



**Item:** Parking Enforcement Contract Renewal

**From:** Planning & Community Development Department

**Initiated By:** Planning & Community Development Department

**Presented By:** Craig Raymond, Director of Planning and Community Development

**Action Requested:** Renew the parking enforcement contract, as amended, with SP Plus Corporation

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**Suggested Motion:**

1. Commissioner moves:

“I move that the City Commission (renew/not renew) the City’s parking enforcement contract, as provided for in the amended contract of January 1, 2014, and with the “Second Amendment” negotiated by staff with SP Plus Corporation.”

2. Mayor requests a second to the motion, Commission discussion, and calls the vote.

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**Staff Recommendation:** Staff recommends that the current parking enforcement contract with SP Plus Corporation be renewed for three years. Staff further recommends that this contract be amended to shift additional responsibility for the coordination of snow removal servicing and contracting to SP Plus Corporation. This shift will streamline management of the parking system and allow the Planning and Community Development Department to more effectively manage its work load.

**Background:** This would be a straightforward request to renew a contract that has worked well for the City. It should be noted that staff and the Parking Advisory Commission (PAC) were tasked with evaluating the overall operations of the downtown parking system. The goal of the review is to look for ways to provide a business model that will ensure adequate funds for improvements, regular maintenance and to enhance the customer experience in the parking system specifically, and downtown in general. While some minor improvements have been implemented to the system to enhance customer experience and cut minor costs, there is much work to be done. It is anticipated that significant changes in operations may occur in the future with the implementation of new methods and technologies. How we approach these changes could have a significant impact on what a parking contract should look like. It is recommended that the contract with SP Plus Corporation be renewed while staff, the PAC and SP Plus Corporation continue to work together to produce a viable business model.

**Fiscal Impact:** The anticipated amount committed by the proposed contract is \$413,689 in Year 1, \$428,168 in Year 2, and \$443,153 in Year 3. These numbers are for the extension of the services originally contracted for in 2014. The City will also reimburse SP Plus Corporation for the actual documented expenses involved in SP Plus Corporation's additional responsibilities defined by the amendment. This will not significantly increase the City's expenditures, as the City has been incurring these expenses all along, or will have had to contract directly for these services or products. What changes with the amendment is the efficiency of parking management for both the City and SP Plus Corporation. The renewed and amended contract will be funded from parking revenues, including parking meter collections, collections from the rental of spaces in the parking garages and surface lots, and parking fines. Projected revenues are projected to be sufficient to fulfill this contract renewal for its three-year term.

**Alternatives:** The Commission could decide not to renew the contract. Parking enforcement, the flow of parking revenues, and the routine maintenance and operation of the parking system would cease on January 1, 2017.

**Attachments/Exhibits:**

- 1) PROPOSED Second Amendment to Parking Enforcement/Services Contract
- 2) Exhibit A- SP Plus tasks
- 3) Exhibit B- Schedule of Operating Expenses
- 4) Exhibit C- Insurance Endorsement
- 5) Original Contract dated January 2011
- 6) First Amendment of Parking Enforcement/Services Contract

## **SECOND AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT**

**THIS SECOND AMENDMENT** of Parking Enforcement / Services Contract (this "Second Amendment) is made and entered in to between the **CITY OF GREAT FALLS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter referred to as "City," and **SP PLUS CORPORATION**, a Delaware Corporation *f/k/a* Standard Parking Corporation, hereinafter referred to as "Contractor."

### RECITALS

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Contract dated January 4, 2011, as amended by a First Amendment of Parking Enforcement / Services Contract dated January 1, 2014 (the "First Amendment") (as so amended, the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **Purpose:** City agrees to extend the Agreement by this reference, which is made a part hereof.

2. **Term of Agreement:** This Second Amendment is effective upon the date of its execution and the Agreement shall be extended through December 31, 2019 (the "Second Extended Term"). The Agreement may be canceled by the City at any time that it is determined that the required services are not being provided by giving the Contractor thirty (30) days prior written notice of cancellation of the Agreement. In addition, either party may cancel the Agreement, without cause, by giving written notice of cancellation at least sixty (60) days prior to June 30 of any given year.

3. **Scope of Work:** Contractor will perform the work and provide the services in accordance with the requirements of the Agreement and according to Exhibit A attached hereto and incorporated herein.

4. **Payment:** City agrees to pay Contractor the total of the following:

a) A fee (the "Management Fee") of \$57,881 during calendar year 2017, which shall be paid in equal monthly installments of \$4,823.41. On January 1, 2018 and each anniversary year thereafter, for so long as the Agreement shall remain in effect (including any

renewal beyond the Second Extended Term), the Management Fee shall increase by five percent (5%) over the Management Fee in effect during the preceding calendar year;

b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in Exhibit A, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part thereof as Exhibit B;

c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 3 of this Second Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 4 and any terms in the First Amendment, the terms of this Section 4 shall prevail.

**5. Independent Contractor Status:** The parties agree that Contractor is an independent contractor for purposes of the Agreement and is not to be considered an employee of the City for any purpose. Contractor is not subject to the terms and provisions of the City's personnel policies handbook and may not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings between Contractor and any third parties.

Contractor shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Contractor shall maintain workers' compensation coverage for all members and employees of Contractor's business, except for those members who are exempted by law.

Contractor shall furnish the City with copies showing one of the following: (1) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (2) proof of exemption from workers' compensation granted by law for independent contractors.

**6. Indemnification:** To the fullest extent permitted by law, Contractor shall fully indemnify, defend, and save City, its agents, representatives, employees, and officers harmless from and against any and all claims, actions, costs, fees, losses, liabilities or damages of whatever kind or nature arising from or related to Contractor's performance of the Agreement and Contractor's work on the Project or work of any subcontractor or supplier to Contractor.

**7. Insurance:** Contractor shall purchase and maintain insurance coverage as set forth below. The insurance policy must name the City, (including its elected or appointed officers, officials, employees, or volunteers), as an additional insured and be written on a "primary—noncontributory basis, and on an occurrence, not a claims made basis." Contractor will provide the City with applicable additional insured endorsement documentation substantially similar or identical to the example set forth below. Each coverage shall be obtained from an

insurance company that is duly licensed and authorized to transact insurance business and write insurance within the state of Montana, with a minimum of "A.M. Best Rating" of A-, VI, as will protect the Contractor, the various acts of subcontractors, the City and its officers, employees, agents, and representatives from claims for bodily injury and/or property damage which may arise from operations and completed operations under the Agreement. All insurance coverage shall remain in effect throughout the term of the Agreement. All insurance policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Contractor, City, and all other additional insureds to whom a certificate of insurance has been issued. All insurance documentation shall be in a form acceptable to the City.

**Insurance Coverage at least in the following amounts is required:**

1.	Commercial General Liability (bodily injury and property damage)	\$1,000,000 per occurrence \$2,000,000 aggregate
2.	Products and Completed Operations	\$2,000,000
3.	Automobile Liability	\$1,000,000 combined single limit
4.	Workers' Compensation	Not less than statutory limits
5.	Employers' Liability	\$1,000,000
6.	Professional Liability (E&O) (only if applicable)	\$1,000,000 per occurrence \$2,000,000 aggregate

Contractor may provide applicable excess or umbrella coverage to supplement Contractor's existing insurance coverage, if Contractor's existing policy limits do not satisfy the coverage requirements as set forth above. Additional Insured Endorsement Example from Contractor is attached hereto as Exhibit C.

**8. Professional Service:** Contractor agrees that all services and work performed hereunder will be accomplished in a professional manner.

**9. Compliance with Laws:** Contractor agrees to comply with all federal, state and local laws, ordinances, rules and regulations, including the safety rules, codes, and provisions of the Montana Safety Act in Title 50, Chapter 71, MCA. As applicable, Contractor agrees to purchase a City safety inspection certificate or special business license.

**10. Nondiscrimination:** Contractor agrees that all hiring by Contractor of persons performing this Agreement will be on the basis of merit and qualification and will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, national origin, or other class protected by state and/or federal law.

**11. Default and Termination:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth

the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

**12. Modification and Assignability:** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party, which are not contained in this written Agreement, may be considered valid or binding. This Agreement may not be enlarged, modified or altered except by written agreement signed by both parties hereto. The Contractor may not subcontract or assign Contractor's rights, including the right to compensation or duties arising hereunder, without the prior written consent of City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Second Amendment.

**13. Ownership and Publication of Materials:** All reports, information, data, and other materials prepared by the Contractor pursuant to the Agreement are the property of the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. Any re-use without written verification or adaptation by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. No material produced in whole or in part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of the City.

**14. Liaison:** City's designated liaison with Contractor is Craig Raymond and Contractor's designated liaison with City is Greg Hoffman.

**15. Applicability:** This Second Amendment shall be governed and construed in accordance with the laws of the State of Montana.

**16. Binding:** This Second Amendment and all of the covenants hereof shall inure to the benefit and be binding upon the City of Great Falls and the Contractor respectively and their partners, successors, assigns and legal representatives. Neither the City nor the Contractor shall have the right to assign, transfer or sublet their interest or obligations hereunder without written consent of the other party.

**17. Amendments:** Any amendment or modification of this Second Amendment or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of the Agreement.

*SIGNATURE PAGE TO FOLLOW*



Exhibit A

**Contractor will continue routine tasks it currently performs.**

**Routine tasks Contractor would do that the City does now:**

- Snow removal services and contracting.
- Contracting for and maintenance of Parking Management Software

**Routine tasks that City would continue to do:**

- Intake of parking ticket payments and processing collections procedures as needed.
- Issuance of certain parking passes and permits.
- Signs are not on the above list at this time because we have an efficient, affordable way of obtaining the signs that we need from time to time through Public Works. We can always add signs to Contractor's responsibilities if necessary.

**Flexibility**

The City may ask Contractor to undertake other tasks in the management and maintenance of the parking system, each additional task to be separately negotiated.



Exhibit B

*(Attach Pro Forma of Estimated Expenses)*

Exhibit B

**Great Falls Garage and Meter Services**

<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>YEAR 5</b>	<b>YEAR 6</b>
				Option	Option	Option
<b>Management Fee</b>	\$ 50,000	\$ 52,500	\$ 55,125	\$ 57,881	\$ 60,775	\$ 63,814
Wages	\$ 184,123	\$ 189,647	\$ 195,336	\$ 201,196	\$ 207,232	\$ 213,449
Salaries	\$ 46,319	\$ 47,709	\$ 49,140	\$ 50,614	\$ 52,132	\$ 53,696
<b>Total Payroll</b>	\$ 230,442	\$ 237,355	\$ 244,476	\$ 251,810	\$ 259,365	\$ 267,145
P/R Tax - FICA	\$ 17,321	\$ 17,841	\$ 18,376	\$ 18,927	\$ 19,495	\$ 20,080
P/R Tax - SUTA	\$ 2,851	\$ 2,937	\$ 3,025	\$ 3,115	\$ 3,209	\$ 3,305
Life/Hospital Insurance	\$ 202	\$ 208	\$ 214	\$ 221	\$ 227	\$ 234
P/R Cost Workers Comp	\$ 23,044	\$ 23,735	\$ 24,447	\$ 25,181	\$ 25,936	\$ 26,714
P/R Tax FUTA	\$ 294	\$ 303	\$ 312	\$ 321	\$ 331	\$ 341
401k Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes, Burden and Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Benefits</b>	\$ 43,712	\$ 45,023	\$ 46,374	\$ 47,765	\$ 49,198	\$ 50,674
<b>Total Comp &amp; Benefits</b>	\$ 274,154	\$ 282,379	\$ 290,850	\$ 299,575	\$ 308,563	\$ 317,820
Uniform Expense	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
Garage Supplies	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
Drinking Water	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
Ticket Expense	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688	\$ 1,739
Stationary & Office Supplies	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
R&M Equipment	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
R&M Revenue Control	\$ 1,000	\$ 1,030	\$ 1,061	\$ 1,093	\$ 1,126	\$ 1,159
Gas & Oil Company Vehicle	\$ 1,125	\$ 1,159	\$ 1,194	\$ 1,229	\$ 1,266	\$ 1,304
Parking & Auto	\$ 720	\$ 742	\$ 764	\$ 787	\$ 810	\$ 835
Rental Machinery & Equip.	\$ 360	\$ 371	\$ 382	\$ 393	\$ 405	\$ 417
Utilities Expense	\$ 2,000	\$ 2,060	\$ 2,122	\$ 2,185	\$ 2,251	\$ 2,319
Shopper Program	\$ 200	\$ 206	\$ 212	\$ 219	\$ 225	\$ 232
Postage & Freight	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675	\$ 696
Telephone - Local	\$ 1,200	\$ 1,236	\$ 1,273	\$ 1,311	\$ 1,351	\$ 1,391
Telephone - Long Distance	\$ 144	\$ 148	\$ 153	\$ 157	\$ 162	\$ 167
Mobile Phone	\$ 360	\$ 371	\$ 382	\$ 393	\$ 405	\$ 417
Snow Removal				\$ 7,500	\$ 7,725	\$ 7,957
T2 Fees				\$ 16,932	\$ 17,440	\$ 17,963
Recruiting Expense	\$ 240	\$ 247	\$ 255	\$ 262	\$ 270	\$ 278
Miscellaneous Expense	\$ 300	\$ 309	\$ 318	\$ 328	\$ 338	\$ 348
<b>Total Other Operating Expenses</b>	\$ 13,149	\$ 13,543	\$ 13,950	\$ 38,800	\$ 39,964	\$ 41,163
<b>Total Expense</b>	\$ 337,303	\$ 348,422	\$ 359,925	\$ 396,257	\$ 409,302	\$ 422,797

Exhibit C

*(Attach Contractor's Additional Insured Endorsement)*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## PARKING ENFORCEMENT/SERVICES CONTRACT

This agreement made and entered in to this 4th day of January, 2011, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", and STANDARD PARKING, hereinafter referred to as "Contractor";

WHEREAS, the City desires to contract for management of its Parking Program;

NOW THEREFORE, the parties hereto agree as follows:

The Contractor will be responsible for the complete operation, enforcement, management and revenue collection as follows:

### 1. ON-STREET ENFORCEMENT/COLLECTION

The Contractor shall provide an average of ninety-nine (99) hours per week of on-street parking regulation enforcement/collection. If enforcement/collection hours exceeding ninety-nine (99) hours per week are required by the City, the manpower cost of such additional hours will be charged to the City and paid by the City to the Contractor within thirty (30) days after the City's receipt of the Contractor's statement indicating the number of additional hours worked and the amount owed to the Contractor. Such work will be performed under the general supervision of the local manager. A routing schedule will be provided to the Contractor. Collections shall be made by two Contractor employees maintaining constant contact with each other. Enforcement responsibilities shall include:

A. At least one enforcement employee shall be motorized for enforcement of fringe areas and for collection of meter revenue. Repair and maintenance of these vehicles are the City's responsibility.

B. The Contractor shall collect all money from City's parking meters and deposit same in a bank to be designated by the City. The Contractor shall provide monthly, a revenue report for the parking meter collection areas detailing daily collection activity and a monthly summary report in a City approved format.

C. The Contractor shall maintain and repair all parking meters including the furnishing of repair parts. The City shall provide parts for any major meter modifications at City's expense.

D. The City shall provide the following at its expense:

1. Parking Citations
2. Collection of citation fines
3. Shop space for meter repair
4. Meter pole installation/straightening
5. Accounting of all revenues received
6. Authorization for the Contractor to enforce City parking regulations
7. One motorized vehicle for patrol of fringe areas
8. Office space for Contractor's local manager
9. Computer equipment necessary to perform the required services

2. OFF-STREET PARKING LOT ENFORCEMENT/COLLECTION - The following lots are to be patrolled, monitored, and collected by the Contractor with the minimum daily frequency listed at an

average of fifteen (15) hours per week. Checks will be as random as reasonable temporal spacing for even coverage allows.

Lot #2 - 39 stall lot located at 1st Ave S. & 2nd St. - check minimum of 3 times daily.

Lot #3 - 39 stall lot located at 2nd Ave S. & 4th St. - check minimum of 3 times daily.

Lot #4 - 139 stall lot located at 1st Ave N. & 6th St. - check minimum of 5 times daily.

Lot #6 - Library lot - 26 stall lot located on the East & North sides of library building - minimum of 5 times daily.

Lot #7 - 31 stall lot located at Park Dr & 1<sup>st</sup> Ave S - check minimum of 3 times daily.

Lot #8 - 60 stall lot located on 1<sup>st</sup> Ave N between 3<sup>rd</sup> & 4<sup>th</sup> St N - check minimum of 3 times daily.

A. The Contractor shall provide personnel on duty as shall be reasonably necessary to meet the minimum daily lot monitoring above. Such work shall be performed under the general supervision of the local manager.

B. The Contractor shall utilize a system without the use of parking meters to collect revenues from off-street lot parkers (honor boxes). The collection equipment used shall be provided by the City. The collection equipment shall provide maximum revenue security with minimum revenue exposure to the general enforcement personnel.

C. The Contractor shall collect and deposit all off-street lot transient revenues on a daily basis (Monday - Friday) to a bank designated by the City.

D. The Contractor shall control all off-street lot leases and deposit revenue from same on a daily basis (Monday - Friday) to a bank designated by the City.

E. The Contractor shall manage (selling/collecting/ accounting) the employer voucher, token, and daily use zone meter bag programs.

F. The Contractor shall provide the City monthly, a revenue report for each parking lot, validations, vouchers, meterbags, etc., detailing daily activities.

### 3. PARKING RAMP ENFORCEMENT/COLLECTION -

A. The Contractor shall provide the personnel (10.5 operating hours per day, 7:30 a.m. - 6:00 p.m., Monday - Friday) to man the City's Northside parking facility (498 stalls, 6 tier deck), for a total of 2,730 operating hours annually. The Contractor shall monitor the City's Southside parking facility (311 stalls, 4 tier deck), which will be designated for monthly parkers only, on a daily basis, Monday - Friday.

B. The Contractor shall provide personnel to monitor the monthly parking program at the City's Southside Parking Garage. Additional programs from time to time may be available to parking customers through the manned operation to the parking ramp. These additional duties shall correspond to the normal working hours of operation of the parking facility or be compensated as stated above.

C. The Contractor shall collect monthly lease and daily transient revenues and deposit the same daily (Monday - Friday) in a bank designated by the City.

D. The Contractor shall provide monthly, a revenue report which will delineate daily lease sales, transient ticket accounting, repair and condition report, etc.

E. The parking ramp operation shall be under the general supervision of the Contractor's local manager.

F. The Contractor shall manage monthly lease receipts, key card deposits, and the validation system (tokens).

## **INSURANCE & BONDING:**

1. Contractor agrees to obtain at its own expense and to keep in full force and effect during the term of this agreement the following insurance coverages. All policies shall be issued by companies licensed to do business in the State of Montana and having at least an "A-" rating in the current Best's Manual. All such policies of insurance shall be endorsed to be primary of all other valid and collectible coverages maintained by the Contractor with respect to the agreement. All applicable policies will be written on an occurrence basis. Claims made policies are not acceptable and do not constitute compliance with the contractor's obligation under this paragraph.

- *Workers' Compensation Insurance* – The Contractor shall comply with all requirements and conditions of the State of Montana Workers' Compensation Act, Title 39 Chapter 71, Montana Code Annotated; also with all rules, regulations and decisions made during duration of this agreement.

The Contractor shall carry workers' compensation insurance for all of its employees employed at the site of the project; the Contractor shall require its subcontractors similarly to provide workers' compensation insurance unless such employees are covered by the protection afforded by the Contractor. When appropriate an Exempt Form should be provided. Employer's liability shall carry the statutory limit pursuant to Montana's Workers' Compensation Act, Title 39, Chapter 71, Montana Code Annotated.

- *Comprehensive General Liability* – Said coverage shall have limits of not less than \$750,000 per claim, \$1,500,000 per occurrence, combined single limit for bodily injury and property damage.

The Contractor shall name, as additional insured, the City of Great Falls. The Contractor shall furnish to the City of Great Falls **prior to beginning work under the agreement**, a certificate of insurance including a copy of the Additional Insured Endorsement as evidence that the required coverages are in effect.

Should Contractor fail to provide such certificate(s) or make other insurance coverage arrangements as required by this agreement, the City of Great Falls may cancel the agreement.

2. The Contractor shall provide comprehensive crime insurance including employee theft, premise, transit and depositor's forgery coverage with limits as to any given occurrence of not less than \$1,000,000.

3. The Contractor shall provide a performance bond in the amount of one hundred percent (100%) of the annual contract price for each separate year of service. Such bond shall be increased in accordance with the annual increase in the contract price as awarded and hereinafter designated.



**INDEMNIFICATION:** Contractor agrees to indemnify, hold harmless and defend the City of Great Falls, its officers, directors, agents, servants, and employees (the Indemnitees”) from and against all liabilities, damages, actions, cost, losses claims and expenses (including attorney’s fees), on account of personal injury, death, or damage to or loss of property or profits (collectively, “Losses”) arising out of or resulting, in whole or in part, from any act, omission, negligence or fault of the Contractor or its violation of any laws or ordinances, but the Contractor shall not be liable for any such Losses arising out of or in connection with any breach of this agreement or by reason of the negligence or willful misconduct of the Indemnitees.

**LICENSE & PERMITS:** The Contractor will obtain and maintain any and all necessary licenses and permits required by any governmental body or agency having jurisdiction in connection with any activities at or on the City’s premises and will abide by the terms and provisions of any such licenses and permits. Any expense incurred by the Contractor to obtain such licenses and permits shall be treated as an operation expense of the Contractor’s.

**PERSONNEL:**

1. The Contractor shall designate an experienced full-time local manager on-site to direct the Contractor’s employees. In the absence of the local manager, his designated assistant shall carry on his duties. Any man hours expended by a designated assistant manager during the local manager’s absence shall be in addition to those prescribed for garage, on-street meter, and off-street lot manning.
2. The Contractor shall select all on-site personnel, and will bear all expenses related to the hiring process of parking personnel who shall be paid complaint with State of Montana prevailing wage rates. For the purposes of the State of Montana prevailing wage rates the job descriptions will be classified as “Parking Enforcement Officers”, “Counter Attendants” (Cashiers) and “Janitors and Cleaners” unless the Contractor can demonstrate alternate classifications are appropriate and allowed by the state.
3. The Contractor will utilize TDS Recon hand held ticket issuing devices, and the TickeTrak parking enforcement management software system supplied by the City. The Contractor will train parking personnel in the proper use of the hand held units.
4. The Contractor shall provide the City with any changes in the following information: name and qualifications of the individuals who will be responsible for administering the programs and name and qualifications of the local manager.
5. All Contractor employees must wear colored, coordinated uniforms provided by the Contractor.
6. The Contractor shall provide a training program relative to the public relations aspects of parking enforcement, procedures, local laws and ordinances. Such program shall be approved by the City.

**ACCOUNTING & REPORTING:**

1. Contractor will be responsible for collection, counting and depositing of revenue. All funds collected will be deposited daily (Monday – Saturday) in a bank designated by the City.

2. All monies collected by the Contractor shall be turned over to the City. The City's agent will issue a receipt and will maintain a cash receipt record. A mutually agreeable system of accounting and auditing will be established.
3. Monthly revenue reports will be provided to the City on or before the fifth of each month for the previous month and will include, but is not limited to the following: total revenue for each parking garage and city lot; total lease parkers by facility and surface lot; meter collections, meter bag, token, and transient revenue.
4. Books and accounts will be open to inspection by the City or its authorized representatives at all times.

**GENERAL CONDITIONS:**

1. The Contractor will operate an immobilization (booting) and towing program for the City based only on policies and procedures approved by the City.
2. The Contractor will provide a trained meter repair person(s) on staff from initial date of contract.
3. The Contractor shall provide approximately 30 man hours per week toward general janitorial, facility and turf maintenance services to the garages and off-street lots. These man hours are to be in addition to those specified for the garages, meters and lots. All supplies and equipment shall be furnished by the City. The Contractor will provide a maintenance person to conduct a daily walk through inspection for the garages and off-street lots and identify any immediate problems before any customers arrive. They shall inspect and empty all trash receptacles, blow and sweep built up dirt and leaves, and shall wash down all stairwells, booth areas and all other pedestrian walking areas. They will remove anything unsightly such as graffiti, cobwebs, bird droppings, etc.
4. The City reserves the right to approve all collection equipment used by the Contractor.
5. The City reserves the right to audit, amend and approve parking rates, hours of operation, operating standards, and monthly and transient mix.
6. The maintenance and repair obligations except as herein set forth shall be the obligation and expense of the City which shall include, but may not be limited to the following: light replacement, replacement of broken gate arms, and maintenance of equipment and improvements including elevators, mechanical, electrical, plumbing, fire prevention systems and parking control equipment.
7. The Contractor will be responsible for the repair and replacement of all handheld units if the need for repair or replacement is due to the negligence of the Contractor's personnel.
8. The Contractor shall not use, and shall make every reasonable effort to prevent any person from using, all or any part of the parking facilities for any use or purpose directly or indirectly forbidden by public law or which may be in violation of the laws of the United States, any State law, or any City ordinance, or which may be dangerous to life, limb or property.

9. City and Contractor shall release each other from any liability for any loss, destruction or damage resulting from fire or other casualty to property of either party and also release and discharge each other from any and all subrogation rights.
10. The Contractor shall indemnify and hold the City harmless against any and all claims, demands and liability for bodily injury and/or property damage caused by Contractor's acts or omissions in its performance of the services contracted.
11. The Contractor shall provide at Contractor's expense at least an annual audit of Contractor's services to the City. This audit must be performed by personnel other than local contractor employees/manager and must be conducted on an unannounced basis. This audit shall review all procedures, policies and revenue controls. The audit results shall be available to City Staff.
12. The Contractor shall pay all employees covered by this contract and working in Great Falls Montana to execute the terms of this contract according to Montana Prevailing Wage requirements.
13. In consideration of the enforcement and collection services to be rendered by the Contractor, the City shall compensate the Contractor in accordance with the following schedule on a monthly basis beginning on January 1, 2011, and on or before the tenth of each month thereafter.

**On-Street Enforcement/Collection Services**

Year 1(2011)	\$ 157,622
Year 2 (2012)	\$ 162,351
<u>Year 3 (2013)</u>	<u>\$ 167,222</u>
 Total Years 1-3	 \$ 487,195
 Year 4 (2014)	 \$ 172,238
Year 5 (2015)	\$ 177,405
<u>Year 6 (2016)</u>	<u>\$ 182,727</u>
 Total Years 4-6	 \$ 532,370

**Off-Street Lots Enforcement/Collection Services**

Year 1 (2011)	\$ 23,375
Year 2 (2012)	\$ 24,077
<u>Year 3 (2013)</u>	<u>\$ 24,799</u>

Total Years 1-3               \$ 72,251

Year 4 (2014)	\$ 25,453
Year 5 (2015)	\$ 26,309
<u>Year 6 (2016)</u>	<u>\$ 27,099</u>

Total Years 4-6               \$ 78,861

**Parking Garages Enforcement/Collection Services**

Year 1 (2011)	\$ 123,081
Year 2 (2012)	\$ 126,773
<u>Year 3 (2013)</u>	<u>\$ 130,576</u>

Total Years 1-3               \$ 380,430

Year 4 (2014)	\$ 134,494
Year 5 (2015)	\$ 138,529
<u>Year 6 (2016)</u>	<u>\$ 142,684</u>

Total Years 4-6               \$ 415,707

**CONTRACT TERM TO BE BASED ON PROPOSAL**

14. This agreement will be for a three year period commencing January 1, 2011, and ending December 31, 2013. It is the City's sole option to renew said agreement for an additional three years that would end on December 31, 2016. Said agreement may be canceled by the City at any time that it is determined that the required services are not being provided by giving the Contractor thirty (30) days prior written notice of cancellation of this agreement. In addition, either party may cancel this agreement, without cause, by giving written notice of cancellation at least sixty (60) days prior to June 30 of any given year.
  
15. Any notices or communications required to be given to or by or served upon the respective parties hereto may be so given or served by mailing the same, properly addressed and stamped, to such party or parties by United States registered or certified mail, return receipt requested. Until new addresses shall be given, the addresses of the respective parties for the purpose of such notices or communications and for any other purposes shall be:

As to City:


City of Great Falls Montana  
Planning and Community Development Department  
P.O. Box 5021  
Great Falls, MT 59403-5021

As to Contractor:

Standard Parking  
Attn: Legal Department  
900 N. Michigan, Suite 1600  
Chicago, IL 60611

16. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

**CITY OF GREAT FALLS**

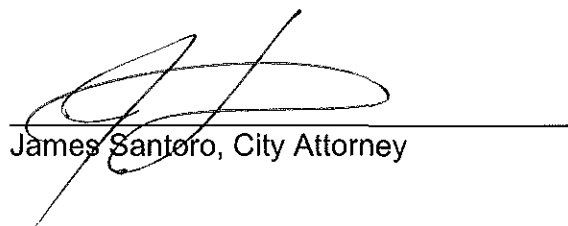
  
\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

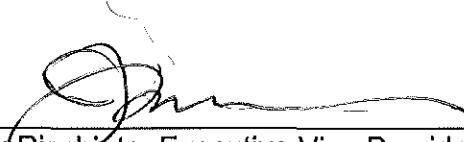
  
\_\_\_\_\_  
Lisa Kunz, City Clerk

(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
James Santoro, City Attorney

**STANDARD PARKING**



Jack Ricchiuto, Executive Vice President

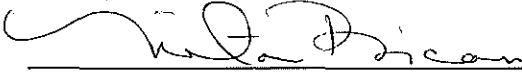
State of Ohio )  
: ss.  
County of Cuyahoga)

On this 5th day of January, in the year A. D. two thousand and eleven, a Notary Public for the State of Ohio, personally appeared Jack Ricchiuto, known to me the undersigned to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Nita Bican (Name Printed)

Notary Public for the State of Ohio

 (Signature)

Notary Public for the State of Ohio

Residing at Cleveland, OH

My Commission Expires Sept. 8, 2014

NITA BICAN  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9.8.14

**FIRST AMENDMENT OF PARKING ENFORCEMENT/SERVICES CONTRACT**

This First Amendment of Parking Enforcement / Services Agreement (this "First Amendment") made and entered in to effective as of January 1, 2014, by and between the CITY OF GREAT FALLS, Montana, a municipal corporation of the State of Montana, hereinafter referred to as "City", and SP PLUS CORPORATION, a Delaware corporation formerly known as STANDARD PARKING CORPORATION, hereinafter referred to as "Contractor";

**RECITALS**

WHEREAS, the City and Contractor are parties to a certain Parking Enforcement / Services Agreement dated January 4, 2011 (the "Agreement") pursuant to which Contractor has managed the City's Parking Program, all as more fully set forth in the Agreement; and

WHEREAS, the City and Contractor desire to renew the term of the Agreement and to modify certain provisions therein, all upon the terms and conditions set forth in this Amendment.

NOW THEREFORE, for good and valuable consideration received, the parties hereto agree as follows:

1. **RECITALS.** The above recitals are incorporated herein. The terms defined in the Agreement, when used herein, shall continue to have the meanings ascribed to such terms therein, unless expressly defined otherwise in this Amendment.

2. **TERM.** The City has exercised its right to renew the term for three (3) years under Section 14 of the Agreement and, therefore, the term is hereby extended from January 1, 2014 through and including December 31, 2016 (the "Extended Term"). The termination rights set forth in the Agreement shall continue in effect during the Extended Term including, without limitation, those termination rights set forth in said Section 14. In addition, the City at its sole option shall have the right to renew the Agreement for an additional three (3) years that would end on December 31, 2019.

3. **INSURANCE AND BONDS.** During the Extended Term Contractor shall continue to provide the insurance and bond coverages required pursuant to the Agreement except that the performance bond required during the Extended Term shall be in the amount of \$350,000.00 renewable annually.

4. **SCOPE OF SERVICES.** The Contractor's scope of services during the Extended Term shall consist of the following:

(a) All operation, enforcement, management and revenue collection duties as originally set forth in the Agreement;

(b) Those routine tasks noted as Standard Parking's responsibility in the document attached hereto and made a part hereof as Exhibit A; and

(c) Consistent with Exhibit A, any other tasks in the management and maintenance of the City's parking system, provided the compensation or reimbursements for each such additional task shall be separately negotiated and documented in writing by the parties.

To the extent that any of the routine tasks noted as Standard Parking's responsibility in Exhibit A are tasks delegated to the City under the terms of the original Agreement, the City shall be relieved of such responsibilities and the terms of Exhibit A shall govern.

5. CONTRACTOR'S COMPENSATION. Effective as of January 1, 2014, Section 13 of the Agreement is deleted and replaced in its entirety with the following during the duration of the Extended Term and any further renewal of the Agreement:

As compensation for Contractor's services, the City shall pay Contractor the total of the following:

(a) A fee (the "Management Fee") of \$50,000 during calendar year 2014, which shall be paid in equal monthly installments of \$4,166.67. On January 1, 2015 and each anniversary thereafter, for so long as the Agreement shall remain in effect (including any renewal beyond the Extended Term), the Management Fee shall increase by five percent (5%) over the Management Fee in effect during the preceding calendar year;

(b) Reimbursements and charges for certain payroll and other expenses, including the actual commercially reasonable documented expenses for the routine tasks listed in Exhibit A, incurred by Contractor in the provision of the services. The categories of expenses subject to reimbursement by the City are set forth in the pro forma of estimated expenses which is attached hereto and made a part hereof as Exhibit B;

(c) Fees or expense reimbursements which the parties may mutually agree upon as contemplated in Section 4(c) of this Amendment.

All expenses under the foregoing Subsections (b) and (c) shall be deemed "Operating Expenses".

To the extent that there is any conflict between this Section 5 and any terms in the original Agreement, the terms of this Section 5 shall prevail.

6. PAYMENT TERMS. Within 15 days after the end of each month, Contractor shall submit to the City a statement setting forth its Management Fee and Operating Expenses of the preceding month (the "Monthly Statement"). The Monthly Statement shall be supported by such commercially reasonable supporting documentation as the City may require. Within 10 days of receipt of the Monthly Statement, the City shall remit payment to Contractor.

If The City disputes any Operating Expense, The City shall give Contractor written notice specifying the item disputed and the reason therefor. Payment for any Operating Expense which is not disputed shall not be withheld. The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

7. REPORTS AND RECORDS. In addition to any requirements under the original Agreement, Contractor shall keep complete and accurate reports and records (collectively, the "Records") of Operating Expenses relating to Contractor's services. Such Records shall be kept in accordance with good accounting practices. Contractor shall permit the City to inspect Contractor's Records at Contractor's offices during reasonable business hours and at the City's expense.

8. NOTICES. Section 15 of the Agreement is updated by substituting the following addresses for Contractor:



SP Plus Corporation  
Attn: Jack Ricchiuto, Executive Vice President  
1301 East 9<sup>th</sup> Street, Suite 1050  
Cleveland, OH 44114

With copy to:

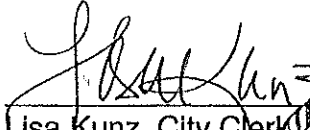
SP Plus Corporation  
Attn: Legal Department  
200 East Randolph Street, Suite 7700  
Chicago, IL 60601

9. NO OTHER CHANGES. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect upon its original terms and conditions.

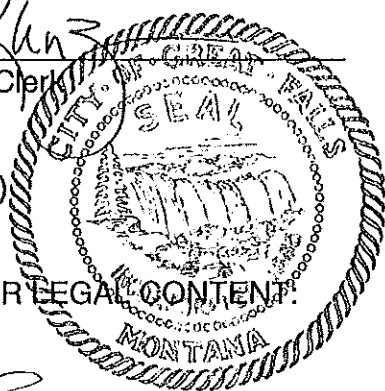
**CITY OF GREAT FALLS**

  
\_\_\_\_\_  
Gregory T. Doyon, City Manager

ATTEST:

  
\_\_\_\_\_  
Lisa Kunz, City Clerk

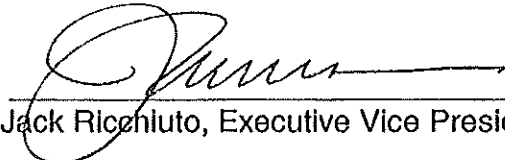
(SEAL OF CITY)



APPROVED FOR LEGAL CONTENT:

  
\_\_\_\_\_  
Sara R. Sexe, City Attorney

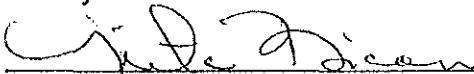
**SP PLUS CORPORATION**

  
\_\_\_\_\_  
Jack Ricchiuto, Executive Vice President

State of Ohio            )  
                                  : ss.  
County of Cuyahoga)

On this 17th day of December, in the year A. D. two thousand and thirteen, a Notary Public for the State of Ohio, personally appeared Jack Ricchiuto, known to me the undersigned to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Nita Bican (Name Printed)  
Notary Public for the State of Ohio  
 (Signature)  
Notary Public for the State of Ohio  
Residing at Summit County  
My Commission Expires 9-8, 2014

NITA BICAN  
RESIDENT SUMMIT COUNTY  
NOTARY PUBLIC, STATE OF OHIO  
My Commission Expires 9.8.14

## Exhibit A

**Standard will continue routine tasks it currently performs.**

**Routine tasks Standard Parking would do that the City does now:**

- Maintain landscaping and sprinkler systems, where they exist, at surface lots and garages.
- Clean and maintain windows, including the display windows in the South Parking Garage. Replace doors and windows as needed, and change out locks as security requires.
- Acquire and replace bulbs and batteries and the other consumable products needed for the safe operation of the surface lots and garages and for revenue control and enforcement equipment.
- Maintain and repair other (Standard already maintains the meters) revenue control equipment including the pay boxes at the surface lots and gates in the garages. Standard may acquire and install replacement revenue control equipment, at the City's request.
- Upon expiration of the City's current contract for that purpose, maintain and repair the elevators in the parking garages.
- Order and accept delivery of all printed materials needed for parking administration, including delivery permits, residential parking tags, etc.
- Acquire and sell parking tokens if the City decides to renew its token program. The design and pricing of the tokens would first be approved by the City.

**Routine tasks that City would continue to do:**

- Snow removal is not on the above list at this time because the City contracts for snow removal from the garages and surface lots along with other facilities. That contract has been let for three years, so this function is covered for the initial duration of the proposed contract.
- Signs are not on the above list at this time because the City has an efficient, affordable way of obtaining the needed signs through its Public Works Department. The parties can agree in writing to modify the terms in the future to add signs to Standard's responsibilities if necessary.

**Flexibility:**

The City may ask Standard to undertake other tasks in the management and maintenance of the parking system, each additional task to be separately negotiated.

Exhibit B

<b>Great Falls Garage and Meter Services</b>						
<b>OPERATING EXPENSES</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4 Option</b>	<b>YEAR 5 Option</b>	<b>Year 6 Option</b>
Management Fee	\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814
Wages	\$184,123	\$189,647	\$195,336	\$201,196	\$201,196	\$207,232
Salaries	\$46,319	\$47,709	\$49,140	\$50,614	\$50,614	\$52,132
<b>Total Payroll</b>	<b>\$230,442</b>	<b>\$237,355</b>	<b>\$244,476</b>	<b>\$251,810</b>	<b>\$251,810</b>	<b>\$259,365</b>
P/R Tax - FICA	\$17,321	\$17,841	\$18,376	\$18,927	\$18,927	\$19,495
P/R Tax - SUTA	\$2,851	\$2,937	\$3,025	\$3,115	\$3,115	\$3,209
Life/Hospital Insurance	\$202	\$208	\$214	\$221	\$221	\$227
P/R Cost - Workers Comp	\$23,044	\$23,736	\$24,448	\$25,181	\$25,181	\$25,936
P/R Tax - FUTA	\$294	\$303	\$312	\$321	\$321	\$331
401K Expense	\$-	\$-	\$-	\$-	\$-	\$-
Payroll Taxes, Burden and Other	\$-	\$-	\$-	\$-	\$-	\$-
<b>Total Benefits</b>	<b>\$43,712</b>	<b>\$45,024</b>	<b>\$46,374</b>	<b>\$47,766</b>	<b>\$47,766</b>	<b>\$49,198</b>
<b>Total Comp &amp; Benefits</b>	<b>\$274,154</b>	<b>\$282,379</b>	<b>\$290,850</b>	<b>\$299,576</b>	<b>\$299,576</b>	<b>\$308,563</b>
Uniform Expense	\$600	\$618	\$637	\$656	\$656	\$675
Garage Supplies	\$600	\$618	\$637	\$656	\$656	\$675
Drinking Water	\$600	\$618	\$637	\$656	\$656	\$675
Ticket Expense	\$1,500	\$1,545	\$1,591	\$1,639	\$1,639	\$1,688
Stationary & Office Supplies	\$600	\$618	\$637	\$656	\$656	\$675
R & M Equipment	\$-	\$-	\$-	\$-	\$-	\$-

	1,000	1,030	1,061	1,093	1,093	1,126
R & M Revenue Control	\$	\$	\$	\$	\$	\$
	1,000	1,030	1,061	1,093	1,093	1,126
Gas & Oil Company Vehicle	\$	\$	\$	\$	\$	\$
	1,125	1,159	1,194	1,229	1,229	1,266
Parking & Auto	\$	\$	\$	\$	\$	\$
	720	742	764	787	787	810
Rental Machinery & Equip.	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Utilities Expense	\$	\$	\$	\$	\$	\$
	2,000	2,060	2,122	2,185	2,185	2,251
Shopper Program	\$	\$	\$	\$	\$	\$
	200	206	212	219	219	225
Postage & Freight	\$	\$	\$	\$	\$	\$
	600	618	637	656	656	675
Telephone - Local	\$	\$	\$	\$	\$	\$
	1,200	1,236	1,273	1,311	1,311	1,351
Telephone -Long Distance	\$	\$	\$	\$	\$	\$
	144	148	153	157	157	162
Mobile Phone	\$	\$	\$	\$	\$	\$
	360	371	382	393	393	405
Recruiting Expense	\$	\$	\$	\$	\$	\$
	240	247	255	262	262	270
Miscellaneous Expense	\$	\$	\$	\$	\$	\$
	300	309	318	328	328	338
<b>Total Other Operating Expenses</b>	\$	\$	\$	\$	\$	\$
	13,149	13,543	13,950	14,368	14,368	14,799
<b>Total Expense*</b>	\$	\$	\$	\$	\$	\$
	337,303	348,422	359,925	371,825	374,719	387,176



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/13/2014*AE*

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> SP Plus Corporation Standard Parking 200 E Randolph Street, Suite 7700 Chicago IL 60601 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: ACE American Insurance Company		22667
	INSURER C: Commerce & Industry Ins Co		19410
	INSURER D: Federal Insurance Company		20281
	INSURER E: XL Insurance America Inc		24554
INSURER F: Liberty Insurance Underwriters, Inc.		19917	

Holder Identifier : 01091

**COVERAGES**      **CERTIFICATE NUMBER: 570052656538**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			XSLG27328325 SIR applies per policy terms & conditions	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,750,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,750,000 GENERAL AGGREGATE \$1,750,000 PRODUCTS - COMP/OP AGG \$1,750,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08815434	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Garagekeepers Limit \$2,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE034545056	01/01/2014	01/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
B	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N N/A	WLRC47874750 AOS SCFC47874762 WI	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Liab Cvg			017205111 Crime	01/01/2014	01/01/2015	Occurrence \$1,000,000

Certificate No : 570052656538

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Location - 01091  
 Insurance charges will include all applicable premiums and costs, as well as retained exposure charges established by the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

City of Great Falls  
 2 Park Drive South  
 Great Falls MT 59405 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services Central, Inc*



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.	NAMED INSURED SP Plus Corporation
POLICY NUMBER See Certificate Number: 570052656538	
CARRIER See Certificate Number: 570052656538	NAIC CODE EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: Lexington Insurance Company	19437
INSURER H: National Surety Corporation	21881
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				XSLG27328325 Garage Liability SIR applies per policy terms & conditions	01/01/2014	01/01/2015	Oth than Auto - agg	\$15,000,000
							Auto Only - ea Accid	\$1,750,000
							Oth than Auto - ea ac	\$1,750,000
	EXCESS LIABILITY							
E				US00005541LI14A \$25M xs \$25M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
D				93642007 \$25M xs \$50M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
F				100002719909 \$25M xs \$75M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
H				SHX00015087216 \$25M xs \$100M	01/01/2014	01/01/2015	Aggregate	\$25,000,000
							Each Occurrence	\$25,000,000
	OTHER							
G	Excess Auto Lia			028339649 Auto Excess	01/01/2014	01/01/2015	occ & Agg	\$3,000,000

Fidelity and Deposit Company of Maryland  
1400 American Lane  
Schaumburg, IL 60196



**PERFORMANCE BOND**  
(Annual Form 1001)

Bond No. 09124793

KNOW ALL MEN BY THESE PRESENTS, that we, SP PLUS CORPORATION/STANDARD PARKING as Principal, (hereinafter called the "Principal"), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety, (hereinafter called the "Surety"), are held firmly bound unto, CITY OF GREAT FALLS, MONTANA as Obligee, (hereinafter called the "Obligee"), in penal sum of Three Hundred Fifty Thousand and 00/100 Dollars (\$ 350,000.00) good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into written contract with the Obligee, dated 1/4/11 (hereinafter called the "Contract"), which Contract is incorporated herein by reference and,

Parking Enforcement/Services Contract: All operation, enforcement, management and revenue collection duties. Location 01091  
NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Obligee for any and all loss that the Obligee may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 1/1/14 and expiring on 12/31/14, unless released by the Obligee prior thereto. However, the term of this bond may be extended for an additional one-year period by the issuance of a Continuation Certificate by the Surety.
2. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the bond amount set forth above or in any additions, riders or endorsements properly issued by the Surety.
3. Non-renewal by the Surety nor failure of the Principal to provide the Obligee with a replacement bond shall not constitute default under this bond.
4. In the event the Principal shall be declared by the Obligee to be in default under the Contract, the Obligee shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 7 below.
5. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or subcontract same; c.) or to tender to the Obligee funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
6. The Obligee's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
7. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety, at the following address:  
Fidelity and Deposit Company of Maryland  
Attn: Commercial Surety Bond Claims  
1400 American Lane  
Schaumburg, IL 60196





ZURICH

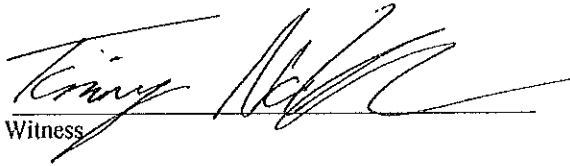
**The Principal, at the following address:**

Principal Name SP PLUS CORPORATION/STANDARD PARKING  
Address 200 East Randolph Street, Suite 7700  
City State Zip Chicago, IL, 60601


**The Obligee, at the following address:**

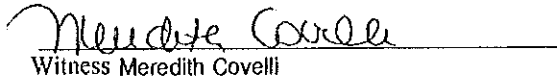
Obligee Name CITY OF GREAT FALLS, MONTANA  
Address PO Box 5021  
City State Zip Great Falls, MT, 59403-0521

Sealed with our seals and dated this 23rd day of December, 2013.

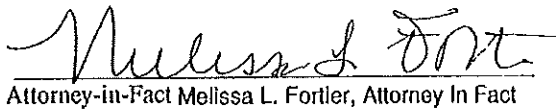
  
Witness

SP PLUS CORPORATION/STANDARD PARKING  
Principal Name

  
Principal

  
Witness Meredith Covelli

Fidelity and Deposit Company of Maryland

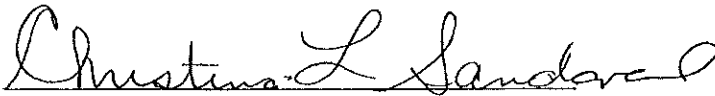
  
Attorney-in-Fact Melissa L. Fortler, Attorney In Fact

ACKNOWLEDGEMENT BY SURETY

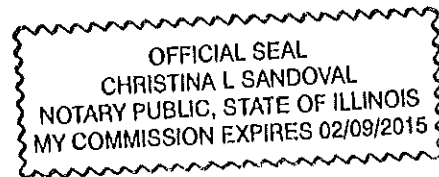
STATE OF ILLINOIS  
COUNTY OF COOK

On this 23<sup>rd</sup> day of December, 2013, before me, Christina L. Sandoval, a Notary Public, within and for said County and State, personally appeared Melissa L. Fortier to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Illinois  
County of Cook



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Sandra M. WINSTED, Karen L. DANIEL, Susann A. WELSH, Judith A. LUCKY-EFTIMOV, James B. MCTAGGART, Debra J. DOYLE, Sandra M. NOWAK and Melissa L. FORTIER, all of Chicago, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of December, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Gerald F. Haley  
Assistant Secretary  
Gerald F. Haley

Thomas O. McClellan  
Vice President  
Thomas O. McClellan

State of Maryland  
City of Baltimore

On this 4th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Maria D. Adamski

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

