



# Council Agenda Report

To: Mayor Uhring and the Honorable Members of the City Council

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Steve McClary, City Manager

Date prepared: May 13, 2024 Meeting date: June 10, 2024

Subject: Contract with LAZ Parking for Parking Enforcement Services

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**RECOMMENDED ACTION:** Authorize the Mayor to execute a Professional Services Agreement with LAZ Parking (LAZ) for parking enforcement services.

**FISCAL IMPACT:** No additional appropriation is required. Funding for this agreement is included in the Proposed Budget for FY 2024-25 in Account No. 100-7021-5122 (Public Safety-Parking Enforcement). The budget includes \$550,000 to cover the cost for the first year of the contract. The second year will cost \$551,761, for a total of \$1,093,164 for the two-year contract. However, parking fine revenue is expected to fully offset and exceed the cost of the contract each year.

**STRATEGIC PRIORITY:** This item supports the Public Safety priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

**DISCUSSION:** Illegal parking in Malibu is a common issue that affects the safety of the public and the quality of life of residents and visitors. To address this problem effectively, consistent enforcement is needed. While both Los Angeles County Sheriff's Department officers and Volunteers on Patrol (VOP) provide parking enforcement services, neither group can provide consistent coverage. Therefore, on November 27, 2023, the Council directed staff to issue a Request for Proposals for parking enforcement services.

A Request for Proposals was issued on January 23, 2024, and two vendors responded: ACE and LAZ Parking. City staff and the VOP Team Leader conducted interviews with both vendors on March 14. LAZ Parking was chosen as the preferred vendor for several reasons including:

- Familiarity with Malibu. They currently have contracts with businesses that operate in Malibu.

- They already work with Turbo Data ticketPRO, which is the vendor the City uses to provide parking ticket equipment and to process tickets.
- They have 2,900 current employees in the area that they could pull from if the City needs to ramp up services temporarily.
- They have extensive experience in local government parking enforcement services. They currently have over 100 active government contracts, including the cities of West Hollywood and Burbank.
- They are trained and experienced in impounding vehicles, including oversized vehicles.

The contract includes all costs associated with staffing, training, equipment, and vehicles. The parking enforcement staff hired under this contract will be dedicated to Malibu, providing much-needed continuity. They will use hybrid vehicles with City of Malibu Parking Enforcement decals. In addition, for safety purposes, they will be equipped with mounted LED lights to warn other drivers of their slower movement and a rear-mounted sign warning people of frequent stops.

The proposed contract is for two years, at which time the costs and benefits of this program can be evaluated. The first-year costs are estimated at \$541,403, and the second-year costs are estimated at \$551,761. Based on current parking enforcement efforts, it is estimated that revenues from parking fines will more than offset the cost of the contract.

ATTACHMENTS: Professional Services Agreement with LAZ Parking

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of June 10, 2024, by and between the City of Malibu (hereinafter referred to as the "City"), and LAZ Parking California, LLC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

**RECITALS**

- A. The City does not have personnel that are able to perform the services required under this Agreement.
- B. The City desires to contract for services related to parking enforcement.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

**1.0 SCOPE OF THE CONSULTANT’S SERVICES.** The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on June 10, 2024, and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

**3.0 CITY AGENT.** The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

**4.0 COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule. The cost of services shall not exceed \$1,093,164 for the term of the agreement. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10<sup>th</sup> day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

**5.0 CONFLICT OF INTEREST.** The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

## **6.0 GENERAL TERMS AND CONDITIONS.**

**6.1 Termination.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

**6.2 Non-Assignability.** The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

**6.3 Non-Discrimination.** The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

**6.4 Insurance.** The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit B which is incorporated herein.

**6.5 Indemnification.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs, and expenses, including attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant’s duty to indemnify and hold harmless City shall not extend to the City’s sole or active negligence or willful misconduct.

**6.5.1. Duty to defend:**

In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant’s cost or at City’s option, to reimburse City for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant’s negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City’s defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees, and costs of litigation.

**6.6 Compliance with Applicable Law.** The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**6.7 Independent Contractor.** This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the

Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

**6.8 Copyright.** No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

**6.9 Legal Construction.**

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

**6.10 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

**6.11 Final Payment Acceptance Constitutes Release.** The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an

assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**6.12 Corrections.** In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

**6.13 Files.** All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

**6.14 Waiver; Remedies Cumulative.** Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**6.15 Mitigation of Damages.** In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**6.16 Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**6.17 Attorneys' Fees.** The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**6.18 Entire Agreement.** This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City

and the Consultant.

**6.19 Notices.** Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

<b>CITY:</b>	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	<b>CONSULTANT:</b>	Muhammad Mansoor, CAPP Vice President, Municipal Operations 949 South Coast Drive, Ste. 515 Costa Mesa, CA 92626 (714) 290-4854
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**6.20 Warranty of Authorized Signatories and acceptance of Facsimile or Electronic Signatures.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)**

**7.1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**7.2 Disclosure not Required.** By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials DS  
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This Agreement is executed on June 10, 2024, at Malibu, California, and effective as of June 10, 2024.

LAZ PARKING CALIFORNIA, LLC:

DocuSigned by:  
  
2A79716D65E94D3

By: Michael Kuziak, Chief Operating Officer

CITY OF MALIBU:

\_\_\_\_\_  
STEVE UHRING, Mayor

ATTEST:

\_\_\_\_\_  
KELSEY PETTIJOHN, City Clerk  
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
TREVOR RUSIN, Interim City Attorney



## EXHIBIT A

# 2. UNDERSTANDING THE SCOPE OF WORK

The City of Malibu deserves an experienced parking company that has a track record of delivering top quality services that will align with the City's goals and objectives. LAZ Parking is ready to work with the City of Malibu to ensure this first-time outsourced parking enforcement program is successful. We will provide the personnel, resources, and know how to implement and sustain this essential service to the residents and stakeholders of the City.

### Meeting Malibu's Enforcement Needs

*Provide a narrative reflecting the company's understanding of the Scope of Work and detailed proposal to implement the project.*

As the City embarks on a partnership with a reputable company to provide essential parking enforcement services to its residents, stakeholders, and visitors, we at LAZ are confident that our team of experts are well well-suited to deliver the highest quality services that are needed and expected by this world-renowned City.

Over the decades, LAZ Parking has developed the knowledge to successfully implement and deliver parking enforcement services for its many clients, many of whom outsourced the service for the first time. LAZ Parking has the experience and depth of support that will ensure a successful launch of the program as well as garner continued support from the community.

LAZ Parking works with communities that have similar parking challenges as Malibu. In West Hollywood, our enforcement team is considered a vital part of the city's services that help regulate and promote equitable parking for the residents, stakeholders, and visitors. Our job is not to issue as many citations but to enforce compliance through fair and consistent practices.

Our approach to meeting and exceeding all the requirements that are outlined in the RFP begins with our three principles; having an experienced supervisor overseeing the day-to-day operations, initial and ongoing training of staff, and utilizing technology to streamline the enforcement process.

## PERSONNEL- RECRUITING, ONBOARDING AND TRAINING

### EMPLOYEE REQUIREMENTS

Building a strong, skilled workforce that understands their roles and responsibilities is just part of what LAZ Parking does. We continue to foster the employees we have throughout our projects and carefully select new employees as positions become available. All new employees will meet all City and LAZ Parking employment requirements. LAZ Parking will comply with all existing Government Code and City policies. LAZ Parking will also comply with all the City's standards and requirements for employees.

### RECRUITING & HIRING PROCESS

#### PRE-EMPLOYMENT PROCESS

LAZ Parking has a comprehensive pre-employment screening program in place to make sure that only the most qualified candidates are chosen for employment. Pre-employment screening is an effective risk management tool that promotes a safe and profitable workplace by helping to limit the uncertainty inherent in the hiring process.

Our pre-screening techniques significantly reduce potential violence, theft, financial loss, sexual harassment, and other workplace problems.

#### PRELIMINARY PRE-INTERVIEW SCREENING

At the front-end of the process, LAZ Parking has a dedicated LA-based talent acquisition team to pre-screen candidates before they are invited in for formal interviews. Hiring managers are trained in how to narrow down the potential pool of applicants to qualified individuals, and how to thoroughly check employment and personal references.



## **BACKGROUND CHECKS**

All candidates for employment, prior to receiving an employment offer, must successfully pass a criminal background check. Depending on the preference of our client at any given location, candidates may also have to pass a pre-employment drug test.

## **THIRD-PARTY RECORD CHECKS**

LAZ Parking uses the services of American Background Information Services, Inc., to perform background checks (including criminal record searches, credit history and motor vehicle record searches) on all prospective entry-level and management candidates. Screening of all management-level candidates, including supervisors, specifically covers criminal records, credit violations, motor vehicle driving infractions (if the positions involve driving), educational credentials and prior employment. Candidates for non-management positions that involve driving are screened for criminal and motor vehicle driving infractions. If the position does not involve driving, the candidate is screened for a criminal record.

## **PRE-EMPLOYMENT DRUG TESTS**

Pre-employment drug testing is required of all candidates for employment. We administer similar drug screening tests at all managed locations.

## **INITIAL EMPLOYMENT**

All new hires, full or part-time, are required to conform to the rules and regulations of LAZ and are expected to perform their duties in the best interests of LAZ and its customers. The Human Resources Department performs a criminal background check for all new hires and follows the guidelines set forth by state and local government. All new hires participate in LAZ Parking's orientation program. Federal laws require that every employee must show proof of citizenship or a right-to-work document.

## **PROACTIVE RECRUITING AND CONTINUOUS HIRING**

Our local HR team is continuously recruiting and on-boarding to ensure staffing fills any turn-over. This allows us to have a large pool of candidates readily available to fill shifts. This proactive strategy mitigates the risk of being short-staffed due to turnover. In addition, LAZ hosts municipal specific job fairs at least twice a year to consolidate candidates for the various job positions available across all our locations. Each job fair has yielded at least 7-8 on-the-spot job offers.

## PARKING ENFORCEMENT PERSONNEL AND TRAINING

LAZ Parking is aware of the impact initial and ongoing training has on the performance of our enforcement officers. We believe well- trained officers will ensure a high rate of enforcement resulting in increased compliance and reduce negative backlash from citizens who may protest effective enforcement. We will provide extensive in-house training with a formal induction program for new employees, continuing on-the-job training, and participation in training.

***LAZ Parking staff working at this project will go through a 24-hour classroom style initial training and 32 hours of on-the-job training including field training with LAZ Parking supervisory staff.***

As needed, we will also provide re-training and/or follow-up training required to correct deficiencies in performance. LAZ Parking will also provide staff with at least eight (8) hours of annual refresher courses and training. Topics will include, but are not limited to, Standard Operating Procedures (SOPs), changes in the law, new aspects of the City's parking program, refresher or expanded training in customer relations, conflict de-escalation, and safety.

Continuing training, subject matter, and schedules will be reviewed and approved by the City representative prior to any training taking place.

New hires go through a combination of classroom and field training, including ride-along training with supervisors. New hire training typically lasts 1-2 weeks, following the curriculum shown in the table below.



### WEEK 1: CLASSROOM TRAINING

- LAZ Parking on-boarding and orientation
- Officer expectations and responsibilities
- Professional Demeanor
- Safety Guidelines
- Driving
- Uniform and personal appearance guidelines
- City policies and procedures
- Attendance & shift start/end expectations
- Handheld/Printer equipment overview
- City introduction
- Injury/Vehicle accident reporting
- Radio etiquette and NATO codes

### WEEK2: CLASSROOM/FIELD TRAINING

- Beat assignment maps
- Municipal Code and C.V.C. overview
- Permit Enforcement
- Impound and booting procedures
- Call logs
- Officer daily assignment sheet
- Appeals process and guidelines
- Introduction to Officer Performance Reviews
- Citation issuance overview and equipment training
- Field training

## Customer Service & Public Relations

We have a strong record of success in providing exceptional service to our customers. LAZ Parking provides excellent service to its government partners and to the end users (motorists) and believes that investment in our people strengthens the ability to excel in customer service. LAZ Parking employees are ambassadors for the cities they represent, and they are regularly recognized by the public and LAZ Parking customers for their efforts.



During this extensive training, LAZ Parking team members are taught the entire range of customer service skills necessary for their jobs and how to deal with difficult customers and/or situations. To make the training session more interactive, attendees engage in roleplaying and group activities. We focus on their customer service skills; given our presence in the field, we work very hard to ensure that our team is always ready to display a positive approach and a professional appearance. They are also trained in how to leave a positive impression on the residents of and visitors to the City.

Some of the topics covered under our customer service training are:

- First Impressions
- Aggressive Hospitality
- Major "Do's" and "Don'ts"
- Conflict Resolution
- Service Recovery
- Telephone Etiquette
- Communication

We are also committed to continuous training throughout the year. Wellness checks and monthly officer reviews allow management to assess refresher training opportunities for the staff. In addition, LAZ conducts annual training sessions for all officers to review core principles such as conflict de-escalation and resolution, driving safety, traffic control, customer service, and LAZ Code of Conduct.

We understand that our employees will have considerable interaction with the public. In most cases, these motorists will be under the impression these employees are City employees. As such, the LAZ Parking team recognizes the City is entrusting them with its reputation, and we take this responsibility very seriously.





Our goal will be to ensure that all personnel serve as ambassadors of the City. This goal will be accomplished by hiring good people, training them well, treating them with respect, and providing them with the training and the tools they need to do a good job. In turn, the expectation is they will, without fail, conduct themselves in a professional manner and treat the City's citizens politely and in a helpful manner.

It is understood that despite our best efforts, complaints may arise. Motorists have the legal right to report unprofessional or illegal behavior by LAZ Parking staff. Staff members are trained and expected to respond in a professional and courteous manner during complaints. In the event a motorist is not satisfied with the actions of behavior of a staff member, the LAZ Parking employee will provide the motorist with his/her name, badge number, and the name and telephone number of the office upon request.

Each officer's complaint will be handled by the Site Supervisor. The supervisor will speak with the complainant and document the encounter. Then, the officer will have the opportunity to respond to the complaint. Based on the information at hand, including any data reports that would add more information, if the officer was not found to have done anything wrong, then the investigation will be closed. However, if there was fault found with the officer, appropriate action and counseling will take place, including disciplinary action if a policy or procedure was not followed. The results of the investigation, whether the officer was found to be at fault, will be filed into the officer's personnel file.

## PROFESSIONAL SERVICES

In our due diligence phase, our team drove around Malibu and along PCH multiple times to determine the best staffing schedule that would provide a level of service to meet the scope of service the City requires. Building a culture of compliance requires a consistent level of parking enforcement that can be achieved with reliable and well-trained parking enforcement officers.

Our site supervisor will spend most of their time in the field whenever possible to assist with calls for service and additional assistance with time restricted zones or along PCH. They will be available during normal business hours to meet with City officials or attend any meetings as needed.



**LAZ Parking will provide the following services as outlined in the RFP under Scope of Work:**

**Requirement #1:** Provide a minimum of (3) staffed parking enforcement vehicles operating within the City seven days a week, 24 hours a day from Memorial Day through Labor Day (late May - early September).

Our proposed baseline schedule considers that weekends will be the busiest during the summer months. We also included a lead position, in addition to the site supervisor, to ensure there is adequate supervision during the weekends. We understand that 24/7 coverage is required during this timeframe and have allocated resources to meet that requirement.

Memorial Day - Labor Day (Peak Season)	Minimum Base Line Schedule						
	SUN	MON	TUE	WED	THURS	FRI	SAT
Site Supervisor	OFF	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	OFF
Lead	9:45am-5:15pm	9:45am-5:15pm	OFF	OFF	9:45am-5:15pm	9:45am-5:15pm	9:45am-5:15pm
PEO	11:45am-8:15pm	11:45am-8:15pm	11:45am-8:15pm	OFF	OFF	11:45am-8:15pm	11:45am-8:15pm
PEO	2:45pm-11:15pm	OFF	OFF	2:45pm-11:15pm	2:45pm-11:15pm	2:45pm-11:15pm	2:45pm-11:15pm
PEO GY (PT)	OFF	OFF	OFF	11:45pm-5:15am	11:45pm-5:15am	OFF	OFF
PEO GY	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	OFF	OFF	11:45pm-5:15am	11:45pm-5:15am

We understand the scope of the project and can also foresee the need for additional enforcement services that may not have been realized with a minimum level of staffing. We have witnessed firsthand the increase in enforcement services in the cities of Burbank, Santa Ana, Manhattan Beach, Salinas, San Mateo, and Palo Alto where each were first time outsourced programs.

Memorial Day - Labor Day (Peak Season)	Proposed Schedule						
	SUN	MON	TUE	WED	THURS	FRI	SAT
Site Supervisor	OFF	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	OFF
Lead	9:45am-5:15pm	4:45pm-12:15am	4:45pm-12:15am	OFF	OFF	9:45am-5:15pm	9:45am-5:15pm
Lead - PM/GY	4:45pm - 12:15pm	OFF	OFF	4:45pm - 12:15pm	4:45pm - 12:15pm	4:45pm - 12:15pm	4:45pm - 12:15pm
PEO	11:45am-8:15pm	11:45am-8:15pm	11:45am-8:15pm	OFF	OFF	11:45am-8:15pm	11:45am-8:15pm
PEO	2:45pm-11:15pm	OFF	OFF	2:45pm-11:15pm	2:45pm-11:15pm	2:45pm-11:15pm	2:45pm-11:15pm
PEO GY	11:45pm-5:15am	OFF	OFF	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am
PEO GY (PT)	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	OFF	OFF	OFF	11:45pm-5:15am
PEO GY	OFF	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	11:45pm-5:15am	OFF

In our proposed schedule, we suggest adding the following:

- 1 additional lead position for the PM/GY shifts
- 2 additional full-time GY shift PEO so that there always be at least 2 officers patrolling for graveyard shift as a safety back-up.

**Requirement #2:** Provide a minimum of (2) staffed parking enforcement vehicles operating within the City from 10 a.m. - 8 p.m. seven days a week between Labor Day and Memorial Day (September - May).

In the fall/winter months, we feel that the proposed baseline schedule below provides adequate coverage. With other LAZ locations available around the area, we are confident we can re-assign staff to other locations to maintain their work status and then bring them back in the summertime.

Labor Day - Memorial Day (Off-Peak Season)	Minimum Base Line Schedule						
	SUN	MON	TUE	WED	THURS	FRI	SAT
Site Supervisor	OFF	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	7:45am-4:15pm	OFF
Lead	9:45am-5:15pm	9:45am-5:15pm	OFF	OFF	9:45am-5:15pm	9:45am-5:15pm	9:45am-5:15pm
PEO (PT)	OFF	OFF	9:45am-5:15pm	11:45am-8:15pm	11:45am-8:15pm	OFF	OFF
PEO	11:45am-8:15pm	11:45am-8:15pm	11:45am-8:15pm	OFF	OFF	11:45am-8:15pm	11:45am-8:15pm

**Requirement #3:** Conduct parking enforcement services in accordance with all parking regulations and ordinances throughout the City, including business areas, residential communities, beachfront roadways, and Pacific Coast Highway.

LAZ understands that each municipality has different regulations and customizes enforcement strategy for each client. In reviewing the Malibu municipal code and RFP requirements, LAZ will focus enforcement efforts on the following regulations:

- M.M.C. 10.18.030 Parking restrictions for oversize commercial vehicles
- M.M.C. 10.19.020, Overnight parking restrictions
- M.M.C. 10.20.050, Parking restrictions in the Malibu Country Estates
- M.M.C. 10.24.050, Parking restrictions in the Point Dume Neighborhood

We understand that enforcement along the 21-mile stretch of Pacific Coast Highway, especially during the summer months, is critical for the overall public safety of residents and visitors. Most of the overnight restrictions are either between 12:00 a.m. to 2:00 a.m. or 2:00 a.m. to 4:00 a.m.

We will ensure that we have a well-trained overnight staff to identify vehicles in violation and issue citations and/or tow vehicles as appropriate.

Consistent enforcement is key and therefore multiple patrols of the hot spot areas will help promote compliance. Below we describe our experience and expertise in common municipal enforcement challenges, such as permit parking, citing vehicles parking on private commercial property, and exceeding time limit.



### Expertise in Residential Parking Permit Enforcement



Enforcing residential areas with permit restrictions is something LAZ is an expert at. In 2023, our West Hollywood parking enforcement teams staff issued close to 47,000 residential parking permit citations. Staff will be trained to recognize Malibu residential parking permits and any other vehicles who may be exempt from restrictions. If the City is interested, we can utilize LPR technology to time-mark those vehicles who park over the 90-minute limit without a permit in the residential areas. In Burbank, we issued close to 1,500 citations for overtime parking in 2023, utilizing LPR technology to identify offenders. LAZ also has extensive experience in enforcing virtual permits using LPRs and handhelds, should the City decide to pursue that route in the future with their parking permit program.

### Experience in Commercial Parking Lot Challenges

Malibu is world-renowned for its picturesque coastline and with that brings thousands of visitors each year from across Southern California and around the world. Parking is always a challenge, especially when visitors do not feel the need to pay for parking and try to find ways to circumvent paying for parking. Shopping areas adjacent to the beaches are affected, which in turn affects the ability for customers to park to patronize their businesses.



For example, Malibu Country Mart and Malibu Village are shopping centers that are across the street from Malibu Lagoon State Park. Signs posted around the parking lots indicate that beach visitors frequently park in the lots, cross the street at PCH, and enter the park, to avoid paying for parking. While the parking lots are considered private property, LAZ can work with the businesses to help with unauthorized parkers. In West Hollywood, there are a few locations where our parking enforcement officers respond to property management and security calls to enforce unauthorized parking, on a per complaint basis, to ensure private parking lots are only for those visiting those businesses.

When a parking enforcement officer responds to a service call, the officer will meet with the person who called in the request. They will identify the vehicle that is not authorized to park in the lot, usually determined by security through observation. The officer will issue a citation for parking in a private lot, and as an added sense of confirmation, the security guard or business will sign off on a second print-out of the citation.

Therefore, if the motorist calls in to contest the citation, there will be a record of who called in the complaint. LAZ will only enforce private parking lots on a per complaint basis, and only after other priority enforcement areas have been covered.

### Consistent Time-Limit Enforcement



In addition, enforcement of time-limit parking around shopping districts helps promote parking turnover so that other visitors can patronize businesses to help with the local economy. Enforcement routes for the day shift will include multiple patrols of Cross Creek Road, that has a 3-hour parking limit. In areas where time-limit parking has been an issue, LAZ has helped other cities improve parking turnover, especially highly congested areas in West Hollywood where the City must balance the needs of residents, visitors, and businesses.

**Requirement #4:** *Coordinate with City staff and the Los Angeles County Sheriff's Department to develop coverage schedules to maximize effectiveness and prevent duplication of effort.*

Routine patrols are predictable. LAZ Parking will provide dynamic routing procedures based on multiple inputs that are designed to maximize efficiency and effectiveness of enforcement officers. Several factors include:

- **DIGITAL MAPPING:** As part of LAZ's commitment, we will complete a full audit of the current site conditions, including signage, time zones, no parking zones, loading zones, ADA parking, etc. All these factors will be contained in a digital map that will guide LAZ's initial enforcement efforts.
- **OCCUPANCY AND COMPLIANCE REPORTING:** Our enforcement effort will include recording and reporting on key data sets, such as occupancy and compliance by facility.
- **HEAT MAPPING AND OFFICER TRACKING:** Our systems include state-of-the-art reporting and monitoring of all officer activities.

Using data analysis and collaborating with City staff and the LA County Sheriff's Department, LAZ will fine tune coverage schedules throughout the first few months of implementation.

**Requirement #5:** *Conduct operations with handheld citation-issuance devices to ensure citations are being administered and tracked through the Turbo Data ticketPRO service being utilized by the City.*

LAZ team members are highly versatile and can adapt to all different types of technology. Being enforcement software agnostic, we will work with the team to use the TurboData ticketPRO system. Our proposed manager, David Duran, used TurboData when he managed the Manhattan Beach location and trained all the officers there on how to use the system. We currently utilize TurboData in multiple locations including Newport Beach, San Mateo, San Bruno, and San Marcos.



**Requirement #6:** *Initiate vehicle tows, if possible, or work with the Sheriff's Department to remove vehicles creating public safety concerns (i.e. blocking driveways, blocking fire hydrants, blocking ingress or egress to areas meant for the public).*

LAZ has many years of experience in impounding vehicles at many locations, including Inglewood and West Hollywood. In West Hollywood, there is a dedicated tow officer in the PM shift that handles majority of impounds. However, all officers are cross trained in how to identify a towable offense and complete the CHP 180 process. In 2023, our team in West Hollywood initiated 2,600 tows. 55% of those tows were for blocked driveways, fire hydrants, peak hour, and obstructing traffic. LAZ will comply with this requirement and work with the Sheriff's Department to remove vehicles creating public

safety issues.

**Requirement #7:** *Participate in community meetings, as needed, to provide insight on parking enforcement operations and gain knowledge about areas where additional parking enforcement will be required.*

LAZ believes the key to a successful parking enforcement program is a strong relationship between all stakeholders. Our teams across the country, including here in the Los Angeles region, actively participate in community building events and meetings. Understanding the needs of the community and working with City staff builds a sense of trust. We work hard to change the narrative of the stereotypical "meter maids" to more customer service-based enforcement.

In Manhattan Beach, the supervisor frequently met with business leaders to come up with solutions for improved street sweeping enforcement. In West Hollywood, we participate in National Night Out, where we send our team of supervisors and managers to neighborhood block parties to answer any questions, address concerns, and just be a part of the community.

When we launched our operation in Burbank, we made it a point to participate in community events such as Police and Fire Day, National Night Out, and "Coffee with Cops" to introduce ourselves to the residents and businesses. We had our patrol cars displayed and gave out LAZ swag so that we could get to know the community. We were well received and many residents were happy to see that the City allocated additional resources to assist with parking challenges they faced.



**Requirement #8:** *Be available to the City's Public Safety Department, the Los Angeles County Sheriff's Department, and Los Angeles County Fire Department and Paramedics to respond to requests for service during operation periods, which include scaling up or scaling down enforcement.*

LAZ is accustomed to providing enforcement that is flexible based on client needs. Implementing and managing a program of this size and magnitude is a major undertaking for any organization, with substantial change for the organization and the people involved. Where there is major change, there is complexity and risk, many interdependencies to manage, and conflicting priorities to resolve. City of Malibu needs a partner who has the right experience, proven track record, and vision to work with the City to achieve stated current and future goals. Throughout this proposal, we have highlighted our experience and knowledge gained from 40 years of managing similar complex parking enforcement programs that are operated round the clock, 365 days a year. Working closely with the local law enforcement, City departments, and other public safety entities is a crucial part in our partnership with the City.



**Requirement #9:** *The scope of services does not require the contractor to administer administrative hearings for contested parking citations; however, the City may require the contractor to participate in such proceedings as needed.*

LAZ staff regularly participate in adjudication and impound hearings when officers are requested to be present. In addition, we have defended citations during court appeals.

## ENFORCEMENT VEHICLES

LAZ Parking will provide three (3) parking enforcement vehicles for parking enforcement activities based on the proposed staffing plan and as specified on the pricing form. With the approval of the City, it is our intent to provide brand new 2024 model Toyota Corolla Hybrids. The vehicles will be equipped with the following hardware and software.

## GLOBAL POSITIONING SYSTEM (GPS) AND DASH CAMERAS

As part of LAZ's commitment to safety, each vehicle will be equipped with GPS tracking units and dash cameras. LAZ utilizes Samara, a state-of-the-art vehicle telematics system. This type of tracking system will provide up to 60-second updates on vehicle movement, driving behavior, and idle times and send alerts to emails and cell phones for infraction of a set rule.

The ability to monitor movement and driving behavior and patterns of enforcement officers will allow management to address issues promptly, create efficiencies, and improve officer productivity.

Not only does the system provide a live feed of vehicle activity, but also records are archived in case of complaints (e.g., for driving over the speed limit or skipping violating vehicles). The record can be traced back to the driving officer's activity for that day and time.



Dash cameras, both driver facing and street facing, are essential tools for any site supervisor. Infractions such as inattentive driving, mobile device usage, and no seat belt, are different alerts sent to the site supervisor to coach employees on the important of safe driving.



## SAFETY LIGHTS

All vehicles will be mounted with alternating LED lights. These lights will be used when staff are patrolling to warn other vehicles about their vehicle's slower movement.

## VEHICLE MARKING



LAZ Parking will obtain City approval prior to ordering decals for the marking of all vehicles. All vehicles will have markings clearly identifying all LAZ Parking vehicles. The rear of all patrol vehicles will have a sign warning of frequent vehicle stops. We propose a sign for driver and passenger side of each vehicle with marking like the sample picture.

## VEHICLE MAINTENANCE PLAN

LAZ Parking takes pride in delivering our very best to our customers and clients. This is reflected in how we carry ourselves, our clean uniforms, and the proper care of equipment, including our vehicles. Our enforcement vehicles reflect the detail and care we take in every aspect of our business. LAZ Parking will provide new, eco-friendly Toyota Corolla Hybrids' for this contract and will take measured steps to ensure these vehicles are well maintained and presentable to the public.

The fleet maintenance plan will include a monthly record of maintenance performed on each vehicle by Date, Unit number, Vendor, maintenance performed, and cost. A vehicle inspection log is incorporated in the Officer Daily Log to document daily vehicle inspections. Parking enforcement officers and supervisors are responsible for daily inspections of the vehicles and supervisors are responsible for weekly vehicle maintenance inspections. Every vehicle will be washed on a weekly basis.

Sub-total	Date	Unit #	Make	Cost	Vendor	Maintenance Performed	November	11/7	Fleet	5234.96	work
10/5	101	Hyundai	\$ 15.00		tire repair	11/4	104		5179.65		brakes
10/11	114	Hyundai	\$ 15.00		right driver side license	11/7	107		5264.13		tire replace/insulation/brakes
10/13	112	Hyundai	\$ 11.17		tire replace/balance/oil change	11/7	117				re-hairt loose
10/20	108	Hyundai	\$ 209.00		oil change	11/8	101		\$128.98		oil change
10/21	114	Hyundai	\$ 15.00		tire repair	11/27	113		\$ 31.82		oil change
10/24	112	Hyundai	\$ 149.82		tire repair	11/17	114		\$ 34.87		oil change
10/24	111	Hyundai	\$ 38.42		battery replace	11/17	117		\$ 23.28		light - signal
10/24	105	Ford	\$ 19.20		repair brake replace	11/18	101		\$ 18.29		light - brake
10/24	111	Hyundai	\$ 146.62		re-hairt/wash/wheel/brake	12/11	108		\$485.51		battery replace
10/24	111	Hyundai	\$ 17.45		battery replace	11/21	114		\$ 31.34		light - head
10/24	111	Hyundai	\$ 146.62		battery replace	11/21	114		\$113.29		battery replace
10/26	401	Ford	\$ 38.82		oil change	11/28	101		\$ 34.81		oil change
10/30	111	Hyundai	\$ 21.28		light - brake	11/28	115		\$ 31.82		oil change
10/31	106	Hyundai	\$ 22.00		vehicle tow	11/30	Fleet		\$281.00		wash

## DAILY VEHICLE INSPECTION

Pre- and post-shift visual inspection conducted by the supervisor along with the parking enforcement officer and notated on the vehicle inspection form. Once the inspection is complete, both supervisor and P.E.O. initial the inspection form.

- Visually inspect the vehicle for physical damage and notated on the form
- Visually inspect to ensure brake lights, running lights, turn signals, windshield wiper and amber lights are working properly
- Visually inspect tires to ensure they are properly inflated, and tread level is acceptable
- Visually inspect to ensure vehicles are equipped with proper safety kits, including first aid, cones, and hazard marking devices such as flares
- Visually inspect the interior of the vehicle for cleanliness

Vehicle Inspection - Unit #:			
Color:	Prod. A/C:	Prod. Equipment:	Light:
Tire:	Body:	(S&P) (Yellow):	Gas Cap:
New Body Damage:			
Date:	Officer:	Supervisor P/O:	Supervisor P/O:

## EQUIPMENT AND SUPPLIES

Per RFP requirement, LAZ will provide all citation TurboData handhelds, printers, radios, and all citation related equipment and supplies for this contract.

## UNIFORMS AND STAFF IDENTIFICATION

LAZ Parking acknowledges that the City must approve all uniforms. As ambassadors of the City, we recognize the importance of employee appearance. We will ensure that our staff is supplied proper uniform and appropriate equipment needed to do their jobs well and safely. Staff will be provided with enough uniform shirts and pants to make sure they always maintain a professional appearance. All staff will be issued jackets and hats for inclement weather. Additionally, LAZ Parking will provide staff with photo identification, name tags,



and badges that clearly state the company name and the staff person's name. For enforcement operations, we propose an ambassador style uniform that include uniform shirts (color selected by City) and dark trousers/shorts, black leather boots/shoes, black leather belt, silver color name plate, operable 3 cell flashlights for night officers, high visibility traffic safety vests, highly visible rain gear, dark blue or black baseball cap with "Parking Enforcement" embroidered in white. The standard LAZ Parking ID badges contain the employee's picture and LAZ Parking employee ID number, which the employees will always wear while on duty.

## **EXHIBIT B INSURANCE LANGUAGE**

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

**General Liability Insurance.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile Liability Insurance.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

**Professional Liability (Errors & Omissions) Insurance.** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' Compensation Insurance.** Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least \$1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

**Umbrella or Excess Liability Insurance.** Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess

over commercial general liability, automobile liability, and employer's liability policies. Such policy or policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

## **OTHER PROVISIONS OR REQUIREMENTS**

**Proof of Insurance.** Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of Coverage.** Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

**Primary/Noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's Rights of Enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

**Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

**Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**Enforcement of Contract Provisions (Non Estoppel).** Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

**Requirements Not Limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

**Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

**Additional Insured Status.** General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

**Prohibition Of Undisclosed Coverage Limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

**Separation of Insureds.** A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with

the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

**City's Right to Revise Specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

**Self-Insured Retentions.** Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

**Timely Notice Of Claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional Insurance.** The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.