

**CONTRACT BETWEEN CITY OF PENSACOLA AND  
LAZ FLORIDA PARKING, LLC**

**BASED UPON REQUEST FOR PROPOSALS #22-047**

**THIS CONTRACT (“Contract” or “Agreement”)** is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Pensacola (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502, and LAZ Florida Parking, LLC (“Contractor” or “Manager”), a limited liability company authorized to do business in Florida, located at 400 Washington Avenue, Suite 640, Miami Beach, Florida 33139, (the City and Contractor collectively referred to hereinafter as the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City solicited for Request for Proposals #22-047 on June 10, 2022 (“RFP”), for Operation of Public Parking Facility at Pensacola International Airport, as modified by any addendum to the RFP (“Addenda”), all as attached hereto as Exhibit A and incorporated herein by this reference (collectively referred to hereinafter as the “RFP Documents”); and

**WHEREAS**, in response to the RFP Documents, the Contractor submitted to the City a proposal dated August 1, 2022, attached hereto as Exhibit B and incorporated herein by this reference; and

**WHEREAS**, the City has awarded the Contract to the Contractor; and

**WHEREAS**, the Parties desire the Contractor to perform as described in the RFP Documents and the Proposal and pursuant to the terms and conditions of this Contract; and

**WHEREAS**, the Parties desire to enter into this Contract;

**NOW, THEREFORE**, in consideration of the work to be performed and the payment for the performance of the work, of the mutual covenants and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

**Section 1. Recitals.**

The recitals contained above are true and correct and are incorporated into this Contract.

**Section 2. Definitions, Interpretations and Exhibits.**

**2.1 Definitions.** Except as otherwise clearly indicated by the context, the words and phrases defined in this section shall have the following meanings when used in this Agreement.

- A. **"Airport"** shall mean the Pensacola International Airport, located in Pensacola, Florida.
- B. **"Airport Director"** shall mean the Airport Director as appointed by the City, the successor or successors to the duties of such official, or any other person designated and authorized to act on behalf of said Airport Director.
- C. **"Budget"** shall mean the Manager's annual budget approved for the Parking Facilities in accordance with Section 7.8, including any approved amendment thereto.
- D. **"Commencement Date"** shall mean the date upon which City notifies Manager that operations under this Agreement are to commence.
- E. **"City"** shall mean the City of Pensacola, generally acting by and through its Airport Director, or a duly authorized representative of the Airport Director.
- F. **"Contract Year"** shall mean each consecutive twelve (12) month period beginning February 1, 2023.
- G. **"Gross Receipts"** shall mean that amount defined and calculated in accordance with Section 7.1.
- H. **"Manager's Reimbursement"** shall mean the amount due the Manager as reimbursement for those approved direct expenses incurred for managing and operating the Parking Facilities. Manager's Reimbursement shall be outlined in an annual budget reviewed and approved by the Airport Director.
- I. **"Manager's Compensation"** shall mean the amount due the Manager as reimbursement for those indirect fees associated with the administration of the Parking Facilities. Manager's Compensation shall be an amount as included in Manager's proposal for the operation of the Parking Facilities.
- J. **"Net Operating Revenue"** shall mean Adjusted Gross Receipts less Reimbursements.
- K. **"Operating Equipment"** shall mean that equipment, other than Parking Equipment, provided by the City necessary for the maintenance and operation of the Parking Facilities; the Operating Equipment, if any, as of the execution date of this Agreement being listed on Exhibit D to this Agreement.
- L. **"Parking Charges"** shall mean those parking charges adopted and authorized by City from time to time and listed on Exhibit E.
- M. **"Parking Equipment"** shall mean that parking and revenue control equipment provided by City including but not limited to equipment to control the entrance and

exit of automobiles and other authorized motor vehicles to and from the Parking Facilities and to dispense tickets, count entrances and exits, receive and account for receipts from parking; the Parking Equipment under this Agreement as of the execution date hereof being listed on Exhibit D to this Agreement.

N. **"Parking Facilities"** shall mean those improved and unimproved areas of land, including the improvements presently thereon, or hereafter constructed thereon, provided and assigned by City from time to time under this Agreement, for the entrance, exit and parking of automobiles and other authorized motor vehicles of passengers, patrons, tenants and other users of the Airport; the improved and unimproved areas of land provided and assigned as of the execution date of this Agreement being depicted as shown on Exhibit C to this Agreement.

O. **"Policies and Procedures Manual"** shall mean Manager's Policies and Procedure Manual approved pursuant to Paragraph C of Section 4.5.

P. **"Reimbursement"** or **"Reimbursements"** shall mean those reasonable and necessary direct payroll expenses, fringe benefits, maintenance, and operating expenses directly incurred in the operation of the Parking Facilities authorized under this Agreement, as further described in Section 6.01 and included in Manager's annual budget approved by the Airport Director. Reimbursements shall not include any cost or expense covered within Manager's Compensation or any cost or expense incurred by Manager as a result-of Manager's intentional misconduct, negligence, violation of law, breach of any term or condition of this Agreement, any penalty, charge or the amount of any liquidated damages payable by Manager under this Agreement, or any cost or expense resulting from Manager's indemnity obligations under this Agreement. Further, Reimbursements shall not include fines or penalties resulting from late payment of obligations and repairs to equipment caused by Manager's employees or agents.

Q. **"Site Manager"** shall mean Manager's site manager for the Parking Facilities recommended by Manager and approved by the Airport Director pursuant to Section 4.4 hereof, and who shall be assigned to and located at the Airport.

R. **"Terminal Area"** shall mean those areas of the Airport comprising the terminal building, terminal curbside and walkways, the terminal's enplaning and deplaning roadway and other appurtenances adjacent to the terminal building necessary for the landside movements of passengers and vehicles.

**2.2 Interpretation.** Except as otherwise clearly indicated by the references in the text of this Agreement to articles, sections, paragraphs or exhibits pertain to articles, sections, paragraphs or exhibits of this Agreement.

The terms, "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Words importing the singular shall include the plural and vice versa.

**2.3 Incorporation of Exhibits.** The following Exhibits are hereby made a part of this Agreement and incorporated by reference:

- Attachment A Public Records Requirements
- Exhibit A RFP Documents
- Exhibit B Proposal
- Exhibit C Parking Area Plan
- Exhibit D Parking and Operating Equipment
- Exhibit E Approved Parking Charges
- Exhibit F Annual Budget Format
- Exhibit G Manning Table
- Exhibit H Request for Monthly Reimbursement Format
- Exhibit I Performance Incentive Bonus Format
- Exhibit J Performance Guarantee Format

**2.4 Incorporation of Proposal Documents.**

All instructions, specification, statements accompanying the proposal, and the proposal itself, all of which do not conflict with the provisions contained herein shall be considered a part of this Agreement and Manager shall operate in accordance with, and subject to, all of the terms and conditions of this Agreement and the Proposal Documents.

**Section 3. Parking Facilities and Equipment.**

City hereby makes available to Manager the Parking Facilities, and the parking spaces therein, described in Section 3.1 hereof situated and depicted on Exhibit C, solely for the purpose of providing the parking services specified herein.

**3.1 Description of Facilities.**

The Parking Facilities shall be comprised of the vehicle parking areas serving the Terminal Area of the Airport, as shown on Exhibit C, including the main (primary) surface lot, the parking garage, Economy Lot 1, Economy Lot 2 and Economy Lot 3 surface lots and parking lot improvements situated therein, including paving, sidewalks, curbs, lighting, marking, signage, landscaping, electrical and drainage systems. Parking Facilities shall not include the Rental Car Ready/Return Lot or any other parking facilities not included within Exhibit C.

### **3.2 Changes and Additional to Parking Facilities.**

City reserves the right, at any time it deems appropriate or necessary, to alter, change, improve, decrease, remove from or add to the Parking Facilities, including, but not limited to, the right to add, temporarily or permanently, additional parking areas, lots, and parking structures to the Parking Facilities to be operated hereunder. If any of the other aforesaid facilities are added to the Parking Facilities of this Agreement, Manager agrees to manage and operate the same under this Agreement for the same Reimbursements and Manager's Compensation as provided for in this Agreement. Changes to Parking Facilities shall be reflected in a revised Exhibit C provided to Manager by the City.

### **3.3 Access to Parking Facilities.**

- A. City hereby provides to Manager the right of ingress and egress with respect to the Parking Facilities, to the extent necessary, for the purpose of managing, maintaining, and operating the Parking Facilities.
- B. The Airport Director shall have the right at all times to direct or prescribe regulations governing and controlling the flow of traffic within the parking facilities and on the Airport.
- C. Manager shall have the right to the use of vehicular parking facilities for its employees at the Airport. Such facilities shall be located in an area designated by the Airport Director.

### **3.4 Parking Equipment.**

- A. City hereby authorizes Manager to utilize and operate the Parking Equipment and Operating Equipment described in Exhibit D and situated within the Parking Facilities for its use in the management, maintenance and operation of the Parking Facilities, including revenue control systems, gates and ticket imprinter and dispensing equipment.
- B. City also authorizes Manager to utilize and operate such additional Parking Equipment and Operating Equipment and additions and improvements to the Parking Facilities as may hereafter be installed or made or purchased by City or by Manager, with the approval of City, under the provisions of Section 9.1 of Article VIII hereof, subject to the addition of same to Exhibit D to this Agreement.

### **3.5 Utilities.**

Except as otherwise provided for herein, all utilities required at the Parking Facilities shall be provided by City and City shall pay the utility charges for the same directly to the utility provider. Notwithstanding the foregoing, Manager shall arrange and pay for monthly telephone service charges at the Parking Facilities and include such cost as

an expense within its monthly reimbursement.

### **3.6 Manager's Acceptance of Facilities and Equipment.**

Manager hereby acknowledges that it has examined the Parking Facilities and Parking and Operating Equipment as they exist on the commencement date hereof and accepts the same for use "as is" in their present condition.

## **Section 4. MANAGEMENT AND OPERATION OF PARKING FACILITIES.**

### **4.1 Retention of Manager.**

City hereby retains Manager to manage and operate the Parking Facilities at the Airport described in Article II hereof and those additional parking facilities as may be designated in writing by the Airport Director, including temporary or permanent satellite facilities, when and if established, and assigned by the Airport Director. Manager hereby agrees to manage and operate said Parking Facilities in accordance with all terms and conditions of this Agreement, including but not limited to the policy, operational, maintenance, personnel, cash handling and revenue control procedures set forth in Manager's Policies and Procedures Manual developed by Manager and approved by the Airports Director pursuant to Paragraph C of Section 4.5 of this Agreement and the terms and conditions and exhibits to this Agreement.

### **4.2 Policy and Obligations Governing Agreement.**

Manager hereby acknowledges and agrees that it is aware that in entering into this Agreement with City, the City has charged Manager with the responsibility and duty to be a pro-active management resource to the City, assuming the primary management role in planning, providing, managing, scheduling, equipping, operating and maintaining public parking facilities, services and resources for and on behalf of the City. In furtherance of this responsibility to City, Manager agrees to provide the planning, technical, marketing and customer service expertise and financial and operational management expertise, and the personnel, labor, materials, supplies and equipment to maintain and operate the Parking Facilities as follows:

- A. **Parking Charges:** Manager shall charge and collect on behalf of City and account for and deliver to City, in accordance with the requirements herein, all monies paid or payable as Parking Charges established by City for the use of parking spaces at or in the Parking Facilities. The Parking Charges established by the City as of the execution date of this Agreement are shown on Exhibit E. City shall have the right to increase or decrease Parking Charges at any time upon seven (7) days prior written notice to Manager. Manager shall, at City's request, prepare and submit to City its recommendations for adjustments to Parking Charges, including financial analyses supporting the recommendation. Manager shall permit no unauthorized use of the Parking Facilities and shall not charge any more or any

less than the amounts indicated in the currently effective Parking Charges. Manager shall promptly refund to the patron, when warranted, the amount of any overcharge.

B. Credit Cards: Manager shall provide credit card processing services from all of the exit gates at the Parking Facilities. To this end, the Manager shall interface with the Airport point-of-sale computers and shall acquire the necessary card readers, processing equipment and telephone service-necessary. At a minimum, Manager shall be capable of processing payments from VISA, MASTER CARD, AMERICAN EXPRESS, and DISCOVER CARD. Electronic authorization shall be obtained on all transactions with no floor limits. Services shall include but not be limited to:

- issuing transaction authorization
- submitting transaction information into issuer's computer system
- obtaining funds from issuer
- depositing funds via automated clearing house to City's bank account
- billing City and providing monthly reconciliation information statement

Notwithstanding the foregoing, City reserves the right to negotiate and implement such credit card arrangements for the Parking Facilities directly with the involved credit card company and in such case Manager shall operate the system established in accordance with the procedures and arrangements negotiated by City.

C. Parking Contract with Patrons: Manager shall provide all ticket stock for use in the parking equipment owned by the City. The contract with each operator of a motor vehicle for entry into the Parking Facilities shall consist solely of a pre-numbered, automatically dated and time-stamped (on both the ticket itself and a magnetic stripe on the ticket) parking ticket which shall be issued by the parking equipment to the operator of each motor vehicle upon its entrance into the Parking Facilities and which ticket shall contain only such terms, conditions, and provisions as the City shall approve in writing and no other provisions whatsoever.

Manager shall be responsible for protecting all parking tickets in its possession from theft or misuse. New parking tickets will be handled in the following manner:

- Inspect new tickets to assure they meet specifications
- Requisition tickets on an as needed basis to be determined by Manager. All new orders to be shipped and received by Manager.
- Ensure tickets kept on hand are stored in a secure place with only supervisory access and issued in numerical sequence.
- Replenish supplies in spitters to assure continuous operation.

Supplies will be monitored at a minimum, once per shift.

Voided tickets, time check tickets and test tickets will be handled in the following manner:

- As required, a shift supervisor may remove a ticket to test for proper spitter performance, which will be voided and returned to the Parking Facility's office.
- Each such voided or test ticket detailed above will be voided by stamping "VOID" on the ticket. Will be initialed by the Site Manager or shift supervisor and will be recorded daily in a separate log.
- All "found" or not regularly transacted tickets will be voided and maintained in the same manner as the above.

D. Ticket Accountability: Manager shall account for all parking tickets and shall report unaccounted for tickets. Lost tickets are those tickets claimed to have been lost by parking patrons and shall be accounted for by a lost ticket form as approved by the City and included in the Manager's Policy and Procedures Manual. Said lost ticket form shall include the patron's name, address, phone number and signature. Each month Manager shall audit a minimum of ten percent (10%) of all tickets claimed as lost by parking patrons to ensure the validity thereof. Those tickets that have been properly researched and have appropriate backup documentation will not be included in the total tickets defined below as unaccounted for tickets.

Unaccounted for tickets are those tickets not properly transacted or recorded, with the exception of: 1) tickets lost by customer that meet the criteria above, 2) tickets that have been properly voided, and 3) tickets that have been properly validated. If during any single month the unaccounted for tickets ration exceeds three-quarters of one percent (.0075) of total tickets collected in that month, the City reserves the right to decrease the management fee by two dollars and fifty cents (\$2.50) per lost ticket. If during any three- month period the average unaccounted for ticket ratio exceeds one-half of one percent (.0050), the City reserves the right to impose an unaccounted for ticket penalty on the Manager which shall be graduated as follows:

<u>Percentage of Tickets Unaccounted For</u>	<u>Penalty</u>
.000 - .001	0
Above .001 - .005	\$1.00 per ticket
Above .005 - .0075	\$2.50 per ticket
Above .0075 - .01	\$5.00 per ticket
Above .01	\$25.00 per ticket

The above penalty shall be imposed at the sole discretion of the City but only if the unaccounted for tickets, in the opinion of the City, are excessive. An unaccounted for ticket report initialed by the Site Manager shall be submitted



with the monthly invoice.

- E. Keys: Manager will exercise extreme care to assure that access to keys to the revenue control buildings and to the various pieces of revenue control equipment is restricted only to those personnel needing keys to perform their duties properly. A list of such employees, including names, addresses, and telephone number will be maintained by Manager at all times and provided to the City upon request.
- F. City Permits, Validations and Complimentary Parking: City shall have the right to waive Parking Charges at the Airport Director's discretion for guests and others using the Parking Facilities by stamping their parking tickets in an authorized manner, to provide complimentary or reduced fee parking through permits or through other validation procedures established by the Airport Director. All tickets issued and redeemed related to all the afore-referenced complimentary, discounted, validated and permit parking shall be reported and strictly accounted for by Manager in the manner prescribed by City. The Airport Director shall delineate and provide to Manager the City's policy with respect to all such complimentary, discounted, validated and permit parking, and update said policy from time to time for changed circumstances. Manager shall follow such policy and controls in handling such parking transactions and incorporate the same into Manager's approved Policies and Procedures Manual. Neither Manager nor its Site Manager shall have the authority to authorize, contract for or otherwise allow complimentary, discounted or permit parking within the Parking Facilities.
- G. Parking Space Availability: Manager shall constantly monitor the availability of space within the Parking Facilities to ensure the constant availability of space and shall coordinate with the City when requested to plan, implement and operate temporary accommodations or operations for holidays and peak travel periods when additional parking demand occurs.
- H. Parking Inventory: Manager shall inventory all vehicles in the Parking Facilities on a daily basis by license plate number and shall maintain a list of all vehicles for use in a lost ticket situation. Manager shall provide City with a report on a monthly basis outlining any vehicle that has been in the Parking Facilities for in excess of 30 days, and shall coordinate with the City for investigations on abandoned and stolen vehicles and the removal/recovery of the same. Procedures for vehicle inventory shall be included in the Manager's Policy and Procedures Manual. Manager shall provide City with a report on a monthly basis outlining facility utilization to include State and county of vehicles shown on the nightly vehicle inventory.
- I. Handicapped Parking: Manager shall coordinate with the City to assure that adequate parking spaces are reserved for use of handicapped persons and that said spaces are properly designated as such. Manager shall use its best efforts to ensure that such spaces are used only by bona fide handicapped persons. Manager shall be responsible for notifying the City's Airport Police Office of any

unauthorized parking in spaces designated for the use of handicapped persons.

- J. Towing and Emergency Assistance: Manager shall provide the following services and assistance to patrons upon request: (1) Manager shall provide jump start services for patrons with dead batteries (2) Manager shall provide patron's with the telephone numbers for entities that provide emergency towing services, lock opening services, and tire inflation/changing services.
- K. Shuttle Operation: Manager shall be responsible for providing regularly scheduled shuttle service to and from the passenger Terminal Building and economy parking lot(s), and as needed and requested by the City.
- L. Maintenance, Repair of Shuttle Vehicles: Manager shall be responsible for all maintenance and repair of the shuttle vehicles, the expenses of maintenance and repair to be included as an expense within Manager's Reimbursement. Manager shall service and repair the shuttle vehicles in accordance with the recommendations of the manufacturer. When a shuttle vehicle is removed from service for its routine maintenance and/or repair, there shall be a shuttle vehicle still in service to make certain continuous shuttle service is provided to customers and passengers. In the event shuttle service is interrupted and there are no vehicles available for service due to mechanical break downs, maintenance and/or repair, then a shuttle vehicle shall be acquired by the Manager until the shuttle vehicle service can be restored. The cost of providing this substitute shuttle vehicle may be included as an expense within Manager's Reimbursement, unless such repair or maintenance is due to the negligence of the Manager or its employees.
- M. Shuttle Drivers: Without limiting Manager's obligations under Paragraph F of Section 4.4 hereof, Manager shall be responsible for the selection and hiring of the shuttle drivers. Prior to hiring a driver for the shuttle, Manager shall perform a background and MVR check on the driver candidate to determine the nature and quality of the candidate's background and driving record. The candidate's background check must be satisfactory for Airport employment, must show a valid driver's license, and the candidate must have an insurable driving record. Post-accident drug and alcohol testing shall be required of each shuttle driver as soon as practicable following an accident which results in, a) personal injury or fatality, b) driver receiving a citation for a traffic violation, c) one or more vehicles incurs damage that requires towing from the site, or d) property damage reasonably estimated to exceed \$500.00.
- N. Curbside Traffic Control and Enforcement: Manager shall provide for staffing of Traffic Control Officers to patrol and manage the Terminal Building curbside and shall provide training to ensure continued certification of the TCOs in order for them to legally issue traffic citations to offenders. Manager shall provide for a Lead Traffic Control position to act as liaison between Manager staff and Airport Administration.
- O. Automatic Vehicle Identification Administration: Manager shall maintain a log of AVI

tags both issued and available for sale to Active Aircrew Members and Taxi Cab operators authorized to operate at the Airport.

#### **4.3 Equipment and Signage.**

- A. Equipment: City shall procure and Manager shall operate and maintain such current and future Parking Equipment and Operating Equipment as is necessary for the operation of the Parking Facilities.
- B. Signs: City shall procure, install, operate and maintain such informational, directional, lot identification and Parking Charge signs within the parking facility as are necessary for the operation of the Parking Facilities.

#### **4.4 Personnel.**

Manager shall recruit, hire and train such management, supervisory, cashiering, clerical and maintenance personnel as are necessary to manage and operate the Parking Facilities and operate the shuttle vehicles, in accordance with the terms of this Agreement, including the manning schedule, as are established in Exhibit G to this Agreement. Said personnel requirements shall specifically include the following:

- A. Site Manager/Asst. Site Manager: Manager shall select and appoint an experienced and qualified Site Manager whose duty and responsibility shall be the day-to-day management and operation of the Parking Facilities only at Pensacola Gulf Coast Regional Airport on behalf of Manager. The Site Manager shall be assigned a duty station in the main toll plaza where he/she shall be available a minimum of forty (40) hours per week during normal business hours. The Site Manager shall be vested with full power and authority to conduct the normal and ordinary operations of Manager at the Parking Facilities, including the authority to regulate the appearance, conduct and demeanor of Manager's employees and agents. Said Site Manager shall be available during scheduled working hours. During his or her extended absence, a responsible subordinate with commensurate authority shall be in charge and available and acting as the designated "Assistant Site Manager". He or she shall at all times be accessible by telephone or mobile phone for emergencies. In the event of the Site Manager's absence, there shall be designated an acting or assistant Site Manager who *will* take on the job tasks and authority of the Site Manager, during such absence. Said Site Manager shall be subject to the initial and continuing approval of the Airport Director.
- B. Shift Supervisors: Manager shall select Shift Supervisors to assist the Site Manager in the supervision of all aspects of the Agreement, shall act as the manager in the absence of the Site Manager or Asst. Site Manager, and shall be present at the Parking Facility a minimum of *forty* (40) hours per week, usually at those times when the Site Manager is not present. The Asst. Site Manager may

act in the capacity of Shift Supervisor during his/her scheduled hours.

- C. Cashiers and Other Employees: In addition to the Site Manager, Manager shall select, hire and train such full-time and part-time cashiering, clerical, maintenance and other support personnel as are necessary to meet the staffing and manning schedules for the operation of the Parking Facilities as are developed by Manager and approved by City. Manager shall develop staffing levels and personnel schedules reflecting the demand created at the Parking Facilities by airline schedules and passenger loads, including season and weather-related fluctuations to the same. The initial staffing and manning schedule for the Parking Facilities at the commencement date of this Agreement are delineated on Exhibit G. Cashiers, clerical, maintenance, drivers and other support personnel shall be paid an hourly direct wage not less than the minimum hourly wage as required by Federal or State law.
- D. Corporate Resources: Manager shall provide, as part of its management obligations hereunder and without additional compensation, the resources of its corporate staff to support the management and operation of the Parking Facilities, including but not limited to resources to support Parking Equipment and extraordinary operations problems.
- E. Addition and Deletion of Personnel: The Airport Director shall have the right, from time to time, and at any time, upon thirty (30) days written notice to Manager, to require Manager to add or delete personnel, whether permanent or part-time employees, from the initial approved schedule of staffing at the Parking Facilities, as shown on Exhibit G, and Manager shall comply with the Airport Director's instructions forthwith. Manager may recommend additions or deletions of personnel, but all of said additions shall be subject to the Airport Director's approval.
- F. Oversight and Control of Personnel
1. Manager shall screen, select and train personnel that have the requisite public contact skills, technical ability, employment history, criminal history and personal background to perform the duties to which they are assigned. All personnel involved in handling cash must be bonded or covered by appropriate insurance.
  2. All personnel shall be uniformed, and shall wear identification badges or name tags.
  3. Manager's employees at the Airport shall be courteous to customers and clean and neat in appearance at all times; employees shall not continue a telephone conversation and handle customers at the same time.
  4. Manager's employees shall not use improper language or act in a loud, boisterous or otherwise improper manner.

5. Manager's employees shall comply with City's smoking policy or regulation, as it now exists, and as it may be hereafter amended.
6. Manager's employees shall not drink an alcoholic beverage while on duty, take or be in possession of illegal drugs or be under the influence of a drug or alcoholic beverage while on duty.
7. Manager's employees shall not permit friends, family or others to come into the cashier's booth.
8. Manager's employees shall not bring any weapon upon the Airport premises nor possess a weapon while on the Airport premises.
9. Manager shall promptly discharge employees not meeting the standards imposed by Manager, this Agreement or the requirements of the City for personnel working at the Parking Facilities or the Airport.
10. Manager shall promptly report to the Airport Director any theft or suspected theft from the Parking Facilities or discharge of employee due to actual or suspected dishonesty.
11. Manager shall not permit any person to operate a licensed vehicle owned by or rented to City unless such person has a valid driver's license and an insurable driver's record. Manager shall provide department of motor vehicle record upon request and shall promptly notify City of any accident involving the shuttle bus operations.
12. Manager shall maintain at all times adequate fidelity bonds or insurance as outlined herein on its employees who handle cash.
13. Manager shall immediately remove from service at the Airport any employee the Airport Director requests for any reason whatsoever.

#### **4.5 Conduct of Operations and Quality of Service.**

- A. Manager shall manage and operate the Parking Facilities in a first class manner utilizing in all respects the highest standards and best practices found in airport public parking operations in the United States. Manager shall employ practices which will maximize Gross Receipts and minimize expenses of operation, while remaining consistent with the high quality of service required for Airport customers and patrons by City. Manager shall operate the Parking Facilities in a manner so as to prevent congestion on the Airport access roads and it is expressly agreed that there shall not be a sustained back-up of exiting vehicles for longer than five minutes unless all exit lanes are open.

- B. Manager shall operate the Parking Facilities *twenty-four* hours per *day*, seven days per week, including Sundays and holidays, throughout the year, unless the Airport Director shall change such hours of operation by notice, in writing, to Manager.
- C. No later than sixty (60) days after the Commencement Date of this Agreement, Manager shall develop a Policy and Procedures Manual for the management and operation of the Parking Facilities, all provisions of which shall be subject to the written approval of the Airport Director. Said manual shall address, at a minimum, the following subjects: (1) Manager's conceptual approach for the management and operation of the Parking Facilities; (2) general operating and management policies; (3) customer service policies; (4) purchasing and procurement policies and procedures; (5) cash control, deposits, credit card accounting and audit procedures; (6) lot and revenue control procedures; (7) lost ticket procedures; (8) customer complaint and ticket adjustment procedures; (9) employee job descriptions; (10) employee wage and compensation schedules, including policies for longevity pay for employees; (11) employee code of conduct; (12) employee training guides; (13) employee schedules; (14) accident and incident procedures; (15) facilities maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, equipment to be used or leased, hours of work, number of employees required); equipment maintenance procedures (including schedule and tasks to be performed daily, weekly, monthly, quarterly and annually, as well as emergency repairs procedures/contracts); (16) emergency procedures; (17) procedures to identify and handle abandoned and stolen vehicles; (18) location of Manager's office, and home and mobile phone numbers; (19) shuttle operating and maintenance procedures; and (20) company personnel policies. It shall be the responsibility of Manager to continuously update the contents of the manual to ensure that at all times it reflects the most current policies and procedures for the management and operation of the Parking Facilities. All of said changes shall be subject to written approval by the Airport Director.
- D. Manager shall handle customer complaints in accordance with the procedures established by Manager, approved by the Airport Director, and included in Manager's Policies and Procedures Manual.
- E. Manager shall monitor the Parking Facilities for unauthorized motor vehicles, boats, campers, motor homes, or storage trailers which may be parked in the Parking Facilities for storage purposes unrelated to passenger service and shall report the same to the Airport Director.
- F. Manager and its agents; employees, contractors and subcontractors shall conduct themselves in an orderly and proper manner so as not to disturb, annoy or offend others at the Airport. Upon notification by the Airports Director of any violation hereof, Manager shall forthwith take all reasonable measures necessary to terminate the offensive, disorderly, or improper conduct.

- G. Manager and its agents, employees, contractors and subcontractors shall at all times observe and comply with all City, local, state and federal laws, ordinances, regulations and policies.
- H. Manager agrees to observe and abide by all procedures, rules and regulations promulgated from time to time by the Federal Government, City or the Airport Director concerning security matters, parking ingress and egress, and *any* other operational matters related to the operation of the Airport.

#### **4.6 Manager's Prohibitions.**

- A. Manager shall not permit the Parking Facilities to constitute a nuisance and shall not conduct its business in a loud, boisterous or otherwise improper manner so as to annoy, disturb or offend customers, patrons, concessionaires or tenants of City.
- B. Manager shall not directly or indirectly run or operate a courtesy vehicle or in any way provide free passenger service to or from any motel, hotel or rent-a-car business or location. Manager shall not advertise in the Parking Facilities, or elsewhere at the Airport, any motel, hotel, overnight service or any other service or business provided by Manager or others.
- C. Manager shall not advertise or allow advertising of any kind within the Parking Facilities unless approved or directed by the Airport Director. Manager shall report *any* distribution of handbills, flyers or other forms of advertising to the Airport Director.
- D. Manager shall not alter, modify, improve or change the Parking Facilities without the prior written approval of the Airport Director.
- E. Manager shall not divert or cause the diversion of any parking from the Airport. During the term of this Agreement and any renewal hereof, Manager agrees not to own, operate, or have any financial interest in any automobile parking lot or structure within a five (5) mile radius of the Airport or own, operate or have a financial interest in any parking facilities which compete for or serve Airport customers without the prior written consent of the Airport and/or City.
- F. Manager shall not install, maintain or operate or permit the installation, maintenance or operation of pay telephones, vending machines or any other coin-operated machine or device for the purpose of selling, offering for sale, or providing any merchandise, product or service upon the Parking Facilities. For the purposes of this provision, but without limiting the generality hereof, amusement, music and entertainment shall be deemed to be services. City reserves the right to install or have Manager install any of the afore referenced equipment, machines or devices, and all income therefrom shall be paid to City.

G. Manager shall not post, install or erect any sign, placard or poster at the Parking Facilities or anywhere at the Airport without the prior written permission of the Airport Director. Such signs as may from time to time be permitted by the Airport Director shall be made, posted, maintained and removed in accordance with his or her approval and directions, with the cost thereof being an allowable expense to be included in Manager's Reimbursement hereunder. City shall have the right to remove unauthorized signs at Manager's sole cost and expense.

H. Manager shall not do anything in or upon the premises, nor bring or keep anything therein, which shall unreasonably increase or tend to increase the risk of fire, or cause a safety hazard to persons, or which violates or causes violation of any applicable health, fire, environmental or other regulation of any level of government.

## **Section 5. TERM AND RENEWALS.**

### **5.1 Term.**

Subject to earlier termination as may be provided herein, the term of this Agreement shall commence on Midnight, February 1, 2023 and shall continue for a period of five (5) years terminating at 11:59 pm on January 31, 2028.

### **5.2 City's Option to Extend.**

City reserves the right to renew this agreement, at the sole discretion of the City and under terms and conditions to be determine by the City, for one (1) additional five (5) year term. If the City chooses to exercise its right to renew this agreement, the Manager shall be notified of the terms and conditions to which the City shall exercise this right prior to the end of the fourth (4<sup>th</sup>) year of the original term. The Manager shall have the choice as to whether to accept the City's proposal or allow the agreement to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Manager to accept such proposal from the City.

### **5.3 Continuation After Term.**

Should Manager continue to manage and operate the Parking Facilities, upon the expiration of the term, or any extension thereof, without notice of cessation or termination by City, said continuation shall be deemed a month-to-month renewal of this Agreement terminable by City, without cause, upon thirty (30) days written notice to Manager and terminable by Manager, without cause, upon ninety (90) days written notice to City.

### **5.4 Transition.**



Upon expiration or earlier termination of this Agreement, Manager agrees to cooperate fully with the City and with any successor manager chosen by City to ensure a smooth transition from Manager to such successor.

#### **5.5 Earlier Termination.**

Any other provisions of this Section 5 and this Agreement notwithstanding, the City may, upon the issuance to Manager of a ninety (90) day written notice of termination, terminate this Agreement prior to any expiration date specified in Sections 5.1 or 5.2 of this Section 5.

### **Section 6. MANAGER'S REIMBURSEMENTS AND COMPENSATION.**

As consideration for Manager providing those services described in this Agreement, Manager shall be reimbursed and compensated as described herein.

#### **6.1 Reimbursements.**

Subject to the limits established in Manager's Budget, as approved in advance and in writing by the Airport Director, including approved amendments thereto, Manager shall be reimbursed for any of the following costs it incurs in managing and operating the Parking Facilities:

- A. Direct salaries and wages, including overtime, of personnel while directly employed on-site in the management and operation of the Parking Facilities under this Agreement. Any overtime reimbursement requested from City shall be within the overtime allowance established in Manager's approved Budget and, upon request of Airport Director, may be required to be accompanied by an explanation of the need for such overtime.
- B. The fringe benefit costs on direct salary and wage costs, allowable under Paragraph A above, including the cost of unemployment, excise and payroll taxes, contributions for social security and Medicare insurance, worker's compensation insurance, pension and retirement payments, hospitalization benefits and vacation and holiday pay, if any.
- C. Other allowable direct non-salary costs incurred by Manager for the management and operation of the Parking Facilities, which shall include the following:
  - 1. costs for its operation of an on-site Airport office, including such items as office supplies, postage, telephone expense, computer programming, on-site data processing costs, and furnishings;
  - 2. the costs of maintaining Manager-owned and City-owned Parking Equipment and

Operating Equipment used in the operation of the Parking Facilities as approved by City and shown on Exhibit D ;

3. the cost of all other on-site direct management and operating expenses, including, but not limited to, signage, tickets and forms; uniforms, contract services, rental of equipment, general supplies, taxes and licenses directly charged to the Parking Facilities site or operation; cost of performance bonds or bid bonds; City approved bank and credit card service charges, discount fees, and system maintenance, utilities expense, if any, and such other reasonable and necessary, direct non-salary costs approved in Manager's annual Budget;
4. Manager's approved Amortization Payment, if any, allowable pursuant to Section 9.1.

D. No expenses other than those specified herein as Reimbursements or as set forth on the approved annual Budget, shall be reimbursed to Manager. Manager's costs for overhead, corporate and regional office expenses and all indirect, non-site specific costs are covered within "Manager's Compensation" provided for in Section 6.2, including but not limited to the following: salaries and related costs and expenses of nonresident or indirect legal, accounting, outside audit, administrative, operations, bookkeeping and executive personnel of the Manager who provide indirect services to the Manager's operations at the facilities; business licenses and permits; franchise fees; assessments; bookkeeping fees; administrative fees; accounting fees, except for sales taxes and permit fees incurred on items and services purchased for the Parking Facilities; federal, state, and local income and personal property taxes incurred by the Manager or any individual of the Manager's operations; accounting and audit department costs; information system costs; travel expenses of home office or regional managers; general office expenses; entertainment, accommodations, or equipment; contract negotiation expense; costs of settlements of legal disputes involving human rights violations, legal claims and suits, including, without limitation, sexual harassment claims or environmental claims; claim management fees; leasing, maintenance or utility costs of other Manager facilities; the cost of *any* legal penalties, fines or tickets incurred by the Manager or the Manager's employees, agents or invitees; and all costs of working capital including those related to site operations. Reimbursement will not be made for any expense not included in Manager's approved annual Budget for said Parking Facilities, as further described in Section 6.08.

## **6.2 Manager's Compensation.**

In addition to the Reimbursement allowable to Manager pursuant to the terms of Section 6.1 above, City shall pay the Manager, in equal monthly installments, for Manager's performance hereunder, a fee of \$24,000.00 for contract year 1, \$24,000.00 for contract year 2, \$24,000.00 for contract year 3, \$24,000.00 for contract year 4, and \$24,000.00 for contract year 5 for all indirect fees associated

with the administration of the Parking Facilities. Said monthly fee shall be included in the monthly invoice as outlined herein. Should the City exercise its right to renew this agreement for one additional five-year term in accordance with Section 5.2, said Manager's Compensation shall be increased by three percent (3%) for each year of the additional term.

### **6.3 Credit Card Processing.**

As reimbursement for the credit card processing services, the City shall pay Manager a flat fee of two and three-quarter percent (2.75%) of the total credit card revenue collected. It is specifically understood that this fee includes all discount rates, per item fees, authorization fees, set-up fees, maintenance fees, batch fees, charge back fees, ancillary service fees and all related accounting and reconciliation. Such fee and the monthly credit card reconciliation information shall be included in the monthly invoice as outlined herein.

Manager retains the right, upon not less than twenty (20) days advance written notice to the City, to increase the credit card processing fee in the event of:

- A. A change in American Express, VISA, MasterCard, or Discover assessments or technical configurations.
- B. A change in government regulations, laws or statutes.
- C. A change in telecommunications regulations, services or fees.
- D. A change in the charges for automatic clearing house transfers or bank depository charges.

Any changes in the credit card processing fee shall only reflect the actual increased costs that may result from the foregoing events.

### **6.4 Request for Reimbursement and Compensation.**

Not later than fifteen (15) business days after the close of each month under this Agreement, Manager shall prepare and file with the Airport Director a written request for Reimbursement and Manager's Compensation in the format described in Exhibit H to this Agreement ("Request for Reimbursement and Manager's Compensation"). The request shall be certified by the Site Manager and Manager's finance department representative responsible for preparation of said request. The request shall be accompanied by a copy of Manager's payroll for the month certified by the Manager's officer or manager responsible for the preparation of Manager's payroll for said month together with receipts for other Reimbursements shown for the month. The Airport Director shall review and either approve or disapprove, in whole or in part, the amount of each Request for Reimbursement and Manager's Compensation.

Any disputed invoices or charges shall be deducted from the Manager's invoice. The City shall provide Manager, in writing at the time of payment of monthly invoices, reasons for deductions. Manager, within thirty (30) days, has the right to present a written explanation of disputed invoices or charges to the City. The City shall determine validity of the disputed invoices or charges based on additional documentation supplied by Manager. If approved after additional documentation is considered, the amount shall be added to the next invoice paid by the City. The City's decision in any matter pertaining to disputed invoices or charges is final.

Cumulative monthly reimbursements for expenses for any budget line item shall not exceed the total Annual Budget for each category unless approved in advance in writing by the Airport Director.

#### **6.5 Payment of Manager's Reimbursement and Compensation.**

The City issues checks for payment of invoices on the 10<sup>th</sup> of each month. The signed copy of a correct invoice must have been received by the Office of the Airport Director prior to the 25<sup>th</sup> of the previous month for consideration for payment on the 10<sup>th</sup> of the month. Items received on or after the 25<sup>th</sup> will be processed in the following payment cycle.

#### **6.6 Performance Incentive Bonus.**

The City shall evaluate the performance of the Manager on an annual basis and the Manager may be eligible for a performance bonus based on the findings of the evaluation. The evaluation will review items such as customer service, efficiency of the operation, budget attainment, management performance and the overall responsiveness of the Manager to the City's needs. The bonus is not guaranteed and shall be paid solely at the discretion of the City. The bonus shall be paid on the basis of an annual evaluation of performance to be completed by Airport Staff. The form included herein as Exhibit I shall be used to evaluate Manager's performance. The bonus shall at no time exceed one percent (1%) of the annual adjusted gross receipts over one million dollars (\$1,000,000) for the applicable year.

### **Section 7. GROSS RECEIPTS AND REPORTS.**

#### **7.1 Gross Receipts.**

The Manager shall collect and hold in trust for and on behalf of the Airport all gross receipts collected from parking customers. "Gross Receipts" shall mean and include all monies paid or payable to Manager, whether in cash or by credit card transaction or otherwise, for the parking of automobiles and other authorized motor vehicles, whether on an hourly, daily, weekly, or monthly basis, within the Parking Facilities at the Airport, less all refunds, discounts as authorized by the City, sales tax, use tax, excise tax, occupancy tax, gross receipts tax, or other taxes assessed

upon or attributable to said receipt or occupancy of the premise.

Without limiting the foregoing, Gross Receipts shall expressly include (a) all monies actually collected from customers and patrons, including gross receipts from customer and patron credit card transactions; and (b) all monies which, in accordance with the Parking Charges established and authorized by City for the use of the Parking Facilities, Manager should have collected from any customers or patrons.

## **7.2 Taxes.**

Taxes shall be paid by the Manager directly to the taxing authority involved. All taxes, discounts and refunds shall be accounted for in the Manager's monthly revenue statement and will be reimbursed by the Airport.

## **7.3 Adjusted Gross Receipts.**

The following deductions, exclusions and allowances shall be made against Gross Receipts to determine Adjusted Gross Receipts. Adjusted Gross Receipts shall not include that portion of Parking Charges on any parking ticket issued at the Parking Facilities which is validated as "no fee parking" or "adjusted parking" under a validation or charge adjustment procedure approved in writing by the Airport Director. Adjusted Gross Receipts shall not include, to the extent included in deposits or deposited with Gross Receipts, taxes that may be hereafter imposed ,by law which are separately stated to and paid by a customer or patron and which are lawfully required to be collected by Manager, or by Manager on behalf of City, for a taxing authority, and directly payable by Manager to said taxing authority, parking over-charges, and all other deductions from or adjustments to Gross Receipts authorized in writing by the Airport Director.

## **7.4 Deposits.**

Manager shall prepare parking lot cashier deposits and deposit slips and process credit card payments for remittance to City's bank account in accordance with the lot and revenue control procedures included within Manager's approved Policy and Procedures Manual, prepared in accordance with the provisions of Paragraph C of Section 4.5 of this Agreement, for all Gross Receipts received during their respective shifts. Manager shall deposit funds into such bank or other depository account as the City shall, from time to time, require. Cash gross receipts shall be deposited by Manager on at least a daily basis prior to the end of the next business day after collection and shall deposit credit receipts within seven (7) business days after the transaction takes place. Manager shall provide the Airport Director with a copy of all daily deposit slips, a cash summary reconciling the total gross receipts to the daily deposit, and a copy of the summary of credit card transactions processed for deposit *covering* all Gross Receipts for said day by 4:00 p.m. of City's next business day. In the event that Manager shall fail to tender a daily

deposit of Gross Receipts, as aforementioned, Manager shall pay a penalty equal to ten percent (10%) of the un-deposited Gross Receipts for each twenty-four (24) hour delay in making such deposit, which amount shall be payable to City on demand. Failure to deposit receipts within the required time period for more than two (2) occurrences per month shall be cause for immediate termination of this agreement.

Should any of said Gross Receipts be lost, stolen, or otherwise unlawfully removed from the custody and control of the Manager, Manager shall continue to be responsible therefore and shall deposit in the bank designated by City a like sum of monies within forty-eight (48) hours of discovery of such loss, theft, or unlawful removal. Manager will notify the City of any such incident in writing within 48 hours, including details of the surrounding circumstances and employee(s) or individuals involved. Manager must be insured as provided in this Agreement and, should said loss, theft, or unlawful removal be insured or otherwise secured by Manager, any payments made to City by such insurance company, bonding company, or other, when paid to City, shall be reimbursed to Manager to the extent of such deposit.

Within ten (10) business days following the end of the month, the Manager shall submit to the City as statement accounting for all gross receipts and said statement shall be witnessed and certified as correct by an Officer of the Manager. The format for this report shall be in a format approved by the City. Failure to submit this statement on or before the date required shall be cause for the immediate termination of this agreement.

## **7.5 Accounting Records.**

Manager shall keep true and accurate books of account and records covering the Gross Receipts and expenses of operating and maintaining the Parking Facilities, including Reimbursements and Manager's Compensation for three years after each annual contract period. Said books of account and records shall be kept and preserved in hard copy, electronic copy or other media source reasonably acceptable to City.

The Manager shall maintain and keep available to the City for inspection upon six (6) hours notice the following:

- A. Records of all tickets purchased and used including dispenser number in which the tickets were used and the date used.
- B. All used parking tickets, lost ticket forms, and validations for a three (3) month period. At the end of this period, all of these records are to be turned over to the City.
- C. All shift reports for a three (3) month period. At the end of this period, all of these reports are to be turned over to the City.

D. Any and all other accounting records maintained locally which pertain to the receipt of parking revenues.

The Manager shall not destroy any records pertaining to the operation of the Parking Facilities without the express written permission of the Airport Director.

#### **7.6 Reports and Supporting Information.**

A. Manager shall prepare and file with the City, by the due date therefore, those daily, monthly and annual reports ("Reports") regarding the operation and management of the Parking Facilities as called for in this Agreement and in the lot and revenue control procedures and the customer and patron complaints, claims, disputes and correspondence procedures approved by the Airport Director and included in Manager's approved Policies and Procedures Manual.

B. Manager shall also keep full and accurate records, books, summaries and data with respect to all collections of Parking Charges made or which should have been made by it hereunder, including the tickets issued, redeemed, lost, unaccounted for and any transactional information related thereto, which shall support the monthly Statements and Reports delivered to City, including the amount of any state or local sales, excise, or other consumer tax return records. Manager shall retain all such supporting documentation (including all parking tickets, transactional data and lost ticket reports) and shall make such documentation available to the City on request. Manager shall continue to retain all such Parking Charges documentation for such retention periods as identified in Section 7.5 above. The making of any willfully false report or statement of any kind shall authorize the City to immediately terminate this Agreement.

C. City shall have the absolute right to copy and use for its benefit or the benefit of any successor operator, any and all reports and supporting information in any way related to the operation and management of the Parking Facilities or any transactions or parking therein. Manager shall prepare and provide to City, as and when requested, such other transactional and operational data regarding the management and operation of the Parking Facilities as the Airport Director may reasonably request from time to time.

#### **7.7 City Rights of Inspection and Audit.**

Should City elect from time to time to inspect, and/or audit, the books of account and records referenced in Sections 7.5 and 7.6 or the reports or any supporting information, Manager shall provide City and its representatives, upon three (3) business days prior written notice, unlimited access to all of its books of account

and records (including but not limited to those records maintained on microfilm and computer disks), reports and supporting information, all of which may be copied by City and its representatives. Without limiting the generality of the foregoing, the City or its representative shall have the right, upon three (3) business days prior notice, at any time and from time to time, to audit all of the records of Manager relating to business transacted at or from the Airport including, but not limited to, those identified in Sections 7.5 and 7.6 and, upon request, Manager shall make all such information available for such examination at the Airport, all of which may be copied by City and its representatives. If delay or additional costs are incurred in connection with such audit; which are caused by Manager, Manager shall be responsible for such additional costs. If Manager so desires, and City concurs, the City or its representative may conduct the audit at a location, other than at the Airport, at Manager's expense, including, but not limited to, Manager's reimbursement of City's travel expenses, travel time, and other related expenses. None of the aforementioned expenses shall be included as a Reimbursement by Manager under the provisions of this Agreement. If an audit discloses that any of the books of account or records or Reports then being audited understated or overstated the Gross Receipts by two percent or more or overstated Reimbursements by two percent or more, the costs and expenses of the audit, the Manager shall pay the City the full cost of the audit. The understatement or overstatement of more than 2.0% may also constitute a breach of this Agreement. If an audit discloses amounts due City, the amount due, plus a service charge of two percent (2%) of said sum per month for each month from the date said sum shall have been paid to the City to the date payment is made to the City.

#### **7.8 Manager's Annual Budget.**

Prior to the Commencement Date of this Agreement, and thereafter ninety (90) days prior to each anniversary of the Agreement, Manager shall prepare and submit to the Airport Director for his or her written approval a budget for all expenses to be incurred during the year. The budget shall be in the format described in Exhibit F attached hereto with appropriate supporting detail, including detail of direct salary and wage expense, fringe benefit costs and supporting schedules for major categories of operating expense comprising Reimbursements. The form and content of said supporting data will be agreed to by City and Manager as part of the initial budget approval process under this Agreement. The City shall notify the Manager of any changes to the budget or budget approval on or before the anniversary date of the Agreement. Once approved by the Airport Director, all operating expenses included in the annual budget shall be considered authorized and reimbursable and said approved Budget shall be the control limit on reimbursements to Manager. Once the annual budget is approved, the Manager shall not make any changes to items



within the budget, including salary and wage levels, without obtaining prior approval of the City. Written authorization from the Airport Director shall be considered appropriate authorization. Any expense incurred by the Manager that is greater than one hundred dollars (\$1,000) above the pre-approved budget for the year may be disallowed for reimbursement by the City.

## **7.9 Manager Annual Audits.**

Manager shall perform internal audits of its operation of the Parking Facilities to determine compliance with the standards contained within this Agreement and within the Policy and Procedures Manual. Audits shall be performed by individual employed by Manager who are not otherwise engaged in the day-to-day operation of the parking facility or who otherwise have any oversight of the operation. Said auditors shall be independent of the parking operation. Each audit report shall be forwarded to the City. Internal audits shall consist of, as a minimum, the following:

- Secret Shopper Audits: To be conducted once a quarter to evaluate general customer service standards. Reports shall provide general information consisting of shop date, enter time, exit time, what type of ticket transaction (regular or lost), ticket number, amount paid, booth number, fee displayed on fee indicator, number on receipt, cashier's name and description. Report shall also contain the shoppers rating of customer service in terms of good/fair/poor for uniform/appearance of cashier, greeting from cashier, politeness of cashier, and professional of cashier. The report shall contain a brief description from the shopper of the audit.
- Location Audits: To be conducted on an annual basis to evaluate:
  - Facility Appearance: Review appearance of the entrances, exits and signage, and to observe cashiers for compliance with Manager's customer service standards.
  - Revenue Reporting: Review random samples of transactions and cashier and manager reports for errors. Review connection of reports to daily report and ingress/egress reports. Review Site Manager's controls for adequacy and timeliness.
  - Records and Administration: Review required logs for correctness and completeness. Review validation program for proper authorization and procedures. Evaluate credit card acceptance procedures to ensure adequate controls.
  - Cash Handling and Equipment: Review operation for lapses or vulnerabilities that could place revenue at risk. Review cash handling procedures. Check equipment for proper

operation. Check location to ensure customers cannot exit without paying.

- Safety: Review operation relative to Manager's safety program

Specific elements to be reviewed during the annual location audit shall be forwarded to the City for review and comment prior to commencement of the audit.

## **Section 8. MAINTENANCE AND REPAIRS AND IMPROVEMENTS.**

### **8.1 City Maintenance and Repairs.**

A. Except as provided in Section 8.2 City shall be responsible for all structural and ordinary maintenance and repairs or replacements of all surface areas comprising the Parking Facilities; the exit plaza facilities, including the canopy, islands, toll booths and the Manager's office; sidewalks, walkways; directional signs to, from and within the Parking Facilities, and permanent fixtures and fixed improvements which comprise the Parking Facilities; electrical systems and service lines provided to the Parking Facilities and to Parking Equipment; for area exterior lighting within the Parking Facilities; for storm water and drainage systems within and to and from the Parking Facilities; and for plumbing and HVAC systems, to the extent provided, within the Manager's office and booths; and for all landscaping, entrance roadways and areas outside of the Parking Facilities.

B. The cost of any repair, replacement or maintenance incurred by City, other than ordinary wear and tear, as a result of Manager's negligence or intentional misconduct, that of its subcontractors, or those others over which Manager has control or right of control, shall be reimbursed to City by Manager and said cost shall not be allowable as a Reimbursement.

C. The City shall not be liable to Manager, the Manager's employees, patrons, or vendors for any damage to their merchandise, trade fixtures, or personal property caused by water leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment unless caused by the sole negligence of the City, its employees or agents.

### **8.2 Manager's Maintenance and Repairs.**

A. Manager shall be responsible for all keeping the toll plazas and booths in a clean and neat condition and shall provide janitorial services to the areas.

B. Manager shall perform ordinary preventive maintenance and ordinary upkeep and non-structural repairs of all facilities and equipment in the toll plazas and

booths including but not limited to re-lamping of light fixtures in the toll plaza office and booths, plumbing fixtures and appliances with said maintenance costs to be reimbursable. The cost of same shall be reimbursable.

C. Manager shall provide for a continuous maintenance program for all of the revenue control equipment, gate arms and vehicle count system. Said maintenance costs shall be reimbursable. Manager shall submit a monthly maintenance log to the Airport Director. Such maintenance log shall be due on the first business day of the month immediately following the month for which such maintenance was performed.

D. Manager shall provide for the ticket stock and other supplies needed to manager the Parking Facilities: Said material shall be reimbursable.

E. Manager shall have the duty promptly notify the Airport Director or his or her authorized designee of any conditions or events which would necessitate City performing any of its maintenance, repair or replacement obligations under the above provisions of Section 8.1.

### **8.3 City's Right to Inspect Maintenance.**

Should Manager fail to perform its maintenance obligations in conformance with the terms and conditions of this article within a period of seven (7) days following written notice of such failure, the City reserves the right to take any action to cure said failure on behalf of the Manager and Manager agrees to promptly reimburse the City for administrative costs equal to ten percent (10%) of total cost.

### **8.4 Cleaning of Parking Facilities.**

A. Trash and Debris: Manager shall be responsible for keeping the Parking Facilities free of trash and debris and shall place said trash and debris in trash receptacles owned and placed by the City. Cleaning operations shall be performed as frequently as may be necessary to keep and maintain the Parking Facilities at all times in a clean and orderly condition. If City determines that said cleaning is not satisfactory, City shall so notify the Manager in writing. If said cleaning is not performed satisfactorily by Manager within twenty-four (24) hours after receipt of written notice, City or its agents shall have the right to enter upon the Parking Facilities and perform the cleaning, and the manager agrees to promptly reimburse City for administrative costs equal to 15% of total cleaning costs. The City shall cause said trash receptacles to be emptied on a regular basis.

B. Sweeping: The City shall be responsible for periodic sweeping of the facility by truck mounted vacuum systems or equivalent.

### **8.5 Use of Subcontractors.**

In the event that Manager employs subcontractors to perform any maintenance or repair obligation of Manager, Manager shall provide City with the identification of said subcontractor, an indemnity to City covering said subcontracted work from said contractor, and certificates of insurance, in form and substance acceptable to City, evidencing liability, workers compensation and other applicable insurance required under Manager's approved procurement process and naming the City as additional insureds; provided that such indemnity and insurance shall be in addition to that provided by Manager, and shall not relieve Manager of its insurance and indemnity obligations otherwise provided herein to City.

## **8.6 Future Improvements by City.**

The Airport's February 2020 Master Plan identified several roadway area redevelopment projects including a need for additional parking spaces to meet current and future needs of the traveling public. During the term of this management agreement, and any renewals thereafter, the City of Pensacola may undertake such roadway area redevelopment projects. The City reserves the absolute and exclusive right to outsource for the design, construction, operation and management of such additional Airport parking facilities. Should the City in its sole discretion determine it to be in the best interest of the City to require manager to manage any additional Airport parking facilities, the agreement may be amended to include the additional facilities.

## **Section 9. AUTHORIZATION OF AND REIMBURSEMENT FOR EQUIPMENT AND IMPROVEMENTS.**

### **9.1 Approvals for Parking Equipment, Operating Equipment and Improvements.**

As of the execution date of this Agreement, there is no Manager-owned Parking Equipment or Operating Equipment or Manager-constructed improvements at or within the Parking Facilities.

A. Process and Procedures: Before Manager may acquire any Parking Equipment or Operating Equipment for, or make any improvements to the Parking Facilities, Manager must request approval from the Airport Director to acquire said equipment or make said improvements and provide the Airport Director with the justification and the cost therefore, the procurement specifications to be used to obtain said equipment or make said improvements, the allowable costs of financing therefore, if any, and the estimated useful life of said equipment or improvement. Upon written approval by the Airport Director, Manager shall proceed to acquire said equipment or make said improvement in accordance with said approvals, in accordance with the procurement process approved by City. Upon completion of the purchase or improvement, the equipment or improvement; its cost and useful life and its

Amortization Payment shall be incorporated into a revised Exhibit D. The Amortization payment shall be reimbursable. In addition, the Airport Director shall also have the right to require Manager to procure additional Parking Equipment, Operating Equipment or make improvements to Parking Facilities that she or he deems necessary for the operation of the Parking Facilities under the procedures as outlined aforesaid. Upon acquisition of said equipment or completion of said improvement, as aforesaid, Manager shall forthwith provide the City with evidence of payment to its contractors, subcontractors and suppliers and with verification of final costs in form and substance acceptable to the Airport Director.

## **9.2 Purchase of Equipment and Payment for Improvements.**

If, upon the expiration or termination of this Agreement, Manager and City do not enter into an Agreement providing for the continued management and operation of the Parking Facilities by Manager, City shall pay Manager for the unamortized cost of any Parking Equipment and Operating Equipment purchased for the operation of the Parking Facilities and the unamortized cost of any improvement constructed for the Parking Facilities approved by Airport Director and remaining unreimbursed. Upon payment by City, Manager shall provide City with all warranties and maintenance manuals.

## **9.3 Immediate Reimbursement to Manager.**

In lieu of payment to Manager of the Amortization Payment under Section 6.1, Paragraph C, City may elect to immediately, or at any time prior to completion of Amortization Payments for any equipment or improvements made to or for the Parking Facilities, reimburse Manager for the unamortized cost of any equipment purchased or improvement made pursuant to Section 9.1 above. In the event City so elects, Manager's cost will be reimbursed within thirty (30) days of purchase and installation or equipment or completion of improvement or thirty (30) days of City election, as the case may be. Reimbursement will be made upon Manager's invoice. Manager shall provide documentation of title or completion, if applicable, in such form as the Airport Director may require, and said equipment or improvement shall not thereafter be subject to an Amortization Payment.

## **9.4 Other Provisions Governing Equipment Acquisition and Improvements.**

The Manager shall follow and strictly comply with the following provisions in its procurement of equipment and making any improvement under the provisions of Section 9.1 above.

A. General: Manager will not acquire any Parking Equipment or Operating

Equipment nor make any alterations or improvements to the Parking Facilities until after first obtaining the written consent of the Airports Director in accordance with Section 9.1 above. All installations of equipment and alterations and improvements to the Parking Facilities made by the Manager shall be made in a workmanlike manner without damage to the Parking Facilities, except such damage that is promptly repaired or corrected by the Manager. No installation, improvement or alteration shall be made unless the Airport Director shall first review and approve in writing the plans and specifications for such installation, alteration or improvement, and Manager shall have obtained all applicable building permits.

## B. Construction Bonds and Insurance

1. Bonds: Prior to the Airport Director granting authority to Manager to proceed with the installation of any equipment or the construction of improvements or alterations, Manager may be required to provide construction completion and labor and material payment guarantees, in a sum equal to the full cost of the installation or construction. Such guarantees shall be substantially in the form required for City procurements and improvements. The cost of such Bonds shall be reimbursable.

2. Insurance: Prior to the Airport Director granting authority to proceed with the installation of any equipment or the construction of any improvement or alteration, Manager or its contractor shall take out and maintain during the construction period additional insurance as may be required by the City, the cost of which shall be reimbursable.

C. All Equipment and Improvements to Conform with Statutes: All improvements, furniture, fixtures, equipment and finishes, including the plans and specifications therefore, constructed or installed by Manager, its agents or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations. Any approval given by the City or the Airport Director shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all such laws and rules and regulations, including obtaining all necessary permits and approvals, shall at all times remain with Manager. Manager shall reimburse the City for all costs and expenses the City incurs:

- as a result of the fact that the improvements, additions, or alterations do not comply with local, state and federal law;
- in defending against, settling or satisfying any claims that the City is responsible for paying for improvements commissioned by Manager hereunder; or
- in defending against, settling or satisfying any mechanic's lien

claims, asserted as a result of unpaid-for improvements commissioned by Manager hereunder.

D. Disapprovals: In the event of disapproval by the Airport Director of any portion of any plans or specifications, Manager shall promptly submit necessary modifications and revisions thereof for approval by Airports Director. Airports Director shall act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations shall be made in said plans or specifications after initial approval by Airport Director, and no alterations or improvements shall be made to or upon the Parking Facilities without the prior written approval of the Airport Director. The City, through the Airport Director, shall have the absolute right to disapprove the installation of any equipment or the construction of any improvements or alterations and such refusal shall be deemed reasonable and final.

E. Provision of As-Built Drawings: Upon completion of any installation, improvement or alteration, Manager shall provide City two (2) completed sets of as-built drawings in reproducible form as specified by City, if such as-built drawings were required in City's approval to Manager under Paragraph A above. Manager agrees that, upon the request of City, Manager will inspect the installation or improvement jointly with City to verify the as-built drawings.

F. Title to All Equipment: Except as may be otherwise specified in writing in the Airport Director's approval to Manager pursuant to Paragraph A above, title to all equipment acquired and improvements made to the Parking Facilities shall immediately upon payment by the City pass and vest in City upon installation or completion. Title to trade fixtures provided by Manager, which are not included as Parking Equipment or Operating Equipment and for which the purchase price has not been charged to City, hereunder shall remain in Manager.

G. Right to Other Property: Except as may otherwise be provided for herein, Manager shall have the right upon the termination of this Agreement to remove any of its trade fixtures, expendables, and personal property, if any, from the Parking Facilities which have not assumed the nature of an improvement or fixture to real property and/or have not been paid for by City as a Reimbursement or otherwise under Sections 9.1, 9.2 and 9.3; provided, however, that Manager is not then in default hereunder, and provided further that Manager, at its sole cost and expense, shall repair or shall reimburse the City for the cost of repairing any damage which may be caused by such removal. Upon failure of Manager to remove such property within twenty-four (24) hours after the date of termination of this Agreement, the Airport Director shall have the right to remove such property, notwithstanding any security

interest in same, and to store it, and Manager shall pay to the City the cost of such removal and storage or at the option of the City's representative, any such property remaining after the termination of this Agreement shall immediately be and become the property of the City.

H. Removal of Items:

1. Should Manager construct improvements, alterations, or additions or install equipment without fulfilling its obligations hereunder, Manager shall remove said items if so directed by the City, and shall do so at its own expense and within the time limits specified.

2. Except as may be provided for herein, Manager shall not remove or demolish, in whole or in part, any improvements or equipment upon the premises without the prior written consent of the Airport Director.

**Section 10. INDEMNIFICATION AND INSURANCE.**

**10.1 General.**

Manager shall be required to comply with the following insurance and indemnification provisions prior to commencement of activity:

Prior to taking possession of the premises, the Manager shall procure and maintain insurance of the types and to the limits specified.

The term City as used in this section of the Agreement is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

The Manager and the City understand and agree that the minimum limits of insurance herein required may become inadequate during the term of this Agreement. The Manager agrees that it will increase such coverage to commercially reasonable levels required by the City within ninety (90) days upon receipt of written notice from the Airport Director.

**10.2 Insurance Requirements.**

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

A. Worker's Compensation



The Manager shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations whether legally required or not. Additionally, the policy, or separately obtained policy, must include Employers Liability Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

#### B. Commercial General, Automobile and Umbrella Liability Coverages

The Manager shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. The City shall be an Additional Insured and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

1. Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. The coverage shall be written on occurrence-type basis. Fire Legal Liability coverage with minimum limits of \$100,000 per occurrence must be provided.
2. Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use. Minimum limits of \$1,000,000 combined single limit must be provided.
3. Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.
4. Garagekeeper's and Garage Liability Insurance coverage must be provided. Minimum limits of \$1,000,000 each accident and in the aggregate must be provided. Garagekeepers coverage must be endorsed to include direct coverage with a direct primary option.

#### C. Fidelity/Crime and Employee Dishonesty Insurance

Manager shall maintain in force with an insurance company authorized to do business in the State of Florida the following fidelity and employee dishonesty types of insurance:

1. A fidelity bond/crime policy to respond to employee dishonesty, theft, disappearance and destruction satisfactory to City in its reasonable discretion. Minimum limits of \$1,000,000 per occurrence.

### **10.3 Certificates of Insurance.**

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Manager shall furnish copies of the Manager's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the "Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Manager shall replace any canceled, adversely changed, restricted or non-renewed Policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Manager shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola International Airport, Attn: Manager of Properties, 2430 Airport Blvd., Suite 225, Pensacola, FL 32504.

### **10.4 Insurance of the Manager Primary.**

The Manager's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Manager's coverage. The Manager's policies of coverage will be considered primary as relates to all provisions of the agreement.

### **10.5 Loss Control and Safety.**

The Manager shall retain control over its employees, agents, servants and

subcontractors, as well as control over its invitees, and its activities on and about the subject premises and the manner in which such activities shall be undertaken and to that end, the Manager shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Manager for the protection of all persons, including employees, and property. The Manager shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected.

#### **10.6 Hold Harmless.**

The Manager shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Manager and persons employed or utilized by the Manager in the performance of this agreement. The Manager's obligation shall not be limited by, or in any way to, insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

#### **10.7 Pay On Behalf of the City.**

The Manager agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

### **Section 11. PERFORMANCE GUARANTEE.**

#### **11.1 Amount of Performance Guarantee.**

Upon execution of this Agreement, Manager shall provide, file and maintain with City, during the term of this Agreement, a performance guarantee satisfactory in form and content to the City. The performance guarantee shall be in the initial amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars. This performance guarantee is required to guarantee the full and faithful performance of all the terms and conditions of this Agreement by the Manager, shall be subject to claim by the City in the event of default by the Manager and shall stand as security for payment by the Manager of all valid claims by the City. Manager must ensure that the performance guarantee is maintained at all times in the proper amount throughout the period of the Agreement. The performance guarantee shall extend for a period of thirty (30) days after the expiration of this Agreement to provide for conditions required during a

transition period.

### **11.2 Form of Guarantee.**

The performance guarantee shall be a performance bond in the format attached as Exhibit J. The bond shall be issued by a company acceptable to the City, authorized to do business in the State of Florida and payable to the City in case this Agreement is cancelled for cause or upon default by Manager, or upon other valid claim by the City. The bond shall also include language that will specifically give City the right to demand payment in the event the Manager fails to comply with its obligations covered under the paragraph entitled "Transition" herein.

An annually renewable performance bond may be substituted by the Manager each year in lieu of providing a single bond. Such performance bond shall not contain any exclusion or condition based on a time-period for the discovery of, and the making of a claim for any loss which is less than one year after the expiration date of such performance bond. In other words, the performance bond shall allow the City to make a claim under the bond, for losses which totally or partially occurred during the period of such bond. Such extended claim discovery and/or claim reporting period shall be for a period of at least one year or longer after the expiration of such bond. Such bond shall not contain any wording which would allow for the cancellation or reduction in coverage under the bond, other than at the-listed expiration date, provided that 30-days notice of such expiration is given to the City before termination of coverage at any such expiration date.

### **11.3 Certificate of Renewal.**

At least forty-five (45) days prior to the expiration date on which any such performance guarantee expires, Manager shall provide and file with the Airport Director a renewal or replacement guarantee meeting the requirements of Section 11.2 aforesaid.

### **11.4 Maintenance of Guarantee.**

If Manager fails to provide or maintain the performance guarantee in effect at any time during the period of the Agreement, the Manager shall be in default and this Agreement may be immediately terminated by the City.

## **Section 12. DAMAGE TO PARKING FACILITIES/CURTAILMENT OF OPERATIONS.**

### **12.1 Damage Due to Manager's Negligence.**

Manager shall be liable for any damage to its assigned area and to the Airport and to any improvements thereon caused by Manager, its partners, officers, agents, employees, invitees, contractors, subcontractors, assigns, subtenants, or anyone acting under its direction and control, ordinary wear and tear excepted. All repairs for which Manager is liable shall be made by Manager with due diligence and in a manner acceptable to the City unless the City determines that it is more appropriate for the City to make the repairs. In such a case, the City shall make the repairs at Manager's expense. All repairs for which Manager is liable and which are not undertaken after the City has given Manager notice to so do shall be performed by the City, in which event Manager shall reimburse the City for the cost thereof, plus a ten percent (10%) administrative charge.

## **12.2 City's Right to Suspend or Reduce Operations.**

In the event of any damage, by fire or other casualty to the Airport or any major Airport facility, or in the event of any substantial curtailment of air traffic into or out of the Airport or substantial reduction in movement of passengers through the Airport, for any reason whatsoever, the Airport Director shall have the right to order a curtailment or suspension of operations by Manager and Manager shall immediately reduce staffing levels and otherwise reduce or suspend operations according to the instructions of the Airport Director for the period of such curtailment of operations.

## **Section 13. ASSIGNMENT AND SUBCONTRACTING.**

### **13.1 Assignment.**

Manager shall not assign its interest herein without the written consent of the City. City's consent shall be in its sole discretion and subject to City Council approval. If an assignment is made, Manager shall continue to be liable, jointly and severally, with the Assignee for the fulfillment of all terms and conditions arising under this Agreement subsequent to the assignment, unless the City specifically releases Manager/Assignor from said future liability, in writing. The release shall be effective only if made in writing. All subsequent assignors and assignees shall be subject to this Article as if they were the original Manager.

### **13.2 Subcontracting.**

The Manager shall not subcontract for performance any of the terms or conditions of this Agreement without prior written consent of the City.

### **13.3 Change of Control.**

Any other provision of this Article or any other provision of this Agreement notwithstanding, any transfer in control of Manager's entity structure, whether

by action of Manager or by operation of law, shall likewise require approval and consent of City. Without limiting the generality of the foregoing, for purposes of this Agreement, the transfer of forty percent (40%) or more of Manager's stock (if a corporation) during any 12- month period shall constitute a change in control. Any transfer of control not so authorized shall be a violation of the covenants of this Article enabling City to exercise any and all rights of City under this Agreement. If Manager is operating as a limited liability company (LLC), joint venture or partnership, then transfer of fifty percent (50%) or more of the ownership interest by the limited liability company, partnership or joint venture shall be deemed a transfer of control requiring approval and consent of City.

## **Section 14. RIGHTS AND OBLIGATIONS OF THE CITY.**

### **14.1 Specific Rights.**

The City retains for itself any and all rights and powers not especially granted to Manager; however, without limiting the generality of the foregoing, the City shall have the following specific rights:

A. Right of Entry and Inspection: The City and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the Parking Facilities at all times:

- To inspect the Leased Premises to determine whether Manager has complied with and is complying with the terms and conditions of this Agreement.
- To perform maintenance and make repairs in any case where Manager is obligated but has failed to do.
- To perform any and all things which the Manager is obligated to and has failed after reasonable notice so to do.
- In the exercise of City's police powers.

B. Right to Install Items: The City shall have the right to construct or install over, in, under or through the Parking Facilities new lines, pipes, mains, wires, conduits and equipment as the City may deem necessary.

C. Security Vehicle Inspections: In the event the Federal Government determines that any portion of the parking facilities and the spaces located there are too close to the Terminal Building, posing a threat to the security of the Airport, its facilities and occupants; and/or determines that the parking facilities should be closed and only made available to the public after vehicles entering the lot have been inspected by a City authorized company, then in such an event, Manager will provide whatever services it reasonably can to

assist the City upon request.

**Section 15. DEFAULT, TERMINATION, CANCELLATION.**

Except as otherwise specifically provided for in this Agreement, the following provisions shall control the termination of this Agreement by the City:

**15.1 General Termination by City.**

Notwithstanding anything herein, the City shall have the absolute right to terminate this Agreement upon ninety (90) days written notice to the Manager for any reason whatsoever at the sole discretion of the City. All services being performed by Manager shall cease upon the date such notice becomes effective. The City shall pay Manager for all reimbursable expenses otherwise allowed under this Agreement for service rendered to the date of termination.

**15.2 Default Conditions.**

The following shall constitute defaults by Manager:

A. If Manager shall fail to duly and punctually tender for deposit and pay over to City all Gross Receipts when due or shall fail to make payment on any other sum required to be paid to the City pursuant to this Agreement within ten (10) days from the due date and notice to Manager.

B. Any other failure by Manager to perform any covenant or obligation required by this Agreement, the proposal documents, and the failure to cure said default within a period of thirty (30) days following written notice of said default.

C. Manager undertakes any other commercial or non-commercial service or activity not specifically permitted under this Agreement.

D. If during the term of this Agreement Manager shall:

1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its interests;
2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
3. Make a general assignment for the benefit of creditors;
4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;

5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement an order, judgment, or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Manager bankrupt or insolvent, or approving a petition seeking a reorganization of Manager, and such order, judgment, or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.

E. Manager shall discontinue its operation of the Parking Facilities or its parking operation at the Airport for any period of time.

F. Manager shall fail to maintain in effect the Performance Guarantee required in the amount specified herein.

G. Manager shall fail to maintain the insurance required herein.

H. The failure of Manager to comply with one or more obligations under this Agreement when required on three (3) separate occasions during any twelve (12) month consecutive period.

### **15.3 City's Rights Upon Default.**

If Manager defaults, the City may utilize any one or more of the following remedies against Manager. These remedies shall be considered cumulative and not in the alternative:

A. The City may sue for specific performance.

B. The City may sue for all damages incurred by the City, including incidental damages, consequential damages and attorney's fees.

C. The City may utilize a portion of or all of the performance guarantee provided by Manager to remedy the default and to reimburse the City for any damages, including attorney's fees and other expenses of collection that it may sustain. In such event, Manager shall immediately furnish another performance guarantee that satisfies the requirements of this Agreement.

D. The City may terminate this Agreement. The termination however shall only be effective upon written notice of same provided by the City to Manager. In no event shall this Agreement be construed to be terminated unless and until such notice is provided. The termination may be effective immediately upon provision of said notice, or at any other time pacified in the notice. If this Agreement is terminated, Manager shall continue to be liable for the performance of all terms and conditions, specifically including those contained in Section 10, Insurance and Indemnification,



above, and the payment of all fees due hereunder prior to the effective date of said termination, in addition to all damages, including attorney's fees and other expenses of collection, incurred by the City as a result of any default.

E. The City may utilize any other remedy provided by law or equity as a result of Manager default(s).

#### **15.4 Non-Default Termination Events.**

The occurrence of any of the following shall constitute a termination hereunder and entitle the Manager to terminate the Agreement by giving ninety (90) days written notice:

A. The lawful assumption by the United States of America, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Manager from operating there from for a period in excess of ninety (90) days.

B. The permanent abandonment of the Airport as an airport or airfield.

C. The suspension of scheduled airline operations at the Airport for a period of greater than ninety (90) days.

The City shall not be responsible to the Manager for any expenses, liabilities or claims whatsoever that may result from termination by the Manager or the City pursuant to these items.

#### **15.5 Manager's Rights Upon City Default.**

Manager's sole remedy for any City default under this Agreement shall be an action in contract for damages or an action seeking specific performance by City.

#### **15.6 No Waiver by City.**

A failure by City to take any action with respect to any default or violation by Manager of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish or constitute a waiver of any rights or remedies of City to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by City of payment for any period or periods after a default or violation of any of the terms, conditions, and covenants of this Agreement shall not constitute a waiver or diminution of, nor create any limitation upon any right of City pursuant to this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default.

### **15.7 Surrender Upon Termination.**

Upon the expiration or sooner termination of this Agreement, for any reason whatsoever, Manager shall peaceably surrender to the City possession of the Parking Facilities, together with any improvements, alterations, or fixtures previously constructed by Manager or City within said Parking Facilities, free and clear of any claims or interests of Manager or of any mortgages or any other third party whose position was derived from or through Manager. If any of said Manager constructed improvements, alterations or fixtures are encumbered by a mortgage or lien at the time of expiration or sooner termination of this Agreement, Manager shall be responsible for eliminating said mortgage or lien and shall hold the City harmless therefrom.

### **15.8 Removal of Manager's Property Upon Termination.**

The personal property of Manager placed or installed at or on the Airport by Manager, including, but not limited to, trade fixtures and trade equipment, shall remain the property of Manager and must be removed on or before the expiration of the term or the expiration of any extension or renewal hereof at Manager's sole risk and expense. Any damage to the Parking Facilities or the Airport or any portion thereof resulting from such removal shall be paid for by Manager. In the event of termination of this Agreement, Manager shall have thirty (30) days after such termination during which to remove such property. However, City shall have the right to assert such lien or liens against said property as City may by law be permitted.

If Manager's property is not removed as herein provided, City may, at its option, after written notice to Manager and at Manager's sole risk and expense, remove such property to a public warehouse for deposit, or retain the same in City's possession and after the expiration of thirty (30) take ownership of such property without payment by the City to Manager of any compensation whatsoever, and said property shall thereafter be owned by City free and clear of any claim or interest by Manager.

### **15.9 Turnover Upon Termination.**

The Manager shall cooperate with the City in achieving an effective and efficient turnover of the operation and management of the Parking Facilities at the termination of this Agreement. Failure to comply with this paragraph is considered damaging to the City and shall cause the City to demand payment of the performance security. Language shall be specifically included in the performance security to provide for this condition of the Agreement.

## **Section 16. FEDERAL CONTRACT PROVISIONS.**

## **16.1 General Civil Rights Provisions.**

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **16.2 Title VI Solicitation Notice.**

The City of Pensacola, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **16.3 Title VI Clauses for Compliance with Nondiscrimination Requirements.**

### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- 1. Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **16.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

## **Section 17. RULES AND REGULATIONS.**

It is expressly understood that the Manager agrees to conform to all Federal, State, or local laws and regulations, as well as all City of Pensacola Codes and Ordinances, all of which may apply to the services to be performed and that the City of Pensacola is to be held free and harmless from any act or failures by the Manager to do so.

The Manager shall obtain and maintain in force all licenses, permits and other certificates required by Federal, State, County, or Municipal authorities for its operation under the terms of this Agreement.

The Manager agrees to observe all security requirements of Transportation Security Administration Regulations 49 CFR Part 1542, and the Airport Security Program, as may be applicable, and as the same may, from time to time, be amended, and to take such steps as may be necessary or directed by the City to ensure that employees, invitees, agents and guests observe these requirements.

If the City incurs any fines and/or penalties imposed by Federal, State, County, or Municipal authorities as a result of the acts or omissions of Manager, its employees, invitees, agents and guests, then Manager shall be responsible to pay or reimburse the City for all such costs and expenses.

**Section 18. RESERVED.**

**Section 19. GENERAL PROVISIONS.**

**19.1 Force Majeure.**

Neither the City nor Manager shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by any reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, weather conditions, acts of terrorism, pandemic, or for any other circumstances for which it is not responsible or which is not within its control.

**19.2 Relationship of Parties.**

It is understood that the Manager is not in any way or for any purpose partner or joint venturer with, or agent of the City. The Manager shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

**19.3 Notices.**

All notices by either party to the other shall be made either by utilizing the registered or certified mail of the United States of America, postage prepaid, or by utilizing any other method of delivery requiring signature for receipt, and such notice shall be

deemed to have been delivered and received on the date of such utilization.  
All notices to the City shall be mailed to:

Airport Director  
Pensacola International Airport  
2430 Airport Blvd., Suite 225  
Pensacola, Florida 32504

All notices to Manager shall be mailed to:

LAZ Florida Parking, LLC  
404 Washington Ave., Suite 640  
Miami Beach, FL 33139

The parties from time to time may designate in writing changes to the address stated.

#### **19.4 Authorization.**

A. The City represents that it has the authority to enter into this Agreement and grant the rights contained herein to Manager.

B. If Manager is a limited or general partnership, the undersigned warrants and represents that (1) he/she is a general partner or agent of said partnership; (2) his/her execution of this Agreement has been authorized by all of the general partners and is in the usual course of the partnership's business; and (3) by his/her execution of this Agreement, the partnership shall be deemed a signator to this Agreement in the same fashion as if all of the general partners of the partnership had executed this Agreement.

C. If Manager is a corporation, the undersigned warrants and represents that (1) he/she is an agent of the corporation; (2) he/she is authorized to execute this Agreement on the corporation's behalf; and (3) the corporation shall be bound as a signator to this Agreement by his/her execution of it.

#### **19.5 Entire Agreement.**

This writing, together with all the attached Exhibits, constitutes the entire agreement of the parties. This Agreement supersedes all prior concession agreements, if any, between the City and Manager, and no representations, warranties, inducements, or oral agreements that may have been previously made between the parties shall continue in effect unless stated herein. This Agreement shall not be modified except in writing, signed by the City and

Manager.

**19.6 Construction of Agreement.**

Regardless of which party hereto is responsible for the preparation and drafting of this Agreement, it shall not be construed more strictly against either party.

**19.7 Partial Invalidity.**

If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be deemed invalid and unenforceable, the remainder of this Agreement and the application of such term, covenant, or condition to persons or events other than those to which it is held unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

**19.8 Survival of Warranties.**

All warranties and covenants set forth in this Agreement shall survive the execution, performance and termination of this Agreement.

**19.9 Successor.**

The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties.

**19.10 Consents and Approvals.**

Where this Agreement requires approval from the City, prior written approval from the Airport Director shall be considered to fulfill such requirements.

**19.11 Governing Law.**

This Agreement is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions, or proceedings arising out of this Agreement.

**19.12 Venue.**

Venue for any claim, actions, or proceedings arising out of this Contract shall be Escambia County, Florida.

**19.13 Manager's Dealings with City.**



Whenever in this Agreement, the Manager is required or permitted to obtain the approval of, consult with, give notice to, or otherwise deal with the City, the Manager shall deal with the City's authorized representative; and unless or until the City shall give Manager written notice to the contrary, the City's authorized representative shall be the Airport Director.

**19.14 Headings.**

The headings contained in this Agreement are inserted only as matter of convenience and for reference and do not define or limit the scope or intent of any provision of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction of said terms and provisions.

**19.15 Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, Florida Statutes, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

**19.16 Mandatory Use of E-Verify System.**

In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

**CONTRACTOR**

**CITY OF PENSACOLA, FLORIDA**

LAZ Florida Parking, LLC  
(Contractor's Name)

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

By \_\_\_\_\_  
Chief Operating Officer

Attest: \_\_\_\_\_  
City Clerk, Ericka L. Burnett

Michael Kuziak  
(Printed Officer's Name)

Approved as to Substance:

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_  
Department Director

Chris J Howley  
(Printed Officer's Name)

Legal in form and execution:

\_\_\_\_\_  
City Attorney

## **Attachment "A"**

**PUBLIC RECORDS:** Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A.** Keep and maintain public records required by the City to perform the service.
- B.** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D.** Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**

**EXHIBIT A**

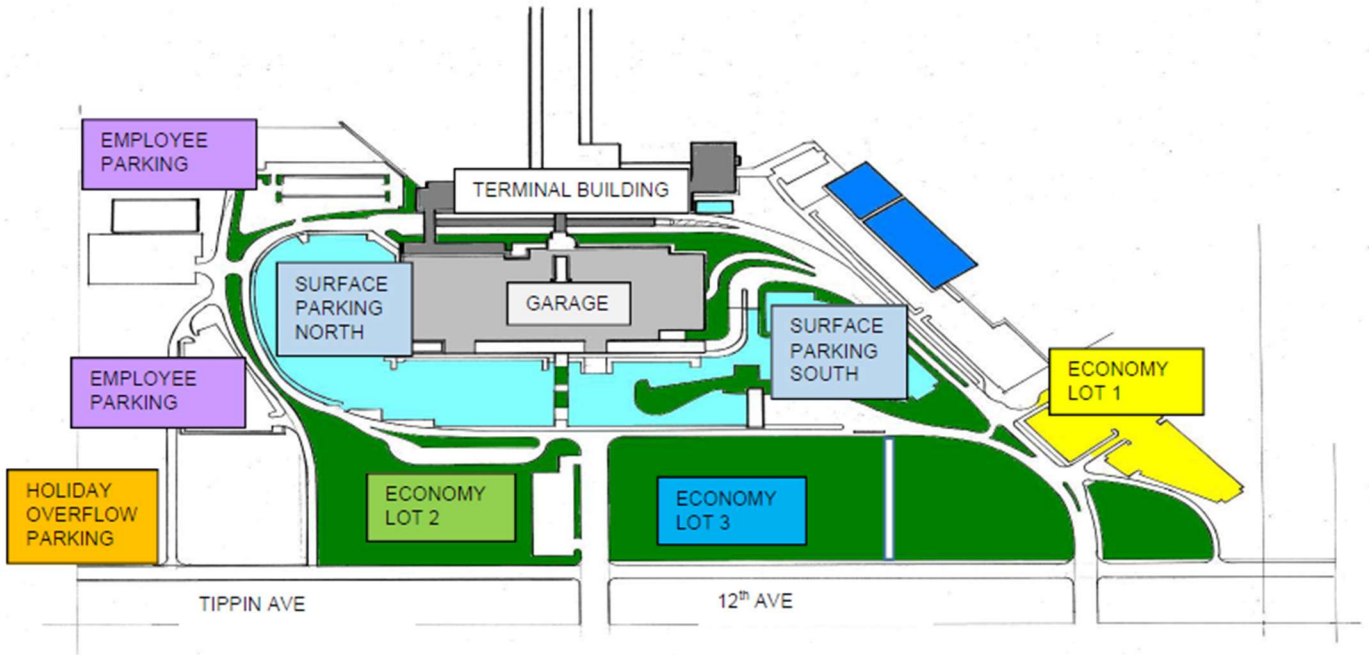
**RFP DOCUMENTS ON FILE IN CITY OF PENSACOLA PURCHASING OFFICE**

## **EXHIBIT B**

### **PROPOSAL**

The pages following Exhibit B are the documents comprising the Proposal dated, August 1, 2022, which Contractor submitted in response to the Bid Documents, are hereby incorporated by reference into this Contract. The Proposal includes all attachments and addenda submitted by Contractor in response to the Bid Documents, which are also hereby incorporated into this Contract by reference.

EXHIBIT C  
PARKING AREA PLAN



**EXHIBIT D**  
**PARKING AND OPERATING EQUIPMENT**

The following equipment is owned by the City and operated by the management firm for access/revenue control at Pensacola International Airport:

Surface Lot, Garage, Toll Plaza:

2012: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computers DP6001  
Datapark Ticket Dispensers DP5900  
Datapark Ticos DP5800  
Magnetic Control Micro Drive Gates Parking Pro-RC01040  
Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 1:

2012: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001  
Datapark Ticket Dispensers DP5900  
Datapark Ticos DP5800  
Magnetic Control Micro Drive Gates Parking Pro-RC01040  
Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 2:

Installation Date?

HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001  
Datapark Ticket Dispensers DP5900  
Datapark Ticos DP5800  
Magnetic Control Micro Drive Gates Parking Pro-RC01040

Parking Software DP11000

2015: Ticos upgraded to LXDP1

Economy Lot 3:

2022: HUB Datapark Fee computers, software, gates, ticket dispensers, Ticos installed.

Datapark Fee Computer DP6001

Datapark Ticket Dispensers DP5900-EMV

Datapark Ticos DP5800-EMV

Magnetic Control Micro Drive Gates HUB Pro-M-RCB10H0



## EXHIBIT E

### APPROVED PARKING CHARGES

The following represent the approved parking charges as of the effective date of this Agreement:

#### **Premium Parking**

Surface Lot:

\$2.00 per hour

\$9.00 maximum per day

Garage:

\$1.00 per ½ hour

\$11.00 maximum per day

#### **Economy Parking**

Economy Lot 1:

\$0.00 first hour (Cell Phone Parking)

\$2.00 per hour thereafter

\$8.00 maximum per day

Flight Crew AVI \$60.00 monthly or \$450.00 annually

Economy Lot 2:

\$2.00 per hour

\$8.00 maximum per day

Flight Crew AVI \$60.00 monthly or \$450.00 annually

Economy Lot 3:

\$2.00 per hour

\$8.00 maximum per day

**EXHIBIT F**  
**ANNUAL BUDGET FORMAT**

**Annual Budget**

Annual budgets for each year of the operation shall be provided in the following format:

Manager-Salary	\$ _____
Asst. Mgr/Supervisors	\$ _____
Hourly Wages (Cashiers)	\$ _____
Hourly Wages (Drivers)	\$ _____
Hourly Wages (Traffic)	\$ _____
Hourly Wages (Other)	\$ _____
Overtime	\$ _____
Holiday Pay	\$ _____
Vacation Pay	\$ _____
Payroll Tax-FICA	\$ _____
Payroll Tax-SUTA	\$ _____
Payroll Tax-FUTA	\$ _____
Payroll Cost-Life/Hospital Ins.	\$ _____
Payroll Cost-Workers Comp.	\$ _____
Other	\$ _____
Uniforms & ID Badges	\$ _____
Supplies & Small Tools	\$ _____
Ticket Expense	\$ _____
Stationary & Office Supplies	\$ _____
R&M Equipment	\$ _____
Liability Insurance	\$ _____
Auto Insurance-Shuttle	\$ _____
Gas & Oil-Shuttle	\$ _____
R&M-Shuttle	\$ _____
License & Fees-Shuttle	\$ _____
Equipment Rental	\$ _____
Postage & Freight	\$ _____
Telephone	\$ _____
Misc. Expense	\$ _____
Credit Card Processing Fee	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Total	\$ _____

On a separate sheet, provide:

- Additional information indicating the basis of the amount for the individual items listed above.

Proposed Salary Schedule

Cashier (Days)	\$ _____ / hour
Cashier (Nights)	\$ _____ / hour
Drivers (Days)	\$ _____ / hour
Drivers (Nights)	\$ _____ / hour
Traffic (Days)	\$ _____ / hour
Traffic (Nights)	\$ _____ / hour
Other	\$ _____ / hour
Supervisors	\$ _____ / hour
Assistant Manager	\$ _____ / hour
Manager	\$ _____ / year

As an attachment, provide information pertaining to:

- number of vacation days
- number of sick days
- health benefits
- other benefits

## EXHIBIT G MANNING TABLE

### Staffing Levels

Cashiers (Day) \_\_\_\_\_  
 Cashiers (Night) \_\_\_\_\_  
 Drivers (Day) \_\_\_\_\_  
 Drivers (Night) \_\_\_\_\_  
 Traffic Officers \_\_\_\_\_  
 Supervisors \_\_\_\_\_  
 Others \_\_\_\_\_

### Staffing Hours

#### **Cashiers**

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

#### **Drivers**

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

### Traffic Officers

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

### Manager, Supervisors, Others

DAY OF WEEK	FIRST SHIFT _____ TO _____	SECOND SHIFT _____ TO _____	THIRD SHIFT _____ TO _____
SUNDAY			
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			

## EXHIBIT H REQUEST FOR REIMBURSEMENT AND MANAGER'S COMPENSATION

Pensacola International Airport  
Month, Year

	<u>Current Month</u>	<u>Year To Date</u>
Revenue		
Monthly Parking		
Garage Parking		
Primary Surface Parking		
Secondary Surface Parking		
Key Card Deposits		
Misc. Parking		
	_____	_____
Total Gross Revenue	<u>\$XXXXXXXXXX</u>	<u>\$XXXXXXXXXX</u>
Operating Expenses		
Salaries & Wages		
Payroll Taxes & Burden		
Health, Welfare & Pension		
Worker's Compensation		
Uniforms		
Garage Supplies		
Printing & Tickets		
Office Supplies		
Parking & Auto		
Repairs & Maint.		
Signs		
Liability Insurance		
Other Insurance		
Sales Tax Expense		
Telephone & Computer		
Fixed Manager's Compensation		
Incentive Fee		
License & Fees		
Rental Equipment		
Advertising		
Postage & Freight		
Other Fees		
Credit Card Processing		
Misc. Expense		
Total Operating Expense	<u>\$XXXXXXXX.XX</u>	<u>\$XXXXXXXX.XX</u>
Amount Due Manager	<u>\$XXXXXXX XX</u>	<u>\$XXXXXXX XX</u>

\*Attach Payroll/Labor Analysis outlining salary/wages by employee, pay periods, regular hours worked, overtime hours worked, other (vacation/holiday) hours, total earnings, overtime earnings, and all deductions (FUTA, SUTA, FICA, etc...), and attach receipts/invoices detailing all other reimbursable operating expenses.

**EXHIBIT I  
PERFORMANCE INCENTIVE  
BONUS FORMAT**

The purpose of the evaluation is to judge the performance of the parking operation and to award an annual bonus.

**STEP 1:**

Evaluate the performance of the parking operator, using the Performance Evaluation Form, under each domain. Each category under each domain will be rated on a scale of 1 to 10 with 1= poor and 10=excellent.

In areas where there are multiple questions under a category, the points for a yes or no answer are listed. Circle yes or no and total the points for each category.

**STEP 2:**

Calculate total revenue, total income, and total available bonus. Post on Performance Incentive Bonus form.

**STEP 3:**

Transfer total points for each domain to the Performance Incentive Bonus form. Calculate the available bonus to be awarded for each domain by dividing points awarded by points available.

The bonus available for each domain is the total available bonus multiplied by the percent (%) of bonus to be awarded for the domain.

The bonus awarded for each domain is the bonus available for the domain multiplied by the level achieved.

**STEP 4:**

Calculate the total bonus awarded by adding the amounts awarded for each domain.

**NOTES:**

**Performance Incentive Bonus – Evaluation Form  
For the Period February 1, 20XX – January 31, 20XY**

Parking Operation

RATING: 0 = POOR TO 10 = EXCELLENT

**DOMAIN 1. CUSTOMER SERVICE**

- a) Responsiveness to customer complaints 10
- b) Customer complaints unresolved 10
- c) Customer waiting in line times excessive 10
- d) Assisted customers in emergency situations 10
- e) Customer appreciation letters 10
- f) Airport management’s opinion of customer service provided (Rating times 2) 20
- g) Cashier performance
  - 1) Cashiers in approved uniform  
Yes = 2 No = 0
  - 2) Cashiers trained in cash and customer service procedures  
Yes = 2 No = 0
  - 3) Cashiers responsive to customer complaints  
Yes = 2 No = 0
  - 4) Customer complaints  
Yes = 0 No = 2
  - 5) Cashiers clean and neat at all times  
Yes = 2 No = 0 10

TOTAL DOMAIN I      out of 80

**DOMAIN I: CUSTOMER SERVICE**

25% OF AVAILABLE BONUS = \$

**Points awarded 80**  
Points available 80  
% of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____



DOMAIN II. EFFICIENCY OF OPERATION

- a) Maintenance of equipment 10
- b) Maintenance of physical facility 10
- c) Appearance of physical facility 10
- d) Use of manpower (effective, economical)
  - 1) Manning for peak periods anticipated  
Yes = 4 No = 0
  - 2) Total man hours used vs. man hours budgeted  
Yes = 4 No = 0
  - 3) Amount of overtime acceptable 10  
Yes = 2 No = 0
- e) Cash management
  - 1) Deposits on time each banking day  
Yes = 3 No = 0
  - 2) Cashier overages/shortages acceptable  
Yes = 2 No = 0
  - 3) Reports accurate  
Yes = 2 No = 0
  - 4) Reports on time 10  
Yes = 3 No = 0
- f) Missing tickets
  - 1) Report submitted on time each month  
Yes = 3 No = 0
  - 2) Variance acceptable  
Yes = 4 No = 0
  - 3) Detailed explanation for variance submitted with  
monthly report 10  
Yes = 3 No = 0
- g) Audits (physical, cash control, operational)  
Specify type of audit: See attached N/A

25% OF AVAILABLE BONUS = TOTAL DOMAIN II 60 out of 60  
\$

**Points awarded 60**  
Points available 60  
% of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

**DOMAIN III. BUDGET ATTAINMENT**

(How accurate was the budget?)

- a) Variance – Approved Budget vs. Actual expenditures 10
- b) Budget Detail
  - 1) Budget Submitted on time
    - Yes = 4 No = 0
  - 2) Items in budget detailed
    - Yes = 3 No = 0
  - 3) Original budget adjusted by airport management 10
    - Yes = 0 No = 3
- c) Original budget adjusted during the year at request of:
  - 1) Airport management = 0
  - 2) Parking operations management = 1 to 10 10
- d) Man hours requirements and schedule detailed in budget 10
- e) Capital expenditures detailed/projected in budget 10

TOTAL DOMAIN III      out of 50

DOMAIN III: BUDGET ATTAINMENT

20% OF AVAILABLE BONUS = \$

**Points awarded 50**  
 Points available 50  
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN IV. MANAGEMENT PERFORMANCE

- a) Operational recommendations
  - 1) Changes in service levels
    - Yes = 4      No = 0
  - 2) Improvements
    - Yes = 4      No = 0
  - 3) Parking rates 2 10
    - Yes = 2      No = 0
- b) Local management 10
- c) Area management 10
- d) Corporate management 10
- e) Corporate services 10

TOTAL DOMAIN IV      out of 50

DOMAIN IV: MANAGEMENT PERFORMANCE

15% OF AVAILABLE BONUS = \$

**Points awarded**    **50**  
 Points available    50  
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

DOMAIN V. RESPONSIVENESS TO AIRPORT

- a) Responded to special request on time 10
- b) Assisted airport management in planning for special events 10
- c) Copy of written operational procedures and policy manual specifically for Pensacola Airport current and updated in Airport Admin. Office. 10
- d) Response to airport management request 10
- e) Airport management's opinion of performance 10

TOTAL DOMAIN V 50 out of 50

DOMAIN V: RESPONSIVENESS TO AIRPORT

15% OF AVAILABLE BONUS = \$

**Points awarded** 50  
**Points available** 50  
 % of total points available 100

Attainment	Available domain bonus	Total
100%	100%	_____
99% - 95%	90%	_____
94% - 90%	75%	_____
89% - 85%	50%	_____
84% - 80%	25%	_____
Less	0	_____

**Performance Incentive Bonus – Calculation Form**

**Parking Operation**

YEAR 20XX-20XY                      REVENUE    \$

   INCOME    \$

AVAILABLE BONUS (1% OF REVENUE OVER \$1,000,000) =        \$

DOMAIN I:                      CUSTOMER SERVICE

   25% OF AVAILABLE BONUS =                      \$

DOMAIN II:                      EFFICIENCY OF OPERATION

   25% OF AVAILABLE BONUS =                      \$

DOMAIN III:                      BUDGET ATTAINMENT

   20% OF AVAILABLE BONUS =                      \$

DOMAIN IV: MANAGEMENT PERFORMANCE

   15% OF AVAILABLE BONUS =                      \$

DOMAIN V:                      RESPONSIVENESS TO AIRPORT

   15% OF AVAILABLE BONUS =                      \$

   TOTAL BONUS AWARD    \$

**Exhibit J**  
**Performance Bond Format**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_  
of the State of \_\_\_\_\_ and County of \_\_\_\_\_  
("Principal"), and \_\_\_\_\_ a corporation chartered  
and existing under the laws of the State of \_\_\_\_\_ and duly authorized to do  
business in the State of Florida as "Surety", are held and firmly bound unto the City of  
Pensacola, a Florida municipal corporation ("Owner"), in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
\_\_\_\_\_) to be paid to the Owner, for the purpose of the hereinafter named contract, for  
which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors,  
administrators, successors and assignees, jointly and severally, by these presents.

WHEREAS, the above bound Principal has entered, or is about to enter, into a  
written agreement with the Owner under which it agrees to furnish all the skill, labor and  
materials and do all work necessary to ensure faithful and full performance of all terms,  
conditions, covenants, and duties set out in the \_\_\_\_\_  
Agreement for the Pensacola International Airport dated \_\_\_\_\_, 20\_\_\_\_ (the  
"Contract"), which is attached hereto and made a part of this obligation.

NOTWITHSTANDING the provisions of the aforementioned Contract, the term of  
this bond shall be one year commencing \_\_\_\_\_ until  
\_\_\_\_\_, and may be extended by the Surety by Continuation Certificate. In  
the event that the Surety elects not to provide a Continuation Certificate, the Principal  
shall provide a replacement bond within 30 days. Failure of the Principal to file a  
replacement bond shall not constitute a default under the bond or Contract. The liability  
of the Surety under this bond and all continuation certificates issued in connection  
herewith shall not be cumulative and shall in no event exceed the sum as set forth in this  
bond or in any additions, riders or endorsements approved and issued by the Surety as  
supplements hereto.

NOW, THEREFORE, the conditions of this obligation are such that if the above  
bound Principal, its successors and assigns, shall well and truly perform its obligations as  
set forth in the above mentioned Contract, then this Bond shall be void; otherwise to  
remain in full force and effect pursuant to its terms.

And the Surety to this Bond, for value received agrees that no changes, extensions  
of time, alterations or additions to the terms of the Contract or to the work to be performed  
thereunder or the scope of services accompanying the same shall in any way affect its  
obligations on this Bond, and it does hereby waive notice of any such changes, extension  
of time, alterations or additions to the terms of the Contract or the work or to any services  
thereof.

It is agreed that this Bond is executed pursuant to and in accordance with the provisions of Section 255.05 of the Florida Statutes, and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, except and to the extent that this Bond provides Owner with greater or additional rights than those set forth in Section 255.05. The Bond shall be executed as surety by a surety insurer authorized to do business in the State of Florida and shall be conditioned that the Principal shall promptly perform all services as provided herein.

IN WITNESS WHEREOF, said Principal and Surety have thereunto affixed their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, either in person or by agents fully authorized.

As to Principal:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

As to Surety:

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (L.S.)

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

Approved as to form:

County of \_\_\_\_\_

\_\_\_\_\_