

STANDARD CITY CONTRACT

CONTRACT FOR SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV0994

TITLE/DESCRIPTION: Parking Facilities Operator- KC Live District

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Standard Parking Corporation ("CONTRACTOR"), wherein CONTRACTOR agrees to operate the KC Live public parking garages located at Blocks 110, 124, 125 and 126 (which may be referred to collectively as the "Garages"). CONTRACTOR may be referred to interchangeably as "Operator" or "Parking Operator" or a variant thereof.

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents: (a) this Contract; (b) CONTRACTOR's Proposal dated April 6, 2010 that is attached hereto and incorporated into this Contract; (c) CITY's RFP No. EV0994 that is incorporated into this Contract by reference; (d) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

CITY is a party to various agreements relating to the use and operation of the Garages, and CONTRACTOR'S parking facilities operator services shall, in all respects, be conducted in accordance with and subject to the terms and conditions of those agreements as they relate to a particular garage. To the extent those terms and conditions conflict in any regards with the terms and conditions set forth elsewhere within this Contract, CONTRACTOR and CITY agree that they shall abide by the terms and conditions as set forth in the attached agreements, inclusive of their exhibits. The attached agreements are as follows:

- **CITY PARKING EASEMENT AND AGREEMENT** (Recorded in Jackson County, Missouri as Instrument #2006E0061589) - Addressing parking operations in Blocks 110, 125 and 126
- **PARKING STRUCTURE EASEMENT AGREEMENT** (Recorded in Jackson County, Missouri as Instrument #2006E0054195) - Addressing parking operations in Block 125
- **PARKING STRUCTURE EASEMENT AGREEMENT** (Recorded in Jackson County, Missouri as Instrument #2006E0054193) - Addressing parking operations in Block 126
- **PARKING, OPERATION, MAINTENANCE AND EASEMENT AGREEMENT** – Addressing parking operations in Block 124
- **10th AMENDMENT OF MASTER DEVELOPMENT AGREEMENT** – Addressing parking validations procedures in Blocks 110, 125 and 126

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on January 1, 2011 and shall end on April 30, 2011. The Manager of Procurement Services is authorized to enter into an

amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract for three (3) one year annual renewals.

- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract, provided the CITY continues to compensate CONTRACTOR under the terms of this Contract and provided CONTRACTOR may terminate this CONTRACT at any time during the transition term on not less than sixty (60) days' prior written notice to CITY.

Sec. 3. Compensation.

- a) The compensation amounts and terms in this Section 3 override, and shall replace in all respects, any conflicting compensation terms set forth in CONTRACTOR's Proposal dated April 6, 2010. The maximum amount, which has been adjusted due to the partial year (January 1, 2011 through April 30, 2011) that the CITY shall pay CONTRACTOR under this Contract shall not exceed \$245,210.64. This sum includes \$61,302.66 per each full calendar month. CITY shall pay CONTRACTOR on the following basis: monthly. CONTRACTOR shall bill the City, in a form acceptable to the City, on the monthly basis and the CITY shall remit payment to CONTRACTOR within thirty (30) days of the date of CONTRACTOR's invoice.
- b) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.
- c) It is the intent of CITY to ensure that CONTRACTOR provides quality service in the performance of this Contract. The failure to perform certain functions results in costs or losses to the CITY, the extent of which is difficult or impossible to ascertain. To this end, the parties agree that the CITY may liquidate its damages in the following scenarios and may deduct and retain the following as administrative charges from any sum otherwise due and payable CONTRACTOR:
 - If CONTRACTOR'S employee fails to wear any part of the prescribed uniform while on duty, CITY may deduct and retain payment for those hours worked while employee was not in the prescribed uniform.
 - If CONTRACTOR fails to complete the license plate inventory and make the same available to CITY on a daily basis, CITY may deduct and retain the sum of one hundred dollars (\$100.00) each day the inventory is not completed and made available.
 - If CONTRACTOR fails to deposit the receipts within one (1) business day of their collection, CITY may deduct and retain the sum of two hundred dollars (\$200.00) for each late day. (This shall not preclude CITY from being able to institute and maintain an action

for the collection of the actual receipts in the event CONTRACTOR fails to deposit the same).

- If CONTRACTOR fails to clean the Garages to the required standard (as determined by CITY in its sole discretion) and CONTRACTOR fails to immediately correct the deficiency to CITY's satisfaction after being so notified, CITY may complete or cause another to complete the work and may deduct and retain the same of one hundred fifty dollars (\$150.00) per hour.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined. The CITY will not withhold payment of any uncontested portion of CONTRACTOR's invoices.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY

shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

- (f) CITY shall remit payment to CONTRACTOR within thirty (30) days of the date of a CONTRACTOR's invoice, provided such invoice conforms to all of the requirements set forth in this Section 5.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records. CONTRACTOR shall maintain and retain all documents, books, papers, photographs, maps, sound recordings or other materials, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals, for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records as set forth more fully in an attachment to this Contract, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

Sec. 14. Affirmative Action. CONTRACTOR shall establish and maintain for the term of this Contract an Affirmative Action Program in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those Sections, and any additions or amendments thereto. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation or gender identity in a manner prohibited by Chapter 38 of City's Code. CITY has the right to take action as directed by City's Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 38 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance. CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Attention: Cedric Rowan
Telephone: (816) 513-1592
Facsimile: (816) 513-1156

With copies to: Galen Beaufort, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 28th Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3147

If to the CONTRACTOR: Standard Parking Corporation
911 Main Street, Suite 700
Kansas City, MO 64105
Attention: Kevin Rowald, Vice President/Regional Manager
Telephone: (816) 777-0561
Fax: (816) 777-3988

With copies to: Standard Parking Corporation
900 North Michigan Avenue
Suite 1600
Chicago, Illinois 60611
Attention: Legal Department
Telephone: (312) 274-2000
Fax: (312) 640-6162

Sec. 18. General Indemnification.

- (a) For purposes of this Section 18 only, the following terms shall have the meanings listed:
 - 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.

2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
 - (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
 - (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
 1. Commercial General Liability Insurance Policy: with limits of \$2,000,000 per occurrence and \$8,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$8,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

The foregoing aggregate liability limits may be met through a combination of primary and excess insurance policies.

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
 4. Garagekeeper's legal liability insurance (if applicable) insuring any and all automobiles that are parked by CONTRACTOR'S attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.
 5. Comprehensive crime insurance including employee theft, premise transit and depositor's forgery coverage, with limits of liability as to any given occurrence of \$50,000 for monies and securities inside and outside the Garages, and \$1,000,000 on account of any employee dishonesty.
 6. Umbrella liability insurance with an annual aggregate limit of not less than \$50,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, KC Live, LLC, President Hotel, LC and H&R Block Services, Inc. will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY, KC Live, LLC, President Hotel, LC or H&R Block, Inc. pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignment and Subcontracting. CONTRACTOR shall not subcontract, assign or transfer any part or all of CONTRACTOR's obligations or interests without CITY's prior approval. If CONTRACTOR shall subcontract, assign, or transfer any part of CONTRACTOR's interests or obligations under this Contract without the prior approval of CITY, it shall constitute a material breach of this Contract.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or directly related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Sections 38-84 through 38-100.8 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its contractor utilization plan, which is attached to this Contract. If CONTRACTOR fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Human Relations Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at http://www.dhs.gov/xprevprot/programs/qc_1185221678150.shtm. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Standard Parking Corporation

By: _____

Title: Executive Vice President

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

General Overview of Services

Throughout the term of the Contract, Parking Operator shall operate the Garages (Blocks 110, 124, 125 and 126) for the parking of motor vehicles and for no other purposes whatsoever, and shall conduct such business in a first-class and reputable manner consistent with parking industry standards. Parking Operator acknowledges that the paramount focus of the operation of the Garages shall be on service and customer relations rather than the generation of income. To that end, Parking Operator shall operate the Garages consistent with the philosophy that enhances the customer's parking experience and any dispute with any customer shall be resolved accordingly.

No other service, sale of merchandise, solicitation or other activities, whether or not a fee is exacted, or a payment is being made, for such service, sale of merchandise, solicitation or other activities shall be undertaken by Parking Operator or permitted by Parking Operator to be undertaken by others without the prior written approval of City, which approval may be conditional and subject to revocation.

The enumeration herein of Parking Operator's duties and obligations shall not be construed as limiting Parking Operator's obligations as set forth elsewhere within this Contract and incorporated documents. City is a party to various agreements (which documents have been incorporated) relating to the use and operation of the Garages. Notwithstanding anything herein to the contrary, Parking Operator's services shall, in all respects, be conducted in accordance with and subject to the terms and conditions of those agreements as they relate to each of the Garages, and Parking Operator shall not take any action that would result in City's violating the terms and conditions of those agreements. Parking

Operator acknowledges that KC Live, LLC, H&R Block Services, Inc. and President Hotel, LC have certain rights with regards to the operation of the Garages, that consent to take or refrain from taking certain actions may require their approval, in addition to that of City from time-to-time, and that they possess certain rights to receive and review operating and financial reports and to audit Parking Operator's records with respect to the Garages.

General Duties

Parking Operator shall generally follow all operating directives and instructions of City's Parking Administrator and, in addition (but without limitation), Parking Operator shall:

- Obtain all applicable permits, licenses and inspections necessary and incidental to the operation of the Garages and the performance of the Contract;
- Comply with all applicable federal, state and local governmental laws and regulations pertaining to the operation of the Garages and the performance of the Contract, and provide proof of compliance to City if requested;
- Provide appropriate levels of management for the Garages, including a competent on-site supervisor whose duties are limited to the Garages. Management must be responsive to day-to-day Garage operational needs and Manager shall be "on-call" to the City at all times;
- Provide competent and well trained staff during all operating hours and for downtown events at sporting arenas and cultural institutions as required by City. The staffing levels shall be consistent with industry standards for the operation of a fully-staffed facility;
- Assure that employees having routine direct contact with parking patrons (where either or both verbal or written communication skills are required) including, without limitation, all cashiers, supervisors and managers, are able to fluently speak, write, and comprehend the English language;
- Ensure that if any of the Garages reaches capacity, appropriate measures are taken to provide customer assistance in finding additional parking;
- Maintain a continuing employee training program to include customer service training as to insure maximum efficiency of performance and to insure the safety of all persons in the Garages;
- Check all elevators in the Garages daily to ensure they are clean and in good operating condition;
- Keep the Garages free from accumulation of waste materials, stored materials, snow, ice, grease and oil from vehicles and rubbish;
- Collect in a timely manner all parking fees and other revenue generated as a result of the operation of the Garages and deposit on a daily basis all parking fees and other revenue generated in an account designated by the City, and, where necessary, prepare and transmit invoices, and collect all parking fees and other revenue;
- Parking Operator will perform due diligence with regard to key card management for any key cards issued to the operator from the City. Parking Operator shall charge appropriate replacement cost for all lost or damaged key cards consistent with industry standards. When additional access card inventory is needed, Parking Operator will advise the City in advance;

- Require all employees, while on duty, to be well groomed, wear a uniform, and display the required identification badge containing a current photo of such employee at all times;
- Provide a clear audit trail of all transactions, both revenue and expenses, and of all hiring of employees and customer service issues;
- Be able to communicate with the City's Parking Administrator via internet e-mail and facsimile; attend meetings with the City's Parking Administrator or his representative to discuss the operation of the Garages; and monitor the Garages nightly conducting license inventory to identify any abandoned or illegally parked vehicles and report same to the City's Parking Administrator;
- Use its best efforts to operate the Garages in a manner to promote the highest quality of service and to maximize revenue while controlling (and where possible, reducing) operating expenses;
- Perform, or cause to be performed, routine criminal background and driving record checks, and pre-employment drug and alcohol screening, of all potential employees assigned to the Garages;
- Upon request supply the City's Parking Administrator with employee identification information for each employee assigned to the Garage and a current photo of each employee;
- The City reserves the right to request the removal and replacement of any employee by Parking Operator assigned to the Garages at any time, which request shall not be made unlawfully. Parking Operator may, at its discretion, elect to transfer such employee to an alternative business location of Parking Operator or terminate employment dependent upon the circumstances: transfer location shall not be a City property;
- Perform, or cause to be performed, mandatory drug and alcohol screening on any employee involved in any incident or accident causing injury to patron or employee, damage to the facility or equipment, or deemed to be illegal or criminal activity by law enforcement; and
- Upon request provide job descriptions including all duties and requirements of individual staff positions.

Consultations with District and tenants

- Parking Operator shall coordinate garage walk-throughs with H&R Block, The President Hotel, Cosentino's, and KC Live on a bi-monthly basis. City staff shall be invited but need not be present to conduct such walk-throughs.
- Parking Operator will meet with representatives of H&R Block, the President Hotel, Cosentino's and KC Live, upon request, to discuss any operational and maintenance concerns related to the Garages. City staff shall be invited but need not be present for Parking Operator to participate in such meetings.
- Parking Operator shall provide contact information, including both office and cell phone numbers, to H&R Block, The President Hotel, Cosentino's, and KC Live for all managers and supervisors associated with the operation of the Garages.
- Parking Operator shall develop customer service training consistent with the Kansas City Power & Light District's customer service standards.

- Parking Operator shall disseminate information (including flyers, handouts and Q&A materials regarding Power & Light District retail and attractions) provided by KC Live for the promotion of Kansas City Power & Light District functions and events, provided such distribution does not necessitate additional staffing.
- Parking Operator shall work collaboratively with KC Live to make minor adjustments to signage within the Garages provided however that any signage changes shall be subject to consent of City.
- Parking Operator shall participate in a “secret shopper” program with a company to be mutually selected by City and KC Live.

Garage Floor Areas- Entrance and Exit Ramps

- Parking Operator shall conduct sweeping, mopping, vacuuming and general floor cleaning and maintenance on a weekly basis.
- Safety warning signs, “wet floor” signs, etc. will be set up in areas where cleaning and/or wet floor conditions may be a hazard.
- No dirt or debris will be left in corners, behind curbs, beneath parked vehicles, or inlets. Gum and other foreign matter will be removed during the policing and cleaning process. Observable dirt and other hard to reach areas will be picked up, swept by hand or vacuumed.

Operation of the Garage

- Parking Operator shall operate the Garages in a first-class manner as specified herein so as to provide efficient and well-managed off-street parking services to the general public. Parking Operator shall operate the Garages so as to maintain a positive public perception of safety and quality in order to encourage usage and repeat business.
- Parking Operator shall operate the Garages in compliance with all applicable Federal, state and municipal laws, rules or regulations.
- Parking Operator shall not permit or cause any lien or encumbrance to be placed against the Garages.
- Parking Operator shall maintain sufficient operating personnel to service parkers at the Garages and to monitor the mechanical and electrical systems.
- Parking Operator shall provide all personnel, and assure that such personnel will be properly trained and supervised.
- Parking Operator shall monitor parking equipment to ensure satisfactory operation of mechanical equipment such as ticket dispensing machines, signs, traffic control and revenue control devices.
- Parking Operator shall use its best efforts to promptly repair any gate arm equipment malfunction and to monitor all other automated equipment.
- Parking Operator shall operate the Garages in a manner consistent with satisfying as efficiently as possible the parking demands of downtown events at sporting arenas and cultural institutions.

- Parking Operator shall utilize parking tickets in an approved form and content, which may include periodic changes to announce events as deemed appropriate by the City.
- The Garages shall operate twenty-four (24) hours daily and three hundred sixty five (365) days annually.

Parking Validation Program

- Parking Operator shall conduct parking validation programs in the Garages in the manner prescribed and in compliance with the 10th Amendment of the Master Development Agreement (which document has been incorporated herein), unless and until that 10th Amendment is superseded. Parking Operator acknowledges that City and KC Live, LLC may modify such parking validation program from time-to-time, subject to and in the manner prescribed by their agreements. Should the parking validation program be modified and the 10th amendment superseded, City shall provide Parking Operator with the new terms of the parking validation program and Parking Operator shall implement the same. Parking Operator shall prepare and maintain accurate and complete records for such parking validation program and identify the revenue collected from validated parking tickets.

Impermissible Conduct

- In no event may Parking Operator enter into agreements by which any spaces are reserved or set aside for the use of one or more parkers without prior written approval, except in the use of designated ADA accessible reserved parking spaces, the location, quantity and type of which shall be in accordance with all applicable laws.
- In no event may Parking Operator enter into agreements by which spaces are committed (whether or not reserved or set aside) for the use of one or more parkers without prior written approval.
- In no event may Parking Operator vary from the approved schedule of rates, hourly, daily, weekly or monthly without prior written approval.
- In no event may Parking Operator allow the use of parking spaces for non-parking purposes without prior written approval.

Minor Emergency Repairs to Patron Vehicles

- Parking Operator shall assist all parking patrons who encounter mechanical difficulty or flat tires to obtain sufficient repairs to enable them to depart from the Garages, but such repair or aid shall not be offered as a service of the Garages without prior written approval. Whenever aid is requested, Parking Operator shall assist the parking patron in obtaining such aid from any person or entity designated by the parking patron and Parking Operator shall obtain a waiver from such parking patron releasing all others from any liability for such repairs. Such waiver shall be in a form acceptable to City.
- No repairs or work of any vehicle beyond that necessary to make it possible to remove the vehicle from the Garage shall be permitted without the prior written approval of City's Parking Administrator.

Signs

- Parking Operator shall not install any signs, advertising devices, window or door lettering, or placards, without the prior written approval of City's Parking Administrator. Any signs that are visible to patrons of the Garages must be typed and professional in appearance (no hand-written signs even for temporary signs). Parking Operator shall prohibit the display or distribution of any advertising matter such as handbills, promotions,

flyers on or in the Garages without prior written approval of City's Parking Administrator.

Maintenance and Repairs – City Responsibility

- City shall be responsible for all capital repairs, or replacements of a structural nature, including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, repairs to the walls and floors of the Garages, and maintenance of the ventilation system, overhead doors, elevators, and window washing, except for those capital repairs or replacements necessitated by the negligent or willful acts of Parking Operator and its employees. If Parking Operator becomes aware of any condition, such as leaking, cracking or settlement, indicating that structural maintenance or repairs of a preventative nature would be advisable, Parking Operator shall promptly notify City of such condition.
- Any provisions in the contract to the contrary notwithstanding, City shall have the absolute right to make any repairs, alterations, and additions to the Garages or any structure of the Garages, free from any and all liabilities to Parking Operator, or damages of any nature whatsoever to Parking Operator occasioned during the making of such repairs, alterations, and additions.

Maintenance and Repairs – Parking Operator's Responsibility

- Parking Operator shall provide ordinary and necessary maintenance appropriate for the Garages in accordance with prescribed guidelines and as further directed by City's Parking Administrator.
- Parking Operator agrees to use reasonable diligence in the care and protection of the Garages during the term of the contract and to surrender the Garages at the termination of the contract in as good condition as received, ordinary wear and tear excepted.
- Subject to the terms and conditions of the contract, Parking Operator will operate and maintain the Garages in first-class condition, including, but not limited to, the following:
 - i. Operator will perform monthly hazard evaluation checklists of the Garages consistent with industry standards. Operator will perform a walk-thru of the Garages with city staff on a monthly basis or as needed;
 - ii. Sufficient sweeping, cleaning or washing to keep the Garages clean and free of dirt, debris, and obstructions to pedestrian or vehicular passage. The Garages shall be cleaned and ready for patrons each day;
 - iii. Keeping the Garage free of accumulated snow, ice or water; provided, however, no chemicals shall be utilized by Parking Operator for snow and ice removal that would cause any warranties relating to the structure of the Garages to be violated; and, further, provided, however, that no chemicals shall be utilized by Parking Operator for snow and ice removal that are known to cause concrete to deteriorate. A list of approved chemicals shall be provided to Parking Operator by the City. In addition, the City shall provide guidance to Parking Operator on approved methods to remove snow from the roof of the Garage;
 - iv. Repairing all equipment such as gate arms and mechanical systems and machinery so that all systems of the Garages are at all times in good working order;
 - v. Report to City's Parking Administrator or designated representative any lighting issues that may arise. Ensure that lighting is adequate at all times and in all parts of the Garages, that satisfies the standards for lighting of public automobile parking garages as, from time to time, are jointly promulgated by the National Parking Association and the National Illuminating Engineering Society and Maintenance of all light fixtures;
 - vi. Refrain from the unsafe or illegal storage of any dangerous, controlled or

hazardous material of any kind anywhere at the Garages;

- vii. Trash removal; and
- viii. Periodic repainting of parking stall striping, zone marking and traffic control marking.

During the term of the contract Parking Operator shall not make any additions, alterations or modifications to the Garages without first obtaining the written approval of City's Parking Administrator. Parking Operator shall retain no interest in such additions, alterations, or modifications, and the same shall remain a part of the Garages upon the expiration or sooner termination of the contract, unless such interest is specifically granted in writing to Parking Operator by City; provided, however, that nothing in this shall require Parking Operator to make any capital repair or improvement.

Other Facilities and Equipment

Parking Operator shall purchase and maintain such hand tools, supplies and expendable equipment as shall be necessary for the efficient operation of the Garages.

Replacement of Equipment

Parking Operator shall report the existence of damaged or non-operational equipment which cannot be repaired to the City. City shall determine whether to appropriate additional funds for the replacement of any such equipment, provided however that any replacement necessitated by the negligent or willful omissions or acts of the Parking Operator shall be replaced by Parking Operator at Parking Operator's sole expense. Parking Operator will notify the City of any replacements made within 24 hours. The title of any equipment purchased as a replacement for City equipment shall rest with the City.

Equipment Inventory

At the commencement of this Contract, City's Parking Administrator and Parking Operator will inventory all equipment. Inventory will be reconciled upon termination of Contract. Parking Operator shall reimburse City for the full and complete replacement costs for all missing or damaged items.

Budget

- Annual renewal fees, if City exercises its renewal option(s), shall not exceed:
 - FY 2011 – 2012 \$757,700.00
 - FY 2012 – 2013 \$780,043.00
 - FY 2013 – 2014 \$803,842.00

Annually on or before January 1 of each year, Parking Operator shall provide City an itemized list of expenses that it recommends be included within the City's upcoming fiscal year's budget for each of the Garages. Such list shall include any capital repairs or improvements that Parking Operator reasonably anticipates may need to be completed. The list shall not be used to request additional funding for any item for which Parking Operator is already obligated to perform/provide as part of its compensation.

Reporting

Parking Operator will provide reports consistent with standard industry practices. Parking Operator will also make necessary adjustments to the reports from time to time as requested. The reports will be

professional, comprehensive and integrated. The reports will be forwarded to the City's Parking Administrator and its designees. Reports shall be submitted daily, weekly, monthly, annually and periodically as set forth herein.

A. Daily. The following reports shall be provided on a daily basis:

- i. Verified daily deposit slips reflecting the bank deposit made by Parking Operator and a summary report stating the full identification of revenue type and amount of each deposit (by 3:00 p.m. each day).

B. Weekly. The following reports shall be provided on a weekly basis:

- i. Daily revenue reports;
- ii. Cashier reports supported by computer tapes or cash register tapes and journal tapes with explanations of any overages/shortages;
- iii. Overages and shortages;
- iv. Transaction exception reports and unaccounted ticket inventory reports;
- v. Daily night inventory/layover sheets, supported by on-line garage capacity count system reports printed at the time the night inventory is physically reported;
- vi. Garage utilization reports for all types of parkers, including detailed transient, monthlies, validation and other transactions, by twenty-four (24) hour period;
- vii. All reports necessary or desirable for the operation of parking validation programs conducted in the Garages.

C. Monthly. The following reports shall be provided on a monthly basis, by the 15th day of the month:

- i. Monthly and year-to-date cumulative summary of income, expenses and net operating revenues. Reports will reflect actual income/expense figures vs. budget figures, per line item;
- ii. Total operating expenses and all reimbursable expenses incurred and, if requested, invoice and backup information for any other operating expenses;
- iii. Non-audited operating statement of income, disbursements, and working capital balance;
- iv. Garage maintenance inspection and condition reports;
- v. Full ticket summary;
- vi. Current period accounts payable and accounts receivable, together with aging reports for each.

D. Annually. The following reports shall be provided annually:

- i. Operating budget (to be provided by January 1);
- ii. Financial statement prepared by a CPA or, if approved, certified by Parking Operator (to be provide by June 30 of each year).

E. As needed. The following reports shall be provided as requested:

- i. Reports on such other matters as may be reasonably required, which reports shall be remitted within thirty (30) days following the request;

- ii. Reports on damage, flood, fire, breakage, theft, vandalism, equipment downtime, injuries, or any other non-routine matter (no later than seventy-two (72) hours following the incident);
- iii. Employee rosters for the Garages, personnel time and payroll records;
- iv. Recommendations to improve or enhance services and/or revenues.

On a quarterly basis, Parking Operator shall provide a rate survey of the area within a ten (10) block radius of the Garages, together with Parking Operator's recommendation on rate adjustments.

City reserves the right to require that Parking Operator alter and/or change the content and format of the reports required to be submitted by Parking Operator.

Audits

Third-Party Audit. Operator shall, at its own expense, hire a third party to audit the books and records of the Facility annually. A copy of the audit will be forwarded to the City Administrator within ninety (90) days of the end of each contract period. The audit shall determine the following:

- Gross Receipts due City.
- Total Gross Receipts deposited in City's Account.
- The difference between the fees deposited and fees due as determined from the total value of tickets issued.
- The amount, if any, due to City or due to Operator.
- Such other information as may be required by accounting standard practice or by the Facility Manager to certify that Operator is maintaining accurate and complete records and to verify that the terms and conditions of this Agreement are being fulfilled.

In addition to the aforementioned third party independent audit, at any time during business hours and as often as City Parties deem necessary, upon three (3) days written notice to Parking Operator, there shall be made available for examination Parking Operator's records with respect to Parking Operator's services under the Contract. Parking Operator shall permit City Parties and City Parties respective designee, to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of all data relating to matters covered by the Contract.

In the event that such an audit shows a material discrepancy from the monthly statement and after Parking Operator has been given an opportunity to present any information it believes pertinent, Parking Operator shall pay for such audit, without reimbursement, and be responsible for any material discrepancies discovered within the audit.

For the purpose of this contract, a "material discrepancy" shall mean a three percent (3%) or greater annual or annualized understatement/overstatement of total Revenues or total Expenses for any fiscal year or any month thereof.

Parking Operator shall permit City Administrator, or City Parties' and respective designee, to conduct random unannounced field audits of cashiering activity in the garage, provided that said field audits are conducted in the presence of a member of Parking Operator's management staff. Parking Operator will cooperate with City Administrator in conducting such field audits.

Transfer and Payment of Monies

Parking Operator agrees that all receipts from each of the Garages will be collected and deposited daily in the name of the City with the bank and account number as designated by the City. Parking Operator shall obtain and file daily with the City a receipted deposit slip for each transaction.

Miscellaneous Provisions Applicable to Parking Operator

Parking Operator agrees to develop a "Facility Procedures Manual" within ninety (90) days following commencement of this Contract. A copy of the Manual will be available to Parking Operator's employees and the City at all times. In addition to daily operational guidance the manual must include emergency procedures for responding to fires, accidents, medical emergencies, robberies, bomb threats, and other natural or man-made emergencies.

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