

**AGREEMENT FOR PROFESSIONAL MANAGEMENT SERVICES
BY AND BETWEEN THE CITY OF SOUTH BEND BOARD OF PARK
COMMISSIONERS AND LAZ PARKING MIDWEST, LLC**

THIS AGREEMENT FOR PROFESSIONAL MANAGEMENT SERVICES (this “Agreement”) is entered into as of the 1st day of June, 2023, by and between the City of South Bend Board of Park Commissioners (the “City”) and LAZ Parking Midwest, LLC, a Limited Liability Company (“Manager”).

WITNESSETH:

WHEREAS, the City is the Owner of certain parking lot and garage structures, known by the following names, Main & Colfax Garage, Leighton Garage, Wayne Garage, and two surface parking lots located on S Lafayette Ave, in addition to the downtown network of 870 street parking spaces covering 14 full city blocks of downtown South Bend, Indiana. The exact addresses and locations of these parking lot and garage structures are set out in ATTACHMENT 1 incorporated into this Agreement and are hereinafter referred to as the “Parking Facility” or “the Service Areas”;

WHEREAS, the City desires to procure the services of Manager as hereinafter set forth to manage the Parking Facility; and

WHEREAS, Manager, being experienced in the operation and management of public parking garages, desires, is able and willing to provide said services on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereby covenant and agree as follows:

1. ENGAGEMENT AND SERVICES PROVIDED BY MANAGER.

The City hereby engages Manager during the Term to provide in and at the areas identified in ATTACHMENT 1 (the “Service Areas”), the garage management and operational services also set forth in ATTACHMENT 1 incorporated herein (the “Services”). The Manager shall execute its responsibilities to provide the Services in accordance with prevailing professional standard of care for projects and activities of similar design and complexity.

Subject to the terms of this Agreement, Manager shall be the sole and exclusive agent of the City to perform the Services during the Term. In such capacity, Manager shall have exclusive authority over day-to-day operation of the Service Areas and all activities therein as reasonable and necessary to perform the Services; provided that Manager shall follow and adhere to all policies and guidelines of the City currently existing or hereafter established or modified by the City that the City notifies Manager in writing are applicable to Service Areas; provided further that to the extent that such policies or guidelines adversely, demonstrably, and significantly affect revenues or expenses for the Service Areas, the fee formula set forth in Section 6 below shall be appropriately adjusted to reflect the additional costs or reduced revenues resulting from such established or modified policies or guidelines.

2. TERM:

The term of this contract shall commence on June 1, 2023 (“Commencement Date”) and shall continue in effect for a period of five (5) years from said date. A “Management Year” is defined as the twelve-month period that begins on the Commencement Date, or if the Commencement Date is not the first day of the month, the first day of the month immediately following the Commencement Date and terminating one year thereafter and a similar period for each year during the term hereof.

In the event this Management Agreement is terminated for any reason prior to, May 31, 2028, the City shall pay to Manager the total of the remaining payments for any capital improvements made to the Parking Facility by Manager and any equipment purchased for the City by Manager, provided such improvements and equipment have been authorized by the City. Set forth on Exhibit D hereto is an initial list of such improvements and equipment, a payment schedule, and an amortization term in connection therewith. These improvements and equipment are to be assessed and brought before the board before December 31 of each contract year for implementation and purchase in the following calendar year.

This Agreement may be terminated by either party for any reason or for no reason upon 90 days advance written notice to the other party.

3. USE:

The Parking Facility is to be operated by Manager as a commercial parking garage and lot, and for related activities. For the purposes of this agreement “related activities” shall be deemed to include, but not be limited to, vehicle services, mobility services, vending machines, advertising media, electric car charging stations, special event services, Last Mile logistics, food and beverage services, cloud kitchens, delivery services, and storage. The Parking Facility shall be used for no other purpose without prior written approval of the City. It is understood and agreed that the costs, fees, and revenue generated as a result of the implementation of the related activities shall be allocated between the Manager and the City on a case- by- case basis as agreed to in writing.

4. SPACE ALLOCATIONS:

Manager agrees to set aside the necessary space to protect commitments made to the tenants of, or in connection with, the operation of the Parking Facility. Manager agrees to honor any allocations of space that the City deems necessary, and to operate the Parking Facility in a manner consistent with satisfying as efficiently as possible the parking demands generated by the office residents.

5. ASSIGNMENT/SUBCONTRACT:

Neither party shall assign or subcontract this Agreement, in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. The City may assign this Agreement to any subsequent owner of the Parking Facility without the prior written consent of Manager, and Manager may assign this Agreement without the City's consent to any corporation or limited liability company which controls, is controlled by, or is under the same control as Manager.

6. GROSS REVENUE, OPERATING EXPENSE, NET OPERATING INCOME:

Gross Revenues, Operating Expenses, and Net Operating Income are defined as follows:

- a) "Gross Revenues" shall include all revenues received by Manager or the City and the value of all discounted, validated and free parking granted by the City from the parking of vehicles in the Parking Facility. Gross Revenues shall not include transactional, reservation and processing fees. Notwithstanding the foregoing, any revenue received from parking violations or the related services as set forth in paragraph 3 above, other than revenue directly related to charges for parking spaces, unless otherwise agreed, shall be excluded from Gross Revenue. Any revenues collected directly by the City shall be accurately reported to Manager.
- b) "Operating Expenses" shall include all the expenses of providing the management services as set forth in the one-year Approved Budget together with any taxes associated therewith, a copy of which is attached hereto as Exhibit "A," other than (i) expenses of a capital cost nature; (ii) those expenses to be borne by Manager; and (iii) those expenses to be borne by the City (set forth in Exhibit B). Operating Expenses shall include but shall not be limited to:
 - 1) Any sales, service, parking and other similar taxes imposed on Manager by any governmental authority for services rendered by Manager or imposed or assessed for the use and operation of the Parking Facilities for providing the Services, but specifically excluding taxes on the income of Manager and business taxes, other than franchise taxes on income or profit;
 - 2) Payments and deposits for unemployment insurance, social security taxes, workers' compensation insurance, disability benefits, and other similar taxes for on-site Employees directly engaged in the parking operation, but expressly excluding Manager's administrative and clerical staff not directly engaged in the parking operation on-site at the Parking Facility;
 - 3) Payroll expenses and applicable payroll taxes, including, but not limited to, vacation pay, sick pay, personal day pay, holiday pay, retirement, pension and health and welfare programs, for on-site Employees directly engaged in the parking operation and certain allocations for off-site Employees directly engaged in the management of the parking operation;
 - a. Both the Manager and the City agree that should the US Government's Affordable Health Care Act (the "Act") require Manager to provide health care coverage that is greater than what is currently required, both parties will review forecasted costs and adjust the payroll burden in order to cover Manager's new expenses. Both Manager and the City agree that such change shall not put Manager in a better financial position beyond its coverage of new health care cost obligations. The adjustment of the payroll burden cost will be done timely and retroactive (but only up to three (3) months prior to Manager notifying the City in writing that the

Act has negatively impacted Manager's financial position hereunder) to any past period that Manager had incurred these potential new expenses.

- 4) An equitable allocation of Insurance premiums to the extent required of Manager in this Agreement, as described in Exhibit C;
- 5) Employee training and safety incentive programs for on-site personnel;
- 6) Payment to independent contractors performing maintenance and repair services in connection with providing the Services;
- 7) Costs of purchasing supplies and signs used in providing the Services;
- 8) On-site telephone, cellular, and data communication charges to the extent that such charges are directly related to the operation of the Parking Facility;
- 9) Fees for license, permits, approvals and bonds required for operation of the Parking Facility, including a charge assessed for the processing of any initial or renewal license application.
- 10) Advertising and promotion costs;
- 11) Sundry items such as uniforms, tickets and janitorial supplies;
- 12) Credit card fees, payroll processing and accounts receivable processing expense;
- 13) Reservation and/or processing fees to third parties;
- 14) Payment of uninsured damage claims, including amounts paid to satisfy the City deductible portion or self-insured retained portion of any policy of insurance, voluntary settlement of patrons' claims for vehicle damage or loss of contents provided that the same has been authorized by City and approved by Manager;
- 15) Normal maintenance and repairs of the Parking Facility. repainting of stall markings, replacement or repair of signs and ticket dispensing equipment;
- 16) Legal or audit charges directly attributable to the operation of the Parking Facility other than those performed by the staff of the City, or Manager if approved by the City in advance.;
- 17) Costs of special audits performed by Manager's staff auditor for the mutual benefit of City and Manager; provided, however, that the time and manner of the taking of the audit is approved by City in advance. Costs qualifying as Operating Expense shall be limited to a mutually agreed upon per diem rate and actual out-of-pocket expenses of the auditor during the period of an approved special audit;

- 18) Costs of recruiting and obtaining criminal and general background checks, including drug screening, on all persons employed to work in the Parking Facility;
- 19) Bank Fraud Protection Fees; and
- 20) Cost of remote monitoring.
- 21) The cost of compliance with any federal, state or local government Return to Work regulation instituted during the term of this Agreement as a result of the Coronavirus (“Covid-19”) or any other declared Pandemic or public health emergency, including but not limited to hand washing stations, masks, and/or hand sanitizer.
- 22) The cost of the LAZ Parking Business Intelligence Dashboard tool, included in the one-year approved budget, beginning in 2024.
- 23) The cost of an enforcement vehicle equipped with license plate recognition enforcement software, including all applicable insurance and maintenance costs included with the enforcement vehicle, included in the one-year approved budget, beginning in 2024.

The above expenses are subject to increases from time to time due to changes in market conditions.

- (c) “Net Operating Income” shall be defined as “Gross Revenues” less “Operating Expenses”.
- (d) At least 45 days prior to the Commencement Date of the next contract year, Manager shall prepare and submit to the City for its approval a proposed operating budget for the next year. The proposed budget shall include all categories of expenses to be paid by Manager in the operation of the Parking Facility and shall include an automatic adjustment tied to the Consumer Price Index for all Urban Consumers (CPI-U). In the event the parties cannot agree on the proposed budget by the beginning of the new contract year, Manager shall utilize the last Approved Budget, adjusted by the CPI-U until such time as the proposed budget is approved. Manager shall not, without first obtaining the prior written approval of the City, incur any expense item in excess of Five Thousand Dollars (\$5,000) and 110% of the budgeted amount, unless such item is necessitated by an emergency which does not permit Manager to obtain the prior written approval of the City; provided the City shall be informed by the next business day of any such expenditure.

7. DISBURSEMENT OF GROSS REVENUES:

Manager covenants that it will use methods generally accepted as best practices in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Parking Facility, but Manager is not a guarantor of revenues. The gross receipts for each month’s operation shall thereafter, on or before the twenty-Fifth (25th) day of the succeeding month, be disbursed by Manager as follows:

(a) Manager shall pay all Operating Expenses,

(b) Manager shall then pay to itself out of the Gross Revenue the following amount:

For each month commencing with the date of this Agreement a minimum monthly fee of \$3150.00, or \$37,800.00 per Management Year pro-rated and paid on a monthly basis and reconciled on an annual basis.

On each anniversary of the Commencement Date the minimum monthly fee shall automatically increase by the greater of (a) 3%, or (b) the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U).

(c) After payment of the amounts as directed in (a) and (b) above, the balance of the Net Operating Income less the value of all discounted, validated and free parking granted by City from the parking of vehicles in the Parking Facility, and all income collected directly by the City, and a reasonable reserve to insure that the Operating Account shall remain cash flow positive, shall be paid to the City monthly in conjunction with Manager's monthly report to the City listing Gross Revenues and Operating Expenses generated by the Parking Facility in the preceding calendar month ("Monthly Report"). The Monthly Report is to be submitted by Manager for each month of the term hereof by the twenty-fifth (25th) day of the next succeeding calendar month.

Upon execution of this Agreement, the City shall deposit with Manager an "Operating Advance" equal to two (2) months of estimated Operating Expenses (\$150,000.00). The Operating Advance shall be used by Manager to pay monthly Operating Expenses. The amount of the Operating Advance shall be adjusted not less frequently than annually, as required, to cover increases in Operating Expenses. Upon termination of this Agreement, Manager shall return to City the remaining balance of the Operating Advance after the payment of all Operating Expenses.> If the Gross Revenues for any month are insufficient to make the payments required under subparagraphs (a) and (b) above, the City agrees to remit to Manager the amount of such deficit within thirty (30) days after receipt of Manager's report. In the event City fails to reimburse Manager within said thirty (30) day period, and City does not remedy such failure within five (5) days of receipt of written notice from Manager, then Manager shall have the right to terminate this Agreement with immediate effect. Within thirty (30) days of such termination, the City shall remit to Manager the full amount of any non-reimbursed Operating Expenses paid by Manager. In no event shall Manager be obligated to pay Operating Expenses when sufficient revenues from operations are not available.

8. OPERATION:

Manager agrees to operate the Parking Facility in an efficient manner and on days and hours customary in the trade, commensurate with parking demand in the area. Such operation shall be continuous with coverage twenty-four (24) hours per day and seven (7) days per week unless the City shall otherwise agree in writing. Charges for parking in the Parking Facility will be commensurate with the demand for parking space and in accord with existing parking rates in the area. The rates shall not be varied without written approval of the City.

9. NO PARTNERSHIP:

It is understood and agreed that Manager shall in no event be construed to be a partner, fiduciary or associate of City in the operation of the Parking Facility or in the conduct of the City's business thereon, nor shall Manager be liable for any debts incurred on behalf of the City.

10. MAINTENANCE:

The City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facility in accordance with applicable federal, state, and local law and standards. The City shall also be responsible for all Parking Facility repairs of a structural nature including, but not limited to: electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Facility, booths, sinkholes, and maintenance of ventilation system and elevators. Manager agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this Agreement and to surrender the Parking Facility at the termination of this Agreement in as good condition as received, ordinary wear and tear excepted.

Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of the City.

The City shall be responsible for all snow and ice removal at the parking facility, including all walkways and sidewalks and/or procurement and payment of services for snow and ice removal. City acknowledges that Manager is not responsible for snow and/or ice removal or procuring such services on behalf of the City.

11. RENEWAL:

Upon completion of the initial term of this Agreement, and again on every subsequent anniversary date, this Agreement shall be automatically renewed for additional one-year periods, unless either party shall give written notice to the other, at least sixty (60) days prior to the expiration of the initial term or any renewal hereof, that the Agreement shall not be so extended.

12. TERMINATION:

In the event Manager shall intentionally fail to fully and faithfully deposit all the receipts from the operation of the Parking Facility or shall intentionally fail to disburse same only in the manner provided for herein, or in the event Manager shall become bankrupt or insolvent, or suffer the appointment of a receiver, or make an assignment for creditors, the City shall have the right to forthwith terminate this Agreement, regain immediate possession of the Parking Facility, and hold the Manager liable for any damages resulting to the City.

13. COMPLIANCE WITH LAWS:

Manager agrees to keep the Parking Facility at all times in clean, presentable and sanitary condition and not to permit anything thereon which would vitiate any insurance carried by City on the

Parking Facility. Manager further agrees to comply with all governmental laws, ordinances and regulations pertaining to the conduct of Manager's business thereon. The City shall cause the Parking Facility to comply in all material respects with all laws, ordinances, regulations, and directives of any governmental authority having jurisdiction including, without limitation, the Americans with Disabilities Act of 1990, as amended or supplemented ("ADA"), any certificate of occupancy, and any law, ordinance, regulation, covenant, condition, or restriction affecting the Building or the Premises which in the future may become applicable to the Parking Facility (collectively "Applicable Laws"). If Manager is required to make any installation and/or alterations to the Parking Facility to comply with the ADA or local building or fire codes as a result of Manager's use of the Premises as provided herein, the cost of such installation will be considered an Operating Expense of the Parking Facility.

14. INSURANCE:

Prior to commencement and during the term of the Agreement, Manager agrees to carry/maintain occurrence based, liability insurance in such amounts as shown below and to pay all the premiums thereon when due.

Commercial General Liability ("CGL"). Manager shall maintain a CGL insurance policy including property damage and personal and advertising injury with a limit of \$1,000,000 per occurrence, and \$5,000,000 in the aggregate. The CGL policy shall include \$2,000,000 in the aggregate for products and completed operations. The policy includes blanket contractual liability coverage.

Garage Keeper's Legal Liability Insurance ("GKLL"). GKLL is included in the Auto policy, has a limit of \$1,000,000 and covers against liability for damages done to vehicles in Manager's care, custody or control.

Automobile Liability Insurance. Manager shall carry Automobile insurance covering all vehicle operated by Manager's officers, agents and employees in connection with Manager's activities pursuant to this Agreement with a limit of \$1,000,000 per occurrence. Coverage includes non-owned and hired automobile liability, underinsured motorists, uninsured motorists and a limit of \$5,000 medical payments per person.

Employee Dishonesty/Crime Coverage Insurance. Manager shall maintain crime coverage with a limit of \$1,000,000. The policy covers, without limitation, third party employee dishonesty, money and securities on and off premises, robbery and safe burglary on and off premises, forgery and fraud.

Worker's Compensation Insurance. Coverage shall be in accordance with state statute. Employer's Liability insurance shall maintain a limit of \$1,000,000 for bodily injury by accident, (each accident), bodily injury by disease, (policy limit) and bodily injury by disease, (each employee).

Cyber Insurance. Technology/professional liability insurance, intellectual property infringement and Digital Technology insurance (cyber liability) covering liabilities for financial loss resulting or

arising from acts, errors, or omissions, in rendering or in connection with the services provided under this Agreement as follows:

- breaches of security
- violation or infringement of any right of privacy, breach of federal, state, or foreign
- Security and/or privacy laws or regulations including but not limited to HIPAA.
- data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information;
- transmission of a computer virus or other type of malicious code; and
- participation in a denial of service attack on a third party with a minimum limit of \$5,000,000 per occurrence and annual aggregate and a per incident. Such insurance must address all of the foregoing without limitation if caused by an employee of Operator or an independent Manager working on behalf of Operator in performing services under this Agreement. The policy shall provide coverage for wrongful acts, claims, and lawsuits anywhere in the world.

In no event shall City be responsible for injuries to Manager's employees, agents, Managers/sub-Managers while at the Parking Facility. Manager agrees to waive subrogation rights and to cause its insurance company to waive subrogation rights for all injuries or disease sustained by employees, agents, Managers/sub Managers.

Umbrella Liability. Excess coverage shall be provided with a minimum limit of \$25,000,000 per occurrence and \$25,000,000 in the aggregate. This policy sits in excess of the CGL, GKLL, Auto and Employer's Liability policies.

The City of South Bend shall be named additional insured on the CGL, Auto and Umbrella policies.

All insurance coverages are subject to a City deductible not to exceed \$5,000.00 per claim, and \$25,000 for stolen vehicles. The City deductible amounts and insurance premiums may be changed upon 60 days written notice to the City. The payment of the City deductible will be considered an Operating Expense of the Parking Facility. The City agrees that Manager may self-insure a portion of the insurance noted above, subject to written documentation of any such self-insurance and evidence of solvency. City acknowledges that Manager's actual deductibles or Self-Insured Retained amount may exceed the City deductibles. Any losses not covered by the above insurance shall constitute expenses of the City. Manager shall have the right to provide the insurance required by this Section 15 pursuant to blanket policies, but only if such blanket policies expressly provide coverage to the Premises and to the City as required by this Agreement.

Prior to commencement and during the term of the Agreement, the City agrees to procure and maintain "All-Risk" Property insurance in the amount not less than one hundred (100%) percent of the insurable replacement cost covering Parking Facility and such other insurance as may be required by a mortgagee or otherwise desired by The City. The coverage and amounts of insurance and the deductible limits carried by City in connection with the Parking Facility, at a minimum, shall be comparable to that carried by reasonably prudent property owners/lessees of comparable first class parking facilities in the vicinity of the parking facility.

The City of South Bend is wholly self-insured as to liability for losses or damage to property, or damage from injuries to persons caused by acts of negligence or misconduct under the provisions of Indiana statutes and local ordinance. Specifically, the City of South Bend is covered by a non-reverting insurance premium and liability reserve fund created by the City of South Bend Ordinance #6657-79.

The limits of the City of South Bend's liability are governed by Indiana Code 34-13-3-4 which are Seven Hundred Thousand Dollars (\$700,000.00) per individual claimant and Five Million Dollars (\$5,000,000.00) per occurrence. The City also carries umbrella insurance coverage.

15. INDEMNITY:

Manager shall defend, indemnify and hold the City, its officers, employees, boards, commissions, and agents harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by the City attributable to the recklessness, carelessness, or negligence of Manager or any of its agents, servants or employees from any cause relating to the Services, including, without limitation by specification, property damage and/or injury or death to any person or persons. The City shall defend, indemnify and hold Manager, its officers, employees and agents harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Manager attributable to the recklessness, carelessness, or negligence of the City or any of its agents, servants or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects are the responsibility of the City.

The City acknowledges that Manager's obligations hereunder do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of any persons within or about the Parking Facility, nor does any insurance provided by Manager cover such claims. Manager has no knowledge or expertise as a guard or security service, employs no personnel for that purpose, and Manager's employees do not guard or protect customers or any other persons or property against the intentional acts of third parties. However, notwithstanding the foregoing limitation, Manager's protocols and plan for safety precautions in and about the Parking Facility are set out within Attachment 1 hereto under Services to Be Performed by Contractor, and Manager will adhere to this plan and protocols.

The City acknowledges that Manager's obligations hereunder do not include the maintenance or repair of the sidewalks and structure as set forth in Section 10 of this Agreement. City shall defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expense and/or damages, sustained by Manager including, without limitation by specification, property damage and/or injury or death to any person or persons, resulting from any claim arising out of the City's negligent maintenance of the sidewalks and structure as set forth in Section 10.

The City acknowledges that Manager's obligations hereunder do not include the performance of snow and/or ice removal or the procurement or payment of snow and/or ice removal services on behalf of City as set forth in Section 10 of this Agreement. City shall defend, indemnify and hold Manager harmless from and against any and all actions, costs, claims, losses, expense and/or

damages, sustained by Manager including, without limitation by specification, property damage and/or injury or death to any person or persons, resulting from any claim arising out of the City's performance of snow and/or ice removal at the parking facility, including any performance of snow and/or ice removal performed by an third party or agent on behalf of the City, including the walkways and or adjacent sidewalks as set forth in Section 10.

The City agrees to reimburse Manager for any expense or cost the latter incurs in defense of any claim, action, proceeding or charge against Manager or City jointly or severally arising out of or based upon any law, regulation, requirement, contract or award relating to hours of employment, working conditions, wages and/or compensation of employees or former employees of Manager at the Parking Facility, provided Manager is not found to be at fault. It is agreed that any judgments, awards or settlements arising out of such claims, actions, proceedings or charges that represent wage payments are to be treated as Operating Expenses.

The party responsible for loss of or damage to vehicles as outlined above will be responsible for handling the defense of both the Manager and City in the event of any claim being presented based upon loss of or damage to customer vehicle.

16. WAIVER:

The City does hereby waive all rights of recovery, if any, against Manager for damage to, or destruction of, the Parking Facility in the event such damage or destruction is caused by fire or other casualty resulting from negligence or from non-human cause which can be covered under the City's All-Risk Property Policy. Waiver shall not apply to fire or other casualty caused by intentional or reckless acts of Manager's employees, officers or agents for which Manager shall remain liable.

17. DEFAULT:

Either party shall have the right to terminate this Agreement in the event the other party has failed to substantially perform any of the material terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing and that party has not corrected said failure within sixty (60) days of receipt of written notice (except as is provided in paragraph 7(d) above), or such additional time as is reasonably necessary to cure the default in the event that party has commenced remedying such default within such sixty (60) day period, and diligently pursues such cure until remedied. In the event of such termination, Manager agrees to vacate the Parking Facility by midnight of the sixtieth (60th) day after delivery of said notice. In the event a suit is brought as a result of a default or breach of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and expenses from the other party.

18. INSPECTION:

The City shall have the right to enter and inspect the Parking Facility at all reasonable times.

19. EMPLOYEE RESTRICTIONS:

City and Manager agree that, during the term of this Agreement, all personnel employed by Manager to operate the Parking Facility shall be solely the employees of Manager and shall have no contractual relationship with the City. In addition, City agrees, during the term of this Agreement, for six (6) months after Manager's employee departs, and for a period of six (6) months after termination or expiration of this Agreement, that it will not hire or attempt to hire or allow to work under the supervision of a third party, any personnel of Manager, nor will the City enter into any negotiations, communications, or other actions which have as their intended consequence the inducement for any such person to enter the employ of the City, in any capacity whatsoever. In the event that City hires any of Manager's employees without Manager's consent in violation of the foregoing, the City shall pay to Manager a fee equal to one month compensation for such employee.

20. NO LEASE:

Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease, but is merely a recitation of contract provisions.

21.FORCE MAJEURE:

Neither Party shall incur any liability to the other with respect to, and shall not be responsible for any failure to perform or delays in performing, any of their respective obligations hereunder if such failure is caused by any reason beyond the reasonable control of either party, including but not limited to, accident, breakage, repair, strikes, lockouts, labor disputes, labor disturbances, pandemic, governmental regulations, civil disturbances, acts of war, mortarium or other governmental action, fire, earthquake, failure or disruption of utility services, or any other event or condition that occurs which is beyond the Party's control that has a significant adverse economic impact on a Party's ability to perform. The amount of time for each party to perform its obligations shall be extended by the amount of time such party is delayed from performing such obligation by reason of any force majeure occurrence. Each party shall be required to provide notice to the other before claiming a force majeure event. If such an event or condition does occur and it has a continuing significant, adverse impact on either Party's ability to perform, either Party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

22. CREDIT CARD SECURITY OBLIGATIONS:

To the extent applicable, the Parties hereby agree to comply with the Payment Card Industry Data Security Standard, as currently in effect and as may be amended from time to time ("PCI DSS") as is more particularly described in the LAZ Parking Credit Card Security Obligations as set forth on Exhibit E attached hereto and made a part hereof.

Manager is a PCI compliant company which adheres to PCI-DSS third party requirements as a service provider. Manager has obtained a PCI-DSS Level 1 status and maintains a passing status for its Attestation of compliance (AOC). Manager's AOC covers all PARCS parking equipment within its management portfolio for which manager holds the Merchant ID (MID). Manager is also SSAE 18 SOC compliant and applies best practice and IT General Controls (ITGC) for maintaining access for third party systems. The City hereby authorizes its PARCS' vendor to allow Manager

access to the PARCS system data, which authorization will specifically include the City's data included on the parking equipment management system database.

23. NOTICES:

Notice to both City and Manager shall be sent by certified mail, return receipt requested, or by a nationally recognized overnight courier service, to the following addresses:

If to the City:

City of South Bend, Indiana
Attn. Executive Director Venues Parks & Arts
301 S. St. Louis Blvd.
South Bend, IN 46617

With a copy to:

City of South Bend, Indiana
Department of Law
Attn. Corporation Counsel
227 W. Jefferson Blvd., Ste. 1200S
South Bend, IN 46601

If to Manager:

LAZ Parking Midwest, LLC
One Financial Plaza, 14th Floor
Hartford, CT 06103
Attn: Legal Department

All notices shall be deemed given upon confirmed receipt thereof. Either party may, by such notice, designate a new or other address to which notice may be delivered.

24. TELECOPY EXECUTION AND DELIVERY:

A DocuSign, facsimile, telecopy, PDF or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties by DocuSign, facsimile, e-mail or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any party, all parties agree to execute an original of this Agreement as well as any facsimile, telecopy or reproduction thereof. The parties hereto hereby agree that neither shall raise the execution of DocuSign, facsimile, telecopy, PDF or other reproduction of this Agreement, or the fact that any signature or document was transmitted or communicated by DocuSign, facsimile, e-mail or similar electronic transmission device, as a defense to the formation of this Agreement.

25. PRESS RELEASE:

Manager shall be allowed to announce via press release or other public forum the fact that the parties have entered into this Agreement for the management of the Parking Facility. Notwithstanding the forgoing, it is understood that no specific terms shall be released other than the name of the City, the name of the Manager and the location of the Parking Facility. Manager, however, knows and understands that the City is subject to the Indiana Access to Public Records Act (APRA) which may require the City to disclose all or parts of this Agreement to a person upon their written request.

26. VENDOR CODE OF CONDUCT:

The City hereby acknowledges that it has read the LAZ Parking Vendor Code of Conduct, which is available at <https://www.lazparking.com/internal/laz-parking-vendor-code-of-conduct>, and shall act at all times consistently with the terms thereof. Manager shall have the right, in its sole and absolute discretion, to immediately terminate this Agreement for cause in the event of any violation of the Vendor Code of Conduct by the City.

27. PARKING DATA LICENSE:

The City hereby grants to Manager a non-exclusive, royalty-free, worldwide, right and license to (a) access, use, copy, display, aggregate, store, create derivative works of and otherwise modify, the Parking Data for the purpose of providing such Parking Data to one or more portal operators so that such Parking Data can be presented to end users of the applicable demand side portal (each, an “**End User**” and together, the “**End Users**”) who are searching to park a vehicle in the vicinity of the Parking Facility and (b) grant such portal operators a sublicense to access, use, copy, display, aggregate, store, create derivative works of and otherwise modify, the Parking Data for the sole purpose of presenting such Parking Data to End Users of the applicable demand side portal who are searching to park a Vehicle in the vicinity of the Parking Facility. As a condition to Manager’s right to grant sublicenses to portal operators, Manager will ensure that: (a) all sublicense agreements are in writing; (b) Manager will not grant a sublicense greater in scope than the license granted to Manager herein; (c) Manager will not grant a portal operator with a right to sublicense the Parking Data; (d) each sublicense agreement will terminate upon termination of this Agreement; (d) each sub-licensee shall be bound by obligations, terms and conditions at least as restrictive as those that bind, affect or obligate Manager hereunder; and (e) Manager will provide City with the identity of each such sub-licensee within five (5) days after such sublicense agreement is executed. Upon expiration or termination of this Agreement, all rights set forth hereunder shall automatically revert to the City, and Manager and its sub-licensees shall immediately cease from collecting any additional Parking Data, provided, however, following the expiration or termination of this Agreement, City grants to Manager a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to retain and use the Parking Data disclosed during the term of this Agreement solely for internal business purposes, provided that Manager will not disclose such specific Parking Data to any third party. “**Parking Data**” means the following data created by or available to or through City related to or in connection with parking at the Parking Facility: (a) products, which consists of pricing for a specified period of time or for an event (each a “Product” and collectively the “Products”), (b) inventory of Products, which consists of the number of Products available to

Manager; (c) availability of Products, which consists of the total number of Products available (provided, however, the method of calculating availability is at the City's sole discretion); (d) general information including hours of operation; and (e) any other data and information that the parties may mutually agree in writing that City may provide to Manager. Nothing herein shall be construed so as to prevent Manager from utilizing the Parking Data so long as the resulting product is not specifically identifiable to the City or the Parking Facility.

28. TAX AUDIT:

Should any federal, local, or state agency and/or government office initiate a tax audit for services rendered under this Agreement, Manager will notify the City of such audit within thirty (30) days following receipt of notice of same. . Any and all tax liabilities assessed with respect to such audit shall be paid by the City. Manager will notify the City as soon as practicable of the final determination of the tax audit including an accounting of the tax liabilities assessed and owed by the City, but no later than 60 days from final determination by the auditing agency. The provisions set forth in this section shall survive termination of this agreement.

29. CHANGE IN LAW:

Both parties agree that all terms and financial underwriting are based upon the federal, state and local statutes and regulations in place at the time this Agreement is executed, and that any future statutes or regulations promulgated by any governmental authority may result in the need to amend said terms and/or underwriting. This includes, but is not limited to, Minimum Wage ordinances, adjusted sick or Paid Time Off requirements, Health Care requirements, operational changes and modifications, and taxes. In the event such legislation occurs, the parties agree to negotiate in good faith to modify the terms of this Agreement to reach a mutually satisfactory resolution. In the event that the parties are unable to reach such a resolution, either party shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the other party.

30. CHANGES IN SCOPE OF SERVICES:

The Manager understands and agrees that it shall not commence any additional work or change the scope of the Services provided unless authorized in writing by the City. No claim for additional compensation shall be made by Manager in the absence of prior written approval of the parties.

32. GOVERNING LAW; COMPLIANCE WITH LAWS:

This Agreement shall be construed and interpreted according to the laws of the State of Indiana. The Manager agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. Manager shall comply with federal, state, and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for any Services performed in violation of federal, state, or local statute, ordinance, rule, or regulation.

33. FUNDING CANCELLATION AND PAYMENTS:

In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to annual appropriation by its fiscal body.

34. NON-COLLUSION AND ACCEPTANCE:


The undersigned attests, subject to the penalties for perjury, that he/she is the Manager, or that he/she is the properly authorized representative, agent, member or officer of the Manager, that he/she has not, nor has any other member, employee, representative, agent or officer of the Manager, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement. The Manager will execute and submit to the City the non-collusion affidavit attached hereto as **Attachment 2**.

35. DRUG-FREE WORKPLACE:

The Manager hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Manager will give written notice to the City within ten (10) days after receiving actual notice that the Manager or an employee of the Manager within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

IN WITNESS WHEREOF, the City has caused this instrument to be executed in its corporate name by its duly authorized officer, and Manager has hereunto set his hand the day and date first above written.

CITY OF SOUTH BEND, INDIANA BOARD
OF PARK COMMISSIONERS

BY: 

Aaron Perri, Executive Director
Venues Parks & Arts

ATTEST:


Jessica Williams, Clerk

MANAGER:

SIGNATORY FROM COMPANY MUST
HAVE LEGAL AUTHORITY TO SIGN

LAZ PARKING MIDWEST, LLC

By: _____

Name: _____

Its: _____

ATTACHMENT 1

City Parking Operations:

Management and Operational Services

Facilities Covered by this Agreement.

The City's parking garages covered by the terms of this Agreement are as follows:

1. 126 North Main Street
2. 121 East Wayne Street
3. Leighton Plaza Garage
4. Surface parking lots owned by City: the Mayor/Department Head parking lot in the 100 block of S. Lafayette Boulevard; the general employee lot known as the AT&T lot in the 300 block of S. Lafayette Boulevard; and the Century Center parking lot;
5. On-street parking in (NEED to DESCRIBE);

Services to Be Performed by Contractor

- Manage and operate the parking service at the Garages on a 24 hour, 7-day a week basis including full coverage for special events (estimated at 2-3 times per year)
 - Enforce parking restrictions in the following flat surface parking areas owned by City: the Mayor/Department Head parking lot in the 100 block of S. Lafayette Boulevard; the general employee lot known as the AT&T lot in the 300 block of S. Lafayette Boulevard; and the Century Center parking lot;
 - Enforce parking restrictions in DTSB district by issuing tickets and taking all other appropriate action authorized by the City;
 - Furnish the personnel for the operation of the Garages and all, including evening and events attendants;
 - Collect parking receipts and make deposits;
 - Account for parking receipts and operating expenditures as provided by Agreement;
 - Prepare monthly report on daily occupancy rate; maintenance and repair work performed; description of special issues and manner of resolution;
 - Consult with the Customers on parking matters.
-
- Maintenance of the Garages. This includes but is not limited to:
 - Lighting Fixtures—replacing bulbs, repairing fixtures, maintaining illumination at safe, secure level;
 - Alarm system monitoring and repair (carbon dioxide, fire alarms, sprinkler system, elevator call boxes);
 - Cleaning pedestrian entrances, exits, and stairwell and power washing as needed using high pressure, hot water washing unit as specified and approved and remove to extent possible isolated stains and grease spots from parking surface areas;
 - Elevators – cleaning and assuring operational ability; assuring compliance and certification with all federal, state, and local regulatory agencies;

- Graffiti removal using least intrusive means available and approved by City.
- Touch-up paint and re-striping parking space boundaries when needed;
- Minimal landscape maintenance;
- Snow, ice, and water removal in customer walk areas including parking area;
- Identify and remove safety hazards and post warnings as needed;
- Maintain and replace when needed all signage, trash receptacles, fire extinguishers, and mats for elevators and lobbies;
- Windows—wash (monthly) and replace or repair as needed;
- Provide on-call number for call boxes;
- Maintain radio communication system to enable real time contact with staff of VPA and Downtown South Bend (DTSB);
- Conduct safety patrols, take reasonable safety precautions and other related, reasonable services to provide for general safety within the garages ;
- Conform to all ADA requirements and deter improper parking in ADA and other reserved spaces;
- General implementation of systemic plan for regular repairs and preventative maintenance.

Safety Precaution Plan

- The Manager's goal is to patrol the defined parking areas and report any acts of vandalism, violence or destruction of property to the authorities immediately.
- In the event of a break in, vandalism, violence, etc. then employees will:
 - 1) immediately contact authorities,
 - 2) fill out an incident report of the event prior to the end of their shift the same day of the occurrence that includes all observations and pertinent information to the incident to assist authorities in any investigation that may take place
- Employee's working for Manager will not under any circumstance intercede in any altercation, attack, incident of vandalism or suspicious behavior or come to the defense of any citizen or property.
- Gather information on any incidents or criminal activity that is considered to be out of the ordinary and forward such information in the form of an Incident Report. Criminal activity includes "*Quality of Life*" crimes, such as public intoxication, open container, loitering, trespassing, public urination, and aggressive panhandling within garage areas.
- Remove litter, trash, and debris, by mechanical or manual means, including: all types of paper, cigarette packages and butts, leaves, gravel or rocks, cans, cardboard, boxes, plastic refuse, bottles, broken glass, beverage spills, urine, feces, vomit, and any dead animals.
- Perform any and all other reasonably related services to maintain the City's parking garages in clean, safe, and accessible condition according to best practices and the law and implement customer engagement opportunities in consultation with the City.

ATTACHMENT 2:
LAZ Parking Midwest, LLC Management Service Agreement

When the prospective Contractor is unable to certify to any of the statements below, it shall attach an explanation to this Affidavit.

**CONTRACTOR'S NON-COLLUSION AND NON-DEBARMENT AFFIDAVIT,
CERTIFICATION REGARDING INVESTMENT WITH IRAN, EMPLOYMENT ELIGIBILITY
VERIFICATION, NON-DISCRIMINATION COMMITMENT AND CERTIFICATION OF USE
OF UNITED STATES STEEL PRODUCTS OR FOUNDRY PRODUCTS**

(Must be completed for all quotes and bids. Please type or print)

STATE OF _____)
) SS:
_____ COUNTY)

The undersigned Contractor, being duly sworn upon his/her/its oath, affirms under the penalties of perjury that:

1. Contractor has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. Contractor further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale; and
2. Contractor certifies by submission of this proposal that neither contractor nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
3. Contractor has not, nor has any successor to, nor an affiliate of, Contractor, engaged in investment activities in Iran.
 - a. For purposes of this Certification, "Iran" means the government of Iran and any agency or instrumentality of Iran, or as otherwise defined at Ind. Code § 5-22-16.5-5, as amended from time-to-time.
 - b. As provided by Ind. Code § 5-22-16.5-8, as amended from time-to-time, a Contractor is engaged in investment activities in Iran if either:
 - i. Contractor, its successor or its affiliate, provides goods or services of twenty million dollars (\$20,000,000) or more in value in the energy sector of Iran; or
 - ii. Contractor, its successor or its affiliate, is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person for forty-five (45) days or more, if that person will (i) use the credit to provides goods and services in

the energy sector in Iran; and (ii) at the time the financial institution extends credit, is a person identified on list published by the Indiana Department of Administration.

4. Contractor does not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the Contractor subsequently learns is an unauthorized alien. Contractor agrees that he/she/it shall enroll in and verify the work eligibility status of all of Contractor's newly hired employees through the E-Verify Program as defined by I.C. 22-5-1.7-3. Contractor's documentation of enrollment and participation in the E-Verify Program is included and attached as part of this bid/quote; and

5. Contractor shall require his/her/its subcontractors performing work under this public contract to certify that the subcontractors do not knowingly employ or contract with an unauthorized alien, nor retain any employee or contract with a person that the subcontractor subsequently learns is an unauthorized alien, and that the subcontractor has enrolled in and is participating in the E-Verify Program. The Contractor agrees to maintain this certification throughout the term of the contract with the City of South Bend, and understands that the City may terminate the contract for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

6. Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, gender expression, gender identity, sexual orientation or disability that does not affect that person's ability to perform the work.

In awarding contracts for the purchase of work, labor, services, supplies, equipment, materials, or any combination of the foregoing including, but not limited to, public works contracts awarded under public bidding laws or other contracts in which public bids are not required by law, the City, its agencies, boards, or commissions may consider the Contractor's good faith efforts to obtain participation by those Contractors certified by the State of Indiana as a Minority Business ("MBE") or as a Women's Business Enterprise ("WBE") as a factor in determining the lowest, responsible, responsive bidder.

In no event shall persons or entities seeking the award of a City contract be required to award a subcontract to an MBE/WBE; however, it may not unlawfully discriminate against said WBE/MBE. A finding of a discriminatory practice by the City's MBE/WBE Utilization Board shall prohibit that person or entity from being awarded a City contract for a period of one (1) year from the date of such determination, and such determination may also be grounds for terminating the contract for which the discriminatory practice or noncompliance pertains.

7. The undersigned contractor agrees that the following nondiscrimination commitment shall be made a part of any contract which it may henceforth enter into with the City of South Bend, Indiana or any of its agencies, boards or commissions.

Contractor agrees not to discriminate against or intimidate any employee or applicant for employment in the performance of this contract with privileges of employment, or any matter directly or indirectly related to employment, because of race, religion, color, sex, gender expression, gender identity, sexual orientation, handicap, national origin or ancestry. Breach of this provision may be regarded as material breach of contract.

I, the undersigned bidder or agent as contractor on a public works project, understand my statutory obligations to the use of steel products or foundry products made in the United States (I.C. 5-16-8-1). I hereby certify that I and all subcontractors employed by me for this project will use steel products or foundry products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

I hereby affirm under the penalties of perjury that the facts and information contained in the foregoing bid for public works are true and correct.

Dated this _____ day of _____, 20__

Contractor/Bidder (Firm)

Signature of Contractor/Bidder or Its Agent

Printed Name and Title

Subscribed and sworn to before me this _____ day of _____, 20__

My Commission Expires _____

Notary Public

County of Residence _____

EXHIBIT A

APPROVED BUDGET

CONSOLIDATED PRO FORM
LAZ Parking Midwest, LLC
Downers Grove South Bond

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	YTD
REVENUE													
Monthly Parking	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 8,175.41	\$ 98,105.32
Standard Parking	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 3,160.00	\$ 38,320.00
Event Parking Revenue	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 3,374.50	\$ 40,494.00
Online Sales - Ecommerce ParkMyWay, Park N Pay, Etc	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 6,000.00
On Site Parking Outlets Revenue	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 4,816.47	\$ 57,791.64
Credit Card Fees	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 2,878.85	\$ 34,542.71
NET REVENUE	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 31,917.59	\$ 389,571.85
OPERATING EXPENSE													
PAYROLL RELATED													
Total Payroll	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 22,456.40	\$ 271,283.28
Payroll Burden and Taxes	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 11,861.21	\$ 142,356.56
	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 24,297.61	\$ 293,639.84
NON-PAYROLL RELATED													
Repair Maintenance Office Cleaning Supplies	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 18,600.00
Utilities Electric and Water (Average of Provided Forecast)	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 16,427.00	\$ 197,124.00
Vehicle Expense	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 829.58	\$ 10,000.00
Uniforms	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Supplies & Supplies	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 5,022.00	\$ 60,264.00
Tickets (One Time Over Camera Tickets)	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 305.00	\$ 3,660.00
Telephone and Communications (Manager Cell Phone)	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Travel and Entertainment	\$ 2,421.58	\$ 19,421.58	\$ 20,421.58	\$ 19,421.58	\$ 19,421.58	\$ 19,421.58	\$ 19,421.58	\$ 19,421.58	\$ 20,421.58	\$ 19,421.58	\$ 19,421.58	\$ 19,421.58	\$ 233,550.00
ADMINISTRATIVE & FEES													
Licenses and Permits	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 41.67	\$ 500.00
Liability Insurance	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 1,408.45	\$ 16,901.45
Bank Service Fees	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 3,600.00
Professional Services and Bid/Board/Board Tool	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 3,340.00	\$ 40,080.00
CRS Accounting Fees	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 237.00	\$ 2,844.00
Removal Marketing	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 1,872.00	\$ 22,464.00
Maintenance Fee	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 3,150.00	\$ 37,800.00
	\$ 10,348.11	\$ 10,348.31	\$ 10,348.11	\$ 10,347.46	\$ 10,348.11	\$ 10,347.46	\$ 10,348.11	\$ 10,347.46	\$ 10,348.11	\$ 10,347.46	\$ 10,348.11	\$ 10,348.11	\$ 124,173.45
TOTAL OPERATING EXPENSES	\$ 69,038.20	\$ 64,038.00	\$ 65,038.30	\$ 65,686.65	\$ 65,686.30	\$ 65,686.65	\$ 65,686.30	\$ 65,686.65	\$ 65,686.65	\$ 65,686.30	\$ 65,686.65	\$ 65,686.65	\$ 823,380.21
NET OPERATING INCOME	\$ 21,979.39	\$ 28,779.69	\$ 25,979.29	\$ 25,224.46	\$ 25,224.29	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 261,191.64
NET INCOME	\$ 21,979.23	\$ 28,779.58	\$ 25,979.23	\$ 25,224.46	\$ 25,224.23	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 25,224.46	\$ 261,191.64

EXHIBIT B

EXPENSES OF THE CITY

Expenses of City shall include, but not be limited to the following:

1. Real and personal property taxes of The City's property.
2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including, without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.
3. Debt service with respect to land, building and equipment.
4. Costs of legal and auditing fees of The City.
5. Salaries and wages of all employees of The City.
6. Costs incurred by City in the supervision of obligations of Manager.
7. Costs of maintaining elevators, sprinkler and ventilation systems.
8. Utilities expense of the Parking Facility.
9. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.
10. Costs of payroll and equipment of security personnel.
11. Cost of premiums for fire and extended coverage insurance.

EXHIBIT C

LAZ PARKING INSURANCE PROGRAM

LAZ Parking ("LAZ" or the "Company") purchases insurance covering certain types of claims relating to its operations, including commercial general liability, garagekeeper's legal liability, worker's compensation and employee medical coverage. As a result of the Company's track record in controlling claims costs and its ability to "spread the risk" across its entire portfolio of operations, LAZ purchases insurance at rates that typically are more favorable than the rates for individual parking facilities. Like many larger companies, LAZ purchases insurance with relatively high deductibles or self-insured retentions. For example, the per occurrence retention under the Company's commercial general liability policy currently is \$1,000,000 (subject to change). This means that LAZ is self-insured for all claims costs up to the retention level. This also means that the insurance premiums paid by LAZ represent only a portion of the total costs of its insurance programs. Additional costs include claims expenses up to the retention level as well as numerous administrative expenses.

The Company engages third party administrators to handle general liability, worker's compensation and employee medical claims. In addition, the Company maintains a staff of experienced adjusters to handle its garagekeeper's legal liability (automobile property damage) claims and a benefits department to assist in handling medical claims. To professionally manage its liability and worker's compensation programs, LAZ maintains a risk management department. The Company also engages an outside actuary to review its claims experience and loss development to assist the Company in determining the appropriate amount of claims expense to record in accordance with Generally Accepted Accounting Principles.

Under its management contract, LAZ charges the City's rates for its insurance programs that it believes are reasonable for the risk assumed and competitive with the market. In determining these rates, the Company takes into consideration all of the costs incurred in connection with these programs. These rates are also designed to compensate the Company for the significant risk it assumes by agreeing to pay covered claims costs up to the retention level other than a low, pre-negotiated amount charged to the City for liability claims. Moreover, LAZ remains at risk for a number of years after any given policy period due to the lengthy period of time required to resolve many claims and the ability of claimants to make a claim or file suit years after an incident under the laws of many states. Historically, the rates charged by the Company to its the Citys have exceeded, in the aggregate, the total costs of its insurance programs; however, given the inherent risks and uncertainties of claims, which include the potential for a single claim to result in costs in excess of the per occurrence retention, the Company may incur significant losses at a particular facility. In addition, changes in actuarial valuations of expected claims costs can result in significant additional charges well after the close of a given policy year.

The liability insurance purchased by LAZ for its operations includes both commercial general liability, which is designed to cover certain claims by third parties such as personal injury claims, and garagekeeper's legal liability, which is designed to cover certain property damage claims. The insurance covers claims arising out of LAZ's negligence. The insurance is not intended to provide coverage for acts of negligence by the City.

Exhibit D

Initial Improvements and Equipment
And
Amortization Schedule

EXHIBIT E

LAZ Parking Credit Card Security Obligations

Manager currently maintains a merchant agreement (“Merchant Agreement”) with a national credit card processor to facilitate the acceptance of credit cards for payment at its parking operations, and is willing, during the Term hereof, to extend the benefits of the Merchant Agreement (or any subsequent Merchant Agreement) to The City, subject to the following provisions:

A. All credit card processing equipment and networks must meet all PCI DSS standards (as defined herein) as evidenced by the inclusion of the equipment on Visa’s “Validated Payment Applications” list, as well as any and all standards required by federal or state law, throughout the duration of the Term hereof. Manager and City covenant and agree to comply with Visa’s Cardholder Information Security Program/CISP, MasterCard’s Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS), MasterCard Site Data Protection (SDP), and (where applicable) the VISA Payment Application Best Practices (PABP) (collectively, the “Security Guidelines”). All credit card equipment service providers that Manager or City use under the Contract must be recognized by VISA as compliant with PABP. Manager and City further agree to exercise reasonable due diligence to ensure that all of their Manager, agents, business partners, Manager and sub Manager maintain compliance with the Security Guidelines.

B. Manager shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by Manager, Manager shall immediately notify City in writing, and shall provide, at Manager’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

C. City shall not retain or store CVV2/CVC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all cardholder information, and in the event of a compromise of credit card information of any kind by The City, City shall immediately notify Manager in writing, and shall provide, at The City’s sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure and compromise.

D. To the extent any upgrades, or system changes, may be required to comply with credit card processor changes or changes to the PCI DSS standards, City agrees to approve and allow implementation of such upgrades prior to the effective date of such changes. If City refuses, or fails, to implement such upgrades, Manager will not process credit card transactions for The City.

E. In addition to all other defense and indemnity obligations undertaken by Manager under this Agreement, Manager, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to City or Manager, or includes the utilization, processing, transmittal and/or storage of credit card

data by Manager, and to the extent arising from Manager's negligence or willful misconduct, shall defend, release, indemnify and save and hold City harmless against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against City and/or Manager by credit card company(s), financial institution(s) or by NACHA or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold City harmless from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Manager of this Agreement. In furtherance of this Manager covenant to defend and indemnify for its negligence and willful misconduct, Manager shall maintain compliance with the PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.

F. In addition to all other defense and indemnity obligations undertaken by City under this Agreement, The City, to the extent that its performance of this Agreement includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to City or Manager, or includes the utilization, processing, transmittal and/or storage of credit card data by The City, and to the extent arising from The City's negligence or willful misconduct, shall defend, release, indemnify and save and hold harmless Manager, its parent companies, affiliates, officers, directors, employees, agents and Manager (collectively, "Manager Parties") against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against City and/or Manager by credit card company(s), financial institution(s) or by NACHA or successor or related entity, including but not limited to, any credit card company fines, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the Manager Parties from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by City of this Agreement. In furtherance of this City covenant to defend and indemnify for its negligence and willful misconduct, City shall maintain compliance with PCI DSS and with all other requirements and obligations related to credit card data or utilization set out in this Agreement.