

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 & 1st Ave S - check minimum of 3 times daily.

Lot #8 - 60 stall lot located on 1st Ave N between 3rd & 4th 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

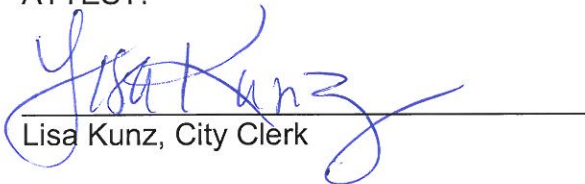
16. The terms of this Agreement shall be binding upon the parties and their successors and assigns.

CITY OF GREAT FALLS



Gregory T. Doyon, City Manager

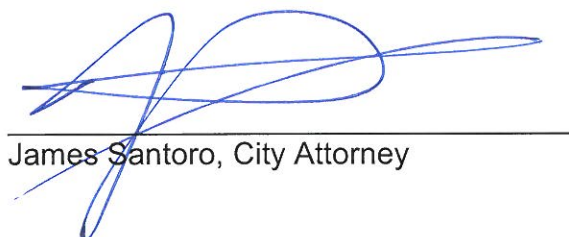
ATTEST:



Lisa Kunz, City Clerk

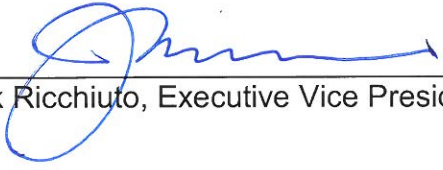
(SEAL OF CITY)

APPROVED FOR LEGAL CONTENT:



James Santoro, City Attorney

STANDARD PARKING



Jack Ricchiuto, Executive Vice President

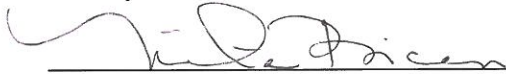
State of Ohio)
 : ss.
County of Cuyahoga)

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, 20 14

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