Resolution No. 93-0662

STOCKTON CITY COUNCIL

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Stockton, that certain "Agreement for Services" between the City of Stockton (Central Parking District) and the County of San Joaquin, for the operation of the Hunter Street parking structure.

2. That a copy of said Agreement is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED and ADOPTED NOV 1 1993.

JOAN DARRAH, Mayor
of the City of Stockton

FRANCES HONG, City Clerk
of the City of Stockton

CITY ATTY REVIEW
DATE OCT 2, 8 1993
AGREEMENT FOR SERVICES

SAN JOAQUIN COUNTY
GENERAL SERVICES

Parties: COUNTY: County of San Joaquin
General Services
222 E. Weber Avenue, Room 675
Stockton, CA 95202
Attn: James Leonard

CONTRACTOR: City of Stockton
Central Parking District
400 E. Market Street
Stockton, CA 95202
Attn: Edmund Coy

AGREEMENT: The parties agree:

1. Professional Services:

CONTRACTOR shall provide services to COUNTY at the direction and
general supervision of the Director of General Services. CONTRACTOR shall supervise
the operation and routine maintenance of the public parking facility within COUNTY'S
Hunter Street parking structure. Specific tasks are outlined in Attachment A, Scope of
Services.

2. Operating Revenues:

CONTRACTOR shall account for all receipts from the operation of the public
parking facility. Receipts will be deposited daily with the County Treasurer-Tax Collector.

3. Term of Agreement:

The term of this Agreement shall be from November 1, 1993 through
October 31, 1994. The Agreement may be extended for up to three additional years through
annual extensions, subject to the consent of both parties.

4. Compensation:

Work performed under this Agreement will be compensated at rates not to exceed those specified in Attachment B. Reimbursable expenses (including purchase of maintenance materials directly related and necessary to the successful completion of this Agreement) will be based on actual costs and will be itemized on invoices separately from professional services.
A. Payment for professional services and reimbursable expenses shall be made, upon approval of invoiced charges, within thirty (30) days of the receipt of invoices.

B. Annual compensation, not including reimbursable expenses, shall not exceed Sixty-Two Thousand Nine Hundred Twenty Dollars ($62,920). Any revision to the rates of compensation require the written approval of the Director of General Services and the Stockton City Manager.

5. Contractor's Status:

In the performance of work, duties, and obligations imposed by this Agreement, CONTRACTOR is at all times acting as an independent contractor practicing its profession and not as an employee of COUNTY. CONTRACTOR shall perform all work in strict accordance with currently approved methods and standards of practice in CONTRACTOR'S professional specialty. The sole interest of COUNTY is to assure that CONTRACTOR'S services are rendered in competent and efficient manner in order to maintain high standards.

6. Assignment:

CONTRACTOR may not assign, transfer, or subcontract its obligation of this Agreement or any rights hereunder without the prior written consent of COUNTY. CONTRACTOR shall not have any claim under this Agreement or otherwise against COUNTY for vacation, sick leave, retirement benefits, Social Security, or Workers' Compensation benefits.

7. Indemnification:

CONTRACTOR shall defend, indemnify, and save harmless COUNTY, its officers, agents, and employees from and against any and all claims of any kind or nature, which COUNTY, its officers, agents, and/or employees may sustain or incur, or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with CONTRACTOR'S allegedly wrongful acts or actively or passively negligent performance or attempted negligent performance of this Agreement, excepting only liability arising out of the willful misconduct or sole negligence of COUNTY, including but not limited to, structural defects in the Hunter Street parking structure.

8. Insurance:

A. Workers' Compensation Insurance

During the life of the Agreement, CONTRACTOR shall take out and maintain Workers' Compensation and Employer's Liability Insurance for all of its employees providing services under the Scope of Services. In lieu of evidence of Workers' Compensation Insurance, COUNTY will accept a Self-Insuring Certificate from the State of California.
CONTRACTOR shall require any subcontractor to provide it with evidence of Workers' Compensation and Employer's Liability Insurance, all in strict compliance with California State Laws.

B. Public Liability Insurance

CONTRACTOR shall provide evidence of automobile and general liability self-insurance coverage.

The amount of coverage shall be not less than the following:

Single Limit Coverage applying to Bodily and Personal Injury Liability and Property Damage—One Million Dollars ($1,000,000).

The following endorsements must be indicated on the Certificate:

1. COUNTY, its officers, and employees are named as additional insureds as to the work being performed under the contract;
2. The coverage is Primary and no other insurance carried by COUNTY will be called upon to contribute to a loss under this coverage;
3. The coverage includes Blanket Contractual Liability;
4. The limits of liability are provided on an occurrence basis;
5. The coverage includes Broad Form Property Damage Liability;
6. The coverage includes products and completed operations;
7. The coverage includes use of non-owned autos;
8. The coverage shall not be canceled nor materially altered unless thirty (30) days written notice is given to COUNTY.
9. The coverage does not include defects in the construction of the facility.

9. Discrimination:

CONTRACTOR and subcontractors shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicapped condition.

10. Notices:

Any notices to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid, return.
receipt requested. Unless otherwise designated by either party in writing, such notice shall be mailed as shown on the first page of this Agreement.

11. Termination:

This Agreement may be terminated by either party upon written notice. In such event, CONTRACTOR shall be compensated for services completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Paragraph 4, together with such additional services performed after termination which are authorized by COUNTY to wind up the work performed to date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of ______________, 1993.

CONTRACTOR: 
CITY OF STOCKTON
Central Parking District

City Manager 

ATTEST: 
Frances Hong, City Clerk 
of the City of Stockton 

COUNTY: 
COUNTY OF SAN JOAQUIN
a political subdivision of the 
State of California 

Purchasing Agent 

REVIEWED & RECOMMENDED FOR APPROVAL 

County Administrator 

APPROVED AS TO FORM: 
R. Thomas Harris 
City Attorney 

APPROVED AS TO LEGAL FORM: 

County Counsel 

By: [Signature]
Deputy City Attorney
ATTACHMENT A

COUNTY PARKING STRUCTURE
Scope of Services

CITY OF STOCKTON
(Central Parking District)

Provide adequate trained personnel to operate and maintain the public parking facility in the County parking structure weekdays from 6:00 a.m. to 7:00 p.m. Subject to the direction or approval of the County, services may include but not be limited to:

General

- Establish and enforce rules and regulations.
- Set monthly and hourly rates.
- Monitor traffic and utilization of spaces.
- Resolve problems and complaints.

Security

- Open and close the facility.
- Reasonable security precautions.
- Control keys and entry protocols.
- Secure doors and access from non-public areas.
- Report suspicious activities.
- Arrange removal of unauthorized vehicles.
- Report incidents and accidents.
- Maintain found articles.

Maintenance

- General maintenance and cleaning.
- Sweeping of public parking areas.
- Removal of graffiti.
- Appropriate and necessary signs.
- Electronic systems and gates.
- Report unsafe conditions and maintenance needs.

Records

- Collect monthly and hourly parking fees.
- Deposit collections as directed by County Auditor.
- Record monthly, hourly, and validation activity.
- Maintain accounting for audits.
- Cooperate with audit and information requests.
ATTACHMENT B

COMPENSATION

Hours of Operation: 6:00 a.m. to 7:00 p.m. (Monday-Friday only)

Attendants, Operations & Maintenance: ..................................................... $ 58,240.00

Records & Accounts ................................................................................. $ 4,680.00

Subtotal: $ 62,920.00

Management (DSA) .................................................................................. $ 7,800.00

Total: $ 70,720.00