

PARKING FACILITIES MANAGEMENT
SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as City), and ACE PARKING MANAGEMENT, a California corporation (hereinafter referred to as Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal," Exhibits Attached hereto, and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: RFP FOR PARKING FACILITIES MANAGEMENT (Request for Proposals No. 9554) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.
2. PRICE. For the monetary consideration of THIRTEEN MILLION TWO HUNDRED THIRTY THOUSAND THREE HUNDRED THIRTY-TWO DOLLARS (\$13,230,332), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.
3. TERM OF CONTRACT. This Contract shall be in effect for FIVE (5) years from the date of the Notice to Proceed. The Contract may be extended for up to FIVE (5), additional ONE (1) year terms in accordance with the provisions set forth in the Specifications of the Request for Proposals.
4. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from City.
5. INDEMNIFICATION: Contractor shall indemnify, hold harmless and defend City and each of its officers, officials employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers. If Contractor should subcontract all or any portion of the work to be

performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.


This section shall survive termination or expiration of this Contract.

6. ADDITIONAL/AMENDED TERMS OF AGREEMENT: Attached hereto as Exhibit A.


The terms and conditions contained in Exhibit A shall supersede any inconsistent or conflicting terms contained within the Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.


CITY OF FRESNO,
A California municipal corporation

DocuSigned by:

By: _____
[Name], Jennifer Clark
[Title] Director


[CONTRACTOR NAME], Ace Parking III, LLC
[Legal Identity]

DocuSigned by:

By: _____
Name: J Baumgardner

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

DocuSigned by:

By: _____ 1/26/2021
[Name] Kristi Costa Date
Deputy City Attorney

Title: CEO
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

DocuSigned by:

By: _____
Name: Keith Jones

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

DocuSigned by:

By: _____ 1/26/2021
[Name] Marco Martinez
Deputy

Title: owner
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

EXHIBIT A

ADDITIONAL/AMENDED TERMS Service Agreement between City of Fresno and ACE Parking [Project Title]

1. PERFORMANCE BENCHMARKS. Parking Operator shall work with City to develop quality control quantitative benchmarks and an operational plan to meet those benchmarks. The City shall provide ACE Parking regular feedback on performance benchmarks. These benchmarks are:
 - a. Customer satisfaction as measured by surveys, complaints or other means
 - b. Physical appearance of the facilities and adherence to agreed-upon standards
 - c. Engagement with the City, business community, and other key stakeholders in enhancing Downtown Fresno.
2. CUSTOMER FOCUS GROUP. The parties agree to establish and reasonably participate in Customer Focus Group to review operations. The Customer Focus Group shall meet at least quarterly and consist of membership as identified by the City. Within 30 days of each Customer Focus Group meeting, ACE Parking shall provide the City a summary of the meeting, and any necessary actions taken.
3. LIQUIDATED DAMAGES. Time for completion of services is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery of services, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum of **Two Hundred Fifty Dollars (\$250.00) per day** for each calendar day of delay in delivery of service(s) from 30 days after written notice to cure from City to the Contractor. Such payment due the City will be deducted by the City from any payment due to the contractor for service(s) delivered. Otherwise, contractor will reimburse City within 30 days of receipt of invoice from the City.
4. ASSIGNMENT OF CONTRACT. The City reserves the right to assign or transfer its obligations under this contract to another entity, including but not limited to a parking authority, but is no way obligated to. Nothing herein shall be construed to permit assignment or transfer by contractor of any rights under this contract and such assignment or transfer is expressly prohibited and void.