ventech machines using guidelines and procedures approved by management of the Marine Bureau-Department of PRM and Community Development Department - Parking Operations Division.
13. **Parking Operations Administrator** - A person, designated by the City Manager, as the party ultimately responsible for the collection, delivery, replenishment, recording, deposit and reporting of revenue designated as Parking revenue.
14. **Security Vehicle** - A vehicle containing the appropriate markings, signage, supplies and equipment designated to be used by the Designated Collection Officer and Designated Collection personnel during the collection of revenue. The vehicle shall be operated by the Designated Security Officer:
 - a. During the collection and replenishment of coin and currency designated for use in the designated Ventech machines;
 - b. During the pick-up and delivery of revenue to a location designated by management;
 - c. As designated by management.
15. **Test Ticket** - A receipt that prints automatically, following the collection process; the issued receipts confirm that the machine is "back on line" and operational.

16. **Designated Secure Location** - A building, an office or other location pre-determined by the Parking Operations Administrator, Financial Manager, Manager of Community Development or designee as secure for the temporary storage and safe keeping of funds identified as parking revenue.
17. **Designated Cash Collection Station** - Ventech machines identified and operated by the City of Long Beach for the payment of parking fees.
18. **Cashier** - Employees identified by management, to receive, record and temporarily hold funds received as parking fees.
19. **Lead Cashier** - An employee designated by management to:
 - a. Verify and distribute pre-determined funds to cashiers. The distributed funds are to be used as change as patrons pay parking fees.
 - b. Verify funds returned by cashiers at the end of their designated shift.
 - c. Receive, secure and count revenue collected by each cashier during his or her shift.
 - d. Prepare audit slips.
 - e. Prepare bank deposits and deposit slips.
 - f. Release funds to designated armored car personnel (Loomis Armored Car Service) for transport to a bank designated by the City Manager or Financial Manager.
20. **Management Personnel** - Employees appointed or employed by the City of Long Beach as managers or management personnel.
21. **Audit Slip** - Document used by managers, supervisors, office leads, cashiers and other designated personnel to record currency and coin collected from designated Ventech machines. (See Exhibit A)
22. **Bank Security Personnel** - A vendor, contracted with the City of Long Beach, to receive monies collected for City sponsored events or services. The City Parking Administrator, Financial Manager, Community Development Department Manager, Marine Bureau Manager or their designee will designate the vendor.

IV. PROCEDURE:

A. REVENUE COLLECTION PROCEDURES

1. Each Monday, Wednesday, Friday and Saturday, the Designated Collection Officer and Designated Security Officer shall initiate scheduled collection procedures of all designated Parking Pay Stations noted under Section III, Item 1. The Designated Collection Officer shall notify the Designated Security Officer of the time and location to meet prior to starting the scheduled cash revenue collection. Upon arrival of the security officer, the Designated Collection Officer shall notify the Supervisor that the scheduled cash revenue collection has started.
2. The Designated Collection Officer and the Designated Security Officer shall gather the following equipment for the Revenue Collection at each designated location:
 - Fifteen pre-numbered empty Bill Cassettes
 - Fifteen pre-numbered empty Coin Bags
 - One complete Set of Cash Collection Keys
 - Daily Log

3. The Designated Collection Officer and the Designated Security Guard shall depart in a designated security vehicle and proceed directly to the first Ventech machine to collect funds.

B. DESIGNATED SECURITY OFFICER RESPONSIBILITIES:

1. When approaching each Ventech machine, the Security Officer shall check the surrounding area for potential threats or danger.
2. If the area is deemed unsafe or dangerous, the Security Officer shall not stop the vehicle. The Officer shall leave the area immediately; notify the Parking Supervisor, Police Department and other authorities as necessary.
3. If the Security Officer deems the area free of potential danger and harm, the collection procedures should proceed.
 - a. The Security Officer shall park the security vehicle as close to the Parking Pay Station as possible and leave the motor running. **URGENT: DO NOT TURN THE MOTOR OFF.**
 - b. Depart the vehicle, first, to establish a *presence*
 - c. **Leave the doors to the vehicle open**
 - d. Instruct the Collection Officer to remain inside the vehicle until he/she receives instruction that it is safe to exit.
 - e. Give oral instruction to the Collection Officer to exit the vehicle and proceed with the revenue collection. when the area is deemed safe.
 - f. Open the trunk of the security vehicle.
 - g. The Security Officer shall act as barrier preventing unauthorized personnel from approaching the Parking Pay Station or Collection Officer. The Collection Officer shall be shielded from any and all persons not authorized to be present during Cash Collection.
4. Upon completion of Cash Collection, the Collection Officer shall orally notify the Security Officer that the collection process is complete and immediately re-enter the Security vehicle.
5. Upon receiving oral notification from the Collection Officer that revenue collection is complete, the Security Officer re-enters the vehicle
6. The Designated Collection and Security Officers shall proceed directly to the next Pay Station
7. Steps 1 – 6 are to followed at each Pay Station
8. The Designated Security Officer shall remain with the Designated Collection Officer and maintain a presence with the cash revenue until the revenues are delivered to the designated collection office or specified, secure location.

C. DESIGNATED COLLECTION OFFICER RESPONSIBILITIES

At each Parking Pay Station:

1. The Collection Officer shall wait for an oral command from the Security Officer that it is safe to exit the vehicle.
2. Proceed directly to the trunk of the Security Vehicle
3. Remove one empty Bill Cassette and one empty Coin Bag. Proceed directly to the Parking Pay Station

4. Staging the empty Coin Bag and Bill Cassette on the ground in front of the Parking Pay Station.
5. Unlock and open the Main Cabinet Door to the Pay Station, using the Main Cabinet Key and T-Bar
6. Unlock and remove the Bill Cassette from within the Pay Station
7. Unlock and remove the Coin Bag from within the Pay Station
8. Insert, into their corresponding receptacles, an empty pre-numbered Coin Bag and Bill Cassette.
9. Remove the test ticket generated by the dispenser.
10. Place test ticket with the corresponding bill cassette and coin bag.
11. Place the Coin Bag and Bill Cassette securely into the trunk
12. Close the Main Cabinet Door and tighten with the T-Bar, insert the lock tumbler and remove the key. Check to ensure the Main Cabinet door is securely closed.
13. Secure the trunk of the Security Vehicle
14. Re-enter the Security Vehicle and orally notify the Security Officer that the Cash Revenue Collection has been completed.
15. Proceed to each Pay Station.
16. Record all relevant information on the log. For example: Test ticket not generated when bag was removed; graffiti on the pay station; bill acceptor jammed, etc.
17. Repeat the procedures outlined in Steps B and C, above, at each Pay Station.

D. DESIGNATED COLLECTION AND SECURITY OFFICER RESPONSIBILITIES

The Designated Collection and Security Officers shall maintain full custody of all monies collected until the monies are securely deposited at the designated Cash Revenue Collection Station or other designated secure location.

1. After completing the Cash Revenue Collection at the last Parking Pay Station
 - a. Go directly to the designated Cash Revenue Collection Station or other pre-determined, designated secure location.
 - b. Deposit all monies collected and the change fund in a designated safe.
 - c. Immediately return to the designated location to surrender the Cash Collection Key Set.
 - d. The Collection Officer, in the presence of the Security Officer, shall contact the Supervisor or employee, designated by the supervisor, to inform him/her that the Cash Revenue Collection has been successfully completed.
 - e. The Supervisor or designee shall main a log to record the date and time notified and keys returned. The Supervisor, designee, Collection Officer and Security Officer shall sign the Cash Collection Key log.
 - f. The Designated Collection and Security Officers are now released from the responsibilities and duties of the Cash Revenue Collection.

STORAGE OF CASH COLLECTION KEYS

All Cash Collection Keys shall be stored in a secure location, designated by the manager.

1. Cash collection officers must notify the designated manager or designated supervisor prior to removing cash collection keys from the designated secure location.
2. Only managers, supervisors or designated collection officers shall remove and replace cash collection keys from and into the designated area.
3. The designated manager, supervisor or designee shall maintain a log to record the names of designated collection officer, designated security officer and supervisor or manager removing and replacing keys in a predetermined area. The log shall be used to record the names; dates and times keys are removed and returned to the secure location.

MAINTENANCE

4. *Routine maintenance of the Pay Station machines is to be performed by the Designated Collection Officer or another employee approved by management.*
5. Non-Routine maintenance of the Pay Station machines is to be performed by a Ventech representative.
 - a. The Designated Collection Officer shall assess the problem and notify the Designated Security Officer, manager or supervisor immediately.
 - b. The Designated Collection Officer shall place an "Out of Order" sign on the Machine with direction to the nearest pay station.
 - c. The Manager or supervisor should notify the:
 - Ventech representative immediately to report the problem
 - The designated personnel of the Marine Bureau

F.

UNSCHEDULED REVENUE COLLECTION

Only authorized persons may initiate unscheduled revenue collections. All policies and procedures outlined in Section IV, Subsections A through D, above, will be maintained.

COUNTING REVENUE COLLECTED FROM PARKING PAY STATIONS

1. The designated Revenue Officer shall receive all revenue collected by the Designated Collection and Security Officers. The Revenue Officer shall secure, in a pre-determined, designated safe all monies pending counting of the revenues and change fund.
2. Counting Revenue
 - a. When the Revenue officer begins counting the monies, the revenue officer will do the following.

- i. Separate each machines Bill Cassette and Coin Bag with Cash Box Receipt.
 - ii. Prepare an Audit Slip for each Parking Pay Station (See Appendices, Item #1)
- b. Open the first Parking Pay Station Bill Cassette and Coin Bag.
3. Record on the Audit Slip the Parking Pay Station location and Number, Cash Box Receipt Number, coins issued from Hopper, and the amount of each bill and coin denomination collected from that Parking Pay Station.
4. Attach the Cash Bag Receipt to the Audit Slip.
5. Once reconciled, complete Steps 4 and 6 for each of the remaining Parking Pay Stations collected.
6. Once all Parking Pay Stations have been counted forward the Audit Slips to the Auditor.

G. AUDITS OF THE PARKING PAY STATIONS

The designated auditor is to perform audit procedures following each collection of revenue from the Parking Pay Stations. The audit function will ensure the accuracy of funds collected and funds deposited. Daily audits will allow the auditor to determine the accuracy of reports and assist in monitoring usage of each pay station.

STORAGE OF CASH COLLECTION KEYS

All Cash Collection Keys shall be stored in a secure designated location. Keys shall be checked out and in only for the purposes of a Cash Revenue Collection.

L. MAINTENANCE

1. Routine maintenance shall be the responsibility of the designated collection officer, supervisor or manager.
2. Non-Routine maintenance shall be the responsibility of the vendor:
 - a. "Cheri Bergen" cbergen@pacpark.net
 - b. "Vern Cash" vcash@pacpark.net
 - c. Pacific Parking Systems, Inc. (800) 663-7008

EXHIBIT C

COMPENSATION

The Operator's compensation shall consist of the Operations Fee plus Reimbursable Expenses.

1. Operations Fee

The Operations Fee shall not exceed Two Million Two Hundred Sixty-three Thousand, Four Hundred Eighteen Dollars (\$2,263,418).

1.1 *Included Items*

The Operations Fee shall be calculated as a flat fee for each hour worked per employee based on the classification of each employee performing a specified function. This hourly fee shall include the following expenses:

- a) Uniforms
- b) Company required custom-printed forms
- c) Employee salaries (subject to adjustment by changes in California minimum wage laws)
- d) All Company-offered employee fringe benefits including employee incentive programs
- e) All required payroll taxes
- f) Minimum of 12 mystery shops annually per location
- g) Annual customer satisfaction surveys for each location including customer incentive for completing survey
- h) Monthly sales audits for each location
- i) Bi-annual business audit for each location
- j) All company required insurance premiums and deductibles
- k) All company required operating permits and licenses
- l) All company required supplies such as pens, paper, and standard forms (excludes custom forms required by the City)
- m) All employee personal products such as paper towels, toilet paper, and hand soap where needed
- n) Bottled water if desired
- o) Company required supervisory and/or management training
- p) A minimum of \$10,000 per year to be used for employee incentives. Any amount not spent in one fiscal year shall be rolled over into the next fiscal year.

1.2 Billing Schedule and Flat Fees Per Employee Classification

Billing Schedule

Service Level	Billing Rate	Estimated Annual Hours	Estimated Annual Cost
Program Manager	\$40.82	2,112	\$86,212
Site Manager	\$28.29	4,080	\$115,423
Assistant Manager	\$25.58	2,112	\$54,025
Supervisor	\$22.48	7,960	\$178,941
Office Rep	\$17.27	2,292	\$39,583
Office Lead	\$17.05	15,186	\$258,921
Traffic Director	\$15.40	23,292	\$358,697
Cashier	\$15.40	61,635	\$949,179
Maintenance	\$15.40	14,444	\$222,438
			\$
Total		<u>133,113</u>	<u>2,263,418</u>

Additional Costs

Professional Security	\$307,945
Maintenance	\$266,549
Repair	\$106,020
Office Administration	\$48,789
Miscellaneous	<u>\$52,300</u>
	\$781,603
Estimated Total	\$3,045,021
25% Contingency for Additional Sites	\$761,254
Not to Exceed Annual Budget	\$3,806,275

2. Reimbursable Expenses

2.1 Conditions for Reimbursement

Each month, the City shall reimburse the Operator for the expenses set forth in Section 2.2. Reimbursable expenses (except for those incurred by Emergency Actions) shall not exceed \$781,603 unless approved in writing and in advance by the Parking Administrator. Reimbursement of these operating expenses is subject to the following general conditions:

- a. They shall be reimbursable only to the extent that the Operator submits sufficient documentation to the Parking Administrator that the expenses were directly incurred in providing the required parking services to the Parking Facilities.
- b. The Operator shall not be reimbursed for any otherwise reimbursable expense incurred during a particular month to the extent the amount exceeds the Approved Operating Budget for the expense unless the Parking Administrator pre-approved, in writing, such expenditure.
- c. Absent changes in the California minimum wage law, during the initial one-year term, the maximum amount of reimbursable expenses for which the City will reimburse Operator shall not exceed Three Million Forty-Five Thousand, Twenty-One Dollars (\$3,045,021.00). Operator shall not be required to provide services that would cause operating expenses to exceed this maximum amount.
- d. Any and all expenses incurred by the Operator in providing the required parking services not identified as being reimbursable must be approved in advance by the Parking Administrator.

2.2 Included Items

The following expenses, as supported by documentation and in reasonable amounts, shall be reimbursable by the City:

- a. Power Washing and Sweeping;
- b. Armored Transport Services;
- c. Operating Supplies and Materials (cones, paint, mops, cleaning supplies);
- d. Utilities paid by Operator;
- e. Lighting/Electrical Maintenance;
- f. Revenue Control Equipment and Maintenance;
- g. Signage (rates, regulations, directional);
- h. Fire Suppression Systems (Extinguishers & Emergency Monitoring Services);
- i. Emergency Action Expenses (The City shall reimburse the Operator for reasonable costs incurred by the Operator in response to unsafe conditions or in the implementation of Emergency Actions, to the extent such actions are reasonably implemented to protect persons and property. Notwithstanding the foregoing, there shall be no reimbursement for costs incurred as a result of the Emergency Actions caused by the negligence or willful misconduct of the Operator.) ;
- j. Leased vehicle expenses;
- k. Security Services;
- l. Sanitary Supplies;
- m. Landscaping Services;
- n. Air-Conditioning and Heating Service;

- o. Other Items As Approved By the Parking Administrator;
- p. Pest control;
- q. Cost of Faithful Performance Bond; and
- r. Credit card fees for customer charges.

3. NON-REIMBURSABLE EXPENSES

Operator is not entitled to reimbursement for items not listed in 2.2 above, including but not limited to:

- A. Employee training, other than normal employee wages for employees assigned to the City.
- B. Industry standard management or supervisory training or certification.
- C. The cost of Emergency Actions caused by the negligence or willful misconduct of the Operator.
- D. The cost of revenue control equipment maintenance caused by the negligence or willful misconduct of the Operator.
- E. Bank charges related to any returned personal checks.
- F. Employees not identified in the Approved Staffing Plan.
- G. Cost of additional telephone or communication lines, not identified on City's Equipment Inventory list required by the Operator for the operation and management of the Parking Facilities
- H. Meals, mileage, gratuities or gifts.
- I. Employee incentives

4. Compensation For Superior Customer Services

The City shall pay Operator additional compensation for Superior Customer Service on an annual basis, if the Operator qualifies for such compensation. The Customer Service Survey, approved by the City shall be structured to obtain a point score. Each question shall be rated on a scale of 1 to 5, and an overall score shall be established.

The Customer Service Survey shall be distributed on an annual basis by the Operator to Customers at Parking Facilities selected by the City. Customers shall have the option to return completed surveys directly to the Operator or by depositing the survey in a locked drop-box located at the Parking Facilities. For control purposes, each survey shall be color-coded and a minimum of 200 customer surveys will need to be redeemed/returned from each Parking Facility.

To receive additional compensation, the Operator **must achieve** an overall average score of 4.5 out of 5.0 (90%) or better of its ratings for each Parking Facility surveyed. An average score of less than ninety percent (90%) will need to be documented and explained to the Parking Administrator. Recommendations from the Operator to improve the customer service scores will be required for each Parking Facility that receives a score less than ninety percent (90%).

The additional compensation shall be two hundred and fifty dollars (\$250.00) per Parking Facility, annually. This additional compensation will be added to the Operator's employee incentive program fund.

Payment to Operator

1. By the fifteenth (15th) day of each month, the Operator shall provide the Parking Administrator with a detailed written invoice for the previous month in a format approved by the Parking Administrator. Each monthly invoice shall detail the actual Reimbursable Expenses incurred during the previous month, the variance between projected and actual amounts, and a written explanation of any variances in which actual Reimbursable Expenses exceed or are lower than projected expenses by ten (10%). The monthly Operations Fee for the previous month shall be included in this invoice in a section separate from the Reimbursable Expenses.
2. With each invoice, the Operator shall provide documentation satisfactory to the Parking Administrator that the Reimbursable Expenses contained in the invoice were actually incurred by the Operator in directly providing those parking services required under the Operating Agreement and paid by the Operator. The documentation shall include, but not be limited to, copies of all vendor invoices paid by the Operator or receipts for reimbursable expenses.
3. Operator shall submit payroll sheets reporting the amount of hours worked by each employee of the Operator on a daily basis along with the invoices. The Operator shall not be entitled to reimbursement for any expenses for which proper documentation is not submitted which includes, but is not limited to, staffing plans pre-approved, in writing, by the Parking Administrator.
4. The City shall pay the Operator the Operations Fee and all properly documented Reimbursable Expenses contained in the invoice within forty-five (45) days of the submission of the invoice to the Parking Administrator.
5. Any expense contained in an invoice that is disputed by the Parking Administrator shall be deducted by the Parking Administrator from payment of that invoice, provided that the Parking Administrator furnishes the Operator with a written explanation of the reason(s) that the expense is not being paid.
6. The Operator shall have the right to file with the Parking Administrator, within thirty (30) days of the date of the Parking Administrator's written explanation, a written response and/or additional documentation justifying the expense that is being disputed.

Upon receiving from the Operator a written response to a disputed expense and/or additional documentation justifying the disputed expense, the Parking Administrator shall reconsider whether the disputed expense is appropriate in light of the written response and/or additional documentation provided by the Operator. If the decision is positive, the disputed expense shall be paid as part of the next invoice paid by the City. The Parking Administrator's decision is final.

All Payments are based upon City's acceptance of Operator's monthly performance of the Deliverables as evidenced by successful completion of the Deliverables for that Month. City shall have no obligation to pay unless Operator has successfully completed and City has approved the Deliverables for which payment is due.

Absent the expansion of the list of Parking Facilities on Exhibit I to include additional sites, the maximum amount of compensation to be paid to Operator, shall not exceed Three Million Forty-Five Thousand, Twenty-One Dollars (\$3,045,021.00) including payment for both the Operations Fee and Reimbursable Expenses. The City shall not be responsible for any flat-rate billing which exceeds the Operations Fee of Two Million Two Hundred Sixty-Three Thousand Four Hundred Eighteen Dollars

(\$2,263,418.) (Note: the 25% Contingency Fee was authorized by the City Council to cover the expansion of the list of Parking Facilities on Exhibit I to include additional sites, and for adjustments in the Consumer Price Index, as set forth in Section 6, below.)

6. CONSUMER PRICE INDEX

After the first fiscal year of the Agreement, the amount allocated for Reimbursable Expenses and the amount allocated for the Operations Fee shall be adjusted by the change in the Consumer Price Index, as set forth below:

1. The "adjustment date" shall be the first day of the fiscal year for which the adjustment in the Reimbursable Expense is being calculated. On the adjustment date the relevant Reimbursable Expense is adjusted to reflect the average percentage increase in the Consumer Price Index (CPI) for all Urban Consumers, using 1995 as the base year, of the Bureau of Labor Statistics of the United States Department of Labor for the Los Angeles-Orange-Riverside Area for the reference months in the 12-calendar-month period preceding the relevant adjustment date over the same Consumer Price Index for the reference month in which the Operating Agreement became effective.
2. If at any adjustment date, the CPI does not exist in the same format as recited in this paragraph or ceases to exist in its entirety, the City shall substitute any official index published by the Bureau of Labor Statistics, or successor or similar governmental agency, as may then be in existence and be most nearly equivalent thereto, applicable to the San Jose metropolitan area.
3. Notwithstanding the foregoing, the adjustment to the unit cost of any category of expense for a particular fiscal year shall not exceed five (5) percent of the cost applicable to that expense in the immediately preceding fiscal year.

Exhibit D

Insurance Requirements

Operator shall procure and maintain at Operator's expense for the duration of this Agreement from insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

- (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. The City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations on the scope of protection given to the City, its officials, employees and agents.
- (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000.
- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
- (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City. Operator shall notify the City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one year, commencing on the date this Agreement expires or is terminated, unless Operator guarantees that Operator will provide to the City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

Operator shall require that all subcontractors which Operator uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance, Operator shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Operator, shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Operator and Operator's subcontractors and contractors, at any time. Operator shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.

Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Operator or Operator's subcontractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope, or types of coverages are not adequate.

EXHIBIT E

APPROVED STAFFING PLAN

Program Manager

Manager: (position responsible for coordinating all facilities) *40hrs/Week/*, 2112 *hrs/Year*.

This position reports directly to the City's Administrator of Parking Operations.

It is clearly expected that the Program Manager will be on duty during the anticipated heavy visitor hours each week. The individual who has this position must be flexible about the days and hours they work. Program Manager will not be working 8 AM to 5 PM Monday through Friday.

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

LOT 840 – BROADWAY GARAGE (332 W. BROADWAY)

- 1 Office Rep: 9:30p-6:30p Monday-Friday
- 3 Cashiers: 1st Shift 7:30a-3:30p Monday-Friday
2nd Shift 2:30p-6:30p Monday-Friday
3rd Shift 10:00a-5:30p Saturday
- 1 Maintenance: 6:00a-2:30p
- 6 Total Employees
- Office Rep- *42.5hrs/Week or 2292 hrs/Year (Includes 11 closed days due to city holidays)*
- Cashiers- *68hrs/Week or 3168 hrs/Year (Includes 11 closed days due to city holidays)*
- Maintenance- *40hrs/Week or 1832 hrs/Year (Includes 11 closed days due to city holidays)*

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 879 – Lincoln Garage (Broadway and Pacific Avenue)

- 1 Maintenance: 7:30a-3:30p
- 1 Total Employee
- Maintenance- *40hrs/Week or 1832 hrs/Year (Includes 11 closed days due to city holidays)*

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 839 – 100 W. Broadway Garage (100 E. Pacific Avenue)

- 4-5 Cashiers: 1st Shift 5:15p-11:00p Monday-Wednesday

- 2nd Shift 5:15p-2:30a Thursday-Friday
- 3rd Shift 11:00a-7:00p Saturday
- 4th Shift 6:30a-3:00a Saturday
- 5th Shift 12:00p-8:30p Sunday
- 4 Total Employees
- Cashiers- 56.5hrs/Week or 2704 hrs/Year (Includes day off for X-mas))

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 836 – RDA Lot 3 (146 E. Broadway)

- 4-5 Cashiers: 1st Shift 7:30a-4:30p Monday-Friday
 - 2nd Shift 3:30p-7:30p Wednesday-Friday
 - 3rd Shift 4:00p-11:00p Monday-Tuesday
 - 4th Shift 6:30p-3:00a Wednesday-Saturday
 - 5th Shift 10:30a-7:00p Saturday-Sunday
- 4-5 Total Employees
- Cashiers- 126.5hrs/Week or 6048 hrs/Year (Includes day off for X-mas)

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

City Place Office

- 1 Manager: 9:00a-6:00 (Time Varies) Tuesday-Saturday
- 1 Assistant Mgr.: 6:30p-2:30a (Time varies) Thursday-Monday
- 1 Supervisor: (Time Varies) Saturday-Wednesday
- 5 Office Leads: 7:00a-3:00a (Various Shifts) Monday-Sunday
- Leads- 200hrs/Week or 9520 hrs/Year (Includes day off for thanksgiving & X-mas)
- Managers -40hrs/Week each, 4224 hrs/Year
- Supervisor -40hrs/Week/, 2112 hrs/Year
- 8 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 2011 – City Place A (50 E. 6th Street)

- 6-7 Cashiers: 1st Shift 10:00a-6:30p Monday-Friday
 - 2nd Shift 10:00a-6:30p Thursday-Sunday x3
 - 3rd Shift 11:30a-8:30p Monday-Thursday x2
 - 4th Shift 5:30p-10:30p Saturday-Sunday x3
- Cashiers- 186hrs/Week or 9655.5 hrs/Year (Includes day off for thanksgiving & X-mas)
- 6-7 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 2012 – City Place B (50 E. 5th Street)

- 4-5 Cashiers: 1st Shift 10:00a-6:30p Monday-Sunday
 - 2nd Shift 10:00a-6:30p Friday
 - 3rd Shift 6:00p-11:00p Monday-Wednesday & Sunday
 - 4th Shift 5:30p-2:30a Thursday-Saturday
 - 5th Shift 7:00p-11:00p Thursday
- Cashiers- 101.5hrs/Week or 5258 hrs/Year (Includes day off for thanksgiving & X-mas)
- 4-5 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the district during the contract period.

Lot 2013 – City Place C (50 E. 3rd Street)

- 4-5 Cashiers: 1st Shift 10:00a-6:30p Monday-Sunday x 2
- 2nd Shift 6:00p-12:30a Monday-Wednesday & Sunday
- 3rd Shift 9:00a-6:30p Friday
- 4th Shift 6:00p-2:30a Thursday-Saturday
- Cashiers- 153hrs/Week or 7921.5 hrs/Year (Includes day off for thanksgiving & X-mas)
- 4-5 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

City Place Maintenance: 1st Shift 6a-2:30p Monday-Sunday
2nd Shift 1:30-10p Monday-Sunday

- Maintenance- 120hrs/Week or 5496 hrs/Year (Includes day off for thanksgiving & X-mas)
- 3 Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

AQUARIUM OFFICE

- 1 Manager: Times/Schedule varies
- 2 Supervisor: Time/Schedule varies
- 3 Office Leads: 8:00a-2:30a (Various Shifts) Monday-Sunday
- 3 Maintenance: 6:30a-2:30a (Various Shifts) Monday-Sunday
- Supervisors- 40hrs/Week each 3936hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)
- Manager- 40hrs/Week 1968hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)
- Leads- 120hrs/Week or 5666 hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)
- Maintenance- 112hrs/Week or 5284hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)

- 8 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Lot 867 – Aquarium (100 Aquarium Way)

- 10 Cashiers: 1st Shift 9:30a-4:30p (All cashier shifts are Monday-Sunday)
- 2nd Shift 10:00a-5:30p
- 3rd Shift 11:00a-6:30p
- 4th Shift 5:30p-2:30a
- 5th Shift Pre-cash Thursday, Friday and Saturdays
- 10 Traffic Director: 1st Shift 10am-6:00pm Monday-Friday
- 2nd Shift 6pm-Close Monday-Friday
- 3rd Shift 9am-5pm Sat & Sunday
- 4th Shift 5pm-2:00am Sat
- 5th Shift 5pm-Close Sunday
- Cashiers- Est. 560hrs/Week 26880hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)
- Traffic Directors- Est. 448 hrs/Week or 23292 hrs/Year (Includes 4 closed days due to Grand Prix and X-mas)
- 20 Total Employees

Total labor hours may be extended or reduced due to the changing needs of the City during the contract period.

Honor Box Lots:

- 200 Aquarium Way (Pier Point Park)
- Marina Greens Park – Located on East Shoreline Dr.
- 335 E. Broadway
- 337 Pacific Avenue
- 4000 Olympic Plaza
- 125 w. 3rd Street

Additional Honor Box Lots Located Corner Of:

- Broadway and Long Beach Blvd.
- 1st Street and Long Beach Blvd.
- Broadway and Magnolia Avenue

Monthly Only Lots:

- Dolly Varden - 4th and Pacific
- 125 W. 3rd Street
- 1 Supervisor: Marina lots are collected Mondays and Fridays
 - Honor box lots are collected Monday, Wednesday & Fridays
- 1 Total Employee
- Supervisor- Est. 40hrs/Week or 1912 hrs/Year (Includes day off for Christmas)

EXHIBIT F

APPROVED 2007/2008 OPERATING BUDGET

Staffing, Supervision, Management: **\$2,263,418**

Reimbursable costs including but not limited to:

- A. Power Washing and Sweeping
- B. Armored Transport Services
- C. Operating Supplies and Materials (cones, paint, mops, cleaning supplies)
- D. Utilities (Electric & Water)
- E. Lighting/Electrical Maintenance
- F. Revenue Control Equipment and Maintenance
- G. Signage (rates, regulations, directional)
- H. Fire Suppression Systems (Extinguishers & Emergency Monitoring Services)
- I. Emergency Action Expenses (The City shall reimburse the Operator for reasonable costs incurred by the Operator in the implementation of Emergency Actions, to the extent such actions are reasonably implemented to protect persons and property. Notwithstanding the foregoing, there shall be no reimbursement for costs incurred as a result of the Emergency Actions caused by the negligence or willful misconduct of the Operator.)
- J. Leased vehicle expenses
- K. Security Services
- L. Sanitary Supplies
- M. Landscaping Services
- N. Pest Control
- O. Heating/Air Conditioning Service

Estimated Cost: **\$781,603**

25% contingency for additional sites or services and CPI adjustments **\$761,254**

Maximum authorized by City Council: \$3,806,275

EXHIBIT G ROUTINE MAINTENANCE

Routine Maintenance includes, but is not limited to, the following tasks:

The Operator shall perform a daily inspection of each Parking Facility. As part of the daily inspection, the Operator shall complete a daily inspection checklist. A monthly summary report of the inspection checklist and maintenance report for each Parking Facility shall be submitted with the invoice for that month.

The Operator shall provide, maintain and replace as needed all parking rate, regulation, operational, safety and other informational and directional signage. The Parking Administrator shall approve the appearance, content and placement of all signs and locations.

The operator shall provide routine maintenance and trouble-shooting of pay-on-foot machines. This routine maintenance shall include but is not limited to the following:

- Paper supply: provide paper rolls and insure supply is always adequate
- Replenish change bank as needed
- Request same day support for non-functioning machines
- Monitor all Ventek parking machines using VENVUE PC program
- Reset non-functioning Ventek machines
- Daily parking machine checks

The Operator shall collect and remove all garbage, rubbish, refuse, debris and litter from the Parking Facilities several times during the day. The Operator shall arrange, to the satisfaction of the Parking Administrator, for the sanitary and safe handling and disposal of all these materials into an appropriate disposal container.

The daily inspection of each Parking Facility to verify that all lighting is functioning properly. If the non-functioning light is located anywhere in the Parking Facility or if repair of the non-functioning lighting requires an electrician, the Operator shall immediately inform the designated vendor of the situation and the Parking Administrator after notifying the designated vendor.

The daily inspection of each Parking Facility shall verify that the elevator(s) is functioning properly (if applicable). After notifying the designated vendor, the Operator shall immediately inform the Parking Administrator of the situation, if it observes malfunctioning elevator(s) during the daily inspection or otherwise observes or becomes aware of malfunctioning elevator(s) during the course of the day. The Operator will be required to post notices for the public.

In each Parking Facility, the Operator shall clean booths, windows, restrooms, elevators, Facility offices, revenue control equipment, signs, doors and hardware daily. The

Operator shall make minor repairs to and apply touch up paint to floors, walls and fences of the Parking Facilities and the sidewalks, curbs and driveways thereof as needed, particularly when graffiti or other forms of vandalism have marred such surfaces.

The Operator shall provide power sweeping and degreasing at all Parking Facilities, as directed by the Parking Administrator, typically on a weekly basis.

The Operator shall provide power washing at all Parking Garages, as directed by the Parking Administrator, typically on a semi-annual basis.

The Operator shall be responsible for maintaining all landscaping, including but not limited to, watering, weeding, trimming all foliage and maintaining all plant boxes by watering, weeding and replacing plants as needed to maintain a healthy appearance. Plants when replaced shall be selected on a seasonal basis.

The Operator shall paint and maintain such directional markings within the Parking Facilities as are necessary to facilitate the safe movement and parking of vehicles.

The Operator may not place operator logos or signs on any City owned or controlled property unless approved by the Parking Administrator.

Note: Upon the discovery of any condition reasonably likely to pose an imminent threat to public safety of public property, the Operator shall take all reasonable and prudent action, including Emergency Actions if needed, to avoid injury, loss or damage. Such Emergency Actions may include, but are not limited to, contacting the appropriate public safety agency, and posting warnings, placing barricades or light, and other means of warning the public. The Operator shall inform the Parking Administrator immediately of any unsafe condition, and shall be prepared to utilize its professional judgment to recommend additional actions it deems necessary.

EXHIBIT H

CITY INVENTORY

[Inventory of City-supplied equipment to be initialed and dated by both parties and attached here when available.]

EXHIBIT I

LIST OF PARKING FACILITIES AND HOURS OF OPERATION

STRUCTURE/LOT	LOCATION	PRIMARY HOURS OF OPERATION
City Place A	50 E. 6th Street	M – F: 10:00AM – 8:00PM SA – SU: 10:00AM - 10:30PM
City Place B	50 E. 5th Street	M-TH: 10:00AM – 11:00PM F: 9:00AM – 2:30AM SA - SU: 10:00AM - 2:30AM
City Place C	51 E. 3rd Street	M-TH: 10:00AM – 11:00PM F: 9:00AM – 2:30AM SA - SU: 10:00AM - 2:30AM
Parking Lot	100 E. Pacific Avenue	M-W: 5:15PM – 11:00PM TH: 5:15PM – 2:30AM SA: 11:00AM – 3:00AM SU: NOON – 8:30PM
Civic Center Garage	332 W. Broadway	M – F: 8:00AM – 6:00PM S: 10:00AM – 6:30PM SU: CLOSED
Aquarium	99 Aquarium Way	M – SU: 9:00AM – 2:00AM
State Lot	125 W. 3rd Street	M – SU: Monthly Parking - 24 Hours Per Day
Dolly Varden Lot	Lot #2015	M – SU: Monthly Parking - 24 Hours Per Day
Parking Lot	337 Pacific Avenue	M – SU: Monthly Parking & Honor Boxes - 24 Hours Per Day
Parking Lot	328 Pacific Avenue	M – SU: Monthly Parking & Honor Boxes - 24 Hours Per Day
City East	335 E. Broadway	M – SU: Monthly Parking & Honor Boxes - 24 Hours Per Day
Lincoln Garage	333 W. Broadway	M – SA: 8:00 – 4:30PM SU: CLOSED
Pierpont Landing	200 Aquarium Way	Pay Boxes M – SU: 8:00AM – 6:00PM
Parking Lot	Ocean/Alamitos	Monthly 24hrs.