

STANDARD CITY CONTRACT

PIGGYBACK CONTRACT FOR PRODUCTS AND SERVICES – THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EVP3425

TITLE/DESCRIPTION: PARKING, TRANSPORTATION, AND MOBILITY SERVICES

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“CITY”), and **Laz Parking Midwest, LLC**. (“CONTRACTOR”).

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR’s Contract with Region 14 Education Service Center #05-61 (“the Primary Contract”) that is attached hereto and incorporated into this Contract; and
- (c) 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.”

Attachment A: Scope of Work

Attachment B: Rate Chart

Attachment C: REGION 14 EDUCATION SERVICE CENTER CONTRACT #05-61

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

- (a) **Initial Term.** The initial term of this Contract shall begin on **xx 2024** and shall end on **xx, 2025**. 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.
- (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 for up to five (5) additional one (1) year terms.
- (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.

Sec. 3. Compensation.

- (a) 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.
- (b) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly, in arrears. Any additional items available for purchase under the Omnia Partner's contract, will be billed monthly, in arrears. CITY has a prompt pay policy.
- (c) CITY shall pay CONTRACTOR on the following basis: CONTRACTOR will bill per the rate chart in Attachment B for actual usage of man-hours per month. Any other items available for purchase under the Omnia Partner's contract, can be approved by the City on a case-by-case basis.

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.

- (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 Civil Rights and Equal Opportunity 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.

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 sixty (60) 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.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records 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, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 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. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, 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
Attn: Darrell Everette, CPSM, MBA, CJP
 Chief Procurement Officer
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Telephone: (816) 513-0798
Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
 City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: LAZ Parking Midwest, LLC
One Financial Plaza, 14th Floor
Hartford, CT 06103
Attn: Legal Department
Telephone (860) 522-7641

Sec. 18. General Indemnification.

- (a) For purposes of this Section 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 \$1,000,000 per occurrence and \$2,000,000 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 \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
 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. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (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 Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, 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 A-, 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 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 for services that are comparable to those set forth in this Agreement.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

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 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. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to

comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan. 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 <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. 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.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly

packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 45. Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 46. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 47. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 48. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 49. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for

employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled 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. 50. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 51. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

CONTRACTOR

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

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Attachment A: Scope of Work

1. Services to be performed

General Overview of Services

Operate City-owned and managed parking facilities, which can include surface lots, garages, and City Right of Way as approved through the City's annual funding process in a first-class and reputable manner consistent with parking industry standards.

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 operator or permitted 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 duties and obligations shall not be construed as limiting the obligations as set forth elsewhere within this scope 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, 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 no action that would result in City's violating the terms and conditions of those agreements.

General Duties

Generally, follow all operating directives and instructions of City's Parking Administrator and in addition

Operator will complete and/or adhere to the following:

1. Obtain all applicable permits, licenses and inspections necessary and incidental to the operation of the garages and the performance of the Contract.
2. 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.
3. Provide appropriate levels of management and staffing for the Garages, including a competent on-site manager for garages. Management must be responsive to day-to-day Garages operational needs and Manager shall be "on-call" to the City at all times.
4. Provide full-time staff assigned during daytime hours to assist with customer issues for Auditorium Plaza Garage and Arts District Garage, this trained person will be on-site and respond to patrons needs.

5. Provide competent and well-trained staff during all appropriate operating hours and for events as required by operational tempo and garage uses. The staffing levels shall be consistent with individual operational needs for the garages.
6. Provide staffing plans for each garage including position, estimated hours and payroll which must be approved by the City.
7. Assure that employees having routine direct contact with parking patrons (either verbally and/or written) are able to fluently speak, write, and comprehend the English language. This includes, without limitation, all cashiers, supervisors and managers,
8. Ensure that if any of the Garages reaches capacity appropriate measures are taken to provide customer assistance in finding additional parking to include greeting patrons at the entry points and directing them to open parking. On occasion coordination with non-municipal parking garages must occur to effectively support patron parking needs.
9. Maintain a continuing employee training program to include knowledge of Garages PARCS and customer service training as to ensure maximum efficiency of performance.
10. Assume responsibility as primary contact for Garages PARCS and facilitate a systems maintenance program.
11. Check all elevators in the garages daily in the morning to ensure they are clean and in good operating condition. If not operational report to maintenance team immediately and place typed large font "Temporary Out of Service" signs on them.
12. Keep the garages free from accumulation of waste materials, stored materials, snow, ice, water, standing water, grease and oil from vehicles and rubbish and post warning signs where appropriate.
13. Collect in a timely manner all Special Event and Transient 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.
14. Collect parking revenue from Monthly parkers and deposit revenue generated in an account through its internet-based system and shall deposit these funds into an OPERATOR account designated by the City, and, where necessary, prepare and transmit invoices.
15. Will perform due diligence with regard to access control for all garages to include audit of access devices which will be reported with monthly Profit & Loss statements.
16. Charge set up fee and appropriate replacement cost for lost or damaged access devices consistent with industry standards and advise the City in advance when additional access devices are needed and provide access device audits monthly to accompany P&L Statements.
17. Require all employees, while on duty, to be well groomed, to wear the prescribed uniform and ensure the uniform is being worn properly.

18. Provide a clear audit trail of all transactions, both revenue and expenses.
19. Attend parking related meetings at the direction of City staff.
20. Ensure appropriate staff is available to address garage issues 24 hours per day, 365 days per year.
21. Monitor the Garages daily conducting license inventory to identify any abandoned or illegally parked vehicles and report same to the City.
22. 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.
23. 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.
24. Upon request supply the City with employee identification information for each employee assigned to the Garages and a current photo of each employee.
25. The City reserves the right to request the removal and replacement of any employee assigned to the Garages at any time.
26. Provide job descriptions including all duties and requirements of individual staff positions and complete staffing plans for each facility which will be included in this contract and the Standard Operations Facilities Procedures manual which will be delivered to the City within 60 days of operation.
27. Implement a customer service survey program that shall be mutually agreed upon by Operator and the City. Operator shall survey parking patrons to help measure service levels and patron satisfaction in the Garages at least annually.
28. Participate in a "secret shopper" program with a company to be mutually selected by City and provide results to the City. The Garages will be shopped monthly.

Consultations with District Clients and Tenants - Operator will complete and/or adhere to the following:

1. Schedule and perform garage walk-throughs and maintain checklists to be turned in with the monthly profit and loss reports. Designated City staff and clients shall be invited but need not be present to conduct walk-throughs.
2. Meet with client representatives of garages upon request, to discuss any operational and maintenance concerns related to the Garages. City staff shall be invited but need not be present for to participate in such meetings.
3. Provide contact information to clients including both office and cell phone numbers for key staff associated with the operation of the garages and update as needed.
4. Respond to client and tenant concerns and inquires within 24 hours

5. Work collaboratively to make minor adjustments to signage within the garages provided however that any signage changes shall be subject to consent of City
6. Develop valet operations plans to support the Convention Center events and Kauffman Center for Performing Arts Center events.

Garages Floor Areas- Entrance and Exit Ramps - Operator will complete and/or adhere to the following:

1. Conduct sweeping, mopping, vacuuming and general floor cleaning and maintenance as needed.
2. Remove snow and ice, water and standing water from entry and exit points extending to the street curb as needed.
3. Remove snow and ice from sidewalks, on and around parameter of garages.
4. Safety warning signs, "wet floor" signs, etc. will be set up in areas where cleaning and/or wet floor or slippery floor conditions may be a hazard.
5. 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 Garages- Operator will complete and/or adhere to the following:

1. 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 and to maintain a positive public perception of safety and quality in order to encourage usage and repeat business.
2. Operate the Garages in compliance with all applicable Federal, state and municipal laws, rules or regulations.
3. Not permit or cause any lien or encumbrance to be placed against the Garages through any intentional or negligent act or omission.
4. Maintain sufficient operating personnel to provide service parkers at the Garages when needed and ensure PARCS equipment customer service call system is working properly and monitored.
5. Ensure event parking signage is deployed before events begin and removed and placed into appropriate storage after event ends.
6. Monitor parking equipment to ensure satisfactory operation of mechanical equipment such as ticket dispensing machines, signs, traffic control and revenue control devices and pull tickets daily.
7. Responsible for housekeeping and operator maintenance and lead participation in facilities maintenance program.
8. Use its best efforts to promptly repair any gate arm equipment malfunction and to monitor all other

automated equipment.

9. Utilize parking tickets in an approved form and content, which may include periodic changes as deemed appropriate by the City and Developer.
10. Ensure garages are available for parking and operational twenty-four (24) hours daily and three hundred sixty-five (365) days annually.
11. Must shall schedule off-duty police security or armed security in accordance with agreed upon staffing levels and instruct security to complete incident reports for all incidents that occur while they are working. Garage management will complete incident reports when they occur when security is not working. Copies of all incident reports must be turned into Parking Services and City Security.
12. Ensure staff are assigned to respond to PARCS service related items in the garages overnight.

Impermissible Conduct - Operator understands the following:

1. In no event will 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.
2. In no event will 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.
3. In no event will Operator vary from the approved schedule of rates, hourly, daily, weekly or monthly without prior written approval.
4. In no event will Operator allow the use of parking spaces for non-parking purposes without prior written approval.

Minor Emergency Repairs to Patron Vehicles - Operator will complete and/or adhere to the following:

1. Assist all garage patrons who encounter mechanical difficulty or flat tires and help them obtain sufficient repairs to enable them to depart from the Garages.
2. Such repair or aid shall not be offered as a service of the Garages without prior written approval.
3. Operator shall assist the parking patron in obtaining such aid from any person or entity designated by the parking patron.
4. 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.
5. No repairs or work of any vehicle beyond that necessary to make it possible to remove the vehicle from the Garages shall be permitted without the prior written approval of City's Parking Administrator.

Parking Market & Garage Utilization: Operator will complete and/or adhere to the following:

1. Provide a quarterly rate survey to the City for public parking including the Central Business District, Crossroads and River Market or other areas as requested or directed by the City.
2. Advise the City quarterly on parking utilization opportunities for all garages.
3. Develop a marketing plan to maximize utilization of parking spaces.
4. Monitor municipal spaces counts daily to ensure they are accurate.
5. Make recommendations to the City regarding the use of parking aggregators and manage multiple parking aggregators to sell parking in all garages.

Signs and Displays, Operator will complete and/or adhere to the following:

1. Not install any signs, advertising devices, window or door lettering, or placards, without the prior written approval of City.
2. Ensure all new signs must ParkKC brand/logo
3. Ensure displays for municipal spaces counts are accurate.
4. Ensure signs that are visible to patrons must be typed and professional in appearance (no hand-written signs even for temporary signs)
5. Prohibit the display or distribution of any advertising matter such as handbills, promotions, flyers on or in the Garages without prior written approval
6. Make recommendations for signage that will assist in the marketing and operation of the Garages

Maintenance and Repairs – City Responsibility

1. City shall be responsible for all capital repairs, or replacements of a structural or mechanical 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 Operator and its employees. When 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, Operator shall promptly notify the maintenance team, and P1 Group and City of such condition.
2. City shall be responsible, at its sole costs and expense, for the maintenance, repair and replacement

of the following: PARCS including intercoms, exit verifiers, ticket dispensers, tickets, gates, gate arms, pay-on-foot machines and cameras, elevators, fire control systems, all light fixtures and bulbs, drains and water leaks, and any costs associated with maintaining Payment Card Industry compliance as applicable for any parking equipment within the Garages.

3. 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 Operator, or damages of any nature whatsoever to Operator occasioned during the making of such repairs, alterations, and additions.

Repairs & Maintenance – Operator will complete and/or adhere to the following:

1. Operator will participate in the management and oversight for a facilities maintenance program that includes annual and periodic repairs and maintenance.
2. Provide ordinary and necessary housekeeping maintenance appropriate for the Garages in accordance with prescribed guidelines as directed by City.
3. Track the equipment maintenance program for the Garages PARCS consistent with manufacturer recommendations.
4. Use reasonable diligence in the care and protection of the Garages during the term of the contract and assigned office spaces.
5. Operator management will perform monthly garage inspections for all garages and submit repairs & maintenance evaluation checklists submitted with the P&L Statements.
6. Ensure sufficient sweeping, cleaning or washing to keep the Garages clean and free of dirt, debris, and obstructions to pedestrian or vehicular passage performed early hours before daily parkers begin to arrive.
7. Operator will make provisions for cleaning garages after special events to ensure trash is picked up and removed as needed before the next event or business day
8. Perform semi-annual pressure washing of all Garages spaces and spot pressure washing of parking spaces as needed and provide calendar for pressure washing prior to each contract renewal.
9. Keep the Garages free of accumulated snow, ice, and standing water; provided, however, no chemicals shall be utilized for snow and ice melting/removal that would cause concrete to deteriorate.
10. Repair gate arms so that they are at all times in good working order.
11. 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.
12. Refrain from the unsafe or illegal storage of any dangerous, controlled or hazardous material of any kind anywhere at the Garages.
13. Ensure all trash and debris is removed from the garages at all times.
14. Perform annual repainting of all parking stall striping, zone marking and traffic control marking,

semi-annual painting of islands and bollards and periodic spot painting of those items as needed.

15. Must take appropriate care when removing snow to include appropriate ice melt, rubber blades in garages to protect floors where appropriate and special care on garage roofs. A snow removal plan submitted with proposal.
16. Not make any additions, alterations or modifications to the garages without first obtaining approval from the City

Other Facilities and Equipment, Operator will complete and/or adhere to the following:

1. Purchase and maintain such hand tools, supplies and expendable equipment as shall be necessary for the efficient operation of the Garages.
2. Operator will notify the City of any needed replacements made within 24 hours.

Equipment Inventory, Operator will complete and/or adhere to the following:

1. At the commencement of this Contract, City's Parking Administrator and Operator will inventory all equipment. Inventory will be reconciled upon termination of Contract.
2. Operator shall reimburse City for the full and complete replacement costs for all missing or damaged items, provided, the loss of or damage to the items was due to the misconduct or negligence of Operator.

Reporting, Operator will complete and/or adhere to the following:

1. Daily revenue reports for each garage including deposit slips reflecting the bank deposit made by Operator and summary reports for each garage stating the full identification of revenue type and amount of each deposit
2. Inventory/layover reports supported by on-line Garages capacity count system reports printed at the time the night inventory is physically reported
3. 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
4. Total operating expenses and any reimbursable expenses incurred that have been approved in writing and, if requested, invoice and backup information for any other operating expenses;
5. Full ticket summary; Garages utilization reports for all types of parkers, including detailed transient, monthlies, validation and other transactions.
6. Current period accounts payable and accounts receivable, together with aging reports for each.

7. Reports on such other matters as may be reasonably required, which reports shall be remitted within thirty (30) days following the request;
8. 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);
9. Employee rosters for the Garages, personnel time and payroll records;

Budgets - Operator will complete and/or adhere to the following:

1. Operator shall provide City an itemized list of expenses that it recommends be included within the City's upcoming fiscal year budget May 1st – April 30th annually no later than August 31st.
2. Itemized list shall not include expenses the Operator is already obligated to perform/provide as part of its compensation.
3. Operator shall make revenue recommendations annually no later than August 31st.

Audits - Operator will complete and/or adhere to the following:

1. Operator shall, at its own expense, hire a third party to conduct an annual comprehensive garage audit that includes financial and operational review.
2. A copy of the audit will be forwarded to the City Administrator no-later than April 1st each calendar year

Transfer and Payment of Monies, Operator will complete and/or adhere to the following:

1. Use methods widely accepted in the parking industry to collect or cause to be collected all of the gross receipts from the operation and use of the Garages.
2. The gross receipts collected at each garage shall be deposited individually daily into a bank account designated by City ("City's Depository Account")
3. Operator shall be responsible for reconciliation of credit cards accepted at the Garages. City shall be the merchant of record and shall also be responsible for reconciliation of credit cards accepted at the Parking Facilities with transactions in City's Depository Account
4. Operator shall be provided garage deposit reports to review the City Depository Account information and shall provide exceptions to City showing any and all credit card transactions that do not clear within 72 hours
5. Operator shall reconcile revenue received at the Parking Facilities to bank statements for the City's Depository Account within ten (10) days after the end of each calendar month
6. Operator shall obtain and file daily with the City a receipted deposit slip for each transaction

7. Operator shall also deposit monthly parking revenues into the City's Depository Account within 10 days after the end of each calendar month
8. Operator shall hold and maintain a surety bond in the pre-determined amount to ensure the availability of funds for that which are collected on a monthly basis by the Operator.

Miscellaneous Provisions. Operator will complete and/or adhere to the following:

1. Operator will serve in the capacity as consultant to the City from time to time for parking and mobility related matters.
2. Develop a Standard Operating Procedures (SOP) Manual within ninety (90) days following commencement of this Contract and provide the City with a copy of the manual for each garage in hard copy and electronically.
3. Ensure SOP is made available to garage employees. In addition to daily operational guidance, general schedules, sell-out procedures, etc....
4. SOP must include emergency procedures for responding to garage incidents, fires, accidents, medical emergencies, robberies, bomb threats, and other natural or man-made emergencies.
5. As part of the operating expenses associated with this contract, below is a list of additional expense categories that may be realized throughout the term of the agreement:

ADDITIONAL DAILY OPERATING COSTS*

- Insurance: Garage Keepers Liability (GKL), Vehicle Insurance, Lost Policy Release (LPR)-warranties and maintenance agreements
- Bonds (Performance, Surety, etc.)
- Professional Services (accounting, external certified audit, HR, O365, IT, time clocks, payroll)
- Management Fee (profit and overhead)
- Permit, Licenses, Bank Fees, Credit Card Fees
- Data Storage, Processing, and Reporting Services (Business Intelligence)
- PCI compliance
- Call Center
- Armored car service
- Vehicle Fuel, Maintenance and Repairs
- Travel / Mileage
- Monthly Agreements: Rent, cameras (CAM), facility utilities, facility internet & cell phones
- Handheld / Ticket Writers (Zebras) - Monthly Service Agreement
- Office Supplies- to include postage, mailing, ticket stock, envelopes & safety supplies
- Facility supplies: Uniforms, meter bags, janitorial supplies, lightbulbs, deicer solution, salt spreader
- Misc. Services: Power washing, power sweeping, snow removal, painting, striping
- Repair Services: Electrical, Plumbing, Lighting fixtures, Gate and arm gates, Elevator repairs & maintenance

- Booth repair and removal
- Fire panel and extinguisher
- Garage deck x-ray
- Misc. purchases as directed by owner / agency, as related to parking, transportation and mobility services

* Items above include but are not limited to what are considered daily operating costs and would be reimbursed at cost.

No material and handling fee would be added. All items would be invoiced monthly with substantiated back-up.

ADDITIONAL MATERIAL PROCURMENT *

- Meters / Pay stations
- Meter spare parts
- Signage
- Poles / Hardware
- PARCS Equipment
- Preventative maintenance agreements
- Snow and Ice plows
- Asphalt / Concrete repair
- Handheld / Ticket Writers (Zebras) - purchase
- Cell Phones - purchase
- Vehicle or alternative vehicle Leases / purchase
- LPR Units - purchase
- Subcontract - Specialized Labor
- Computers and Servers
- Office Furniture and Equipment / Systems
- Misc. Procurements (as directed by customer) as related to parking, transportation and mobility services

* Note: Items that fall under the procurement scope would be subject to a material and handling fee not to exceed 5% which will offset the costs associated with the procurement.

Liquidated Damages - Operator understands the following:

1. If 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.
2. Failure to complete the abandoned vehicle inventory and make the same available to CITY on a daily basis, CITY may deduct and retain the sum of one hundred dollars (\$100.) each day the inventory is not completed and/or made available.
3. Failure to deposit the receipts within three (3) business days of their collection, CITY may deduct and retain the sum of two hundred dollars (\$200.) 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)

4. Failure to clean the Garages to the required standard (as determined by CITY in its sole discretion) and failure to correct the deficiency to CITY's satisfaction within twenty-four (24) hours after being so notified, CITY may complete or cause another to complete the work and may deduct and retain the sum of one hundred fifty dollars (\$150.) per hour.
5. Failure to staff at predetermined levels in accordance with staffing plans which will be mutually agreed upon CITY may deduct one hundred dollars (\$100.) per hour or the amount of lost revenue resulting from failure to staff.

Attachment B: Rate Chart

1. 2% annual Omnia Partners national cooperative fee
2. 5% material and handling fee for all consumable hardware purchases
3. Standard 2.5% annual YOY budget increase
4. Below discounted pay rates as per the Omnia contracted rates
 - a. Program Manager - \$71.50
 - b. Assistant PM - \$56.75
 - c. Operations Manager - \$53.00
 - d. Data Analyst - \$52.75
 - e. Parking Enforcement Supervisor - \$44.60
 - f. Meter Technician - \$41.25
 - g. Bookkeeper/Clerk - \$40.82
 - h. PEO II - \$39.80
 - i. PEO I - \$35.00
 - j. Meter Collector - \$34.72
 - k. Cashier/Ambassador - \$27.00

Attachment C: REGION 14 EDUCATION SERVICE CENTER CONTRACT #05-61