

**DOWNTOWN PUBLIC PARKING SYSTEM
BOISE, IDAHO**

PARKING OPERATIONS AGREEMENT

**CAPITAL CITY DEVELOPMENT CORPORATION
AND**

APRIL 1, 2012

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[Drafting Note: Table of Contents to be updated/reconciled.]

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PARKING OPERATIONS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of _____, 2012, by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO A/K/A CAPITAL CITY DEVELOPMENT CORPORATION (the “Agency”), and _____ (the “Operator”), (individually referred to as “Party” and collectively as the “Parties”). Agency and Operator agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101]Purpose of This Agreement

The purpose of the Agreement is to effectuate the several Redevelopment Plans as described below, or as sometimes referred to as the Boise Urban Renewal Plans (the “Redevelopment Plans”), and the applicable Public Parking Management Plans (the “Parking Management Plans”) by providing for the operation of public parking facilities (the “System”) included within the boundaries of the Redevelopment Area Projects (the “Project Areas”).

The operation of the System, pursuant to this Agreement and the fulfillment generally of this Agreement, is in the vital and best interests of the City of Boise, Idaho (the “City”), and the health, safety, and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.

B. [§ 102]The Redevelopment Plans

This Agreement is subject to the provisions of the Redevelopment Plans, as amended and restated by Agency and approved by the Boise City Council effective June 26, 2007, for the 2007 Boise Central District Urban Renewal Project 1, Idaho R-4, and Project II, Idaho R-5 (the “Central District Plan”), the First Amended Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”) as adopted by Agency and approved by the Boise City Council effective November 4, 2004, and further amended June 26, 2007; and the Westside Downtown Urban Renewal Plan (the “Westside Plan”) as adopted by Agency and approved by the Boise City Council effective December 4, 2001, as they may be subsequently amended, which are incorporated herein by reference and made a part hereof as though fully set forth herein. Collectively all three plans are referred to as the “Redevelopment Plans,” with the individual plans referred to as the “Central District Plan,” the “River Myrtle-Old Boise Plan,” and the “Westside Plan.”

C. [§ 103]The Project Area

The Central District Project Area, River Myrtle-Old Boise Project Area, and Westside Project Area collectively constitute the Project Areas.

The Project Areas are located in the City of Boise, Idaho, and the exact boundaries thereof are specifically described in the Redevelopment Plans. A map of the Project Areas and the existing parking garages in the System is attached as Exhibit A.

D. [§ 104]Public Parking Management Plans

This Agreement is subject to the provisions of the Central District Public Parking Management Plans, as originally adopted by Agency in August 1988, as amended through December 2004 and as it may be subsequently amended, and subject to the provisions of the Public Parking Management Plans for Ada County Courthouse Corridor (a.k.a., Civic Plaza) Parking Management District Boise, Idaho, originally Adopted April 2002 for a portion of the River Street-Myrtle Street Urban Renewal Project Area, Amended and Restated September 2004, as adopted by Agency in September 2004 and as it may be subsequently amended, and the Public Parking Management Plans for the Boise Central District Urban Renewal Project Area, originally adopted in 1988 and as it may be subsequently amended, incorporated herein by reference and made a part hereof as though fully set forth herein as Attachment 1 and referred to as the “Public Parking Management Plans.” In case of any inconsistencies between this Agreement and the Public Parking Management Plans, the terms of this Agreement shall govern. ([Check this info.](#))

E. [§ 105]The System

The “System” means those public parking garages and other parking facilities generally described in the Description of the System in Exhibit B (“Parking Facilities”) attached hereto and incorporated herein by reference. Those Parking Facilities are more particularly described in the Parking Management Plans. The terms of this Agreement shall apply to each of the Parking Facilities described in that Attachment, unless otherwise specified. The term System used hereafter shall refer to any of the Parking Facilities described in Exhibit B, unless otherwise specified. For convenience in this Agreement, the term parking garage refers to one type of parking facility that may be included in the System.

Agency may close, dispose of, acquire, or construct other parking garages and parking facilities such as but not limited to surface parking lots, which Agency may determine in its sole discretion which should be added to or deleted from the System. Any such parking facility added to the System shall be operated under the terms and

conditions of this Agreement, and amendments to this Agreement shall be completed to reflect the addition of such parking facility, which amendments shall include appropriate negotiated adjustments to Operator's compensation. Agency shall provide Operator ninety (90) days' notice of any such addition to the System. Likewise, should any of the Parking Facilities be closed, inoperable, untenable, or disposed of, amendments to this Agreement shall be completed to reflect the deletion, which amendments shall include appropriate negotiated adjustments to the Operator's compensation.

Such Parking Facilities may be located outside the Project Areas described under the Redevelopment Plans but under the jurisdiction of Agency. The Agency retains all of its rights and privileges to access the System at any time.

F. § 107 Parties to This Agreement

1. § 108 Agency

Agency is an independent public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of the State of Idaho (Chapter 20, Title 50, Idaho Code). The office of Agency is located at 121 N. 9th Street, Suite 501, Boise, Idaho, 83702-5804. "Agency," as used in this Agreement, includes the Urban Renewal Agency of Boise City, Idaho, a/k/a the Capital City Development Corporation, and any assignee of or successor to its rights, powers, and responsibilities.

2. § 109 Operator

Operator, _____ (name of operator)
_____, is headquartered at _____
(address of operator). _____ . Operator is
a _____ (State / business
form). _____ . Operator shall provide for a
local operating business office for purposes of contact and communication with Agency,
as further described in Section 301 of this Agreement.

II. § 200 TERM, CANCELLATION, AND RENEWAL

The initial term of this Agreement shall commence April 1, 2012, and continue until September 30, 2012.

Agency shall have, in its sole discretion, the option to renew and extend the terms of this Agreement for four one-year increments, renewable each year; such extended term to begin upon the expiration of the term of this Agreement, and all terms, covenants, and

provisions of this Agreement shall apply to such extended term. If Agency shall elect to exercise such option, it shall do so not later than thirty (30) days prior to the expiration of the Agreement.

Operator agrees that by entering into this Agreement, it obtains no additional rights or privileges in the future regarding the operation of the System and agrees that Agency has not waived or abrogated any power or discretion it has regarding the operation of the System upon termination of this Agreement. Non-enforcement of any condition or obligation of this Agreement by Agency shall not be considered a waiver of any other condition or obligation imposed by this Agreement.

Further, either the Agency or Operator may cancel this Agreement at any time by providing a written notice of cancellation one hundred and twenty (120) days prior to cancellation. Prior to the termination or cancellation of the Agreement, Operator agrees to assist Agency with the orderly transition of the responsibilities for operation and maintenance of the System to ensure a seamless transition to a replacement operator. If necessary, Operator agrees to provide such services after the effective date of the termination or cancellation of the Agreement for compensation to be negotiated, in good faith, by the Parties, which shall in no event be an amount above the total sum paid to Operator in the thirty (30) day period prior to the effective date of the termination or cancellation for Operator's management fee.

III. [§ 300] OPERATIONS

A. [§ 301] Operations in General

Operator agrees to manage and operate the System in a professional, economical and businesslike manner, satisfactory at all times to Agency. Operator agrees to accomplish the following unless otherwise directed by Agency.

1. Maintain and furnish a business and permit sales office in a location within the System as designated by the Agency.
2. Providing on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues.
3. Provide bookkeeping and accounting functions such that gross revenues and expenses are individually computed for each Parking Facility listed in Exhibit B to this Agreement and as more fully described in Section 607 of this Agreement.

4. Contract with monthly parkers - bill and collect in accordance with such contracts in compliance with all applicable Internal Revenue Service (“IRS”) regulations.
5. Sell validation “stickers” to those entitled allowed to purchase and use said stickers and honor said validations in accordance with the validation program established by Agency. The existing validation program is described in the Parking Management Plans. [However, Agency may modify the validation program in the future.](#)
6. Track revenues associated with the “First Hour Free” program, the cinema validation program and other such programs as needed, all as described in the Parking Management Plans.
7. Pay the actual costs for all utilities, including telephone (including cellphones), gas, water, electricity, sewer, and trash collection.
8. Maintain all operating equipment and provide a preventative maintenance program as well as effectuating needed repairs to all parking access and revenue control equipment.
9. Accomplish routine maintenance and repair of all Parking Facilities.
10. Clean all Parking Facilities on a regular basis.
11. Provide operational and maintenance supplies as are reasonably necessary to operate the System.
12. Propose a customer service amenities program offering such services as: vehicle location assistance, vehicle lock-out assistance, tire inflation, etc.
13. Coordinate the operation of the garages with public works contractors and tradespeople hired by the Agency to perform work on a specific parking garage or to the System. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic and the shut down and activation of parking garage systems.
14. Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance and repair of a public parking system [including but not limited to building and safety regulations and inspection requirements, environmental regulations and procurement regulations.](#) Conduct operations of the System so

they comply with applicable federal, state and local regulations.

15. Assisting with the development of necessary operating policies and procedures.
16. Providing daily, monthly, and annual operations and financial reports.
17. Tracking parking-related statistics for all Parking Facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, customer service, maintenance, and safety/security).
18. Providing parking management advice as necessary concerning operations, marketing, pricing, etc.
19. Providing necessary Parking Facility security services.

Operator shall not engage in any other business in or upon any of the Parking Facilities or within any part of the System, other than to provide such services as may be required to activate inoperative vehicles as requested by any customer of the System. Operator shall provide to Agency a list of all costs for such services provided. The costs for such services shall be approved by Agency by written letter of approval prior to the imposition of said cost for such services.

Operator shall report to Agency any and all damages or vandalism to any of the Parking Facilities and any and all claims for loss or damage to vehicles utilizing any Parking Facility, it being understood that Operator assumes full responsibility for processing and settling all such claims for loss or damage to vehicles utilizing any Parking Facility. Operator shall also notify Agency in writing of any and all claims identified or filed against Operator and/or Agency, immediately upon discovery of any such claim.

B. § 302]Operational Standards

Operator shall be responsible for the day-to-day operation of the System in a manner that ensures the safe, attractive, clean, and customer-friendly operation of the System. In determining the proper standard for such operation and service, Operator shall be guided by the provisions of Agency's Parking Management Plans and the operational standards mutually acceptable to Agency and Operator. If Agency decides to amend or update the Parking Management Plans, Operator shall, upon Agency's request, provide feedback and suggestions concerning Agency's operational standards. Annually, during the budgetary process described in Section 609 of this Agreement, Agency and Operator shall agree upon a program for the following fiscal year which shall address the

operational standards and, in particular, programs to improve customer service. In adopting such a program, Agency and Operator may refer to or adopt any recognized description or outline of operational standards, including, but not limited to, Agency's Parking Management Plans or any other compilation of standards including National Parking Association's (NPA) Parking Garage Maintenance Manual. Agency and Operator may also adopt a specific program for each fiscal year. Such program shall be reduced to writing and made a part of the budget for each fiscal year. Commencing June, 2012 and each June thereafter (under any renewal), Agency and Operator shall review Operator's compliance under the terms of this Agreement with specific emphasis on the requirements set forth in Sections 301, 302, 306, and 403 of this Agreement. Performance measures, which will be set and reviewed annually, include, but are not limited to, expense management, cleanliness of Parking Facilities, Parking Facility maintenance, and customer service/satisfaction.

C. [\$ 303] Tax Exempt Nature of Parking Facilities, Condominium Declarations, and Parking Agreements

Operator shall operate all Parking Facilities in such a manner so as to not jeopardize the tax-exempt financing that provided for the acquisition and construction of the Parking Facilities that constitute the System. Similarly, Agency must comply with IRS rules and regulations concerning qualified management contracts. In the event Agency's bond counsel or tax counsel determines an amendment is necessary to this Agreement to conform with the tax-exempt financing, Agency and Operator shall enter into such amendment. Several of the Parking Facilities are part of a condominium subdivision/plat. Under direction from Agency, Operator must comply with the applicable Covenants, Conditions, and Restrictions (CCRs) of each Condominium Declaration where applicable. Several of the Parking Facilities are also governed by parking agreements with the owners, developers, or tenants of adjacent private development. Operator must comply with those parking agreements where applicable.

D. [\$ 304] Hours

Operator agrees to operate the Parking Facilities on the days and during the hours established by Agency. Hours of operation may be changed from time to time by Agency upon written notice given by Agency, and any such changes shall take effect on the dates stipulated by such notice.

E. [\$ 305] Rates Enforcement and Parking Commitments

Operator agrees to charge and collect rates for parking motor vehicles and bicycles that shall be established by Agency from time to time (see the Parking Management Plans for current rates). Operator agrees that Agency may change parking rates from time to time at its discretion. New rates established shall become effective on

the dates stipulated by Agency. Operator is encouraged to, upon request, recommend to Agency changes in parking rates.

Operator shall prepare and submit to Agency for its approval a parking enforcement policy to cover parking in designated areas, extended (overtime) parking, and the prevention of unauthorized parking. Agency may also direct Operator to enforce parking policies applicable to surface street level parking spaces under the jurisdiction and control of Agency. Such action may include the issuance of parking violations for violating Agency's parking regulations.

Operator shall obtain the written approval of Agency prior to establishing the maximum total number of monthly parkers and prior to entering into any multiple parking space rental agreement. Operator shall obtain the written approval of Agency prior to entering into any rental agreement for group parking or multi-user parking. Any such rental agreement shall be in compliance with any applicable IRS regulation concerning private use and shall not jeopardize the tax exempt nature of Agency's financing referenced above.

Operator shall obtain the written approval of Agency prior to entering into any rental agreement involving an entity in which Operator has an interest, direct or indirect.

F. [§ 306] Maintenance, Repair and Inspection Obligations of Operator

Operator shall be responsible for the day-to-day maintenance and ordinary repair of the System in a manner that ensures the cleanliness, safety and attractiveness of all Parking Facilities that constitute the System. Such services shall also include cleaning, painting, striping, trash removal, snow removal, elevator cleaning, minor repairs to Parking Facilities and elevator and parking control equipment maintenance and repair. Agency shall use maintenance standards of the NPA Maintenance Manual as a guide in monitoring Operator's performance. Operator agrees to maintain the System, the equipment provided by Agency, and all parts thereof, in good condition and repair and in as safe condition as its operation will reasonably permit, and make all repairs thereto which may be reasonably necessary for this purpose including, but not limited to, the following:

1. Maintain all signage, pavement markings, curbs, bumper guards, and wheel blocks.
2. Maintain all parking equipment, including all gates, barricades, ticket spitters, ticket and AVI tag readers, fee displays, fee computers, etc.
3. Maintain the System in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate upon the

System; and remove snow, ice, and other obstructions from the property and from adjacent driveways and sidewalks. The snow and debris removed shall not be placed upon the public ways or any portion thereof.

4. Make minor necessary repairs to the structure, plumbing, lighting, air ventilation and heating systems; “minor” defined as repairs costing under \$5000.00. For all repairs over \$5000.00, Operator shall contact Agency for further instruction and authorization.
5. Maintain and keep in good working order all electrified or non-electrified directional, informational and advertising signs located within or on the exterior of the Parking Facilities.
6. Maintain and keep in good working order all elevators. Arrange for annual inspection of elevators. Maintain records of inspections, and provide copies to Agency if requested to do so.
7. Maintain and keeping in good working order all fire extinguishers and fire suppression systems. Arrange for annual inspection of fire extinguishers and fire suppression systems. Maintain records of inspections, and provide copies to Agency if requested to do so.
8. Maintain and coordinate operations of power sweeper to serve the entire System and provide power sweeping service to other areas as Agency directs.

The rental of cleaning equipment and operating personnel shall be subject to the approval of Agency.

All regular and daily maintenance duties and responsibilities shall be carried out by Operator through a designated maintenance person with the assistance of part-time help on an as-needed basis. If Operator determines to contract out its maintenance activity, Operator agrees to notify Agency prior to undertaking any repair and maintenance activities in order to determine whether such activities are subject to the competitive bidding requirements of the Purchasing by Political Subdivisions Act, Chapter 28, Title 67, Idaho Code, and Agency’s Procurement Policy. Operator shall comply with procurement requirements in the Idaho Code that apply to the Agency whenever Agency funds are being used either directly or indirectly for procurement of public works construction, personal property, personal or professional services and design professionals.

In the event that Operator shall fail to comply with any of the aforementioned obligations, Agency may, after forty-eight (48) hours' notice to comply, in addition to other remedies set forth herein, enter upon such System and take all steps necessary to ensure compliance with the above obligations. All work, labor, and materials shall be charged to and paid for by Operator, plus a reasonable amount for the overhead of Agency, and such cost shall not be a reimbursable operational expense under Sections 605 and 606 of this Agreement.

G. [§ 307] Finance Procedure

As soon as practical but no later than the next banking day following receipt of any gross revenues, Operator shall deposit said gross revenue in an account of and to the credit of Agency, in such bank or other depository as Agency shall approve, without regard to any adjustments that may ultimately be made. After deposit, such monies shall be under the complete control of Agency. Agency shall approve the manner in which deposits are made, provided Operator shall be responsible for all such monies up to the time of deposit. Monies payable by Operator to Agency shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, and uncollected parking fees. Any such shortages undercharges, and uncollected fees shall be included in gross revenues and shall be payable to Agency. Dishonored checks, uncollectible or uncollected fees, and other bad debts shall not be included in gross revenues, provided that such transactions were processed utilizing procedures accepted and approved by Agency. Operator also agrees to time stamp transient parking tickets, to make and collect parking charges, and to prepare and transmit daily reports in the manner and form designated by Agency.

By the 7th of each month Operator shall prepare and submit monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate. Such records shall be reconciled by the 15th of each month.

All source records of gross revenues, which shall include but not be limited to parking tickets, cash register tapes, shift reports, master reports, daily revenue reports, whether computer generated or manually generated, shall be kept by Operator at all times. These records are owned by Agency but shall be maintained by Operator until the annual report is delivered to and accepted by Agency, at which time they shall be delivered to Agency for further disposition. Agency shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose shall be maintained by Operator who shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of time requested by Agency. Operator shall provide Agency with all available information in order to assist Agency in the collection of past due accounts, parking violations, and overtime parking.

H. [§ 308] Additional Performance Requirements

Operator shall also perform the following activities:

1. Prepare and submit written performance measurement standards to Agency for its consideration. These shall include cleaning standards, customer service standards, financial reporting measurements, and security standards. Agency and Operator shall agree upon such performance measurement standards.
2. Conduct monthly on-site inspection meetings through its regional manager and/or local manager.
3. Agency shall provide Operator with quarterly written performance evaluations based on the standards agreed upon by Agency and Operator. Likewise, Operator shall provide Agency with a quarterly performance report.

I. [§ 309] Alterations

Operator shall make no alterations or additions to the System without Agency's prior consent. It is expressly agreed that all alterations or additions to the System, whether affixed thereto or not, are and shall remain the property of Agency.

J. [§ 310] Rebate to Operator Prohibited

It is understood that any rebate to Operator or its officers or employees of any portion of any expenditures representing an operating expense, as defined in Section 606, by any person, firm, or corporation that has provided goods or services to Operator shall be passed on to Agency or be recorded as a reduction in Operator's operating expenses.

K. [§ 311] Authority to Contract Limited

No employee or agent of Operator shall contract directly or indirectly, either as an owner, employee, or agency, for services over and above his duties or scope of employment, except with the prior written approval of Agency.

L. [§ 312] Damage by Operator

Operator shall repair any damage to any Parking Facility or equipment therein caused by the negligence of its employees. Such cost and repair shall not be a reimbursable operating expense.

M. [§ 313] Agreement Not a Tenancy

Nothing in this Agreement shall be construed as creating a tenancy between Agency and Operator, nor shall Operator be deemed to have the right of occupancy to the System or any part thereof.

N. [§ 314] Independent Contractor

The Parties agree that, except as hereinafter specified, Operator shall render services to Agency as an independent contractor and not as an employee of Agency.

O. [§315] Statutory Procurement Guidelines

Operator shall follow the statutory procurement guidelines as set forth in Title 67, chapter 28 of the Idaho Code when procuring any goods or services.

IV. [§ 400] PERSONNEL

A. [§ 401] Selection and Salaries

Operator agrees to secure, furnish, train, and pay for all personnel as are reasonably necessary to be employed in the successful operation of the System. Such personnel shall include a full-time operating manager for the System, the selection and salary being subject to the approval of Agency Executive Director. Any and all employees of Operator, or other persons, while engaged in the performance of any work or services required by Operator under this Agreement, shall be considered employees of Operator only, and not employees of Agency or have any contractual relationship with Agency. Any and all claims that may or might arise under the Worker's Compensation Act of the State of Idaho, or similar act on behalf of said employees or other persons while so engaged in any work or services provided to be rendered herein, shall be the sole obligation and responsibility of Operator.

B. [§ 402] Equal Opportunity and Americans with Disabilities Act

All persons employed or applying for employment with Operator shall: (a) have and be entitled to the full and equal benefit of all laws and proceedings for the security of persons and properties; (b) have and be entitled to equal employment opportunities devoid and free from bias, discrimination, harassment, or intimidation because of race, color, religion, national origin, sex, age, physical/mental handicap, marital status, disability, or veterans status; and (c) be subject to like punishments, penalties, licenses, and exactions of every kind.

Operator as an employer is hereby required to provide equal employment opportunities to the end that all Operator employees shall be recruited, appointed,

assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, age, physical/mental handicap, disability, or veterans status.

Operator shall also be familiar with and adhere to the specific provision of the Americans with Disabilities Act of 1990 relating to Title I - Employment and Title II - Public Services. Additionally, Operator will ensure that any suppliers or subcontractors functioning under this Agreement shall also be in compliance with the aforementioned Titles.

C. [\$ 403]Personnel Guidelines

Operator further agrees:

1. To furnish prompt, safe, efficient, and courteous service adequate to meet all demands for its services at Parking Facilities.
2. To furnish said service on a fair, equal, and non-discriminatory basis to all users thereof.
3. That attendants shall wear appropriate uniforms and at all times shall present a neat and clean appearance. No piercings and offensive tattoos shall be visible. Operator must obtain approval of Agency as to color and design of the uniforms.
4. To maintain a close watch over attendants to ensure that they shall discharge their duties in a safe, courteous, and efficient manner to maintain a high standard of safety and service to the public.
5. To use its best efforts in every proper manner to maintain and develop the customers and users of the System.
6. Not to divert or cause to be diverted any parking related business from the Parking Facilities.
7. Ensure that no vehicle whatsoever be permitted to be parked in the System free of charge, except upon express direction of Agency, or in compliance with the Parking Management Plans.
8. Neither Operator nor any of its employees shall at any time remove from the System any automobile placed thereon for parking purposes, except with the written permission of Agency.

9. Operator shall not offer valet parking services without Agency's express written authorization.
10. To provide friendly customer service relations.
11. To provide a training and orientation and training program for its employees assigned to the System, such program to be submitted in writing to Agency no later than the time set forth in Section 609 of this Agreement.

V. [§ 500] MAINTENANCE OBLIGATIONS OF AGENCY

Operator agrees to maintain and pay for routine maintenance and repair of the Parking Facilities and equipment. Major repair and capital investments in Parking Facilities and equipment are the responsibility of Agency and will be undertaken with the cooperation of Operator. Agency and Operator shall establish definitions for routine maintenance and repair in contrast to major repair and capital investments.

VI. [§ 600] PAYMENTS TO OPERATOR, BUDGET, ANNUAL REPORTS, BOOKS, AND RECORDS

A. [§ 601] Fees and Insurance Costs

1. [§ 602] Fee for the System

Agency shall pay to Operator an annual management fee in the amount of _____ dollars (\$_____), paid in monthly installments through September 30, 2012. The amount of the fee for the subsequent Agency fiscal years-FY2012, 2013, 2014, and 2015 (assuming Agency exercises its option to extend the Agreement) shall be negotiated each year prior to the approval of the subsequent fiscal year's annual operating budget. Annual management fee will be subject to a 0-5% merit increase based on mutually agreed to objectives and assessment process. Agency's fiscal year is October 1 – September 30.

The fee is intended to cover all administrative costs and expenses incurred by Operator as well as any and all operating expenses not reimbursed as defined in Section 605 of this Agreement and not defined in Section 606 of the Agreement. Notwithstanding the provisions of Sections 602 and 604 of this Agreement, Operator's management fee shall be subject to written approval by Agency bond counsel and/or tax counsel.

Agency shall pay Operator approximately _____ dollars (\$_____) annually for insurance costs. These costs are noted in Section 604 below, and further defined in

Section 703 below. Minimum insurance coverage amounts and the requirement that Operator provide Agency with a certificate or certificates of insurance annually are stated in Section 703. The amount of insurance costs for subsequent years shall be negotiated each year prior to the approval of the subsequent year's annual operating budget.

B. [\$ 603] Operating Expenses

1. [\$ 604] Reimbursement for Operating Expenses

Operator shall pay all operating expenses as they come due.

Agency shall reimburse Operator for its monthly cost of operation in the following manner:

On the fifteenth of each month Agency will pay Operator _____ (\$_____) dollars or _____ (____%) per cent of the budgeted monthly operating expense (whichever is less).

Operator will deliver to Agency on or before the Seventh (7th) day of the following month the financial reports and costs to operate the System. Agency will reimburse Operator on or before the fifth (5th) business day following receipt of the financial reports the balance due and owing to Operator.

2. [\$ 605] Operating Expenses Defined

“Operating Expenses,” as defined in this section, means and is limited to the cost of:

Salary of Operating Manager;

Salaries of employees working in the System;

Social Security and Medicare taxes;

Unemployment taxes;

Workers' Compensation and Employer's Liability insurance;

Operator's portion of Medical/Dental/Vision premium payments for employees

Pension plans (if applicable);

Uniforms and laundry;

Office supplies;

Office space rental;

Advertising, marketing, and promotion, as approved in advance by Agency;

Equipment rental (when approved in advance by Agency);

Equipment repairs and maintenance (normal wear & tear);

Parking Facility repairs and maintenance (normal wear & tear);

Operational supplies required to operate the System (including tickets, hang-tags, AVI tags, permits, validation stamps, etc.);

Recruiting/employee orientation and training;

Sweeping, cleaning, and trash removal;

Snow removal;

Purchasing signs (when approved in advance by Agency);

Utilities (including telephone, cell phones, gas, water, electricity, sewer, and trash collection)

Normal elevator maintenance contracts and monthly fees for elevator telephones, security systems, and fire alarms);

Annual inspection of fire extinguishers, fire suppression systems and elevators; and

Premiums for insurance coverage required under Section 700 et al of this Agreement (except for the fidelity bond and the performance bond described in Section 702 of this agreement).

Agency may, from time to time through the term of this Agreement and any extensions thereof, directly provide reimbursable goods or services that are included in the budget or were previously approved by Agency in writing, and which Agency determines would be best provided by Agency directly.

Notwithstanding the foregoing, unless Operator is notified in writing by Agency that the operating expense associated with the purchase or performance of certain goods or services will be incurred by Agency, all operating expenses shall be reimbursed by Agency to Operator at Operator's cost without mark-up. By the 7th of each month, Operator shall submit a monthly expense invoice, certified by an officer of Operator. Agency staff have the right to use such methods as they deem necessary and appropriate to verify amounts claimed on expense invoices.

3. [§ 606] Accounting for Operating Expenses and Indirect Costs

Operator shall keep specific records and accounts for those operating expenses directly related to the operation of each Parking Facilities in the System. For those operating expenses indirectly related to the operation of each Parking Facility, which expenses are associated with operation of the entire System, Operator shall report those expenses by budget category. All expenses are to be passed through at the actual costs incurred. Expenses may not be "marked up."

C. [§ 607] Taxes

It is the intention of Agency and Operator that the System and its operation be exempt from taxation. In the event that any unit of government having taxing authority establishes its right to tax the System or its operation, then, and in that event, all taxes which are assessed shall be considered operating expenses within the meaning of Section 606.

D. [§ 608] Budget

For the initial term of this Agreement, Operator shall prepare an operating budget, by Parking Facility, and submit same to Agency by April 1, 2012, for the period covering April 1, 2012, and ending September 30, 2012.

Thereafter, Operator shall prepare an annual operating budget, by Parking Facility, and submit same to Agency by May 15 for Agency's next Fiscal Year commencing October 1. As set forth under the Idaho Urban Renewal Law, Agency's fiscal year commences each October 1st and ends each September 30th.

After submittal of the budget, Agency and Operator shall meet for the purpose of reviewing the budget and for inclusion of the budget described in this section in Agency's overall budget. Operator acknowledges that the Annual Operating Budget described herein shall be effective only when included within Agency's overall budget.

E. [§ 609] Accounts, Reports, and Audits

Operator shall prepare and submit monthly profit and loss statements as well as any incidental financial or operating statements as deemed necessary by Agency or as the normal course of operation shall dictate. Such statements shall clearly delineate between direct costs of operation attributable to the System and any costs incurred by Operator for managing other properties for which Operator is responsible.

Operator shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation and as from time to time may be required by Agency, in accordance with generally accepted governmental accounting principles (GAAP). The Operator shall keep all financial records and other records described in this Agreement in a manner and format acceptable to the Agency. Agency, at all times throughout the term of this Agreement or any extension hereof and for up to three (3) years following termination, shall have the right to inspect, audit, and examine during normal working hours all such records and books of account relating to Operator's operation hereunder, provided that Operator shall not be required to retain such books of account and records for more than three (3) years after the end of each year of this Agreement unless otherwise notified by Agency. At the end of three (3) years, such records should be turned over to the Agency for further disposition. The books of account and records shall reflect, but not be limited to, daily volume of parking and income and expense accounts per Parking Facility.

Such books, accounts, and statements shall also be subject to inspection under the provisions of Section 920 of this Agreement. Agency shall conduct an annual audit of the System operations. Operator agrees to provide Agency's auditors such information as may be needed to conduct such annual audit and to cooperate fully with Agency's auditors.

In addition, Operator shall make its records available to Agency at any time requested for inspection and review so that Agency staff may conduct internal audit review and testing, including but not limited to:

- Proper internal control procedures in compliance with GAAP are in place;
- Stated internal control procedures are consistently followed;
- Accounting records are complete and accurate; and
- Reported activity and balances can be verified with supporting documentation.

Finally, Agency may, at its discretion, have an independent audit conducted of **Operator**. If this audit should identify known or projected misstatements or errors of a material amount (exceeding 5% of annual revenue), Operator shall be required to reimburse Agency for the error and for 50% of the audit fees. Should the audit uncover fraud or other misconduct in any amount, Operator shall be required to reimburse Agency for the amount and 100% of the audit fees.

VII. [§ 700] INDEMNITY, INSURANCE, AND BONDS

A. [§ 701] Property Damage or Injury Indemnification

Operator covenants and agrees to pay, subject to all provisions of this Agreement, all damages for injuries to real or personal property or bodily and personal injury or death to the extent caused by any intentional or negligent act, misconduct or other fault, or any omission to act of Operator or any servant, agent, or employee of the Operator in connection with the operation of the System under this agreement. Operator covenants and agrees to defend, indemnify, and hold Agency harmless against all liabilities, losses, costs, damages, expenses, causes of action, suits, claims, demands, and judgments of any kind or nature whatsoever that may in any way come against Agency for or on account of personal injuries or death, and damage to real or personal property or to the loss of any personal property to the extent the same are caused or claimed to have been caused by Operator or any servant, agent or employee of Operator, including court and stenographic costs and an amount in reimbursement of reasonable attorney fees, but only to the extent same are caused by negligence, misconduct, or other fault of Operator, its agents, or employees; provided however, that Operator shall have no obligation to indemnify and hold Agency and its respective officers, agents, or employees, harmless from and against any matter to the extent it arises from the act of negligence or willful act of Agency or its respective officers, agents, or employees.

In case any action or proceeding is brought against Agency or its respective officers, agents, or employees, by reason of any such claim, Operator, upon written notice from Agency, shall, at Operator's expense, resist or defend such action or proceeding.

B. [§ 702] Fidelity Bond

Operator agrees to furnish a fidelity bond held by a company approved by Agency, indemnifying Agency against any dishonest acts of Operator or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than \$100,000 for all employees.

Operator agrees to provide a performance bond approved by Agency or a cash deposit in the amount of \$100,000, conditioned upon the full faithful performance by Operator of each and all of the covenants and agreements and undertakings set forth in the Agreement.

C. [§ 703] Insurance

Operator shall procure and maintain continuously in effect, during the term of this Agreement, policies of insurance of the kind and amount, as follows:

1. Worker's compensation coverage and employer's liability coverage as required by Idaho law.
2. Commercial general liability insurance, in minimum amounts of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverage's thereunder shall include System and operations liability, contractual liability, personal injury, owner's and contractors' protection, elevator liability, products, and completed operations coverage.

Such insurance shall provide that Agency is a named additional insured and that the policy may not be canceled without thirty (30) days' notice to Agency.

3. Automobile Liability Insurance covering use of all owned, non-owned, and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence. This policy shall be endorsed to name Agency, including its respective affiliates, directors, and employees, as additional insureds.
4. Robbery and holdup insurance (inside and outside) with \$5,000 limit per occurrence.

The foregoing insurance coverage shall be primary and noncontributing with respect to any other insurance or self-insurance that may be maintained by Agency. Participant's General and Automobile Liability Insurance policies shall contain a Cross-Liability or Severability of Interest clause. The fact that Participant has obtained the insurance required in this Section shall in no manner lessen or affect Participant's other obligations or liabilities set forth in the Agreement.

All insurance provided by Participant under this Agreement shall include a waiver of subrogation by the insurers in favor of Agency. Participant hereby releases Agency, including its respective affiliates, directors, and employees, for losses or claims for bodily injury, property damage, or other insured claims arising out of Participant's performance under this Agreement or construction of the Development.

Agency and Operator shall consider amendments to this section in order to comply with Agency's Parking Management Plans, Parking Agreements, or bond covenants and to respond to recommendations by Agency's Insurance Consultant.

D. [§ 704] General Insurance Requirements

All insurance required in this Section shall be taken out and maintained by insurance companies licensed in the State of Idaho with no less than an “A” rating by A.M. Best. Operator shall furnish Agency policies evidencing all such insurance or a certificate or certificates of the responsible insurers, stating that such insurance is in force and effect. Each policy of insurance herein required shall contain a provision that the insurer shall not cancel it without giving written notice to Agency of at least thirty (30) days before the cancellation becomes effective. All policies or certificates of insurance shall be approved by Agency.

The insurance coverage herein required may be provided by a blanket insurance policy or policies.

E. [§ 705] Agency Option

Agency may, at its option, provide that in lieu of the insurance requirements provided herein, it shall operate the System on a self-insurance or partially self-insured basis or may obtain the insurance itself, in which event or events Operator shall be entitled to purchase insurance providing coverage for itself for any liability which Operator may have under Idaho law and to charge the premium cost of said insurance as an operating expense under Section 606 hereof.

F. [§ 706] Insurance Consultant

Under the provisions of Agency’s bond financing covenants, Agency is required to retain an Insurance Consultant who shall review the insurance coverage of Agency to deal with, among other things, fire and peril insurance, business interruption insurance, flood insurance, and earthquake insurance. Operator agrees to use its best efforts to comply with the reasonable recommendations of the Insurance Consultant.

**VIII. [§ 800] DEFAULTS, REMEDIES, TERMINATION, AND
ALTERNATIVE DISPUTE RESOLUTION**

A. [§ 801] Surrender of System

Upon termination of this Agreement, by lapse of time or otherwise, Operator shall surrender and turn over possession of the System to Agency in the same manner and condition as it received the System, excepting reasonable wear and tear.

B. [§ 802] Effect of Default

It is expressly agreed between the Parties hereto that in the event any Parking Facility is deserted, vacated, or abandoned, or if Operator shall sell, assign, or pledge this

Agreement except as provided herein; or if default be made in the performance of any of the covenants and agreements to be performed by Operator; or if Operator shall fail to comply with any of the statutes, ordinances, rules, orders, regulations, or requirements of the federal, state, or city governments; or if Operator shall file a petition in bankruptcy, or make an assignment for the benefit of creditors or take advantage of any insolvency act, Agency may elect to terminate this Agreement and the terms hereof. In the event Agency elects to terminate this Agreement because of a violation of this section, upon such termination, Operator shall compensate Agency for the loss in revenue suffered by reason of such termination.

If Operator is in default of any of the terms and conditions of this Agreement or violates any law or ordinance or rules and regulations and fails or refuses, after ten (10) days' written notice, to perform or correct conditions by which such Agreement is breached, then this Agreement shall be deemed terminated without notice or demand.

In the event of any default or breach of this Agreement by Operator, Agency, in addition to any other rights or remedies it may have, shall upon three (3) days' notice have the immediate right of reentry. Upon exercise of the right of reentry, Agency may require Operator to remove all of Operator's property and restore the System.

Should Agency at any time terminate this Agreement for any breach, Agency may recover from Operator for any damages incurred by reason of such breach, including the costs of recovering the System, including reasonable attorney fees. In the event of such termination, Agency may withhold any future payments to Operator, on a pro-rated basis, in settling all accounts.

No payment of money by Agency to Operator after default, cancellation, or expiration of this Agreement or any extension thereof, shall reinstate, continue, or extend the term of this Agreement or affect any notice given to Operator by Agency or operate as a waiver of any right of Agency.

C. [\$ 803]Legal Actions

1. [\$ 804]Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement.

2. [\$ 805]Applicable Law

The laws of the State of Idaho shall govern the interpretation and enforcement of this Agreement.

3. [§ 806] Acceptance of Service of Process

In the event that any legal action is commenced by Operator against Agency, service of process on Agency shall be made by personal service upon the Chairman of Agency or in such other manner as may be provided by law.

In the event that any legal action is commenced by Agency against Operator, service of process on Operator shall be made by personal service upon Operator or in such other manner as may be provided by law and shall be valid whether made within or without the State of Idaho.

4. [§ 807] Alternative Dispute Resolution

In the event that a dispute arises between Agency and Operator regarding application or interpretation of any provision of this Agreement, the aggrieved Party shall promptly notify the other Party to this Agreement of the dispute within ten (10) days after such dispute arises. If the Parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the Parties may first endeavor to settle the dispute in an amicable manner by mediation. If the Parties elect to mediate their dispute, the Parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Boise, Idaho unless otherwise agreed by the Parties in writing. Should the Parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each Party shall have the right to pursue any rights or remedies it may have at law or in equity. If the Parties do not mutually agree to mediate the dispute, either Party may pursue any rights or remedies it may have at law.

D. [§ 808] Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party. Specifically, Agency retains all the rights and remedies stated herein without exception, including but not limited to recovering on the fidelity bond, performance bond, and insurance policies defined in Sections 702, 703, and 704 of this Agreement.

E. [§ 809] Attorney Fees

In the event of any action or proceeding at law or in equity between Agency and Operator to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such litigation shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if

such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment.

F. [§ 810] Choice of Law

This Agreement shall be interpreted in accordance with and governed by the laws of the State of Idaho. The language in all parts of this Agreement shall be, in all cases, construed according to its fair meaning and not strictly for or against Operator or Agency.

IX. [§ 900] MISCELLANEOUS

A. [§ 901] Notice

All notices, demands, or other communications hereunder shall be in writing and shall be deemed given when personally delivered or if sent by certified or registered mail, postage prepaid, with proper address as indicated below. Agency and Operator may, by notice given to each to the other, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement.

Until otherwise provided by the respective Parties, all notices, certificates, or other communications to them shall be sent when required as contemplated by this Agreement. Until otherwise provided by the respective Parties, all notices, demands, and communications to each of them shall be addressed as follows:

To Agency:

Anthony Lyons, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702-5804
208-384-4264

To Operator:

(name), (title)
Name of Firm
Address
City / State / Zip
Telephone
Email

Telephone numbers and E-mail addresses are for convenience and not to be used

for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier, E-mail or FAX. Either Party may, by written notice, change the address, telephone number FAX number, or e-mail address listed above.

B. [§ 902] Compliance with Laws and Ordinances

Operator agrees to operate the System in compliance with this Agreement and all laws and ordinances in effect or which may hereafter be adopted, including, but not limited to, federal law and regulation, laws of the State of Idaho and ordinances of Ada County, Boise City and Ada County Highway District.

C. [§ 903]Rules and Regulations

Agency may, at its discretion, adopt reasonable rules and regulations relating to the operation and use of the System; and Operator agrees to abide by such rules and regulations.

D. [§ 904]Assignability by Operator

The rights, obligations and duties under this Agreement of Operator shall not be assigned or transferred, in whole or in part, without the prior written permission of Agency.

E. [§ 905]Damage, Destruction, or Sale

If during the term of this Agreement all or any part of any Parking Facility which is part of the System shall be destroyed or materially damaged from any cause, Agency shall have the option to repair, replace, and restore the damaged portion of the Parking Facility to its former condition or to discontinue all or any part of the operations of the Parking Facility. In either case, Agency may, at its option, cancel, modify, or suspend the operation of this Agreement as it related to such Parking Facility upon thirty (30) days' notice to Operator. In such instance, Operator's expenses and Operator's fees shall be adjusted accordingly. Likewise, such adjustment shall be made in the event Agency sells or transfers any Parking Facility which constitutes part of the System.

F. [§ 906]Handicapped Parking

In order to comply with applicable standards established by federal, state, or local law, parking spaces for access by the handicapped throughout each Parking Facility shall be located in mutually designated areas by Agency and Operator as may be required.

G. [§ 907]Advertising and Promotion of the System

Agency may, from time to time, request Operator or others to advertise and promote the System in a manner approved by Agency. The costs for this advertising and promotion will be reimbursed to Operator by Agency as an operating expense under Section 606. Agency reserves the right to sell advertising space in the elevators, garage walls, gate arms, etc. as an additional revenue source as allowed by law or regulation. All advertising media shall be the property of the Agency.

H. [§ 908]Operator to Cooperate

If Parking Facilities in the System are operated by more than one operator, each operator, including Operator, shall cooperate with Agency and the other operators in carrying out mutual programs and policies.

I. [§ 909]Option to Add Parking Facilities /Option to Delete Parking Facilities

Agency may add to this Agreement additional Parking Facilities which shall be managed by Operator under the same terms and conditions of this Agreement. Likewise, Agency may delete from this Agreement those Parking Facilities which may be closed or conveyed to others.

J. [§ 910]Free or Reduced Fee Use of Parking Facilities

Agency may allow free or reduced fee parking in its Parking Facilities for certain events or programs. If Agency permits reduce fee parking in Parking Facilities, Operator shall manage the operation of the Parking Facility or lot as directed by Agency. Any expenses incurred will be reimbursed as an operating expense as defined in Section 606, but will not be included as an operating expense for net revenue calculations.

K. [§ 911]Reserved

[Reserved]

L. [§ 912]Event Parking

Agency intends that the System will be open for events throughout the Project Areas. Operator shall manage the System as directed by Agency to accommodate these events and provide all parking studies and accounting for the individual events as required by Agency. Operating expenses incurred to accommodate event parking shall be included in the reimbursable expenses, and revenues shall be included in title gross revenues per Parking Facility. Operator shall perform all prepaid event parking solicitation as directed by Agency.

The Parking Management Plans describe the impact of Event Parking on Agency's Parking System. Operator shall, in conjunction with Agency, to administer the Event Parking Plan.

M. [§ 913] Agency's Right to Access Parking Office

Agency reserves the right to access Operator's the parking office when needed during normal business hours and after hours.

N. [§ 914] Agency's Right to Inspect and Make Repairs

Agency shall have the right, at such times as may be reasonable under the circumstances, and with as little interruption to Operator's operations as is reasonably practicable, all as determined by Agency to:

1. Inspect the Parking System at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Operator has complied and is complying with the terms and conditions of this Agreement.
2. Perform maintenance and make repairs and replacements.
3. Perform maintenance and make repairs and replacements in any case where Agency determines that it is necessary or desirable to do so in order to preserve the structural safety of the System or of individual Parking Facilities or to correct any condition likely to cause injuries or damages to persons or property.

O. [§ 915] Descriptive Headings

The headings used herein are for description only and for the convenience of identifying the provisions hereof and are not determinative of the meaning or effect of any of the provisions of this Agreement.

P. [§ 916] Severability

If any provision of the Agreement shall be invalid or unenforceable, the remainder hereof shall nevertheless continue in full force and effect.

Q. [§ 917] Parties in Interest

All terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties hereto and by their respective successors in interest.

R. [§ 918] Not a Lease

The Parties acknowledge that this Agreement does not constitute a lease of any Parking Facility or of the System in total and Operator assumes to responsibility for taxes, repairs, or upkeep of the System, except as provided in Section 306 of this Agreement.

S. [§ 919] Governmental Action

In the event any governmental authority takes any action that inhibits or adversely affects vehicle ingress to or egress from a Parking Facility in the System or from the System in total whether by threat of eminent domain or any other government power, or if any governmental authority takes any action relating to the parking, fueling, or use of motor vehicles which causes or substantially contributes to a reduction in the use of the Parking Facilities or the System in total, Operator shall have the right to terminate this Agreement by giving one hundred twenty (120) days' written notice to Agency or continue its operations in the remainder of the System, if any.

T. [§ 920] Inspection of Books and Records

Agency has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Operator pertaining to the System as pertinent to the purposes of this Agreement.

Operator also has the right, upon not less than seventy-two (72) hours' notice, at all reasonable times, to inspect the books and records of Agency pertaining to the System as pertinent to the purposes of this Agreement.

U. [§ 921] Amendments to This Agreement, Bond Counsel/Tax Counsel Modifications

Operator and Agency agree to mutually consider requests for amendments to this Agreement which may be made by any of the Parties hereto or bond counsel, tax counsel parking consultants, insurance consultants, or financial consultants to Agency or Operator, provided such requests are consistent with this Agreement and would not substantially alter the basic business terms included herein. The Agreement is specifically conditioned upon review and approval by bond counsel/tax counsel. Any

suggested changes by bond counsel/tax counsel shall be memorialized by amendment to this Agreement.

V. [§ 922] Identity and Authority of Agency

Each of the persons executing this Agreement on behalf of Agency does hereby covenant and warrant that Agency has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Agency and no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Agency. Upon Operator's request, Agency shall provide Operator with evidence reasonably satisfactory to Operator confirming the foregoing covenants and warranties.

W. [§ 923] Identity and Authority of Operator

Each of the persons executing this Agreement on behalf of Operator does hereby covenant and warrant that Operator has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Operator; that no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Operator. Upon Agency's request, Operator shall provide Agency with evidence reasonably satisfactory to Agency confirming the foregoing covenants and warranties.

X. [§ 1000] COUNTERPARTS

This Agreement may be executed in any number of counterparts, and once so executed by all Parties hereto, each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one (1) agreement.

XI. [§ 1100] ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original. This Agreement includes:
Exhibit A (Map of the Project Areas and System);
Exhibit B (List of Parking Facilities in System);
Attachment 1 (the Central District Public Parking Management Plans)

Exhibits A and B and Attachment 1 attached hereto are incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Operator, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Operator.

XII. [§ 1200] EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date when the Agreement has been signed by Agency.

IN WITNESS WHEREOF, Agency and Operator have caused this Agreement to be executed in their respective corporate names, and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of:

_____, 2012 CAPITAL CITY DEVELOPMENT CORPORATION.

By _____
Chairman

Date: _____

ATTEST:

By _____
Secretary

_____, 2012 _____
"Operator"

By _____
(typed name), (typed name of officer, title)

Date _____

Approved as to Form

DRAFT

