



Council Business Meeting

April 2, 2024

Agenda Item	Parking Management Contract – LAZ Parking Services		
From	Scott Fleury PE Mariane Berry	Public Works Director	Finance Director
Contact	Scott.fleury@ashland.or.us Mariane.berry@ashland.or.us		
Item Type	Requested by Council <input type="checkbox"/> Update <input type="checkbox"/> Request for Direction <input checked="" type="checkbox"/> Presentation <input type="checkbox"/> Consent <input type="checkbox"/> Public Hearing <input type="checkbox"/> New Business <input type="checkbox"/> Unfinished Business <input type="checkbox"/>		

SUMMARY

Before the Council is a goods and services contract with LAZ Parking Services for Downtown Parking Management and Enforcement Services. The City Council acts as the local contract review board to ensure that proper procurement procedure was utilized in development of the contract documents under consideration for award. Staff used a formal solicitation Request for Proposal process that was advertised statewide.

Work considered under the contract includes the monitoring and enforcement of all timed parking zones in the downtown core, management of the daily operations of the Hargadine Parking Structure and associated administration requirements of a parking enforcement program.

POLICIES, PLANS & GOALS SUPPORTED

1) Ashland Comprehensive Plan – Transportation Element – Policy 10.09.02 #24

Manage the supply, operations and demand for parking in the public right of way to encourage economic vitality, traffic safety and livability of neighborhoods. Parking in the right of way, in general, should serve land uses in the immediate area

2) Downtown Strategic Parking Management Plan – Accepted by Council May 2, 2017

PREVIOUS COUNCIL ACTION

The City Council has previously approved parking management and enforcement contracts for the downtown core. The last contract was approved at the November 20, 2018 Business Meeting ([Staff Report](#)).

BACKGROUND AND ADDITIONAL INFORMATION

The City of Ashland currently contracts for parking management and enforcement with Diamond Parking Services. The current contract with Diamond was set to expire in February of 2024 and has been extended via contract amendment through April 2024 to allow the City to follow through on the process to obtain parking management services through a new formal solicitation process.

Parking enforcement occurs within the downtown corridor on Main Street and Lithia Way from the Plaza to the Library. Occasionally additional foot patrols are requested to enforce a small number of timed parking zones in the Railroad District.





Council Business Meeting

The City has previously conducted solicitations for parking services through Requests for Proposal (RFP) with maximum contractual periods of five years before a new public solicitation is required.

In order to solicit for a Downtown Parking and Administration contractor, Public Works Staff updated the previously utilized RFP for a new formal solicitation. The RFP was advertised through the Daily Journal of Commerce and the proposal documents were hosted on the OregonBuys website. The RFP was posted on December 5, 2023 with responses due by January 9, 2024.

On February 20, 2024, the City of Ashland completed the review process for selection of a Downtown Parking Enforcement and Administration contractor. Proposals were submitted by Ace Mobility Solutions, Diamond Parking Services and LAZ Parking Services. Proposals were graded by Sabrina Cotta, Interim City Manager, Mariane Berry, Finance Director and Scott Fleury PE, Public Works Director.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
LAZ Parking Services	262	1
ACE Mobility Solutions	256	2
Diamond Parking Services	211	3

After scoring was completed, all contractors were informed of the City’s intent to begin scope and fee negotiations with LAZ Parking Services. Through formal discussions the final scope and fee was agreed upon in concept by the City and LAZ Parking Services. The scope and fee is part of attachment #1, Goods and Services Contract.

FISCAL IMPACTS

The parking enforcement program generates revenue through the issuance of parking citations per Ashland Municipal Code requirements. The parking contractor manages the collection of fees from citations and the remittance to the City. The contractor also acts as the first line of citizen contact with regard to citation dispute, can attend court if required and performs service repair of parking meters in the Hargadine parking structure. As compensation for services, the contractor is paid a fixed monthly administrative and operating fee based on the approved contract scope (see Fee Schedule in attachments).

In the first contract year, the fixed monthly fee under the LAZ Parking Management Contract is \$118K and increases by 3% each year for 5 years. In FY2023 and FY2022, the City paid a total of \$175.6K and \$175.9K, respectively, to its previous contractor.

Actual revenues from parking in FY2023 were \$194K and FY2022 \$134.6K. To date, we have collected approximately \$202.8K in FY2024.





Council Business Meeting

STAFF RECOMMENDATION

Staff recommends approval of LAZ Parking Management Contract.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

-I move the local contracting board to find that the proper contracting procedure was followed in the procurement of this contract, and further move that the City enter into a goods and services contract with LAZ Parking Services.

-I move to request staff perform a new solicitation.

-I move to take no action. (This would eliminate parking management services for the City).

REFERENCES & ATTACHMENTS

Attachment #1: Goods and Services Contract-LAZ Parking Services

GOODS AND SERVICES AGREEMENT (GREATER THAN \$35,000)

<p style="text-align: center;">CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>CONTRACTOR: LAZ Parking Northwest, LLC</p> <p>CONTACT: Graham Leach</p> <p>ADDRESS: 255 Stewart St. Seattle, WA 98101</p> <p>PHONE: (206) 487-0538</p> <p>EMAIL:</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and LAZ Parking Northwest, LLC, (a foreign business corporation) (hereinafter "Contractor"), for Downtown Parking Enforcement and Administration Services.

1. CONTRACTOR'S OBLIGATIONS

- 1.1 Provide Downtown Parking Enforcement and Administration Services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Contractor expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."
- 1.2 Contractor shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability; and
 - Workers' Compensation.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Contractor shall immediately notify the City of any change in insurance coverage.

- Contractor shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 Contractor shall, at its own expense, maintain Worker’s Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide workers’ compensation coverage for all of its subject workers. As evidence of the insurance required by this Agreement, the Contractor shall furnish an acceptable insurance certificate prior to commencing any Work.

1.4 Contractor agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Contractor. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Contractor agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractors of the Contractor’s obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

1.6 **Living Wage Requirements:** If the amount of this Agreement is \$25,335.05 or more, Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Contractor is also required to post the notice attached hereto as “Exhibit A” predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

2.1 City shall pay Contractor amounts as provided in the SUPPORTING DOCUMENTS as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee		
Contract Year 1	\$9,852.78 per Month	Annualized \$118,233.34
Contract Year 2	\$10,148.36 per Month	Annualized \$121,780.34
Contract Year 3	\$10,452.81 per Month	Annualized \$125,433.75
Contract Year 4	\$10,766.40 per Month	Annualized \$129,196.76
Contract Year 5	\$11,089.39 per Month	Annualized \$133,072.66

2.2 In no event shall Contractor's total of all compensation and reimbursement under this Agreement exceed the annualized total in the attached Fee Schedule per calendar year without express, written approval from the City official whose signature appears below, or such official's successor in office. Contractor expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Contractor further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Contractor's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Contractor and is free to procure similar types of goods and services from other Contractors in its sole discretion.
- 3.2 Contractor is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Contractor is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 Contractor shall not assign this Agreement or subcontract any portion of the Work to be provided hereunder without the prior written consent of the City. Any attempted assignment or subcontract without written consent of the City shall be void. Contractor shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by the City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and the City.
- 3.5 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.6 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.7 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.8 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.9 Contractor shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, contractors, or agents under this Agreement.
- 3.10 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.11 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Contractor and the City set forth in this Agreement.

- 3.12 Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges for the Goods. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods by the City. Contractor remains liable for latent defects, fraud, and warranties.
- 3.13 The City may inspect and test the Goods. The City may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, the City may reject the Goods and cancel this Agreement in whole or in part. This paragraph does not affect or limit the City's rights, including its rights under the Uniform Commercial Code, ORS Chapter 72 (UCC).
- 3.14 Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with SUPPORTING DOCUMENTS and be free from defects in labor, material and manufacture. Contractor shall transfer all warranties to the City.

4. SUPPORTING DOCUMENTS

- 4.1 The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"
- The City's written Request for Proposals released 12/5/23.
 - The Contractor's complete written Proposal dated 1/6/24.
- 4.2 This Agreement and the SUPPORTING DOCUMENTS shall be construed to be mutually complimentary and supplementary wherever possible. In the event of a conflict which cannot be so resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the SUPPORTING DOCUMENTS. In the event of conflict between provisions of two of the SUPPORTING DOCUMENTS, the several supporting documents shall be given precedence in the order listed in Article 4.1.

5. REMEDIES

- 5.1 In the event Contractor is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
 - 5.1.2 Withholding all monies due for the Work that Contractor has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
 - 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due, Contractor shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until May 1, 2025, with the option of

two, one year extensions by mutual agreement of both parties, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Contractor may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Public Works Department

Attn: Scott Fleury

20 E. Main Street

Ashland, Oregon 97520

Phone: (541) 488-5587

With a copy to:

City of Ashland – Legal Department

20 E. Main Street

Ashland, Oregon 97520

Phone: (541) 488-5350

If to Contractor:

LAZ Parking Northwest, LLC

Attn: Graham Leach

255 Stewart Street

Seattle, WA 98101

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. CONTRACTOR'S COMPLIANCE WITH TAX LAWS

9.1 Contractor represents and warrants to the City that:

9.1.1 Contractor shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Contractor; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Contractor further certifies that contractor is not in violation of any Oregon tax laws referenced in ORS 305.380(4).

9.2 Contractor's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Contractor's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

LAZ PARKING NORTHWEST LLC (CONTRACTOR):

By: _____
Sabrina Cotta, Interim City Manager

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:



Assistant City Attorney

3.13.24

Date

EXHIBIT A

CITY OF ASHLAND, OREGON

City of Ashland
LIVING
WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$18.12 per hour, effective June 30, 2023.
The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds \$25,335.05 or more.
- For all hours worked in a month, if the employee spends 50% or more of the employee's time in that month working on a project or

- portion of the business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland over \$25,335.05;
- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage, employers may add the value

- of health care, retirement, 401K, and IRS eligible cafeteria plans (including childcare) benefits to the employee's amount of wages.
- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted in areas where it can be seen by all employees.





15 Lewis Street
 5th Floor
 Hartford, CT 06103
 Ph 860.522.7641
 Fax 860.524.8249
 www.lazparking.com

City of Ashland, OR

LAZ Fee Schedule for Parking and Enforcement Services

FEE SCHEDULE (UNIT COSTS)

LAZ Parking's proposed cost for Enforcement Services in the City of Ashland aims to provide efficient and cost-effective solutions, ensuring optimal parking management to meet the city's needs while maintaining a focus on sustainability and community engagement.

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative / Supervision Labor	\$3,658.56	Supplies	\$500.00
Payroll Taxes / Benefits	\$1,025.94	Taxes & Licenses	\$25.00
Office Rent	\$1,035.00	Uniforms	\$200.00
Utilities	\$75.00	Postage	\$75.00
Telephone /Long Distance	\$100.00	Audit Expense	\$250.00
Handhelds (purchase and service)	\$806.67	Banking	\$137.50
Modem / Internet / IT	\$164.11	Insurance	\$180.00
Repairs / Equipment Maintenance	\$370.00	Accounting & Data Processing	\$400.00
		Total Expenses	\$9,002.78

Contractor Profit \$850.00

FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE \$9,852.78

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee

Contract Year 1	\$9,852.78	per Month Annualized	\$118,233.34
Contract Year 2	\$10,148.36	per Month Annualized	\$121,780.34
Contract Year 3	\$10,452.81	per Month Annualized	\$125,433.75
Contract Year 4	\$10,766.40	per Month Annualized	\$129,196.76
Contract Year 5	\$11,089.39	per Month Annualized	\$133,072.66

REIMBURSED FEES

Enforcement Labor & Court Appearance Fees (Reimbursed) \$24.19 Per Hour

* Billed per hour at the Current Living Wage plus 32% taxes and benefits

* To be adjusted annual on any changes to Living Wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees and EMS Processing Fees to be reimbursed at cost

REGIONAL OFFICES

Atlanta

Boston

Chicago

Dallas

Hartford

Houston

Los Angeles

Miami

New York

Philadelphia

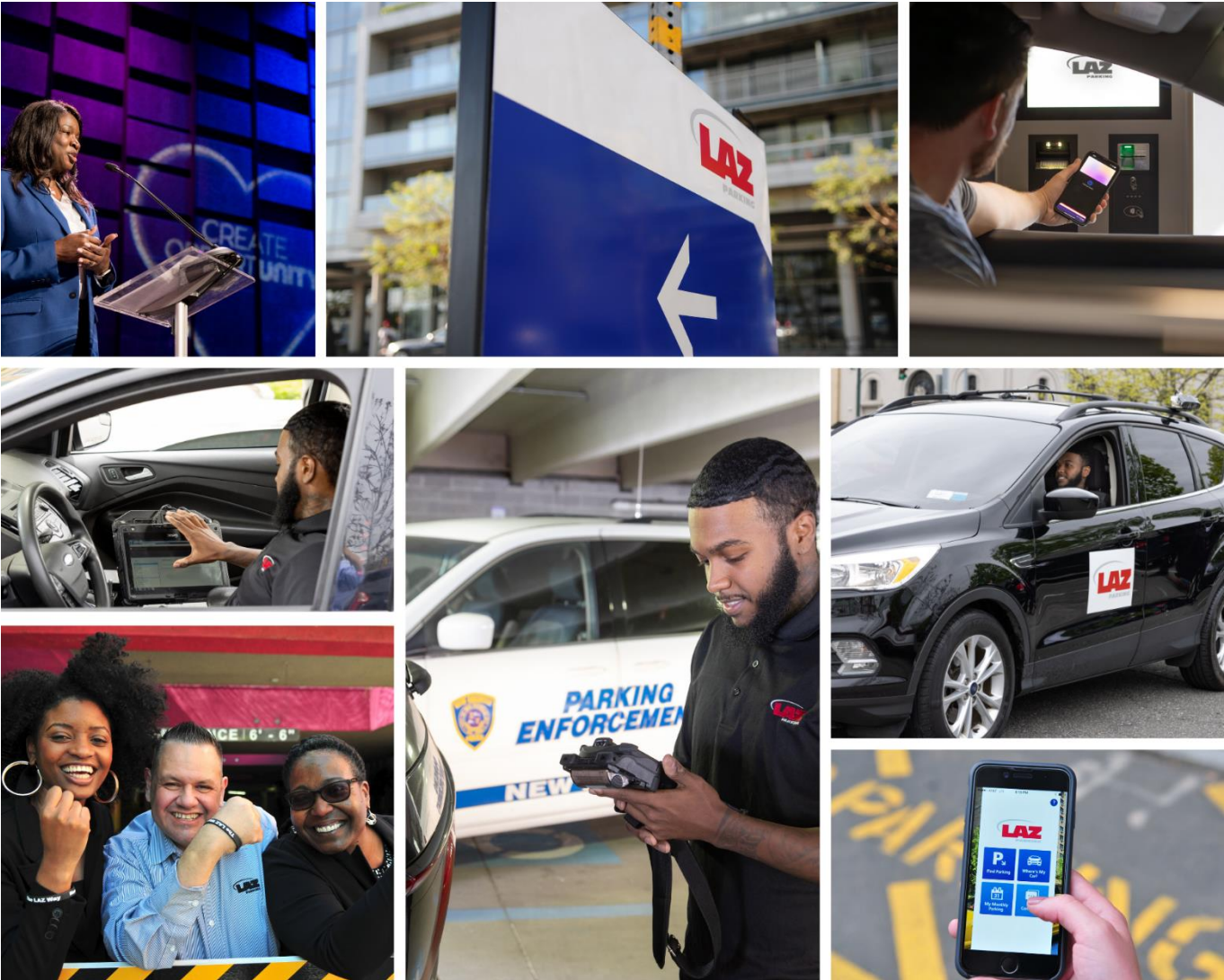
San Diego

San Francisco

Washington, DC

Downtown Parking Enforcement & Admin Services

City of Ashland, OR | Project #2023-06 | January 9, 2023



2023-25 ACCREDITED
PARKING
ORGANIZATION®

COVER LETTER

January 9, 2024

City of Ashland, OR

ATTN: Scott Fleury, P.E., Public Works Director | 51 Winburn Way, Ashland OR 97520

(541) 488-5587 | scott.fleury@ashland.or.us

RE: LAZ PARKING RESPONSE TO PROJECT 2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMIN SERVICES

Dear Scott and the City of Ashland:

LAZ Parking is thrilled to present our tailored proposal for Downtown Parking Enforcement and Admin Services for the City of Ashland. Our approach blends cutting-edge technology with a deep understanding of local parking dynamics, ensuring not only compliance but a seamless and positive parking experience. Partner with LAZ Parking to bring efficiency and a touch of Pacific Northwest flair to your parking solutions. LAZ Parking has actively engaged in all pre-proposal activities. Currently, LAZ Parking manages more than 30,000 parking spaces in 113 locations across the Northwest region, including Rogue Valley International Medford Airport (MFR), employing 250+ team members who not only work in but are a vital part of the local community. Nationally, LAZ manages more than 4,250 locations across 42 states with over 14,500 employees.

With LAZ Parking, The City of Ashland will receive:

- An extensive Quality Control (QC) and Quality Assurance (QA) program backed by leading edge In-House Technology
- High-level service competitively priced to help increase revenues for Ashland.
- Fresh perspective to the City's parking operation for the first time in a long time

By selecting LAZ Parking, the City of Ashland will receive a customized and forward-thinking approach to parking enforcement services. Our commitment to excellence, combined with a deep understanding of the local community, ensures compliance and a tailored solution that harmonizes with the unique dynamics of the city. We look forward to talking next steps!



ROYCE WILLIAMS

Regional Vice President

255 Stewart Street | Seattle, WA 98101
c. (206) 487-0538 | rwilliams@lazparking.com

ROBERT MARONEY, CAPP

Vice President, Government Services

One Financial Plaza, 14th Floor | Hartford, CT 0610
c. (804) 921-5019 | rmaroney@lazparking.com



PROJECT APPROACH

At LAZ Parking, our approach to parking enforcement in Ashland is deeply rooted in precision and community-centric solutions. By harnessing cutting-edge technology and local insights, we propose a proactive strategy aimed at ensuring compliance while minimizing disruptions. Our dedicated team is committed to implementing a seamless and efficient enforcement process, contributing to the cleanliness and functionality of Ashland's streets, and fostering a positive parking experience for all residents and visitors.

LAZ Parking has the resources, staff, management team and proven experience to manage your entire parking system. Our approach, described here, can be summarized with three core values: **People, Process, and Technology.**

LAZ Personnel

At LAZ we are nothing without our people. As the public representatives for the City of Ashland's parking operations, it is extremely important that we hire the best employees and train them to be even better. LAZ excels at hiring and retaining our employees due to our extensive efforts to find the right people and show them the LAZ Way. We credit our 12 step program for providing us with the best employees in the industry. When choosing LAZ, you can trust our people will be the best partners and customers service representatives.

Staffing Plan

To ensure the parking operations for the City of Ashland are managed according to the Scope of Services we have put together the following staffing plan.

One Manager – Responsible for oversight of all parking operations including communications with the City and LAZ leadership, management of staff, project management, monthly reporting, creating and updating enforcement routes and rules, ensuring compliance with laws and regulations, and more. 40% of the manager's time will be allocated to operations in the City of Ashland. The other 60% is allocated to Rogue Valley International Medford Airport (MFR). We

chose this as we are confident it is the best way to be cost sensitive while providing the highest level of service to the City.

Two Fulltime Parking Enforcement Officers (PEOs) – Our PEOs report directly to our proposed manager. As you will see below our officers are responsible for upholding laws and regulations while providing high quality customer service.

One Administrative Assistant – Reporting directly to the manager, this position is responsible for staffing the parking office during the open hours of 10am-2pm Tuesday through Friday. They will answer questions via email/phone/in-person, assist patrons with paying violations, ensure records are kept correctly, and assist our proposed manager with day-to-day assignments.

Parking Enforcement Responsibilities

LAZ Parking understands that our staff will be responsible for patrolling 12 City blocks as well as the off-street parking spaces located in the City’s surface lots and parking garage. Most of our team’s working hours, including the program manager, will be spent out in the field. Our deployment time, that includes a device check, pass down communication and briefing will take no more than 15 minutes. An officer’s end of shift, returning to base will take no more than 15 minutes which will allow the maximum time for our team to be in the field.

PARKING ENFORCEMENT OFFICER RESPONSIBILITIES

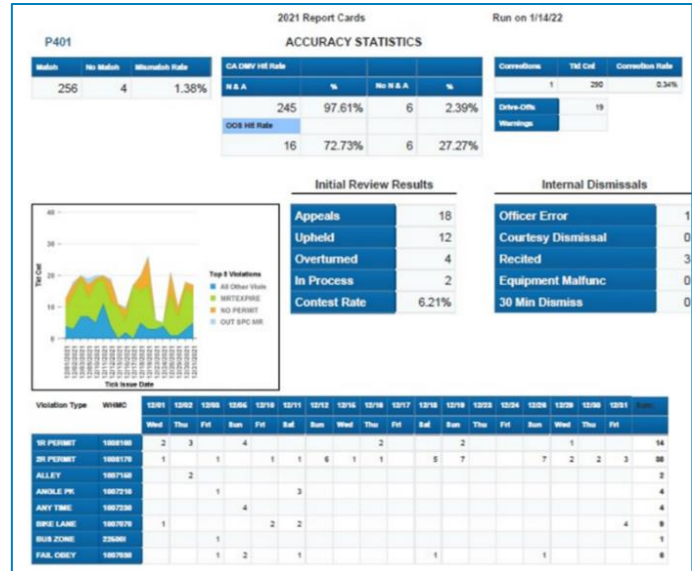
- Enforce Municipal and State Vehicle Codes related to parking and registration violations.
- Issue citations and tow vehicles as required
- Patrol City streets, parking lots, structure, and parking time limit zones for parking violations or abandoned vehicles
- Assist citizens with parking and traffic issues or questions
- Report circumstances requiring police action
- Report safety hazards
- Report damaged equipment, unclear signage, or street markings, and missing, damaged or conflicting parking signs or traffic control signs
- Provide beat analysis and report malfunctioning parking meters



LAZ Parking will be an extension of the City of Ashland. We understand the important responsibility of representing the City in the utmost professional manner. Our proposed approach that is defined in this section details our commitment to operating this program under the guidelines and direction of the City. The collaborative relationship between LAZ and the City of Ashland will lay the foundation for a successful parking enforcement program for the City. As we begin operations we propose daily check-ins and weekly meetings with the City to ensure clear communications and expectations are being met.

QUALITY CONTROL (QC) AND QUALITY ASSURANCE (QA) PROCESS

LAZ has hands-on experience customizing and developing reports that best fit the needs of each of our clients. Each report provides easy-to-understand factors for the reviewer, with a focus on highlighting performance metrics. Upon award of a contract, it is our intent to meet with the City and share a variety of reports currently in use at our other contracts. In partnership with our municipal clients, we have developed complex reporting mechanisms that provide the operations with a consistent level of oversight. These reports range from a simple daily officer shift log to a more comprehensive weekly/monthly citation activity report, and from officer productivity report to violation trend report. Through citation mapping and violation heat maps are other ways we provide our clients a visual review of daily, weekly, and monthly citation activity and violation capture.



CITATION MANAGEMENT SYSTEM

LAZ Parking will partner with Park Loyalty system to provide a turnkey enforcement solution that will manage the lifecycle of the parking citation including the software & hardware for issuance, the collection of fines and integration with the DMV for owner look-up and holds. Information regarding Park Loyalty is included as Attachment 6.



PROJECT TEAM EXPERIENCE & QUALITY OF SERVICE

LAZ Parking is proud to present a team of seasoned professionals with a wealth of experience in parking management. Our key personnel bring expertise in operations, technology, and client relations, ensuring a dynamic leadership approach that aligns with the unique needs of the City of Ashland and its community. With a focus on excellence, our team is poised to elevate the parking experience and contribute to the success of this partnership.

LAZ Parking Experience

Implementing and managing a program for a city the size of Ashland is right in our wheelhouse. Where there is change, there is complexity and risk, interdependencies to manage, and conflicting priorities to resolve. The City of Ashland needs a partner who has the right experience, proven track record, and vision to work with the City and their goals. Throughout this proposal, we have highlighted our experience and knowledge gained from over 40 years of managing similar complex parking enforcement programs that are operated round the clock, 365 days a year. Most notably, LAZ's experience managing the West Hollywood and Inglewood enforcement programs that are the most relevant to the requirement set forth in this RFP. Throughout the years, we have developed and applied a rigorous program management approach to how we currently manage similar enforcement programs. Our methodology is our proven best-practice framework for program management of this important contract. It also draws on our extensive experience with delivering successful transformations and transition of first-time privatized enforcement programs. Our success is a direct result of a true partnership we have formed with these cities and the knowledge gained by applying best practices to ensure continuous improvement at all levels of the program. As such, LAZ possesses the technical skills and knowledge that is unique to fulfill the requirements of this contract.

Proposed Manager

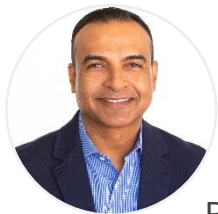
Scott Thomas, Proposed Manager



Scott Thomas is the Facility Manager at Rogue Valley International – Medford Airport. He transitioned from SP+ when he saw the opportunity to move up and apply new skills to the continued success of LAZ and the Airport. He comes from a varying history of employment and has worked as everything from a warehouse employee to a city mail carrier and was a paramedic/volunteer firefighter in the valley for 5 years. He is native to Southern Oregon and can't imagine a better place to work and play. In his free time, he likes to golf and is an avid LEGO collector with two of his four boys that still live in the valley. Scott will lead the oversight and management of our operations in Ashland as well as the Airport. *(You may find Scott's resume in the attachments)*

Key Leaders and Team members

Muhammad Mansoor, Vice President, Municipal Operations & Enforcement Programs



In his 22-year parking career, Muhammad has led the implementation of multiple first-generation parking enforcement programs. He started his parking career with Central Parking System. While at Central Parking, he was responsible for the management of multiple municipal parking management contracts including Newport Beach, Santa Ana, Long Beach, Anaheim, Carson, and Riverside. Muhammad will provide regional project oversight required to ensure the City of Ashland's needs are met throughout the life of the contract. Muhammad has access to all LAZ's parking contracts, bringing best practices and lessons learned to the City of Ashland.

Peter Cho, Transition Manager & Senior Operations Manager



During his 24 years of parking management experience, Peter has been instrumental in providing measured leadership and guidance to his operational team by implementing proven systems to achieve optimal efficiency. Peter has implemented multiple municipal programs including first-time outsourced enforcement programs. He has worked closely with clients to develop policies and procedures that provide the operations with a consistent level of service. Peter has led the transition of several enforcement programs, most notably, Santa Ana, Newport Beach, San Marcos, San Leandro and San Mateo.

Royce Williams, Regional Vice President, Pacific Northwest



Royce has over 18 years of experience in the parking industry and has been with LAZ Parking since 2005. He has worked in markets across the nation and overseas, including San Diego, Orange County, Los Angeles, Columbus, Cincinnati, Cleveland, Chicago, London and now Seattle. After joining the LAZ family in 2005 as a valet, Royce progressed through several management positions and eventually landed in Columbus, OH. Starting with one location, Royce was able to grow the region through success stories and partnership, and as a result LAZ quickly became the largest parking operator in the Columbus market. His uncanny ability to drive revenue and enhance, not only service expectations, but service delivery is what set LAZ apart. Royce made the move from London, UK to Seattle in 2017 and is now actively working towards growing the region. His unique story of opportunity and growth attests to the integrity of LAZ's Mission, to Create Opportunities for Our Employees and Value for Our Clients. He is a Graduate of the University of California Irvine with a BS in Science and is has his Executive MBA from the University of Cambridge.

Robert Maroney, Vice President, Government Services



Rob Maroney joined LAZ Parking in 2015 as the Vice President of Government Services. Rob is responsible for overseeing and supporting our rapidly expanding Government Services market, which includes municipal agencies and public private partnerships. With over 20 years of experience, Rob brings extensive experience in government operations, management, and consulting. He started his career in municipal government, and during his 12+ year career with Norfolk, VA, he served as the Director of Parking. Rob was also the Director of Parking and Transportation for Virginia Commonwealth University, overseeing the university's parking, transportation, and fleet management programs. Rob has access to all municipal contracts currently managed by LAZ and will bring his expertise to the City of Burbank contract, if LAZ is awarded this contract.

FEE SCHEDULE (UNIT COSTS)

LAZ Parking's proposed cost for Enforcement Services in the City of Ashland aims to provide efficient and cost-effective solutions, ensuring optimal parking management to meet the city's needs while maintaining a focus on sustainability and community engagement.

FEE SCHEDULE

DETAILED MONTHLY EXPENSES

Administrative / Supervision Labor	\$3,658.56	Supplies	\$500.00
Payroll Taxes / Benefits	\$1,025.94	Taxes & Licenses	\$25.00
Office Rent	\$1,035.00	Uniforms	\$200.00
Utilities	\$75.00	Postage	\$75.00
Telephone /Long Distance	\$100.00	Audit Expense	\$250.00
Handhelds (purchase and service)	\$806.67	Banking	\$137.50
Modem / Internet / IT	\$164.11	Insurance	\$180.00
Repairs / Equipment Maintenance	\$370.00	Accounting & Data Processing	\$400.00
		<u>Total Expenses</u>	<u>\$9,002.78</u>

Contractor Profit \$850.00

FIXED MONTHLY SUPERVISION & ADMINISTRATION FEE \$9,852.78

Pricing Proposal - Fixed Monthly Supervision & Administration Management Fee

Contract Year 1	\$9,852.78	per Month Annualized	\$118,233.34
Contract Year 2	\$10,148.36	per Month Annualized	\$121,780.34
Contract Year 3	\$10,452.81	per Month Annualized	\$125,433.75
Contract Year 4	\$10,766.40	per Month Annualized	\$129,196.76
Contract Year 5	\$11,089.39	per Month Annualized	\$133,072.66

REIMBURSED FEES

Enforcement Labor & Court Appearance Fees (Reimbursed) \$24.19 Per Hour

* Billed per hour at the Current Living Wage plus 32% taxes and benefits

* To be adjusted annual on any changes to Living Wage

Credit Card Fees

Credit card processing fees, PCI Compliance Fees and EMS Processing Fees to be reimbursed at cost

TERMINATION FOR DEFAULT

LAZ Parking Northwest, LLC has not had any contracts terminated for default within the last five years. Our commitment to delivering high-quality parking services is evident in our track record, and we maintain a strong reputation for professionalism and reliability in our partnerships. If you need any further details or documentation, please feel free to let us know.

ATTACHMENTS

Attachment 1: Proposal Form

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- SECTION 8 – Proposal Form
- Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes ___ No . If yes, indicate which categories below:

Minority Owned ___ Woman Owned ___ Emerging Small Business ___ Veteran Owned ___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received:

Each Bidder must identify whether the Bidder is a "resident bidder" as defined in ORS 279A.120.

The Bidder is or is not a resident Bidder as defined in ORS 279A.120.

Each Bidder must identify whether the Bidder is an "independent contractor" as defined in ORS 670.600

I certify _____ that I am an independent contractor as defined in ORS 670.600.
Signature

PROPOSER INFORMATION:

LAZ Parking Northwest, LLC

Proposer Company Name

20

Company Address (from which work will be performed)

(206) 487-0538

Telephone Number

N/A

Fax Number

30-0855367

FEDERAL ID NUMBER

Signature: _____

Printed Name: Royce Williams

Title: Regional Vice President

Email Address: RWilliams@lazparking.com

APPLICATION FOR AUTHORITY



Corporation Division
www.filinginoregon.com

E-FILED
Apr 03, 2018
OREGON SECRETARY OF STATE

REGISTRY NUMBER

142569490

TYPE

FOREIGN LIMITED LIABILITY COMPANY

1. ENTITY NAME

LAZ PARKING NORTHWEST, LLC

2. MAILING ADDRESS

15 LEWIS STREET
HARTFORD CT 06103 USA

3. NAME & ADDRESS OF REGISTERED AGENT

CORPORATION SERVICE COMPANY

1127 BROADWAY ST NE
SALEM OR 97301 USA

4. MEMBERS/MANAGERS**MEMBER**

LAZ KARP ASSOCIATES

15 LEWIS ST
HARTFORD CT 06103 USA

5. MANAGEMENT

This Limited Liability Company will be member-managed by one or more members

6. DATE OF ORGANIZATION

01-22-2015

7. DURATION

PERPETUAL

8. JURISDICTION

WA

9. PRIMARY PHYSICAL LOCATION

15 LEWIS ST
HARTFORD CT 06103 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

ELECTRONIC SIGNATURE

NAME

ALAN LAZOWSKI

TITLE

MEMBER

DATE SIGNED

04-03-2018

Attachment 2: Company Resolution

COMPANY RESOLUTION

OF

MEMBERS OF LAZ PARKING NORTHWEST, LLC

THE UNDERSIGNED, LAZ KARP ASSOCIATES, LLC, being the sole member of LAZ PARKING NORTHWEST, LLC a limited liability company organized and existing under the laws of the State of Washington and authorized to do business in that State of Oregon (the "Company") hereby represents that:

A Meeting of the Members of the Company was held on January 2, 2024.

At said meeting after motion duly made and seconded, the following Resolutions were unanimously adopted:

RESOLVED, that the Company is hereby authorized to sign any and all documents, contracts and agreements in regard to the **DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES for the City of Ashland (PROJECT # 2023-06)**

FURTHER RESOLVED, that Royce Williams, Regional Vice President or Robert Maroney Vice President are authorized to sign such documents, contracts and agreements and such documents, contracts and agreements shall be binding upon the Company.

DATED at Hartford, Connecticut, this 2nd day of January, 2024



Glenn T. Terk, General Counsel

Attachment 3: Proposed Manager Resume



James “Scott” Thomas

EDUCATION

AAS – Emergency Medical Technology – Rogue Community College, 2008

RECENT RELEVANT EXPERIENCE

LAZ Parking **June 2023–Present**

Facility Manager

- Manage, plan, schedule, train, and direct activities of on-site employees
- Reconciliation of daily funds and ongoing financial responsibilities of location
- Maintain positive client relationship to ensure highest customer satisfaction goals
- Understand, implement, and deliver all requirements in contractual agreement

SP+ Parking **May 2022–June 2023**

Lead Cashier/Supervisor

- Assisted Facility Manager with daily operations
- Use of electronic tracking software to inventory customer cars in parking lot
- Provided superior customer service via exit booth
- Trained and provided ongoing support to cashiers and inventory staff

United States Postal Service **December 2018–December 2020**

City Carrier Assistant

- Delivery of mail and parcels ensuring accuracy
- Address maintenance for new and existing customers
- Collection of mail and parcels from established partners
- Casing and preparing mail for daily delivery

Linkus Enterprises **August 2015–December 2018**

Warehouse Specialist Lead

- Inventory control and management
- Return authorization preparation and shipment
- Coordinate with technicians for daily / weekly stock needs
- Inventory replenishment for satellite technicians

CSL Plasma Services

2003-2006 and September 2014-August 2015

Processing Supervisor / Donor Floor Lead – Senior Phlebotomist

- Phlebotomy and assisting of donors during plasmapheresis
- Maintenance and sterilization of equipment
- Quality Assurance to comply with state and federal regulations
- Maintain donor flow by choreographing employee work areas

CERTIFICATIONS & SKILLS

Company certification for forklift operation

Proficiency in Microsoft Windows (3.01 thru present), Office, and Adobe Apps

Most Efficient Employee recognition at CSL

Attachment 4: Letter of Reference

Port of Everett Waterfront Place | Everett, WA

Parking Management, Enforcement & Event Staffing



James Gerry
Property Manager
Port of Everett
425.388.0661
jamesg@portofeverett.com

The Port of Everett 45+ acre Waterfront Place complex has the second largest public marina on the West Coast where we rolled out pay parking in May of 2021. There are 4,000+ parking stalls spread across 32 uniquely identified surface lots meeting a variety of stakeholder needs. We provide a License Plate Recognition enforcement patrol with vehicle seven days a week, and we issue parking tickets and handle all adjudication and payments. Parking is free for two hours, then payment is required for longer stays.

We have a FT on-site Manager and FT on-site Assistant Manager as well as 5 patrollers and up to 10 event staff for the larger summer events. There are nine restaurants, two hotels, 12+ commercial businesses, a yacht club, plus the Port employee offices. We sell monthly, quarterly, and annual parking permits for permit parkers such as commercial employees and boat launch patrons. We manage the 3,000 plus complimentary, annual marina tenant permits and 75 Port employee permits and have a special website portal where they register and update their information such as updating current license plates.

We manage a variety of event parking days at the Port of Everett Waterfront Place's site. For most events charge \$5 for parking unless the event promoter chooses to prepay for their guests parking. We accept credit card payments at 9 different T2 Luke credit card pay machines, or people can pay with their cell phones utilizing the LAZgo parking app or it's four step Text to Park feature.

For each event, we provide ambassadors to direct traffic and guests towards the event location, answer guest questions and direct event staff and promoters to the appropriate place for staging. We collect parking revenues for the largest events, and answer questions about the LAZ app and Text to Park payment option or direct people to credit card pay stations.

Attachment 5: Additional References

With a distinguished track record and experienced team, LAZ Parking has excelled in providing comprehensive enforcement solutions for municipalities. Our expertise lies in seamlessly integrating cutting-edge technology, highly trained personnel, and efficient management practices to ensure optimal compliance and enhance the overall parking experience for the communities we serve.

Leading the Way in the Municipal Market

LAZ Parking is a leading provider, specializing in parking solutions tailored for municipalities and government agencies nationwide. Our all-encompassing approach to parking management is rooted in sustainability, aimed at enriching communities, streamlining parking operations, and fortifying the financial standing of our clients.

Within our Government Services team, we boast an unrivaled track record in managing municipal parking facilities and on-street programs. We oversee **over 410,000 parking spaces** on behalf of federal, state, and local government agencies, including the management of **over 120,000 on-street meters**. Our strategic focus revolves around the implementation of efficient operational procedures, dynamic marketing campaigns, robust revenue integrity systems, groundbreaking technology applications, and customer service initiatives that set the industry standard.



OMNIA Partners

LAZ Parking is a vendor and partner with OMNIA Partners, previously NCPA (National Cooperative Purchasing Alliance). As your ally in the purchasing process, OMNIA Partners is dedicated to optimizing procurement for your organization. Our goal is to improve the way your organization identifies, evaluates, and procures what they need at the best value. With free membership, you'll gain full access to our portfolio of leading national supplier contracts, spend visibility, analytics, and subject matter experts. We are happy to discuss more upon the City's request.



IPMI Accredited Parking Organization (APO)

LAZ Parking is an Accredited Parking Organization (APO) and is nationally recognized for its best practices in responsible parking management, operational excellence, customer experience, sustainability, safety, and security.



Government and Community Solutions

From the coast to the country, LAZ Parking collaborates with municipalities and government agencies spanning the breadth of the United States. Our footprint extends from vibrant urban centers to the serene countryside and picturesque coastlines. We've had the opportunity of working with numerous public sector clients, each contributing to our extensive portfolio. Here's a glimpse of some of our valued clients, along with the approximate number of spaces we manage for each.

NATIONAL

- Washington MTA (59,000)
- San Francisco, CA (38,000)
- Montgomery County, MD (21,500)
- New York MTA (16,600)
- Rhode Island State Beaches (8,100)
- Stockton, CA (6,145)
- Norwalk Parking Authority, CT (3,765)
- Stamford, CT (3,400)
- Maryland DOT (3,200)









WEST

- Pierce County, WA (735)
- Bellevue, WA (103)
- Port of Everett (91)
- State of Colorado (415)
- Berkeley, CA (1,360)
- West Hollywood, CA (3,360)
- Arvada, CO (1,100)

Port of Everett, Washington



LAZ Parking, in collaboration with the Port of Everett since 2020, seamlessly manages 4,000+ parking stalls across 32 lots using License Plate Recognition (LPR) technology, providing convenient payment options and preserving the waterfront's charm. Our dedicated team, including a full-time on-site Manager, Assistant Manager, patrollers, and event staff, ensures smooth operations for diverse stakeholders. From monthly permits to managing marina tenant permits, our specialized portal streamlines registration. During events, we facilitate seamless parking with \$5 charges, prepaid options, and various payment methods, enhancing overall satisfaction and directing traffic for an enjoyable visitor experience.







 Contact James Gerry Property Manager, Port of Everett	 Address 1205 Craftsman Way #200, Everett, WA 98201	 Phone / Email (425) 388-0661 jamesg@portofeverett.com	 Technology & Equipment LAZgo, Genetec LPR, T2
 Service Type Consulting, Enforcement, Event Parking, Surface Lot	 Total Spaces 4,000+	 Years Served 2020 – Current	 Payment Solutions App, Meter, PaybyPlate, Permit, Phone, Text to Park

West Hollywood, California



Since 2002, LAZ Parking has transformed West Hollywood's on-street parking program, inheriting it from Serco Parking in the 2021 acquisition. Now overseeing 2,500 parking spaces with a skilled team of over 35 individuals, we secured a prestigious nine-year, \$20 million contract in July 2021 for turnkey parking enforcement services. Operating 24/7, our mission is to maintain order in the parking realm, from vehicle and bike patrols to expert management of permits and court appearances if necessary. Additionally, in 2018, we expanded our portfolio to include

West Hollywood's meter collection and maintenance program, overseeing 1900 IPS meters with annual revenues exceeding \$6 million, managed by a dedicated team of certified technicians and industry veterans.









 Contact Vince Guarino Parking Operations Manager	 Address 8300 Santa Monica Blvd West Hollywood, CA 90069	 Phone / Email (323) 848-6426 VGuarino@weho.org	 Equipment & Technology IPS, Genetec LPR
 Service Type Enforcement, On-street parking meter maintenance	 Total Spaces 2,500	 Years Served 1992 – Current	 Payment Solutions Meter, Permit, Plate

Arvada, Colorado



In 2016, LAZ Parking partnered with the City of Arvada to revolutionize parking management and enforcement in the historic Olde Town District near Downtown Denver. This vibrant area, listed on the National Register of Historic Districts, seamlessly blends modern amenities with rich historical charm. LAZ Parking collaborates on a streamlined paid parking system, operates the city's new 600-space garage, and implements cutting-edge technology for on-street and off-street parking. Our innovative enforcement approach, featuring mobile License Plate

Recognition (LPR) technology, has replaced the Arvada Police Department's role, ensuring efficient monitoring and contributing to public safety in collaboration with local law enforcement. Additionally, we oversee the Residential and Business Parking Permit Program, issuing and monitoring permits for the bustling Downtown District.

 Contact Derek Fern Parking Coordinator	 Address 8101 Ralston Rd Arvada, CO 80002	 Phone / Email (720) 402-4571 dfern@arvada.org	 Technology & Equipment Genetec LPR, Passport, T2
 Service Type On- & Off-Street Smart Parking	 Total Spaces 850	 Years Served 2016 – Current	 Payment Solutions App, Card, Meter, Permit, Phone

San Mateo, California



In November 2019, LAZ Parking proudly began providing enforcement services for San Mateo, California, securing the contract through a competitive bid process. The comprehensive agreement includes a fleet of 8 vehicles equipped with state-of-the-art License Plate Recognition (LPR) technology. Beyond standard enforcement, LAZ manages traffic control and special events, enhancing support for the Bay Area community and its 100,000+ residents. The 11-member team, led by an Operations Manager, a Supervisor, and 9 dedicated Police Enforcement

Officers, swiftly implemented tailored enforcement solutions and citation services for the downtown area's 2,500 spaces.



Contact

Craig Collom
Sergeant
Traffic Division and K9 Unit



Address

200 Franklin Pkwy
San Mateo, CA 94403



Phone / Email

(650) 522-7742
ccollom@cityofsanmateo.org



Equipment & Technology

Genetec ALPR, Data Ticket



Service Type

On- & Off-Street Parking



Total Spaces

2,500



Years Served

2019 - Current



Payment Solutions

App, Card, Plate,
Phone, Meter

Attachment 6: Park Loyalty



Enforcement Solution

Founded by a parking industry veteran, Park Loyalty specializes in software platforms that offer modern, cutting-edge violation enforcement and processing services for vehicle-based transactions. Park Loyalty's executive leadership brings a wealth of experience supporting top tier enforcement programs, including Philadelphia, Chicago, Los Angeles, Atlanta, Miami, and Detroit.

Today, Park Loyalty provides parking management platforms as an OEM solution to public and private parking operators as well as companies offering parking related products and services to such entities, as Duncan Solutions. As a specialist in the delivery of innovative OEM software technologies, Park Loyalty has a unique understanding of this industry. We have already proven how our platform works for enforcement solutions and developed the components required and have been delivered to City of Philadelphia, and have successfully deployed in other major markets like Glendale CA; Vallejo CA, Leavenworth WA, Encinitas, CA and Cedar Rapids, IA. Additional wins include Chattanooga TN, and Charleston SC and State of Louisiana.

Our turnkey enforcement solution takes proven, deployed applications and provides the tools that LAZ staff need to modify them to your program's requirements which, greatly reduces the risk and costs associated with program delivery.

Our unique solution removes the complexity of integration with various systems via an API first approach. Our microservices based solution architecture and its ability to integrate with various systems ensures their data integrity during the enforcement process. Through this architecture, we have eliminated the cost associated with 3rd party integration and we pass these benefits to our customers. There are no costs associated with any of the 3rd party integrations. The turnkey solution is white labeled based on City's or LAZ needs and subscription based. The city or LAZ operators can choose to add or remove subscriptions at any time. The following technology and services features are part of our core platform:

- **Mobile LPR Scan Engine:** PEOs can simply scan a license plate and evaluate the visual cues in the App to enforce. The Engine does all the heavy lifting behind the scenes to generate the visual cues by checking with payment, permits, exempt list, scofflaw list, stolen, warning, historical citations, and timing/mark records
- **Mobile Citation Issuance App:** The smart citation form and issuance engine minimizes fat-fingering issues and ensures data integrity via just-in-time checks with all integrated systems. The issuance App ensures the address is auto populated by GPS in all forms, the scanned images are automatically attached to each citation and uploaded, the make, model and color are automatically loaded when available in the system, the app provides a visual representation for PEOs to see time limit marks including from MLPR Vehicles
- **Rules-Based Management Engine** to administer both the mobile app and the back-office system

- Configuration Engine: Build your enforcement ticket layout quickly using our intuitive drag-and-drop mechanism
- Data management layout tool to quickly and efficiently update enforcement rules
- Flexible Integration Engine
 - Time Limit Marking Engine: Complete sharing of “marks” across all vehicles and officers
 - A built-in engine to integrate with pay by cell systems, meter payment systems, LPR vehicles, permit system and processing systems
 - Automatic Boot and Tow notifications based on LPR hit notifications
 - Automatic API or file-based export to processing and collection systems
- Dashboard and reporting system
 - Multiple dashboards to view productivity, operations, officer activity, revenues, utilization and integrations
 - Officer summary and productivity reports
 - Citation reports to manages operations
 - Location base reporting (GIS reports) at the specific address, zone, or block level
 - Advanced productivity reports
 - Analytical Reporting
 - Anomaly Reporting to detect errors quickly

Dashboard

Operation

Total Citations: 110

Total Score: 1024

Total Camera: 5

Total Release: 30

Working Permits: 20

Total Audit Back: 30

Operation Summary

Days

Active(s) Officer

Total Officers: 1250

Active Officer: 750

Permit Utilization

Total Permits: 1210

Permit Utilization: 70.24%

Productivity

Average Time to Issue Citation: 210/h

Average Score per Hour: 30/h

Average Citations per Hour: 20/h

Avg. Score by Officer: 6/h

Avg. Revenue by Officer: 7

Revenue to City: 20

Marks to Insurance Rate: 20

LAZ Parking

Login

Email or username

Password

Select

Forgot Password?

Login

LAZ Parking v 5.02.0041

LAZ Parking

Permit

Payment

ScanFlow

Timings

Status CITE HISTORY - 0

Timing detail

Date: 11/10 05:35 PM

Regulation: 30 min

Elapsed: 00:00:27

Lic. No: ABC1234

Zone: Status: Open

Side: NE

Remaining: 00:29:33

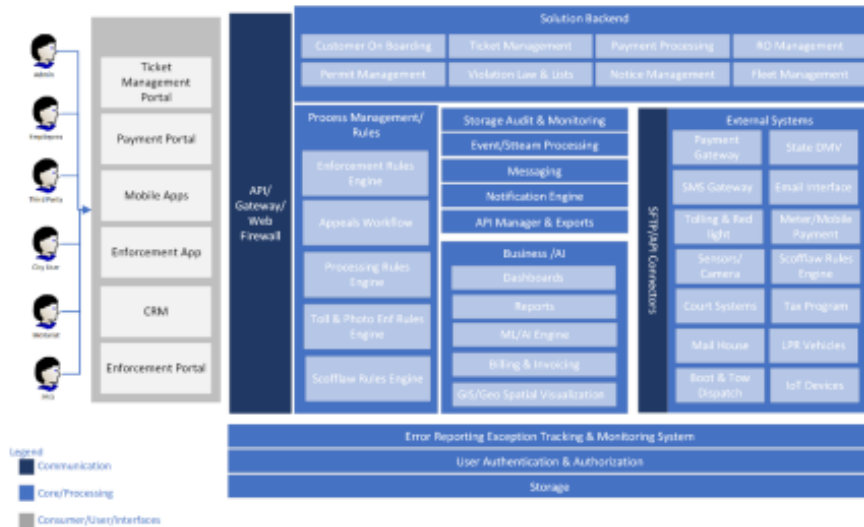
Location: 1700, N 5TH ST

Alert Type

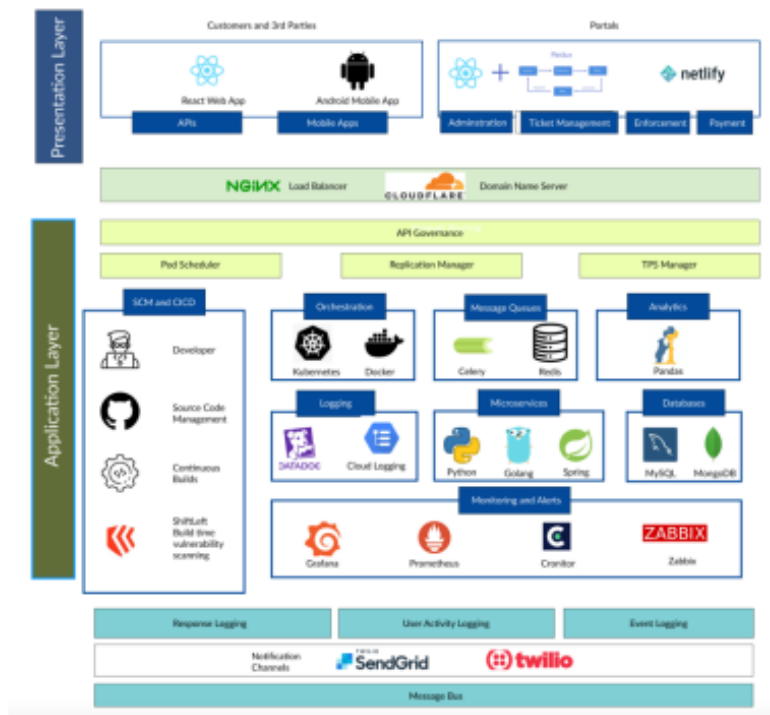
Issue Ticket

Solution Architecture

Park Loyalty platform is developed using Microservices as a SaaS systems. Its fully-hosted infrastructure requires no direct technology cost and provides the advantage of leveraging the same redundant architectures used by Google, Facebook, Uber, Pinterest, Slack, Shopify, and many other technology leaders. It helps greatly reduced support costs.



Below is a high level overview of our technology stack.



***REQUEST
FOR
PROPOSALS***

**PROJECT # 2023-06
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION
SERVICES**

PROJECT NO: 2023-06

**PROJECT TYPE: Downtown Parking Enforcement and
Administrative Services**

**PROPOSALS DUE: January 9, 2024; not later than 2:00 PM
PST**

**SUBMIT PROPOSALS TO: City of Ashland Public Works -
Engineering, at 51 Winburn Way,
Ashland OR 97520;
or by mail to:
20 E. Main Street, Ashland, OR 97520**

CITY PROJECT MANAGER: Scott Fleury, P.E., Public Works Director

PROJECT DURATION: Not to exceed five (5) years



**CITY OF
ASHLAND**

**PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587**

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ADVERTISEMENT
CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPOSALS
PARKING ENFORCEMENT AND ADMINISTRATION SERVICES

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. The purpose of this project is to provide for the enforcement and administration of the downtown area (hereinafter referred to as the “District”). The District includes four (4) City-owned public parking lots, one (1) City-owned, three story parking garage, and approximately twelve (12) blocks of public on-street parking. All public parking in the District is time regulated.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking-related cases

Proposals must be physically received by **January 9, 2024, not later than 2:00 PM PST** (main lobby clock), in the City of Ashland Public Works Engineering Office located at 51 Winburn Way, Ashland OR 97520, or by mail at 20 E. Main Street, Ashland, OR 97520. Proposers mailing proposals should allow normal delivery time to ensure the timely receipt of their proposals. Any proposal received after the date and time set for receipt of proposals will not be considered and will be returned to the proposer unopened. For further information, contact the City’s Project Manager, Scott Fleury, P.E., Public Works Director at 541/488-5587 or by email at scott.fleury@ashland.or.us. Contractor selection is anticipated to result in the issuance of a contract for services substantially similar in form to the one provided in this Request for Proposals (RFP).

RFP documents may be downloaded from the OregonBuys website (<https://oregonbuys.gov/bso/>). Any addendum that may be issued, relating to this RFP will be available from OregonBuys, and potential proposers are cautioned to continuously monitor the site for updates and addenda.

All proposals shall be submitted as set forth in Section 7 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format, or to any delivery point other than as required by this RFP. Proposals shall be limited to eight (8) pages.

Contractor selection will be based upon weighed criteria as set forth in the RFP and will include criteria including, but not limited to: similar project experience, general experience, staffing availability, schedule, and fee schedules.

The City of Ashland reserves the right to reject any and all proposals, to waive informalities, or to accept any proposal which appears to serve the best interests of the City of Ashland.

Scott Fleury

Scott Fleury, PE, Public Works Director

**CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS**

**PROJECT NO. 2023-06
DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Ashland (City) is seeking parking enforcement and administration services for Project **2023-06 DOWNTOWN PARKING ENFORCEMENT AND ADMINISTRATION SERVICES**. The purpose of this project is to provide for the enforcement and administration of parking within the downtown area of the City of Ashland (hereinafter referred to as the “District”). The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

The project will include, but is not specifically limited to, the following tasks:

- Patrol the District and enforce current time limited zone parking standards
- Provide exceptional customer service on behalf of the City
- Enforce parking restrictions in an impartial manner
- Appear in Court as necessary to testify with respect to parking related cases

1.2 Background Information

The District includes four (4) City-owned public parking lots, one (1) City-owned three story parking garage, and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated. A map of the District is included in this RFP as Appendix D.

SECTION 2 - SCHEDULE

The schedule of events listed below represents the City’s estimated schedule for this request for proposal. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1.	Request for Proposal Released	0	12/5/2023
2.	Last Date for Requests for changes/Protests to Specifications/Questions	10 days prior to Closing Date	12/31/2023
3.	Last Date for City to Post Addenda	3 days prior to Closing Date	1/6/2024
4.	Closing Date (last day to submit Proposals)	~ 30 days after Release of RFP	1/9/2024
5.	Responses Evaluated	~ 15 days after Closing Date	1/24/2024
6.	Interviews Held (if necessary)	~ 25+ days after Closing Date	1/31/2024
7.	Intent to Award Announced	~ 30 days after Closing Date	2/9/2024
8.	Contract Negotiations	~ 35 days after Closing Date	2/14/2024
9.	Contract Award		2/20/2024

SECTION 3 - SCOPE OF SERVICES

3.1 General Requirements

- Personnel, Materials, & Equipment: The Contractor shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Contractor shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State and Federal regulations and City policies and procedures.
- Professional Responsibilities: The Contractor shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.
- Project Management: The Contractor and the City staff will meet as required during contract duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Contractor will organize and manage the project team and coordinate with city project manager and City staff.
- Monthly Invoices/Remittance Sheets and Progress Reports: The Contractor shall prepare monthly invoices and progress reports as outlined in record keeping and reports.

3.2 Specific Requirements

The selected contractor will be providing parking enforcement services for the City's downtown parking District. The District includes four (4) City owned public parking lots, one (1) City owned three story parking garage and approximately twelve (12) blocks of public on street parking. All public parking in the District is time regulated.

Patrol Area and Hours of Enforcement:

- Patrol areas are referenced in Appendix D, the "Enforcement Boundary Map"
 - *Any changes to the Enforcement Boundary Map shall be agreed upon by both contractor and City through a formal amendment to the executed contract*
 - *It is expected that the City may expand the boundaries of the patrol area within the contract term to include the "supplemental area" defined on the Enforcement Boundary Map*
 - *Any amendments to the executed contract shall detail the expanded boundaries of the patrol areas and any additional costs associated with expanded enforcement requirements*
- Enforcement shall occur Monday through Saturday from 8:30 am to 5:00 pm
 - *Enforcement shall not occur on City approved holidays, which are referenced in Appendix E, 2023 APPROVED CITY HOLIDAYS*
 - *The City will occasionally ask contractor to provide enforcement service outside of service boundary area. Any enforcement activities of this type will be agreed upon by City and Contractor and billed at standard contractor rates.*
- Non-enforcement hours, of up to 1.5 per day, Monday through Saturday, maybe designated for use by the Enforcement Officer for customer service, court time and non-enforcement activity. If non-enforcement activity does not require the full 1.5 hours per day, the Enforcement Officer shall spend that time enforcing on-street parking during normal business hours

- Enforcement hours may be necessary for special events or assignments. Additional hours shall be billed at standard rates. The decision to use straight time or overtime rate will be based upon the contractor's Enforcement Officers availability and will be agreed upon in advance by Contractor and City Manager or designee
- Contractor shall review and seek approval from the City Manager or designee regarding any modifications to service hours or the enforcement boundary due to inclement weather conditions.

3.3 Enforcement Duties

- Contractor shall enforce current and future approved parking regulations with respect to on street parking, structure parking, and surface lot parking within the District.
- Contractor will be responsible for proposing patrol routes and schedules. The City requires that coverage is adequate, fair, regular and consistent and may request documentation on routes and schedules and reserves the right to require Contractor to adjust Patrol route and schedule to attain City goals
- Contractor will alternate the Enforcement Officer's patrol routes on a regular basis to eliminate predictability
- Contractor shall operate in conformance with City Ordinances and Parking Enforcement polices now in effect or approved during the term of the contract.
 - **Reference Appendix F for Ashland Municipal Code chapter 11, Parking Regulations**
- Enforce timed parking regulation violations
- Enforce restricted "no parking" areas
- Enforce handicapped parking violations
- Enforce abandoned vehicle (72 hour) parking violations
- Enforce violations for parking in crosswalks, violations for parking outside of marked stalls, violations for parking in no parking areas or as prohibited by State or local laws
- Enforce violations for parking in a hydrant area, within a driveway approach, within intersections and crosswalks
- Enforce parking restrictions and zones when required by a special event or permit
- Contractor will determine whether any parked vehicles need to be booted or towed in accordance with criteria provided by the City. If vehicle meets criteria for towing, contractor shall arrange for towing of the vehicle in violation of regulations.
- Contractor shall report any/all missing or damaged signage found within the "district". Notification shall be sent to assigned city staff person responsible for management of the parking enforcement contract. Notification will include type of sign and exact location
- Contractor to maintain paid parking service equipment within the Hargadine Parking Structure and any additional parking service equipment placed by the City during the approved contract term
- Contractor shall collect all fines associated with conformance to contract requirements. The contractor will be first point of contact regarding complaints, followed by responsible city staff person if a resolution cannot be attained. The contractor is not entitled to any part of the original parking fine amount collected. The contractor shall remit to the City 100% of all fines, including any delinquent fees for the prior month, to the City at a date to be determined prior to final contract approval
 - Parking fine amounts are approved by the City Council and enacted through resolution
 - Reference Appendix G for the current parking fine resolution
- Parking citation appeals will be handled by the City of Ashland Municipal Court

- *Court Appearance – Proposer’s employee(s) shall appear in Court when necessary, meet with the City Attorney(s) regarding cases, and will supply any evidence needed to support tickets issued.*
- *Parking citation appeals will be handled in the same manner as the citations appealed in the City of Ashland Municipal Court*
- Contractor shall send out a delinquent letter notice to the registered owner of the vehicle 15 days after the citation was issued, if the fine has not yet been received.
- Contractor if operating a vehicle in conformance to contractual requirements shall;
 - *Vehicle operator shall have a valid Oregon driver’s license*
 - *Vehicle shall have appropriate vehicular markings*
 - *Vehicle shall be operated in compliance with state and local motor vehicle laws*
 - *The rear of any patrol vehicles shall have a warning sign of “frequent stops”*
 - *City must pre-approve the use of any enforcement vehicle*
- Foot enforcement personnel and bike enforcement personnel may be used in lieu of vehicles, as long as adequate coverage is maintained

3.4 Personnel & Operations Methodology

- Contractor will be responsible for assuring employee compliance with laws and regulations. Compliance for all employment related laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies. Contractor will be responsible for all supervision, disciplinary and termination actions.
- Contractor is responsible for obtaining and maintain office and storage space
- Contractor shall be responsible for all direct operating costs throughout the contract duration including;
 - *Personnel labor rates*
 - *Supervisor rates*
 - *Record keeping*
 - *Bookkeeping*
 - *Supplies required for contract conformance*
 - *Uniforms/clothing*
- Contractor shall perform all selection and recruitment of parking enforcement personnel
 - Individuals selected must qualify for a Limited Commission from the City. Contractor must provide the City with all personnel information required for issuing a Limited Commission. The City shall review all background forms and information gathered on a prospective enforcement employees prior to authorizing issuance of a Limited Commission. The following criteria are used in determining eligibility for a Limited Commission.
 - Possession of a high school diploma or G.E.D Certificate
 - Physical and mental capacity for performance of duties
 - Ability to give and follow oral and written instructions in English
 - Ability to effectively communicate with public and City officials
 - Ability to remain calm and use good judgement and initiative in an emergency
 - Successful completion of a background check for criminal convictions, warrants and references
 - Possession of a current and valid Oregon State driver’s license
 - No record of driver’s license suspension
 - Acceptable pre-employment drug screen
- Contractor is responsible for discipline and/or termination of employees with Limited Commissions. If committed, Limited Commissions may be revoked by the City under the following conditions:

- False information on an application or during interview process, or discovery of information that, in the opinion of the City, would otherwise disqualify the person from consideration
- Failure to maintain a current and valid Oregon State driver's license
- Use of illegal drugs or alcohol in the workplace
- Conviction of a misdemeanor or felony, consistent non-professionalism, or any unlawful behavior during the time of employment
- Contractor shall provide all parking enforcement personnel with professional appearing uniforms consisting of shirts, trousers/shorts and jackets. All uniforms shall have markings designating the wearer as official parking enforcement personnel.
- Contractor's employees shall carry photo identification while on duty
- Contractor's employees shall not carry a firearm or any type of weapon while on duty
- Contractor's employees are to perform enforcement services in an impartial, polite and courteous manner. Confrontations are to be avoided
- Contractor's employees are not to implicitly or explicitly represent they are Police Officers
- Contractor shall be responsible for assuring employee compliance with all laws and regulations, compliance for all employment related laws and regulations, and all parking enforcement personnel will be considered employees of the contractor and not of the City of Ashland.

3.5 Training

- Contractor is responsible for complete training of parking enforcement personnel. Training shall include, but not be limited to:
 - *Customer service and expectations;*
 - *Information about the City in general, and the Ashland Municipal Code regarding parking regulations;*
 - *Dealing with difficult people; conflict management and dispute resolution;*
 - *Civil Right Law and Procedures*
 - *Providing Courtroom testimony and procedures*
 - *Job procedures and emergency protocol;*
 - *Job safety as required by OSHA;*
 - *Public and Traffic Safety.*
- The City will provide all materials related to regulations concerning enforcement to Contractor. All other training materials are to be provided by Contractor

3.6 Record Keeping and Reports

- Contractor is responsible for all employment related record keeping and shall provide, upon request by the City, personnel and training information for each employee
- Contractor shall have individual a personnel files containing the following information;
 - *Completed application form*
 - *Completed background investigation and testing process*
 - *Training received (Contractor to furnish outline of training program to City for approval prior to issuance of Limited Commission)*
 - *Complaints received against employee including disposition*
- Each enforcement officer shall maintain a daily log book of conversations, complaints and unusual circumstances that occur while performing work duties. The log book shall be kept current and up to date at the end of each shift. In addition, each enforcement officer shall include in the daily activity log the following;
 - *Number of citations by type of violation and by location*
 - *Number of warnings*
 - *Number of impounds*
 - *Location and hour of handicap parking enforcement*

- *Number of parking related service request from citizens*
- *All of the above are to be reported by day, date, hour and location*
- Contractor shall keep all record as listed above for at least three (3) years following the expiration or termination of the agreement. Contractor shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City to assure easy access and reference to the records and shall make all records available for inspection and copying by the City during business hours.
- Contractor shall be responsible to summarize on a monthly basis, total work hours, patrol and non-patrol, customer service hours and records of court time. This summary will also include a cumulative total of unused non-enforcement hours.
- Contractor shall provide on a monthly summary, all ticket activity including number of tickets issued by infraction type, by location, and a list of voided tickets with reason for voiding. Contractor shall only void tickets after approval from the City's Municipal Court Judge
- Contractor shall provide a monthly summary of the statistical usage of the Hargadine parking structure
- Monthly reports shall be provided to the City at a date mutually agreed upon in the final contract.

3.7 City Rights

- City can establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes that result in fewer hours of enforcement will be credited to the City at the hourly billing rate. Any changes that result in additional hours beyond those that are required by the then current contract shall be billed at the hourly billing rate
- City can set all hours of enforcement operations and approve daily and weekly assignment schedules
- City can modify, alter, add delete or replace any:
 - City supplied forms and or equipment
 - Procedures, instructions and coded during the contract term
 - Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement
- City can approve or disapprove of any employee employed by contractor and to test all new employees before issuing enforcement authority and to withdraw the enforcement authority of any personnel permanently or temporarily when such action is in the best interest of the city
- City can request removal of any employee when continued employment would be detrimental to the best interest of the City. City shall provide such request in writing

SECTION 4 - EVALUATION CRITERIA

Written proposals will be evaluated and scored, and a contract may be awarded, based upon the proposer's qualifications and experience as described below:

4.1 Project Approach (20 Points Possible)

Provide a description of your Proposer's approach to management of the City's parking enforcement program as outlined in the Section 3, Scope of Services.

4.2 Project Team Experience, Quality of Service (50 Points Possible)

Provide a breakdown of contractor's ability to perform services as reflected by technical training, education, general experience, specific experience in providing parking enforcement services reflected in this RFP. Describe the experience and qualifications of proposed manager. Provide information regarding key staff members who are anticipated to perform services. Describe team

member’s roles, specialized expertise and relevant project experience of key staff. Also, include a brief description of the proposer’s resources. Include descriptions of parking enforcement experience including previous municipal work. Include customer feedback received (if any) and references (name, title, phone, email).

4.3 Fee Schedule (unit costs) (30 Points Possible)

Proposer shall provide a detailed breakdown of costs for anticipated scope of services

4.4 Termination for Default (Pass or Fail)

Proposers shall indicate if they have had a contract terminated for default in the last five years. Termination for default is defined as notice to stop performance that was delivered to the Proposer due to the Proposer’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and determined that the Proposer was in default.

NOTE: If a Proposer has had a contract terminated for default in this period, then the Proposer shall submit full details including the other party’s name, address and phone number. City of Ashland will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of past performance.

4.5 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Project Approach	20	
2.	Project Team Experience, Quality of Service	50	
3.	Fee Schedule	30	
4.	Termination for Default	P/F	
	Total	100	

SECTION 5 - EVALUATION PROCESS AND CONTRACTOR SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written proposals is 100 and an additional 100 points may be scored through the interview process.

5.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of this RFP nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

5.2 Right of Rejection

Proposers must comply with all terms of this RFP, City Rules, and all applicable local, state, and federal laws, administrative rules and regulations. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of this RFP.

Proposers may not qualify the proposal nor restrict the rights of the City. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer, and the proposal may be rejected.

Minor informalities that may be waived include those that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to refrain from making an award if the City determines that to be in its best interest. The City may cancel this procurement or reject any or all proposals in accordance with ORS 279B.100.

A proposal from a debarred or suspended Proposer shall be rejected.

5.3 References

City reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

City reserves the right to check any and all sources for information and to include sources for information and to include sources other than the references provided in the Proposer's proposal. City may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

5.4 Responsibility

City reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

5.5 Clarification of Response

The City reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of the request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

5.6 Interviews

The outcome of the proposal evaluations *may* result in the placement of Proposer on an interview list (short-listed). Should the City elect to hold interviews, the total additional points possible for the interview will be **100**.

The City may invite up to three (3) of the highest-ranked Proposers to interview. The Proposer's Key Persons, as identified by the City, shall be prepared to attend the interview within five (5) business days of notification by the City, and shall be prepared to answer questions provided with the invitation to interview letter and any other questions asked at the time of the interview. They should also be prepared to discuss the Proposer's proposed project approach.

5.7 Finalist Selection

The Proposer with the highest total score as a result of written proposal scoring and interview scoring, if conducted, will be considered the finalist, and all other Proposers will be ranked according to next highest score, etc.

5.8 Ties among Proposers

If the City determines, after the evaluation of Proposers, that two or more of them are equally qualified to be the finalist, the City may select a candidate through any process that the City believes will result in award of the contract in the best interest of the City, taking into account the scope, complexity and nature of the services to be performed. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the public contracting process.

5.9 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the finalist, and send a copy of the written notice to all Proposers.

5.10 Contract Negotiation

After issuance of the Notice of Intent to Award, the City will begin negotiating the details of the scope of work with the highest ranked Proposer in order to obtaining written agreement on:

- a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
- b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a contract. If negotiations with any Proposer do not result in a contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation.

Nothing precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

5.11 Protest Procedures

City shall provide to all Proposers a copy of the Notice of Intent to Award that City sent to the highest-ranked Proposer. A qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest-ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest-ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of this RFP or because all higher-ranked Proposers otherwise are not qualified to perform the services described in this RFP.

Eligible Proposers protesting the City's Notice of Intent to Award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the Notice of Intent to Award the Contract. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must specify the grounds for the protest to be considered by the City
- c) Protests based on procedural matters will not be considered.
- d) The City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid of proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Manager within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Manager will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Manager is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Manager within two (2) business days of issuance of the City Manager's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Manager on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all administrative remedies before seeking judicial review of the City's Notice of Intent to Award the contract.

5.12 Resulting Contract

Upon reaching final agreement in regards to fees and a final scope of work with an awarded Proposer, the City will issue a Services Agreement, in substantially the form as found in Appendix A of this RFP.

SECTION 6 - CONTRACT

6.1 Contract Form

The contractor selected by the City will be expected to enter into a written contract in substantially the same form as attached to this RFP. The proposal should indicate acceptance of the City's contract provisions. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined in this RFP. Unconditional refusal to accept contract provisions will result in proposal rejection.

Contract Duration –

- Three (3) years from original date of contract approval by the City Council
- Two (2), optional one (1) year extensions
- Maximum contract duration is five (5) years

Contract Payment – Contingent upon City's need, contractor's performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Contractor is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2018 (\$15.12 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$21,127.46 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$21,127.46.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee's wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

6.2 Business License Required

The selected contractor must have or acquire a current City of Ashland business license prior to conducting any work under the contact.

6.3 Insurance Requirements

Contacto shall at its own expense provide the following insurance:

- a. Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 per occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates and endorsements prior to commencing work under the contact. The certificate will specify all of the parties who are additional insures. The contractor's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

6.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 7 - INSTRUCTIONS TO PROPOSERS

7.1 General

All proposals and any resulting contracts are subject to Chapters 279A and 279B of the Oregon Revised Statutes, and Chapter 2.50 of the Ashland Municipal Code..

7.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through

ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

7.3 Proposal Preparation and Format

- Proposals shall be typewritten 12-point font minimum.
- Except for proposer attachments, proposal form and resumes, the proposal shall contain no more than 8 pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile proposals shall be accepted.
- The electronic submission of a proposal will not be permitted.
- To be considered, all proposals must be received by the City prior to the hour and date of the advertised proposal closing.
- A total of six (6) originals (wet signatures), and complete proposals shall be submitted to the City prior to the advertised date and time set for closing.
- 1 digital copy of all submitted documents on CD or thumb drive.

7.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of this RFP.

7.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's interest to do so. Proposers responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

7.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of this Request for Proposals. All necessary attachments (Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

7.7 Definitions

For the purpose of this RFP:

"Agency" or **"City"** means City of Ashland.

"Business days" means calendar days, excluding Saturdays, Sundays, and all City recognized holidays.

"Calendar days" or **"days"** means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Engineering Department

"Manager" means the City of Ashland Project Manager

"Proposers"- All Proposers submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Contractor".

"Scope of Work" means the general character and range of services and supplies needed to complete the work's purpose and objectives, and an overview of the performance outcomes expected by Agency.

“Services” means the services to be performed under the Contract by the Contractor.

“Statement of Work” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

7.8 Questions and Clarifications

All inquiries, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City’s Project Manager listed in the advertisement for this RFP, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the date and time set for closing.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitutions or clarifications to this RFP or the attached terms and conditions, will be issued by an official addendum. Proposer shall indicate receipt of all issued addenda by indicating the number of addenda received on the Proposal Form.

Any addenda issued by the City seventy-two (72) hours or more before the scheduled date and time set for closing time, excluding Saturdays, Sundays and legal holidays, shall be binding upon the proposer. The City may elect to email addenda to registered proposers but will do so as a courtesy only. All official addenda will be issued through ORPIN, and it shall be the proposer’s sole responsibility to acquire any and all addenda pertaining to this RFP. The proposer is advised to monitor the ORPIN site on a continual basis.

7.9 Protest of Requirements

Proposers may submit a written protest of any provision, specification, or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the date and time set for closing.

A proposer’s written protest must contain the following:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Proposal No. **2023-06**
City of Ashland Public Works Dept.
ATTN: Scott Fleury, P.E., Public Works Director
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer’s protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer’s protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this requirement, the City may extend the date and time set for closing if the City determines an extension is necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS 279B.405.

7.10 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

7.11 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the RFP closing time. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

7.12 Proprietary Information

The City is subject to the Oregon Public Laws (ORS 192.311 to 192.478), which require the City to disclose all records generated or received in the transaction of City business, unless expressly exempt from disclosure. The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The entire RFP cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked "confidential" and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: "Refer to confidential information enclosed."
- This statement shall be inserted in the place where the requested information was to have been placed.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City's Attorney, the District Attorney, or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the Proposer. If the Proposer disagrees with the City's decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney's fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

7.13 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City's acceptance of any other terms and conditions or rights to negotiate will be rejected.

7.14 Proposal Opening

Unless otherwise provided by Law or Rule, proposals received in response to this Request for Proposals shall be publicly opened at scheduled closing date and time at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the RFP opening shall be informed only of the names of the Proposers submitting proposals. No other information shall be available and no copies of the proposals shall be made. Award decisions will NOT be made at the opening.

SECTION 8 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by this RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:

(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- SECTION 8 – Proposal Form
- Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes___ No___. If yes, indicate which categories below:

Minority Owned___ Woman Owned___ Emerging Small Business___ Veteran Owned___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: ___

Each Bidder must identify whether the Bidder is a “resident bidder” as defined in ORS 279A.120.

The Bidder is _____ or is not _____ a resident Bidder as defined in ORS 279A.120.

Each Bidder must identify whether the Bidder is an “independent contractor” as defined in ORS 670.600

I certify _____ that I am an independent contractor as defined in ORS 670.600.

Signature

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

APPENDIX A – CONTRACT FORM
APPENDIX B – CITY OF ASHLAND LIVING WAGE
APPENDIX C – FORM W-9

GOODS & SERVICES AGREEMENT

<p>CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER:</p> <p>PROVIDER'S CONTACT:</p> <p>ADDRESS:</p> <p>PHONE:</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and

- Be evidenced by a certificate or certificates of such insurance approved by the City.

1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.

1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.

1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

2.1 City shall pay Provider the sum of \$XXXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.

2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.

3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.

3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.

- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX (Request for Proposals, etc.) dated XXXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
- 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
- 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until XXXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – XXXXXXX Department

Attn: XXXXXXXXXXXXXXXX

20 E. Main Street

Ashland, Oregon 97520

Phone: (541) 488-XXXX

With a copy to:

City of Ashland – Legal Department

20 E. Main Street

Ashland, OR 97520

Phone: (541) 488-5350

If to Provider:

Provider's name

Attn: XXXX

XXXXXXXX

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

XXXXXXXXXXXXXXXXXXXXX (PROVIDER):

By: _____
City Manager

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

EXHIBIT B

City of Ashland

LIVING

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.

WAGE

\$18.12 per hour, effective June 30, 2023.

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.



Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$25,335.05** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month

working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$25,335.05**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage,

employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does **not** apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Manager's office at 541-488-6002 or write to the City Manager, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
				-			-				
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

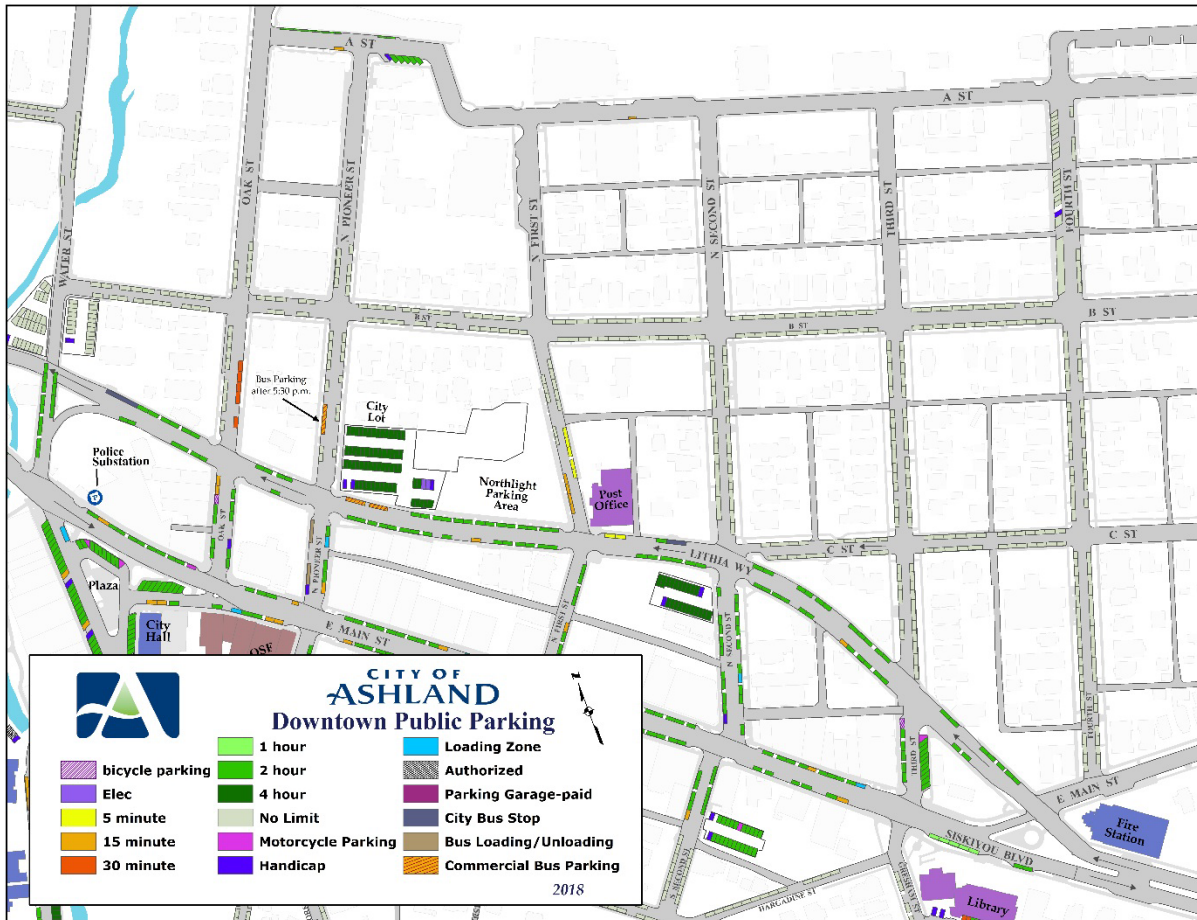
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



APPENDIX E – AMC 11 PARKING REGULATIONS

Chapter 11.26 PARKING REGULATIONS

Sections:

- 11.26.010 Application of State law**
- 11.26.020 Prohibitions**
- 11.26.030 Exceptions to Prohibitions**
- 11.26.040 Obstructing Enforcement**
- 11.26.050 Abandoned Vehicles**
- 11.26.060 Storing Vehicles**
- 11.26.070 Loading Zones**
- 11.26.080 Buses or Taxis**
- 11.26.090 Penalties**
- 11.26.100 Restricted Parking Areas, Hours and Limits**
- 11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants**

11.26.010 Application of State law

The requirements in this Chapter [11.26](#) are to be applied in conformance with ORS [221.275](#), ORS [221.277](#), ORS [221-285-287](#), and ORS [221.333](#), which are incorporated herein by reference.

11.26.020 Prohibitions

In addition to the parking prohibitions in the motor vehicle laws of Oregon, no person shall:

1. Except where the street is marked or where officially indicated otherwise, stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb or, if no curb, as close as possible to the edge of the shoulder;
2. Park on a street or in a City parking lot in a manner or at a time prohibited by official signs;
3. Park on a street or in a City parking facility longer than the time specified by applicable official parking signs:
 - a. The period of time so specified shall begin when the vehicle is parked in a particular limited time zone on a particular block face; and

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- b. The period shall be terminated when the vehicle is moved and parked on a different block face, at which time a new period shall begin as stated in subsection 3.a of this section;
4. Park so as not to be entirely within the painted lines of a single parking space;
5. Park within an area marked off by traffic markers or by painted curb or pavement;
6. Park within 10 feet of a fire hydrant or within 30 feet of a fire station;
7. Park in a street intersection, including the area used for crosswalks, or upon a sidewalk, or upon a bicycle path;
8. Park upon a bridge, viaduct, or other elevated structure used as a street, or within a street tunnel, or upon any parkway, unless marked or indicated by official signage otherwise;
9. Park across or within the entrance to an alley or driveway;
10. Park in an alley, except to load and unload persons or materials for not longer than 20 consecutive minutes in any two-hour period;
11. Park in an unimproved portion of the front setback of any structure in any residential zoned district;
12. Park on any public right-of-way with expired vehicle registration;
13. Park on any public right-of-way with the principal purpose of:
 - a. Displaying the vehicle for sale;
 - b. Washing, greasing, or repairing the vehicle, except repairs necessitated by an emergency; or
 - c. Selling merchandise from the vehicle, except in an established marked place or when so authorized or licensed under the ordinances of this City;
14. Park, stand or stop a truck or bus on a public street or in a public parking area with its engine running, if such engine emits exhaust fumes into the air. Vehicle engines shall be turned off when loading and unloading passengers or merchandise. This subsection shall not apply to:
 - a. An engine running for less than five minutes;
 - b. A vehicle in the moving traffic lane waiting to move with the normal flow of traffic;
 - c. An engine needed to operate equipment used to load or unload merchandise; or
 - d. Emergency vehicles, utility company vehicles, or any construction and maintenance vehicles which have engines that must run to perform needed work; or
15. Use a parking lot owned by the City for purposes other than parking of a vehicle as defined in ORS [801.590](#) unless otherwise permitted by special use permit issued by the City Administrator's Office. (Ord. 3141, amended, 04/18/2017)

11.26.030 Exceptions to Prohibitions

Notwithstanding prohibitions stated in Section [11.26.020](#), parking prohibitions do not apply:

1. On days or in areas City Council has designated by resolution as exempt from posted parking time limits;
2. To official City, state or federal vehicles necessarily in use for construction or repair work, or to a vehicle with a Special Permit for Delivery, Maintenance or Construction or to federal or private vehicles primarily used for the collection, transportation, or delivery of mail and parcels;
3. To vehicles used in official public improvement projects in accordance with the terms of a public contract or official permit.

11.26.040 Obstructing Enforcement

1. No person shall erase, remove or otherwise conceal any mark made on a motor vehicle tire by a person acting within authorization by the City to enforce any provisions of Chapter [11.26](#).
2. No person shall discard, mutilate, or destroy any summons or complaint or citation formally issued for violation of any provisions of Chapter [11.26](#), if the matter complained of has not been finally resolved by the court having jurisdiction over the summons or complaint.

11.26.050 Abandoned Vehicles

1. It is unlawful to park, store, leave, or permit the parking or storing of an abandoned vehicle upon any public or private property within the City for a period of time in excess of 72 hours, unless the vehicle is (1) completely enclosed within a building; or (2) stored in connection with a lawful business enterprise allowed to store such vehicles outside.
2. If the owner of an abandoned vehicle or the private property owner or lessee responsible for placement, or allowing for or assisting in the placement of the subject vehicle in front of or contiguous to his or her real property fails to remove the vehicle after notice is provided as required in ORS [819.170](#), then the Chief of Police or the Chief's designee may tow the vehicle and dispose of it in accordance with ORS [819.110\(1\)\(a\)](#), [819.110\(2\)-\(5\)](#) and ORS [819.120](#) through ORS [819.280](#).

11.26.060 Storing Vehicles

1. Except as otherwise provided, no person owning or controlling an oversized vehicle shall cause or permit it to be parked within any public right-of-way for longer than 24 consecutive hours.
 - a. An Oversized vehicle may be legally parked on a public right-of-way in front of or contiguous to the vehicle owner's dwelling, provided it meets all of the following criteria:

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- A. Is not parked for more than 72 hours;
 - B. Does not constitute a hazard to traffic on public streets;
 - C. Does not restrict vision of motorists on a public street;
 - D. Does not obstruct view from any other property;
 - E. Has a currently valid license or registration;
 - F. Is operable, including adequate tires; and
 - G. Is attached to a vehicle if required for movement of the oversized vehicle.
- b. To comply with the 72 hour time restriction, an oversized vehicle must be moved more than 100 feet from the parked location at which the 72 hour time period has expired.
2. It is unlawful for any person to park or store any personal vehicle on any public right-of-way:
- a. For more than 72 hours, and
 - i. In a manner that results in the accumulation of debris around or under the vehicle or in a condition that prevents it from being driven, including flat tires; or
 - ii. The personal vehicle is being used primarily as a container for the storage of personal items in or on the vehicle.

11.26.070 Loading Zones

1. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious unloading and delivery or pickup and loading of materials, freight, or passengers in a place designated as a loading zone during the hours when the provisions applicable to loading zones are in effect. A stop for loading and unloading of passengers and personal baggage must not exceed 5 minutes. A stop for loading or unloading of materials must not exceed 15 minutes.
2. No person shall stop, stand, or park a vehicle for any purpose or length of time other than for the expeditious loading or unloading of passengers in a place designated as a passenger loading zone during the hours when the provisions applicable to passenger loading zones are in effect.

11.26.080 Buses or Taxis

The driver of a bus or taxicab shall not stand or park the vehicle upon a street in a business district at a place other than at a bus stand, except that this provision shall not prevent the driver of a taxicab from temporarily stopping for the purpose of and while actually engaged in the loading or unloading of passengers or from parking in compliance with sections [11.26.020](#) through [11.26.030](#) of this chapter.

The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

11.26.090 Penalties

Violation of any provision within [11.26.010](#) to [11.26.090](#) is a Class II violation, punishable in accordance with AMC [1.08.020](#), and the vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS [819.110](#) – ORS [819.280](#), or as may otherwise be provided in this chapter.

11.26.100 Restricted Parking Areas, Hours and Limits

1. Parking areas, effective hours, and time limits shall be established by traffic regulations promulgated and published by the City Administrator as authorized in section [11.12.010](#) to [11.12.050](#).
2. *City Parking Lot.* Parking in any parking lot owned by the City shall be restricted and controlled under the authority of the City Administrator.

11.26.110 Penalties, Immobilizers Installation, Towing, Warning Letter, Show Cause, and Warrants

After the City posts a notice of violation on the vehicle parked in violation of this chapter, the owner or operator of a vehicle is subject to the fines and other penalties provided in this chapter, and such vehicle is subject to the methods for impounding, appeal, and disposition as provided under ORS [819.110](#) – ORS [819.280](#), or as may otherwise be provided in this chapter.

1. *Penalties for parking violations.*
 - a. *Fines.* Presumptive fines for each parking violation and enhanced penalties for multiple parking violations within any calendar year shall be established by resolution of the City Council.
 1. A presumptive fine is the fine amount imposed against a person who pleads no contest to or is otherwise found guilty of a violation and is separate from and in addition to other penalties or charges provided herein, including any penalties for multiple parking violations.
 2. A presumptive fine for a parking violation under this section will be imposed unless the court finds reasonable grounds for either increasing or reducing the fine.
 3. Fines shall include the original ticketed amount and any enhanced penalties, if such penalties are established.
2. *Immobilizer (boot) Installation and /or Towing.*
 - a. When a registered owner of a motor vehicle has either (1) five or more outstanding unpaid City of Ashland parking violations on any number of motor vehicles, or (2) a City of Ashland parking violation, or any number of such violations, with a total unpaid balance that exceeds \$150, regardless of the number of motor vehicles involved, then any City enforcement official is authorized, directed and empowered to immobilize such a

motor vehicle or vehicles found upon a public street within the City or in a City off-street parking lot by installing on or attaching to the motor vehicle a device designed to restrict the normal movement of the vehicle. In the alternative, or in addition to immobilization, after 24 hours has elapsed, any City enforcement official authorized, directed and empowered to order such vehicle towed, by a licensed tow company under contract with the City or its designee, as applicable.

b. For purposes of this section, bail or fine shall be outstanding on a citation when the citation is issued and shall remain outstanding until the bail is posted or the fine is paid.

c. Ten days before immobilizing or towing a vehicle according to the provisions of this section, the City, or the City's contracted parking enforcement service provider shall post a notice on the vehicle or mail a notice by certified mail, return receipt requested, to the registered owner of such vehicle as shown by the records of any relevant state motor vehicles department notifying the owner that the motor vehicle or vehicles may be immobilized and/or towed if outstanding parking bail or fines have not been paid within ten days after posting or mailing of the notice.

d. If the vehicle is so immobilized, the person who installs or attaches the device shall conspicuously affix to the vehicle a written notice on a form approved by the City, advising the owner, driver, or person in charge of the vehicle that it has been immobilized pursuant to this section and that release of the vehicle may be obtained upon full payment of the outstanding balance owed to the contracted parking enforcement service provider. The notice shall also specify that the vehicle is subject to tow.

e. In the event the vehicle is towed, the person who orders the tow, shall send by certified mail, return receipt requested, a notice advising the registered owner of the vehicle that it has been towed pursuant to this section and that release of the vehicle may be obtained upon receipt by the towing company of full payment of the outstanding balance owed.

f. A vehicle towed and impounded pursuant to this section shall be held at the expense of the owner or person entitled to possession of the vehicle. Personnel, equipment and facilities of private tow companies under contract with the City or the contracted parking enforcement service provider may be used for the removal and storage of the vehicle.

3. *Warning Letter, Show Cause, and Warrants.*

a. *Warning Letter.* The Ashland Municipal Court may choose to send a warning letter by first class mail informing defendants they have outstanding parking tickets and that their attendance is necessary at a preliminary hearing before issuing a show cause order and warrant.

b. *Show Cause.* The Ashland Municipal Court may issue an order that requires a defendant to appear and show cause why the defendant should not be held in contempt of court, including contempt for failure to appear as ordered or failure to comply. The show cause order shall be mailed to the defendant by certified mail, return receipt requested, no less than ten days prior to the appearance date; alternatively service may be made by any other recognized method, such as personal service according to the same timeframe.

- c. *Warrant.* If the defendant is served and fails to appear at the time specified in the show cause order, the court may issue an arrest warrant for the defendant for the purpose of bringing the defendant before the court. (Ord. 3122, amended, 2016)

The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

Disclaimer: The City Recorder's office has the official version of the Ashland Municipal Code. Users should contact the City Recorder's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.ashland.or.us](http://www.ashland.or.us)

City Telephone: (541) 488-5307

[Code Publishing Company](#)

The Ashland Municipal Code is current through Ordinance 3151, passed February 20, 2018.

APPENDIX F – PARKING FINE RESOLUTION

Parking Fees - as per Resolution 2016-14

<u>Charging Fees for Electric Vehicles:</u>	\$0.20/kWh
<u>Paid Parking Fees (where applicable):</u>	
City structure or lot:	
6:00 a.m. - 6:00 p.m. (or segment)	\$2.00
6:00 p.m. - 2:00 a.m. (per hour)	\$2.00
6:00 a.m. - 2:00 a.m. (maximum)	\$10.00
Parking permit (where applicable in City structure or lot)	
6:00 a.m. - 6:00 p.m. Monday - Saturday (unless otherwise posted)	\$30.00
<u>Other Downtown Parking Area Fees:</u>	
Short Term (<30 minutes) unloading from "marked" business vehicle with flashers	No charge
Daily parking permit (Orange): 1st day or fraction of day	\$10.00/day
Additional days (limited to 5 days; no charge on Sunday or federal holidays)	\$2.00/day
<ul style="list-style-type: none">• Applicable permits/licenses must be current• Limit of two permits per business address at a time• Each permit is good for one parking space• Not applicable to handicapped or short term spaces equal to or less than 15 minutes, green loading zones, fire or other restricted areas.	
<u>Parking Fines and Fees (city-wide):</u>	
Basic fine for overtime, improperly parked, non-payment, etc.	\$22.00
Additional fine for receiving 3 or 4 tickets in a calendar year	\$25.00
Additional fine for receiving 5 or more tickets in a calendar year	\$50.00
Parking fine for Handicap Space violation	\$190.00 (or as set by state law)
Disabling / Boot Removal Fee; available as negotiated by the City with tow company for 24-hour availability	\$85.00