



REQUEST FOR QUALIFICATIONS

PARKING OPERATOR 2021 PARKBOI PUBLIC PARKING GARAGES BOISE, IDAHO

PROPOSALS DUE: June 22, 2021 by 3 P.M. local time

REQUEST FOR QUALIFICATIONS PARKING OPERATOR 2021

May 20, 2021

Dear Respondent:

Capital City Development Corporation (CCDC) will accept proposals from parking management companies to operate its ParkBOI public parking garages (ParkBOI) under a “cost plus management fee” contract.

The parking management company chosen by CCDC through this selection process will need to provide the full spectrum of management services, such as: establishing a dedicated management and operations office; handling all parking staff personnel issues; assisting with development and implementation of operation policies and procedures; assisting with a marketing program; performing certain maintenance and upkeep; and tracking parking-related statistics. It is desired that the selected company be ready to commence service October 1, 2021.

Registration is required to submit a proposal. (See registration instructions on page 7 of this document.)

The deadline to submit written proposals is 3:00 p.m. local time, June 22, 2021.

Proposals will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the proposals and will seek to interview one or more of the top ranked companies. The CCDC Board of Commissioners will make the final decision regarding ranking and the company chosen for these services. CCDC reserves the right to reject any and all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of CCDC and the public. The issuance of the RFQ and the receipt and evaluation of sealed proposals does not obligate CCDC to award a contract. CCDC will not reimburse for any costs incurred by Respondents in responding to this RFQ. CCDC may in its discretion cancel this process at any time prior to execution of a contract without liability.

CCDC appreciates your interest in meeting the needs of the agency and the citizens of Boise.



Kathy Wanner
Contracts Specialist



121 N 9TH ST, SUITE 501 BOISE, ID 83702
208-384-4264 WWW.CCDCBOISE.COM

INSTRUCTIONS TO RESPONDENTS

1.1 Information and Background

CCDC owns six (6) public parking garages in downtown Boise, five (5) of which are owned wholly by CCDC and one (1) of which is under joint public-private ownership. CCDC may increase and/or decrease its garage assets over the coming years. See the *ParkBOI Garage System Map*, attached as Exhibit E.

Historically the parking system has been operated with a focus on promoting economic development in the downtown core. With the buildout of the core nearly complete and parking demand soon expected to exceed supply as downtown Boise recovers from the pandemic, the parking system's focus is moving towards an emphasis on mobility management. The new program is encouraged to embrace a wide range of mobility management options to mitigate parking demand overall while enhancing and improving transportation options for all citizens. CCDC will be interested in responding firms experience in integrating mobility management and transportation demand management elements into overall program management.

CCDC has established certain principles regarding how the ParkBOI system is operated. These include:

- Replacing low monthly rates that were used to encourage utilization/economic development with higher rates necessary to manage increased parking demand and to fund alternative means of downtown mobility.
- Coordination of the on-street and off-street parking systems for continued downtown success. Hourly rates in garages are temporarily frozen below those of the on-street system to assist the on-street system in achieving its fullest potential.
- Using technology to maximize operating efficiency and customer service. This includes the installation of automated pay stations in 2014, deployment of License Plate Recognition (LPR) to assist with parking enforcement, and remote monitoring by the Operator of all garage entrances and exits.
- Compliance with IRS regulations and laws: construction of the ParkBOI system has been financed primarily by the issuance of tax exempt bonds. Therefore, ParkBOI must be operated in a manner that is legal under IRS regulations applicable to tax exempt bonds, ParkBOI bond covenants, the Idaho Constitution, and Idaho statutes. The ParkBOI bond covenants prohibit any action that would jeopardize the tax exempt status of the bonds – these covenants include that the ParkBOI cannot be operated as a for-profit system.

Relevant statistics about the ParkBOI system include:

- The 3,179 spaces in the six (6) ParkBOI parking structures constitute 15% of the 17,654 total parking spaces downtown.
- The ParkBOI spaces are currently divided between 839 hourly spaces and 2,340 monthly spaces. Hourly parkers may park anywhere but typically park as low as possible in the garages. Monthly customers are required to park in the upper areas of each garage. CCDC has a 20% oversell target for monthly general parking spaces. Prior to

the pandemic, the ParkBOI system had approximately 100 monthly permits available for sale system-wide

- ParkBOI had approximately 1.7 million parking guests in 2019: 1,050,000 hourly and 630,000 monthly. Pre-pandemic, the garages were typically 70-75% occupied at mid-day, mid-week, with occupancy typically lower in the evenings and on weekends.
- CCDC employs a pricing strategy which features the first hour of parking for free and \$3 each hour or part of an hour thereafter, with a daily maximum of \$15. ParkBOI charges a \$6 maximum on Saturdays and Sundays in light of lower parking demand on weekends.
- The current parking operator has 22 full-time employees dedicated to ParkBOI operations, and is paid an annual management fee of \$83,000.

CCDC pays for ParkBOI general maintenance and cleaning, major maintenance and repairs, and capital reinvestment projects. CCDC has a parking reinvestment plan that includes such items as waterproofing, concrete repairs, exterior painting and painting stairwells and elevator lobbies, upgrading or replacing elevators, and repairing or replacing building systems and signage systems.

1.2 Scope of Services

The following parking management services are desired under the Services contract executed with CCDC. The descriptions are illustrative in nature and not exhaustive. The actual scope of services, including the payment thereof, will be negotiated after this RFQ selection process has concluded.

- Establish an office solely for the management and operation of the ParkBOI system, which is separate from any office maintained by the Operator for other clients. CCDC will pay the rent for the ParkBOI system office directly.
- Purchase supplies necessary for proper office operations, parking operations, and maintenance; pay necessary operations and maintenance expenses for each facility (including utilities).
- Hire, train, supervise, and evaluate parking staff; handle all disciplinary and other personnel issues.
- Perform general facility maintenance and upkeep such as: daily, monthly, and seasonal cleaning of each facility; minor equipment maintenance; minor building and miscellaneous systems repairs; graffiti removal; annual elevator inspections, fire sprinkler system inspections, and fire extinguisher inspections; and arrange for other maintenance needs using contractors.
- Perform daily, weekly, monthly, and annual financial auditing and reconciliation, including operations and financial reports in sufficient detail to meet CCDC's requirements.
- Assist CCDC with development and implementation of an annual budget for the ParkBOI system.

- Assist with the development of necessary operating policies and procedures.
- Track parking-related statistics for all facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, customer service, maintenance, and safety/security).
- Provide on-going customer service in a friendly and professional manner; track and resolve any and all customer service related issues; conduct a customer service outreach program.
- Provide parking facility security services.
- Assign at least one local management staff member to be available to CCDC by cell phone 24 hours a day, 7 days a week.
- Assist CCDC with development and implementation of a marketing program for the ParkBOI system.
- Coordinate the operation of the garages with contractors and others engaged by CCDC to perform work on a specific parking garage or to the system as a whole. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic, and the shutting down and activation of parking garage systems.
- Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance, and repair of a public parking system – including building and safety regulations and inspection requirements, environmental regulations, and public procurement regulations. Conduct ParkBOI operations so they comply with applicable federal, state, and local regulations.
- Provide parking management advice as needed concerning operations, marketing, pricing, etc.

1.3 Form of Contract

During the term of the contract, the parking management company shall provide CCDC with professional services and represent CCDC's best interests within set budgets and as planned with minimum difficulties. It is anticipated that a "cost plus management fee" will form the basis of agreement for services; provided however, CCDC reserves the right to change, modify, or amend the final contract to be entered into by CCDC. A sample contract is attached as Exhibit F.

GENERAL CONDITIONS

2.1 Intent of RFQ

It is the intent of CCDC to run a qualifications-based selection process to select a company capable of providing the parking operator services outlined within this proposal. The company ranked highest will be approached to negotiate the contract necessary for the services. If a contract cannot be negotiated, CCDC will then approach the next highest ranked company to negotiate the contract.

2.2 Reserved Rights

CCDC reserves the right to act in the public best interest and in furtherance of the purposes of the Idaho Code Title 50, Chapter 20 (*Idaho Urban Renewal Law*) and Idaho Code Title 67, Chapter 28 (*Purchasing by Political Subdivisions*). CCDC reserves the right to waive any formalities or defects as to form, procedure, or content with respect to this RFQ and any irregularities in the proposals received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the proposal or proposals that are in the best interest of CCDC and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate CCDC to select a company nor award a contract. CCDC may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

2.3 Public Records

CCDC is a public agency. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Act, Idaho Code §§ 74-101 through 74-126. The Public Records Act contains certain exemptions – including an exemption for trade secrets. Trade secrets include a formula, pattern, compilation, program, computer program, device, method, technique, or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a proposal are not trade secrets.

If any Respondent claims any part of a proposal is exempt from disclosure under the Idaho Public Records Act, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire proposal as “Confidential” is not in accordance with Idaho Public Records Act and will not be honored.

CCDC, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Act, Respondent expressly agrees to defend, indemnify, and hold CCDC harmless from any claim or suit arising from CCDC’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Act should be addressed to your own legal counsel prior to submission.

2.4 Insurance

Upon execution of the contract for parking operator services, the company will be required to provide evidence of the coverages listed below and maintain the insurance coverage for the duration of the contract. Coverage must be primary and noncontributing with respect to any other insurance maintained by CCDC and must include a waiver of subrogation by the insurers

in favor of CCDC. All insurance required by the contract must be acquired and maintained from an insurance company or companies licensed in the State of Idaho with no less than an "A-" rating by A.M. Best.

- Commercial General Liability Insurance coverage with minimum coverage of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) annual aggregate combined single limit for personal injury, including death, and for property damage. Coverages thereunder shall include premises liability, System and operations liability, contractual liability, owner's and contractors' protection, elevator liability, products liability, and completed operations coverage.

Such insurance shall be written on an occurrence basis (rather than a claims-made basis), and shall name CCDC, its officers, agents, and employees as additional insureds. A notation is required that the policy cannot be canceled without thirty (30) days' written notice to CCDC.

- Automobile Liability Insurance coverage with minimum coverage for bodily injury and property damage of One Million Dollars (\$1,000,000.00) per occurrence and aggregate covering all owned, non-owned, and hired automobiles. The policy shall name CCDC, its officers, agents, and employees as additional insureds.
- Workers' Compensation Insurance and Employer's Liability Insurance as required by Idaho law.

2.5 Bonding

Upon execution of the contract for parking operator services, the company will be required to furnish a fidelity bond held by a company approved by CCDC, indemnifying CCDC against any dishonest acts of the company or any of its employees, individual or in collusion with others, which bond shall be in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) for all employees. Additionally, company must provide a Performance Bond approved by CCDC or a cash deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) conditioned upon the full faithful performance by company of each and all of the covenants and agreements and undertakings set forth in the contract.

2.6 Taxes

CCDC is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by CCDC. Items purchased by CCDC and used by a contractor are subject to Use Tax.

2.7 Bond Counsel / Tax Counsel

CCDC's parking facilities in the ParkBOI system have been financed through the issuance of tax exempt bonds. Consequently, the parking operator selection process and the parking operator contract may be subject to bond counsel/tax counsel approval or issuance of a confirming opinion. CCDC reserves any and all rights and authorities to impose upon any Respondent or the selected operator any provisions deemed necessary by bond counsel/tax counsel.

SUBMISSION PROCESS

3.1 Required Registration

Respondents are **required to register by 5 p.m. local time, June 11, 2021**, in order to submit a proposal. Please use the Notice of Intent to Submit Proposal form, attached to this RFQ as Exhibit A, to declare your intention to submit a proposal. Proposals submitted by non-registered Respondents will not be opened and will not be considered. Each Respondent bears all responsibility for obtaining confirmation of registration from CCDC.

3.2 Pre-Submittal Conference

A pre-submittal conference will be held via ZOOM at 2:00 pm local time on **June 2, 2021**. Attendance is encouraged.

Join Zoom Meeting

<https://zoom.us/j/97242500544?pwd=Nm4rajhuY05uY2tnaHg2alNNejVQdz09>

Meeting ID: 972 4250 0544

Passcode: 583037

One tap mobile

+12532158782,,97242500544#,,,,*583037# US (Tacoma)

+13462487799,,97242500544#,,,,*583037# US (Houston)

3.3 Proposal Submission

Please follow these instructions for submitting a proposal.

Utilize a commonly available file-share service such as Dropbox, WeTransfer, or Google Drive. Send the link to your proposal by email to: bids@ccdcoise.com by the due date and time:

PROPOSAL DEADLINE is 3:00 p.m. local time, JUNE 22, 2021

Please include this subject line on the email:

“RFQ SUBMITTAL: PARKING OPERATOR 2021”

All required submittal documents must be *signed and dated* and must be submitted by email either in one PDF or a separate PDF of each required document. Late or incomplete submittals will not be accepted; CCDC takes no responsibility for submittals received late or incomplete in any way. Respondent assumes full responsibility for the timely submittal of all proposal documents via the email process.

Respondent will be responsible for all costs (including site visits where needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of CCDC and will not be returned.

3.4 Request for Clarification or Questions

Any Respondent who wishes to request clarification or ask a question related to the RFQ may submit a written notification to Kathy Wanner, CCDC Contracts Specialist: kwanner@ccdcoise.com. The request must be received in writing prior to 3:00 pm local time June 11, 2021

3.5 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a proposal or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondent's responsibility to check for addenda prior to submitting a proposal. Failure to do so may result in the proposal being declared non-responsive. No addenda will be issued fewer than four (4) calendar days before the proposal deadline unless the deadline is extended. Respondent shall indicate within their cover letter the addenda number(s) which they have incorporated into their submittal.

3.6 Modification or Withdrawal of Proposal

A proposal may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted proposal shall remain in effect for a minimum of 90 days for evaluation purposes.

[Remainder of page intentionally left blank.]

REQUIRED CONTENT, EVALUATION, AND SELECTION

4.1 Required Submission Materials

The Proposal format described here is meant to allow uniform review and easy access to information by the evaluation committee. Proposals not conforming to the requested format or not in compliance with the RFQ specifications may be considered non-responsive.

SUBMITTAL PACKAGES MUST INCLUDE:

- RFQ Submittal Cover Sheet (attached to this RFQ as Exhibit B)
- RFQ Waiver and Release (attached to this RFQ as Exhibit C)
- ONE (1) signed proposal

PAGE LIMIT: Not including the Submittal Cover Sheet and the Required Waiver & Release, proposals shall not exceed 60 pages.

Respondents are invited to include information about innovative methods and/or procedures which they can provide to assist in ensuring successful completion of this project. Unique qualities and/or capabilities and cost efficiencies may be identified.

4.2 Submittal Format

Proposals must include the following information in the sequence set forth below. Respondents acknowledge they will be ranked according to responses to the articles below:

- **Submittal Cover Sheet** *{Pass/Fail}*
- **Required Waiver & Release** *{Pass/Fail}*
- **Detailed Proposal – organized with the following information:**

A. Parking Management Approach *{10 points}*: Provide a description of your company's overall approach to providing the requested parking management services, including a discussion of your company's philosophy, priorities, areas of emphasis and expertise in the delivery of such services in a downtown public parking environment. Respondent shall fully describe its philosophy regarding installation of automated cashiering equipment/systems in public parking facilities.

B. Company's Experience with Operating & Managing Parking Systems *{10 points}*:

1. List at least three (3) parking systems or garages as reference projects demonstrating the company's experience with operating and managing municipal parking systems. Each reference must meet the following criteria:
 - i. The reference project is a municipal parking garage system or garage similar in size and complexity to the ParkBOI system; and
 - ii. Respondent has a current contract to manage the reference project and the Respondent's regional manager responsible for the project is the same regional manager who would be assigned to manage the ParkBOI system.

iii. The contract has been in place for at least two (2) years.

For each of the three (3) reference projects, provide client name, name of garage system, location, number of spaces, contact person, address, phone number and email address, and identify the Respondent's regional manager and on-site parking manager who are responsible to the client for operation of the reference project. Describe the scope of operations and management services provided, parking access and revenue control equipment utilized, approximate gross revenues and expenses for the most current operating budget, and list the dates the Respondent has provided parking management services for each reference project.

CCDC may contact references to obtain information regarding the Respondent's operation and performance including the effectiveness and quality of operations, customer service performance, financial status, revenue control abilities and reporting, timeliness of deposits and payments, facility maintenance and upkeep, responsiveness, and overall satisfaction with performance.

2. Describe any experience your company has with the operation and maintenance of Scheidt & Bachmann USA, Inc., parking access and revenue control equipment, if any. Highlight personnel who would be assigned to ParkBOI who have previous experience with Scheidt & Bachmann USA, Inc.
3. Describe any experience your company has with the operation and maintenance of Amano McGann, Inc., parking access and revenue control equipment, if any. Highlight personnel who would be assigned to ParkBOI who have previous experience with Amano McGann, Inc.
4. Describe your experience in integrating Transportation Demand Management alternatives/initiatives into parking programs and structures.
5. Describe your experience in attaining professionally credentialed programs such as the International Parking & Mobility Institute's Accredited Parking Organization.
6. Describe your process for parking program auditing.
7. Describe your approaches to data security, PCI compliance, fraud mitigation, and other cyber-security related functions.
8. List any additional experience which would make the company uniquely qualified to manage parking facilities on behalf of CCDC.

C. Management, Personnel & Customer Service Plans *{10 points}*:

1. Management Plan – Describe Respondent's management plan for the ParkBOI system and the management staff who would be responsible for ParkBOI operations. Management plan should include Respondent's recommendations regarding management initiatives or improvements based on industry experience.

2. Organizational Chart – Submit a detailed organizational chart for ParkBOI operations showing the positions and a summary description of staff roles. The chart should include appropriate corporate level staff that will assist, supervise, or manage local staff. Provide brief biographies for key personnel that highlight their parking operations and management experience.
3. Parking Manager – Provide the name, current address, and a complete résumé for Respondent’s proposed on-site parking manager that would be assigned to ParkBOI (“Parking Manager”). Detail Parking Manager’s relevant parking operations and management experience, scope of responsibility, and qualifications. NOTE: The Parking Manager may be interviewed by CCDC staff prior to the execution of the contract, and acceptance of the Parking Manager by CCDC is a condition of the contract award.
4. Job Descriptions – Provide position descriptions for each position in the organizational chart describing the scope of duties and responsibilities, normal working hours, reporting and supervisory responsibilities.
5. Staff Certifications – Please identify any staff that would be assigned to this operation that have earned industry-related certifications such as “Certified Administrator of Public Parking” from the International Parking Institute or “Certified Parking Professional” from the National Parking Association.
6. Staffing Schedule – Submit staffing charts and tables showing the proposed number of, and schedule for, management and non-supervisory personnel to manage and operate ParkBOI, including provisions for peak periods. This information should clearly identify staffing levels by job classification, location, and shift and must include an explanation of how it will provide for backup staffing, employee breaks, etc. Staffing Schedule must include at least one local management staff person who is available by cell phone 24 hours a day, 7 days a week.
7. Home Office Support and Relationship – Describe the proposed support activities to be provided by the home office and the general reporting and operating relationship between local and home office management.
8. Hiring, Orientation and Training – Submit a description of employee hiring and selection processes, employee orientation, and the type and duration of proposed training related to job responsibilities and customer service for all positions. Describe the opportunities for continued development of assigned management and supervisory staff. Prior to execution of a contract, the successful Respondent’s employee training manual must be made available to CCDC for review.

D. Compensation {6 points}: Submit the following detailed information:

1. Listing of the proposed salary ranges or hourly rates for all management and non-management job classifications that will be assigned to ParkBOI operations (e.g., Parking Manager, assistance managers, supervisors, cashiers, maintenance staff, and office personnel).

2. Description of employee benefits and incentives, including benefit participation costs to employees (e.g., portion of health plan coverage cost paid by employees).
3. Describe the type of health plan coverage Respondent proposes to provide with information about: Co-insurance; share paid by employer and employee; deductibles; waiting periods to enroll; ancillary benefits such as dental or vision coverage; and annual cost attributable to health plan coverage.

Respondent's proposal for health plan coverage is for the RFQ process only; actual health plan coverages are subject to contract negotiations between CCDC and the successful Respondent.

E. Customer Service {6 points}: Submit a description of the proposed customer service plan. Based on your experience with similar operations or other operator transitions, outline specific recommendations and suggestions to ensure a high level of customer service. Describe customer service programs your company has developed for other properties similar to ParkBOI. Describe how Respondent trains for, offers employee incentives for, measures, and tracks customer service.

F. Operations & Maintenance Procedures {6 points}: Provide a description of the day-to-day, monthly, and seasonal operations and maintenance procedures proposed for the parking facilities including anticipated staff, equipment, supplies, and responsibilities.

G. Revenue, Collections & Control; Internal Financial Procedures {10 points}: Provide a description of the Respondent's approach and methods for managing, collecting, and accounting for parking revenues in sufficient detail to clearly demonstrate Respondent's ability and experience. Demonstrate Respondent's knowledge and experience with the type of revenue control procedures necessary for a parking operation similar to ParkBOI. Describe proposed internal reporting, budgeting, accounting, and auditing procedures in sufficient detail to demonstrate a complete audit trail, as well as methods to ensure accountability for revenues and expenditures.

H. Operating Budget {10 points}: CCDC's parking operating budgets for 2020 and 2021 are attached as Exhibit D. Please review and describe any changes you would make. NOTE: The actual budget for the successful Respondent is subject to negotiation and approval by CCDC.

I. Financial Ability to Perform {10 points}: Respondent shall submit satisfactory evidence that it has the necessary financial resources to perform and complete the work outlined in this RFQ. CCDC is requesting this information to be sure the company has the financial ability to pay all expenses and to manage and complete the contract.

Respondent must submit the following for Respondent's company either in its entirety or for the regional unit which would manage the ParkBOI system:

1. Three (3) years of audited financial statements OR three (3) years of unaudited financial statements plus three (3) years of bank statements from the primary bank account of the business; and

2. Evidence of Respondent's ability to obtain a fidelity bond and a performance bond for the anticipated contract period; and
3. BANKRUPTCY: If Respondent's company has declared bankruptcy in the last fifteen years, describe the circumstances and status of the bankruptcy. If the company has not declared bankruptcy, so indicate.

J. Safety, Security & Emergency Procedures {6 points}:

1. Describe how your company will provide security in each facility, as well as ensure the safety of parking patrons. Will facility security be provided by your company or will you outsource security responsibilities to another company?
2. Describe proposed emergency procedures for, at a minimum, each of the following instances: Automobile and personal injury accidents, including how claims are handled; Damage to a parking facility; Robbery and theft; and Fire.
3. If your company has a standard emergency procedures manual, please provide a copy for review.

K. Transition Plan {6 points}: Submit a description of your preliminary transition plan to ensure a smooth management transition.

L. Recommended Changes, Improvements, and Innovations {10 points}: Describe changes, improvements and / or innovations Respondent has developed for parking system policies and procedures, staffing, operations, pricing, etc. that could be applied to the ParkBOI system.

M. Contract Terminations {Pass/Fail}: If Respondent's company has had a contract terminated for default in the last five (5) years, describe such incident and include the other party's name, address, and phone number.

"Terminated for default" is defined as: notice to stop performance due to non-performance or poor performance and the issue of performance was either: a.) not litigated due to inaction on the part of the vendor; or b.) litigated and such litigation determined that the Respondent was in default.

CCDC will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If Respondent's company has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

4.3 Evaluation of Proposals

Proposals will be evaluated based on a review of the Respondent's proposal and qualifications by a selection committee that may include CCDC employees and consultants. Before a company is selected, CCDC may conduct reference investigations or contact Respondents to receive further information. CCDC may interview one or more of the top ranked companies to evaluate and determine the performance record and ability of the Respondents to perform the work anticipated and to determine the quality of the services being offered. By submitting a proposal, the Respondent authorizes CCDC to conduct reference investigations as needed and to conduct interviews where the Respondents will be evaluated based on the information described in this RFQ.

4.4 Basis of Selection

CCDC intends to select the most highly qualified operator based on the information submitted by the Respondents, interviews, investigation of prior work performance, and other pertinent factors. CCDC will select the Respondent that, in CCDC's sole opinion, is best qualified to perform the scope of work based on all information submitted or discovered. CCDC has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Respondent's responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and CCDC will not be responsible for any failure by any Respondent to meet applicable requirements.

4.5 QUESTIONS

Direct questions to: Kathy Wanner, Contracts Specialist
(208) 384-4264 or kwanner@ccdcboise.com

EXHIBITS TO THIS RFQ:

- A: Notice of Intent to Submit Proposal
- B: Submittal Cover Sheet
- C: Required Waiver & Release
- D: FY 2020 and 2021 Parking Operator Budgets
- E: ParkBOI Garage System Map (2021)
- F: Sample Contract

EXHIBIT A

**REQUIRED
NOTICE OF INTENT TO SUBMIT PROPOSAL
FOR RFQ: PARKING OPERATOR 2021**

SUBMIT NO LATER THAN 5:00 PM LOCAL TIME, JUNE 11, 2021

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
kwanner@ccdco Boise.com
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT A

EXHIBIT B

**SUBMITTAL COVER SHEET
FOR RFQ: PARKING OPERATOR 2021
(REQUIRED FOR SUBMISSION)**

TO: Capital City Development Corporation
Attn: Kathy Wanner, Contracts Specialist
121 N. 9th Street, Suite 501
Boise, Idaho 83702

Company Name: _____

Contact Person: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

The following Addenda have been received: Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

AUTHORIZED SIGNATURE: **X** _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT B

EXHIBIT C

**REQUIRED WAIVER & RELEASE
(REQUIRED FOR SUBMISSION)**

The undersigned has read this waiver and release and fully accepts the Capital City Development Corporation's (CCDC) discretion and non-liability as stipulated herein, and expressly for, but not limited to, CCDC's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a company to provide Parking Operator services.

A. Discretion of CCDC: The company submitting a response to this RFQ agrees that CCDC has the right to, unless contrary to applicable state law:

- 1) Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the RFQ;
- 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying the desired services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
- 3) Waive any formalities or defects as to form, procedure, or content with respect to CCDC's RFQ and any response by any Respondent thereto;
- 4) Accept or reject any sealed proposal received in response to the RFQ, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria;
- 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

B. Non-Liability of CCDC:

- 1) The undersigned agrees that CCDC shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of CCDC as identified above.
- 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Company Name: _____

AUTHORIZED SIGNATURE: X _____

Print Name / Title: _____

Date: _____

END OF EXHIBIT C

EXHIBIT D

FY 2020 AND 2021 PARKING OPERATOR BUDGETS

Fiscal Year 2020 Parking Operator Budget - Original

	<i>New Name</i>	Park BOI Garages						<i>11th & Front*</i>	<i>Total</i>
		<i>9th & Main</i>	<i>Capitol & Main</i>	<i>9th & Front</i>	<i>10th & Front</i>	<i>Capitol & Front</i>	<i>Capitol & Myrtle</i>		
		<i>Eastman</i>	<i>Cap Terr.</i>	<i>City Centre</i>	<i>Grove</i>	<i>Blvd</i>	<i>Myrtle</i>		
	<i>Spaces</i>	384	495	568	543	216	343	250	2799
	<i>% of Total</i>	15%	19%	22%	21%	8%	13%		100%
	Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	11th & Front	Total
Personnel Costs	578,418	51,829	107,388	90,251	23,548	19,690	26,827	29,237	927,188
Liability Insurance	5,064	9,732	12,156	13,944	13,332	5,304	8,412	5,770	73,714
Material & Supplies	6,240	16,308	15,276	16,932	9,300	6,600	10,416	1,485	82,557
Repairs & Maintenance	2,400	49,524	53,376	55,944	21,180	13,644	17,700	1,766	215,534
Utilities	-	24,240	17,328	37,800	24,912	8,736	18,852	6,140	138,008
Communications	13,380	10,630	10,788	10,224	12,444	12,444	12,588	928	83,427
Professional Services	600	3,396	3,477	11,004	4,080	2,820	3,135	783	29,295
Office Expenses	47,100	792	924	792	504	384	504	3,703	54,703
Miscellaneous	2,400	300	300	300	120	-	120	72	3,612
Management Fee	85,584	-	-	-	-	-	-	7,849	93,433
Snow Removal	-	13,200	13,164	13,200	13,200	840	13,200	4,690	71,494
Security Services	-	16,380	16,380	16,380	16,380	16,380	16,380	14,809	113,089
Call Center Costs	107,880	-	-	-	-	-	-	4,226	112,106
Recruiting Expenses	1,500	-	-	-	-	-	-	-	1,500
Auto Expense	1,200	576	120	120	120	120	120	90	2,466
Uniforms & Laundry	900	1,380	1,012	-	444	-	-	238	3,974
PARCS System Support	-	12,017	12,017	12,017	12,017	12,017	12,017	-	72,100
Totals	852,666	210,304	263,706	278,908	151,581	98,978	140,271	81,787	2,078,201
Allocation of Overhead		128,452	165,582	190,002	181,639	72,254	114,737	-	852,666
		15%	19%	22%	21%	8%	13%		100%
Total with Overhead		338,756	429,289	468,909	333,219	171,232	255,008	81,787	2,078,201

* 11th & Front garage is not one of the six Park BOI garages. CCDC has a 30.1% ownership interest in this garage. 11th & Front has its own terms, including stand-alone budget and financial reporting.

Fiscal Year 2021 Parking Operator Budget - Original

	<i>New Name</i>	Park BOI Garages						<i>11th & Front*</i>	<i>Total</i>
		<i>9th & Main</i>	<i>Capitol & Main</i>	<i>9th & Front</i>	<i>10th & Front</i>	<i>Capitol & Front</i>	<i>Capitol & Myrtle</i>		
		<i>Eastman</i>	<i>Cap Terr.</i>	<i>City Centre</i>	<i>Grove</i>	<i>Blvd**</i>	<i>Myrtle</i>		
	<i>Spaces</i>	384	495	568	543		343	250	2583
	<i>% of Total</i>	16%	21%	24%	23%	0%	15%		100%
	Overhead	9th & Main	Capitol & Main	9th & Front	10th & Front	Capitol & Front	Capitol & Myrtle	11th & Front	Total
Personnel Costs	533,480	52,083	97,976	76,813	21,231	-	23,980	28,380	833,943
Liability Insurance	5,160	9,924	12,396	14,220	13,596	-	8,580	5,770	69,646
Material & Supplies	6,240	13,656	12,012	14,856	8,460	-	10,476	1,445	67,145
Repairs & Maintenance	2,400	58,200	53,376	55,944	21,180	-	17,700	1,084	209,884
Utilities	-	17,220	18,804	37,800	24,912	-	18,852	5,779	123,367
Communications	13,380	10,630	10,788	10,224	12,444	-	12,588	-	70,054
Professional Services	600	3,702	3,960	4,226	4,786	-	3,418	-	20,692
Office Expenses	35,784	792	564	792	504	-	504	5,458	44,398
Miscellaneous	804	-	-	-	-	-	-	72	876
Management Fee	78,432	-	-	-	-	-	-	7,849	86,281
Snow Removal	-	13,200	13,164	13,200	13,200	-	13,200	4,967	70,931
Security Services	-	18,000	19,680	19,680	19,680	-	19,680	15,170	111,890
Call Center Costs	95,892	-	-	-	-	-	-	4,226	100,118
Recruiting Expenses	3,600	-	-	-	-	-	-	-	3,600
Auto Expense	1,200	576	120	120	120	-	120	90	2,346
Uniforms & Laundry	900	1,388	1,012	-	444	-	-	238	3,981
PARCS System Support	-	16,891	16,891	16,891	16,891	-	16,891	-	84,456
Totals	777,872	216,263	260,743	264,766	157,449	-	145,989	80,528	1,903,609
Allocation of Overhead		128,034	165,043	189,383	181,048	-	114,363.46	-	777,872
		16%	21%	24%	23%	0%	15%		100%
Total with Overhead		344,296	425,786	454,149	338,496	-	260,352	80,528	1,903,609

* 11th & Front Garage is not one of the six ParkBOI garages. CCDC has a 30.1% ownership interest in this garage. 11th & Front has its own terms, including stand-alone budget and financial reporting.

**Capitol & Front garage was not included in the Agency's parking garage portfolio at the time of FY2021 budget adoption. Its late FY2020 sale was canceled by the buyer due to pandemic-caused economic concerns. Sale of the garage is now expected to occur on June 30, 2021.

EXHIBIT E

PARKBOI GARAGE SYSTEM MAP (2021)



PARKBOI

PUBLIC PARKING GARAGES



12TH ST.

11TH ST.

10TH ST.

9TH ST.

8TH ST.

6TH ST.

5TH ST.

4TH ST.

◀ IDAHO ST.

MAIN ST. ▶

GROVE ST.

◀ FRONT ST.

GROVE PLAZA

▲ CAPITOL BLVD.

BOISE CITY HALL

BASQUE BLOCK

JUMP!

BODO

BROAD ST.

MYRTLE ST. ▶

9TH & MAIN

CAPITOL & MAIN

10TH & FRONT

11TH & FRONT

9TH & FRONT

CAPITOL & MYRTLE

EXHIBIT F

SAMPLE CONTRACT

**PARKBOI PUBLIC PARKING GARAGES
BOISE, IDAHO**

PARKING OPERATIONS AGREEMENT

**CAPITAL CITY DEVELOPMENT CORPORATION
AND
THE CAR PARK, INC.**

OCTOBER 1, 2016

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PARKING OPERATIONS AGREEMENT

THIS AGREEMENT is effective as of the 1st day of October, 2016, by and between the URBAN RENEWAL AGENCY OF BOISE CITY, IDAHO, also known as CAPITAL CITY DEVELOPMENT CORPORATION (“Agency”) and The Car Park, Inc., an Idaho corporation (“Operator”), individually referred to as a “Party” and collectively as the “Parties”. Agency and Operator agree as follows:

I. [§ 100] SUBJECT OF AGREEMENT

A. [§ 101]Purpose of This Agreement

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

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

B. [§ 102]Redevelopment Plans

This Agreement is subject to the provisions of the Redevelopment Plans, as follows:

1. 2007 Amended and Restated Boise Central District Urban Renewal Project 1, Idaho R-4, and Project II, Idaho R-5 (the “Central District Plan”) as adopted by Agency and approved by the Boise City Council on June 26, 2007; and
2. First Amended and Restated Urban Renewal Plan, River Street-Myrtle Street Urban Renewal Project (annexation of the Old Boise Eastside Study Area and Several Minor Parcels) and Renamed River Myrtle-Old Boise Urban Renewal Project (the “River Myrtle-Old Boise Plan”) as adopted by Agency and approved by the Boise City Council effective November 30, 2004; and

3. Westside Downtown Urban Renewal Project (the “Westside Plan”) as adopted by Agency and approved by the Boise City Council on December 4, 2001; and
4. 30th Street Area Plan (the “30th Street Plan”) as adopted by Agency and approved by the Boise City Council on December 4, 2012, as they may be subsequently amended, which are incorporated herein by reference and made a part hereof as though fully set forth herein.

Collectively all four plans are referred to as the “Redevelopment Plans,” with the individual plans referred to as the Central District Plan, the River Myrtle-Old Boise Plan, the Westside Plan, and the 30th Street Plan.

C. [§ 103]Project Areas

The Central District Project Area, River Myrtle-Old Boise Project Area, Westside Project Area, and 30th Street Project Area collectively constitute the Project Areas.

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

D. [§ 104]Public Parking Management Plan

This Agreement is subject to the provisions of the Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004 and as it may be subsequently amended, incorporated herein by reference and made a part hereof as though fully set forth herein as **Attachment 1** (the “Public Parking Management Plan”). In case of any inconsistencies between this Agreement and the Public Parking Management Plan, the terms of this Agreement shall govern.

E. [§ 105]Parking System

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

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

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

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

F. [\$ 107] Parties to This Agreement

1. [\$ 108] Agency

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

2. [\$ 109] Operator

Operator, The Car Park Inc., is headquartered at 702 West Idaho Street, Suite 650, Boise, Idaho 83702. Operator is an Idaho corporation. Operator shall staff a local operating business office for purposes of operation of the Parking System and contact and communication with Agency, parking customers and the general public, as further described in Section 301 of this Agreement.

II. [\$ 200] TERM, CANCELLATION, AND RENEWAL

The initial term of this Agreement shall commence October 1, 2016, and continue through September 30, 2017.

Agency shall have, in its sole discretion, the option to renew and extend the terms of this Agreement for four one-year increments, renewable each year; such extended term to begin upon the expiration of the term of this Agreement, and all terms, covenants, and provisions of this Agreement shall apply to such extended term. If Agency shall elect to exercise such option, it shall do so not later than thirty (30) days prior to the expiration of the Agreement.

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

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

III. [§ 300] OPERATIONS

A. [§ 301] Operations in General

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

1. Maintain and staff a business and permit sales office ("Parking System Office") in a location approved by Agency.
2. Employ parking staff (e.g. cashiers, supervisory staff, management staff and office administrative staff) and perform associated responsibilities including but not limited to employee recruitment, orientation, training, evaluation and discipline.
3. Provide on-going customer service in a friendly and professional manner, tracking and resolving any and all customer service related issues.
4. Use Operator's best efforts in every proper manner to maintain and develop the customer base of the System.
5. Perform cashiering and daily, weekly, and monthly auditing and reconciliation.

6. Provide bookkeeping and accounting functions such that gross revenues and expenses are individually computed for each Parking Facility listed in **Exhibit B** to this Agreement and as more fully described in Section 606 of this Agreement.
7. Contract with monthly parkers, and bill and collect payment for monthly parking in accordance with such contracts in compliance with all applicable Internal Revenue Service (“IRS”) regulations.
8. Sell parking validations to those entitled allowed to purchase and use validations and honor said validations in accordance with the validation program established by Agency. The existing validation program is described in the Parking Management Plans. Agency may modify the validation program in the future at its sole discretion.
8. Track revenues associated with the “First Hour Free” program, the cinema validation program, and other such programs as requested by Agency.
9. Ensure that customers of the Parking System pay the proper amount for parking and are not permitted to park free of charge except upon express direction of Agency or in compliance with the Parking Management Plan.
10. Pursue payment and collect parking revenues from past due accounts and unpaid fines, fees, and other charges consistent with Agency’s collections policy and the target for collections established by Agency and Operator in accordance with Section 302.
11. Conduct valet parking in the Parking Facilities only with the express authorization of Agency.
12. Pay the actual costs for all utilities, including charges for telephones and cellphones, gas, water, electricity, sewer, and trash collection.
13. Perform routine maintenance of and repairs to the Parking Facilities in accordance with Section 306.
14. Maintain all Parking System operating equipment and implement a preventative equipment maintenance program in accordance with Section 306.

15. Provide operational and maintenance supplies as are reasonably necessary to operate the Parking System.
16. Propose a customer service amenities program offering such services as: vehicle location assistance, vehicle lock-out assistance, tire inflation, etc. Implement those services approved and included in the Parking System budget by Agency.
17. Coordinate the operation of the Parking Facilities with public works contractors and tradespeople hired by Agency to perform work on a specific Parking Facility or to the System. Assist with such tasks as creating temporary construction and storage areas, routing of garage traffic, and the shut down and activation of Parking Facility systems.
18. Be knowledgeable regarding federal, state and local regulations that apply to the operation, maintenance and repair of a public parking system including but not limited to building and safety regulations and inspection requirements, environmental regulations and procurement regulations and policies. Conduct operations of the Parking System so they comply with applicable federal, state and local regulations.
19. Assist with the development of necessary operating policies and procedures. Implement policies and procedures approved by Agency.
20. Provide daily, monthly, and annual operations and financial reports.
21. Track parking-related statistics for all Parking Facilities (e.g., parking occupancies, durations, ticket data, allocations, revenues, expenses, and customer service, maintenance, and safety/security activities).
22. Provide parking management advice as necessary concerning operations, pricing, marketing, customer surveys, etc. Implement marketing programs approved and included in the Parking System budget by Agency.
23. Contract security services for the Parking System.
24. Cooperate with towing companies authorized by Agency to remove or relocate vehicles parked in a Parking Facility. Obtain approval from Agency for Operator's use of any towing company to remove or relocate vehicles in a Parking Facility. Ensure that

removal or relocation of vehicles parked in a Parking Facility by someone other than the vehicle's driver is only done by a towing company approved by Agency.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in this Section 301, which has a contract value of more than \$3,000, including but not limited to staffing; accounting and reporting; cleaning, maintenance and repair; collections, security, marketing and customer surveys. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services, Operator shall comply with applicable state and local procurement requirements as stated in Section 315.

Operator shall not engage in any other business in any part of the Parking System or the Parking Facilities other than to provide additional services such as activating inoperative vehicles as requested by a customer of the System or similar parking customer services, which services have been approved by Agency by a written letter of approval. Operator shall provide to Agency a list of all costs for such approved, additional services, and these costs shall be approved by Agency by written letter of approval prior to the imposition of said costs for such services.

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

B. [\$ 302] Operational Objectives and Standards

Operator shall be responsible for the day-to-day operation of the Parking System in a manner that ensures the safe, attractive, clean, and customer-friendly operation of the System.

Annually, during the budgetary process described in Section 608 of this Agreement, Agency and Operator shall agree upon a program of objectives and operational standards ("Parking System Annual Program" or "Annual Program") for the following fiscal year which shall address: how the System is to be operated, maintained and marketed; customer service; technology upgrades; capital investments, etc. The Annual Program shall include Agency's collections policy and a target for collection of past due accounts and unpaid fines, fees, and other charges established by Agency and Operator.

Operator shall submit its proposal for the Annual Program by May 1, 2017 for Agency's 2018 fiscal year, and similarly in 2018, 2019 and 2020, if Agency exercises the

extensions provided in this Agreement. Agency and Operator shall prepare the final Annual Program, guided by the provisions of Agency's Parking Management Plan and the operational standards mutually acceptable to Agency and Operator. Agency and Operator may also refer to the National Parking Association's (NPA) Parking Garage Maintenance Manual or any other compilation of standards deemed useful by Agency and Operator. The final Annual Program shall be reduced to writing and made a part of Agency's overall budget for the subsequent year. Operator acknowledges that the Annual Program described herein shall be effective only when included within Agency's overall budget.

The proposed Annual Program shall also include a description of the employee orientation and training program and customer service assessment and improvement program that Operator intends to implement as part of the budget proposed for the upcoming fiscal year ("Annual Employee Training and Customer Service Programs"). The Annual Employee Training and Customer Service Programs shall include, but not be limited to, a comprehensive customer service training program for Operator's employees and for staff supplied to operate the Parking System by any independent contractor. Operator shall submit its proposed Annual Employee Training and Customer Service Programs to Agency by December 1, 2016 for the initial term of this Agreement and by May 1 of any extension of this Agreement thereafter.

If Agency decides to amend or update the operational standards in the Parking Management Plan, Operator shall, upon Agency's request, provide feedback and suggestions concerning Agency's operational standards.

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

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

D. [\$ 304] Hours

Operator agrees to operate the Parking Facilities on the days and during the hours established by Agency. Hours of operation may be changed from time to time by Agency

upon written notice given by Agency, and any such changes shall take effect on the dates stipulated by such notice.

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

Operator agrees to charge and collect rates for parking motor vehicles and bicycle storage that shall be established by Agency from time to time as set forth in the Parking Management Plan or otherwise approved by the CCDC Board of Commissioners. Operator agrees that Agency may change parking rates from time to time at its sole discretion. New rates established shall become effective on the dates stipulated by Agency. Operator is encouraged to, with or without any specific request, recommend to Agency changes in parking rates.

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

Operator shall obtain the written approval of Agency prior to establishing the maximum number of monthly parkers in each Parking Facility and prior to entering into any multiple parking space rental agreement. Operator shall obtain the written approval of Agency prior to entering into any rental agreement for group parking or multi-user parking. Any such rental agreement shall be in compliance with any applicable IRS regulations concerning private use and shall not jeopardize the tax exempt nature of Agency's financing referenced above. Operator shall obtain the written approval of Agency prior to entering into any rental agreement involving an entity in which Operator has an interest, direct or indirect.

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

Operator shall be responsible for the day-to-day maintenance and repair of the Parking System in a manner that ensures the cleanliness, safety, and attractiveness of all the System. Such services shall include, but not be limited to, cleaning, painting, striping, trash removal, snow removal, cleaning elevator lobbies and cabs, and cleaning stairwells and landings; minor maintenance and repair to the structure, plumbing, electrical, lighting, air ventilation and heating systems; and maintenance and repair to parking access and revenue control system ("PARCS") equipment not requiring a manufacturer's authorized technician ("Routine Maintenance and Repair"). Minor maintenance and repair is defined as maintenance and repair costing less than \$3,000 per occurrence ("Minor Maintenance and Repair"). For maintenance and repair costing more than \$3,000 per occurrence, Operator shall contact Agency for further instruction and authorization.

Operator further agrees to maintain the System, the equipment provided by Agency, and all parts thereof, in good condition and repair and in as safe condition as its operation will reasonably permit, and make all repairs thereto that may be reasonably necessary for this purpose including, but not limited to, the following:

1. Maintain all signage, pavement markings, curbs, bumper guards, and wheel blocks.
2. Maintain all PARCS equipment including all gates, barricades, ticket spitters, ticket and monthly access card readers or other hourly, hotel or monthly customer access devices, fee displays, fee computers, etc., subject to 4. below.
3. Maintain the power sweeper, Tennant T20 Industrial Rider floor scrubber, and light duty truck assigned by Agency to the Parking System, and provide power sweeping and scrubbing services to other public facilities and spaces as Agency directs, subject to 4. below.
4. Where an equipment warranty requires maintenance and/or repair by a manufacturer's authorized technician, Operator shall obtain services from an authorized technician. When a piece of equipment subject to warranty malfunctions or breaks down, and an authorized technician is not expected to be available within a time defined by Agency as reasonable, Operator shall notify and consult with Agency.
5. Maintain the Parking Facilities and Parking System Office ("Premises") in a clean, presentable condition and not allow dirt, paper, or trash of any kind to accumulate in or upon the Premises; and remove snow, ice, and other obstructions from the Premises and from adjacent driveways and sidewalks if parking customers use said surfaces. Snow and debris removed shall not be placed upon the public ways or any portion thereof.
6. Maintain and keep in good working order all electrified and non-electrified directional, informational, and advertising signs located within, on the exterior of, or associated with the Parking Facilities.
7. Maintain and keep in good working order all elevators. Arrange for annual inspection of elevators. Maintain records of inspections and provide copies to Agency if requested to do so.
8. Maintain and keep in good working order all fire extinguishers and fire suppression systems. Arrange for annual inspection of fire

extinguishers and fire suppression systems. Maintain records of inspections and provide copies to Agency if requested to do so.

9. Maintain lights on the interior and exterior of the Parking Facilities.

Agency shall use maintenance standards of the NPA Maintenance Manual, or other recognized parking industry maintenance standards acceptable to Agency and Operator, as a guide in monitoring Operator's performance.

Prior to execution, Operator shall submit to Agency for review any contract with an independent contractor to supply the services enumerated in the Section 306, which has a contract value of more than \$3,000, including but not limited to repair, maintenance and inspection services and public works construction. Agency shall have the right to approve the contractor selected by Operator to provide these services, which approval shall not be unreasonably withheld. In contracting for such services and public works construction, Operator shall comply with applicable state and local procurement requirements as stated in Section 315 in this Agreement.

Operator shall carry out all regular and daily maintenance duties and responsibilities through a designated maintenance person with either a maintenance crew staffed by Operator or an independent maintenance contractor. If Operator determines to contract out its maintenance responsibilities, Operator agrees to notify Agency prior to negotiation or execution of any agreement in order to determine whether such activities are subject to the competitive bidding requirements of the Purchasing by Political Subdivisions Act, Chapter 28, Title 67, Idaho Code, and Agency's Procurement Policy.

Operator shall comply with procurement requirements in the Idaho Code that apply to Agency whenever Agency funds are being used either directly or indirectly for procurement of public works construction, personal property, personal or professional services, and services from design professionals, professional land surveyors and construction managers.

In the event that Operator shall fail to comply with any of the aforementioned obligations, Agency may, after forty-eight (48) hours' written notice to comply, in addition to other remedies set forth herein, enter upon the Premises and take all steps necessary to ensure compliance with the above obligations. All work, labor, and materials shall be charged to and paid for by Operator, plus a reasonable amount for the overhead of Agency, and such cost shall not be a reimbursable operational expense under Sections 604 and 605 of this Agreement.

G. [§ 307] Finance Procedure

As soon as practical but no later than the next banking day following receipt of any gross revenues, Operator shall deposit said gross revenue in an account of and to the credit of Agency, in such bank or other depository as Agency shall approve. After

deposit, such monies shall be under the complete control of Agency. Agency shall approve the manner in which deposits are made, provided Operator shall be responsible for all such monies up to the time of deposit. Monies payable by Operator to Agency shall include and reflect adjustments for any and all cashier shortages, overages, undercharges, uncollected parking fees, and dishonored checks. Any such shortages, undercharges, uncollected fees, and dishonored checks shall be included in gross revenues. Operator also agrees to time stamp transient parking tickets, to make and collect parking charges, and to prepare and transmit daily reports in the manner and form designated by Agency.

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

All source records of gross revenues, which shall include but not be limited to parking tickets, cash register tapes, shift reports, master reports, daily revenue reports, whether computer generated or manually generated, shall be kept by Operator at all times. These records are owned by Agency but shall be maintained by Operator for one year from the date the annual financial report is delivered to and accepted by Agency. At the end of the one-year period, these records shall be delivered to Agency for further disposition. Agency shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All databases for such purpose shall be maintained by Operator. Operator shall assure that adequate hard copies and data backups are done on a routine basis and stored on an approved media for a period of time requested by Agency.

Operator shall pursue payment and collect parking revenues from past due accounts and unpaid fines, fees and other charges consistent with Agency's collections policy and the target for collections established in the Annual Program as provided in Section 302.

H. [§ 308] Performance Requirements and Assessment

Operator shall submit to Agency proposed performance measures for the initial term by November 1, 2016. Agency and Operator shall establish mutually agreed upon performance measures by November 15, 2016. Operator shall submit a written report to Agency providing an assessment of its performance relative to the agreed upon performance measures by September 1, 2017. Agency shall provide to Operator by September 15, 2017, an initial performance assessment and recommended performance objectives and improvements for the period from October 1, 2017 to September 30, 2018 (if Agency exercises its option to extend the Agreement.)

During each extension exercised by Agency, Operator shall submit a written report to Agency providing an annual assessment of its performance relative to the agreed upon performance measures by August 15. By September 15, Agency shall provide to Operator a written annual performance assessment, which shall assess:

1. Operator's compliance under the terms of this Agreement with specific emphasis on the requirements set forth in Sections 301, 302, 306, 307, 308, 403, 606 and 609.
2. Operator's performance relative to the performance measures established for the preceding twelve months.
3. Other items appropriate under the terms of this Agreement.

The results of this performance review inform the negotiation of the management fee and any merit increase included in Operator's budget for the subsequent fiscal year.

For the initial term, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than November 1, 2016. For any subsequent extensions, Agency and Operator shall establish mutually agreed upon annual performance measures for Operator no later than September 15 for the following twelve months.

During each extension exercised by Agency, Operator and Agency shall conduct an informal performance conference no later than April 1 to discuss Operator's performance including accomplishments relative to agreed-upon performance measures and operational standards and any need for performance improvements. Agency shall create a written summary of this conference, and if needed, an action plan shall be included and provided to Operator.

Operator and Agency shall conduct periodic on-site tours of the Parking Facilities as needed to identify items needing attention or improvement, and shall create by mutual agreement a checklist of action items for Operator and Agency to address.

I. § 309] Alterations

Operator shall make no alterations or additions to the Premises and appurtenances without prior written consent of Agency. It is expressly agreed that all appurtenances, presently or hereafter located in and upon the Premises, whether affixed thereto or not, are and shall remain the property of Agency.

J. § 310] Rebate to Operator Prohibited

It is understood that any rebate to Operator or its officers or employees of any portion of any expenditures representing an operating expense, as defined in Section 605, by any person, firm, or corporation that has provided goods or services to Operator shall be passed on to Agency or be recorded as a reduction in Operator's operating expenses.

K. [§ 311] Authority to Contract Limited

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

L. [§ 312] Damage by Operator

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

M. [§ 313] Agreement Not a Tenancy

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

N. [§ 314] Independent Contractor

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

O. [§ 315] Procurement Requirements and Guidelines

Operator shall follow the statutory procurement requirements as set forth in Title 67, chapter 28 of the Idaho Code and procurement guidelines in Agency's Procurement Policy when procuring any goods or services.

IV. [§ 400] PERSONNEL

A. [§ 401] Selection and Salaries

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

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

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

Operator as an employer is hereby required to provide equal employment opportunities to the end that all Operator employees shall be recruited, appointed, assigned, and promoted solely upon the basis of a bona fide occupational qualification and individual merit and free from bias, discrimination, harassment or intimidation on account of race, color, religion, national origin, sex, sexual orientation, gender identity/expression, age, physical/mental handicap, disability, or veterans status.

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

C. [\$ 403] Personnel Guidelines

Operator further agrees to:

1. Select staff with attention to meeting the objectives and standards set by Agency for the Parking System.
2. Provide an on-going comprehensive orientation and training program for its employees assigned to the System, and for any staff supplied by an independent contractor for operation of the System. Such program shall be submitted in writing to Agency no later than the time set forth in Section 302 of this Agreement.
3. Establish a performance review process for staff which includes, at a minimum, setting annual performance goals, an annual performance assessment and periodic feedback on how staff is meeting its performance goals.
4. Educate staff as to the objectives and standards contained in the Annual Program for the System, and include how staff performs relative to these objectives and standards in staff performance reviews.

5. Maintain a close watch over attendants to ensure that they discharge their duties in a safe, courteous, and efficient manner and maintain a high standard of safety and service to the public.
6. Ensure attendants shall wear appropriate uniforms and present a neat and clean appearance at all times. Operator shall obtain approval from Agency as to color and design of the uniforms. Uniforms shall use the logo established by Agency for the Parking System and not Operator's logo.
7. Supervise and train personnel to provide friendly customer service to all users of the System and visitors to the Parking Facilities and Parking System Office.
8. Ensure staff furnishes customer service on a fair, equal, and non-discriminatory basis to all users of the Parking System.

V. [§ 500] MAINTENANCE OBLIGATIONS OF AGENCY

Operator agrees to maintain and pay for Routine Maintenance and Repair of the Parking Facilities as described in Sections 301 and 306. Agency is responsible for repairs determined by Agency to be beyond the scope of Routine Maintenance and Repair, and for capital investments in the Parking System ("Major Repair and Capital Investments"). Operator shall cooperate with Agency during major repair, and construction and/or installation of capital investments in the Parking System. Agency and Operator shall establish definitions for routine maintenance and repair in contrast to major repair and capital investments.

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

A. [§ 601] Fees and Insurance Costs

1. [§ 602] Fee for the System

Agency shall pay to Operator an annual management fee as stated in **Exhibit C**. This fee shall be divided over twelve equal monthly installments. The amount of the fee for Agency's subsequent fiscal years i.e., FY 2018, 2019, 2020 and 2021 (if Agency exercises its option to extend the Agreement) shall be negotiated each year prior to Agency's approval of its subsequent fiscal year's annual operating budget.

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus ranging from 0-5% of the management fee for the fiscal year just ending. The performance bonus percentage shall

be based on Operator's annual performance review for the fiscal year just ending. The performance review shall be based on performance measures previously established by Agency and Operator and shall be conducted as described in Section 308 of this Agreement. Agency shall pay Operator's performance bonus in a lump sum payment no later than September 30 of the fiscal year just ending. Agency's fiscal year is October 1 – September 30.

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

Agency shall reimburse Operator an annual amount for insurance costs for coverages required in Section 700 et al (except for the fidelity bond and the performance bond described in Section 702 of this Agreement). The annual amount shall be stated in Operator's approved annual operating budget, which is shown in **Exhibit C** attached hereto and incorporated herein by this reference. The amount for the initial term of this Agreement is shown in **Exhibit C**. The amount of insurance costs for subsequent years shall be negotiated each year prior to Agency's approval of its subsequent year's annual operating budget.

B. [\$ 603] Operating Expenses

1. [\$ 604] Reimbursement for Operating Expenses

Operator shall pay all operating expenses as they come due.

Agency shall reimburse Operator for its monthly cost of operation in the following manner: Operator will deliver to Agency on or before the fifteenth (15th) day of the following month the financial reports and costs to operate the System. Reports shall be in a format and at a level of detail acceptable to Agency, with supporting documentation as required by Agency. Costs shall only include items defined in direct and indirect operating expenses in Sections 605 and 606, and as further defined in Operator's approved annual operating budget. Agency will reimburse Operator within fifteen (15) days following receipt and acceptance of the financial reports for the balance due and owing to Operator.

2. [\$ 605] Operating Expenses Defined

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

- Salary of General Manager;

- Salaries of employees working in the System;
- Social Security and Medicare taxes;
- Unemployment taxes;
- Workers' Compensation and Employer's Liability insurance;
- Operator's portion of Medical/Dental/Vision premium payments for employees
- Pension plans (if applicable);
- Uniforms and laundry;
- Office supplies;
- Office space rental;
- Advertising, marketing, and promotion, as approved in advance by Agency;
- Routine Maintenance and Repair (as described in Section 306);
- Operational supplies required to operate the Parking System (including, but not limited to, tickets, hang-tags, access cards and other customer access devices; permits, validation stamps, etc.);
- Recruiting employees and employee orientation and training;
- Sweeping, cleaning, and trash removal;
- Snow removal;
- Purchasing signs (when approved in advance by Agency);
- Utilities (including telephone, cellphones, gas, water, electricity, sewer, and trash collection)
- Routine elevator maintenance contracts and monthly fees for elevator telephones, security systems, and fire alarms;
- Annual inspection of fire extinguishers, fire suppression systems and elevators; and

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

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

Notwithstanding the foregoing, unless Operator is notified in writing by Agency that the operating expense associated with the purchase or performance of certain goods or services will be incurred by Agency, all operating expenses shall be reimbursed by Agency to Operator at Operator's cost without mark-up. By the 15th of each month, Operator shall submit a monthly expense invoice, certified by an officer of Operator. Agency staff have the right to use such methods as they deem necessary and appropriate to verify amounts claimed on expense invoices.

3. [\$ 606] Accounting for Direct and Indirect Operating Expenses

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

C. [\$ 607] Taxes

It is the intention of Agency and Operator that the System and its operation be exempt from taxation. In the event that any unit of government having taxing authority establishes its right to tax the System or its operation, then, and in that event, all taxes which are assessed shall be considered operating expenses within the meaning of Section 605.

D. [\$ 608] Budget

For the initial term of this Agreement, the operating budget, management fee, and merit increase for Operator shall be as shown in **Exhibit C**.

Thereafter, if Agency exercises the extensions provided for in this Agreement, Operator shall prepare an annual operating budget, by Parking Facility, and submit same to Agency by June 1 for Agency's next Fiscal Year commencing October 1. (Operator shall also prepare an Annual Program as described in Section 302 and submit same to Agency by May 1.) As set forth under the Idaho Urban Renewal Law, Agency's fiscal year commences each October 1st and ends each September 30th.

After submittal of the budget, Agency and Operator shall meet for the purpose of reviewing the budget and for inclusion of the budget described in this section in Agency's overall budget. (The Annual Program shall also be included in Agency's overall budget as described in Section 302.) Operator acknowledges that the Annual Operating Budget described herein shall be effective only when included within Agency's overall budget.

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

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

Operator shall keep, through the entire term of this Agreement or any extension thereof, all books of account and records customarily used in this type of operation and as from time to time may be required by Agency, in accordance with generally accepted governmental accounting principles (GAAP). Operator shall keep all financial records and other records described in this Agreement in a manner and format acceptable to Agency. Agency, at all times throughout the term of this Agreement shall have the right to inspect, audit, and examine during normal working hours all such records and books of account relating to Operator's operation hereunder, provided that Operator shall not be required to retain such books of account and records for more than one (1) year from the date Operator's annual financial report is delivered to and accepted by Agency. At the end of the one- year period, the related books of account and records shall be delivered to Agency for further disposition. The books of account and records shall reflect, but not be limited to, daily volume of parking and income and expense accounts per Parking Facility.

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

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

1. Proper internal control procedures in compliance with GAAP are in place;
2. Stated internal control procedures are consistently followed;
3. Accounting records are complete and accurate; and

4. Reported activity and balances can be verified with supporting documentation.

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

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

A. [§ 701] Property Damage or Injury Indemnification

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

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

The limits of insurance required under this Agreement shall not be deemed a limitation of the covenants to indemnify, defend, and hold Agency harmless.

B. [§ 702] Fidelity and Performance Bonds

Operator agrees to furnish a fidelity bond held by a company approved by Agency, indemnifying Agency against any dishonest acts of Operator or any of its

employees, individual or in collusion with others, which bond shall be in the amount of not less than \$100,000 for all employees.

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

C. [§ 703] Insurance

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

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

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

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

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

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

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

D. [§ 704] General Insurance Requirements

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

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

E. [§ 705] Agency Option

Agency may, at its option, provide that in lieu of the insurance requirements provided herein, it shall operate the System on a self-insurance or partially self-insured basis or may obtain the insurance itself, in which event or events Operator shall be entitled to purchase insurance providing coverage for itself for any liability which Operator may have under Idaho law and to charge the premium cost of said insurance as an operating expense under Section 605 hereof.

F. [§ 706] Insurance Consultant

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

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

A. [§ 801] Surrender of System

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

B. [§ 802] Effect of Default

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

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

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

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

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

C. § 803]Legal Actions

1. § 804]Institution of Legal Actions

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

2. § 805]Applicable Law

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

3. § 806]Acceptance of Service of Process

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

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

4. § 807]Alternative Dispute Resolution

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

D. § 808]Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

Specifically, Agency retains all the rights and remedies stated herein without exception, including but not limited to recovering on the fidelity bond, performance bond, and insurance policies defined in Sections 702, 703, and 704 of this Agreement.

E. § 809 Attorney Fees

In the event of any action or proceeding at law or in equity, including arbitration, between Agency and Operator to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the unsuccessful Party to such action shall pay to the prevailing Party all costs and expenses, including reasonable attorney fees incurred therein by such prevailing Party (including such costs and fees incurred on appeal), and if such prevailing Party shall recover judgment in any such action or proceeding, such costs, expenses, and attorney fees shall be included in and as a part of such judgment or award. The provisions of this Section 809 shall apply to any termination of this agreement and shall survive such termination.

F. § 810 Choice of Law

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

IX. § 900 MISCELLANEOUS

A. § 901 Notice

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

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

To Agency:

John Brunelle, Executive Director
Capital City Development Corporation
121 N. 9th Street, Suite 501
Boise, Idaho 83702-5804
208-384-4264
jbrunelle@ccdco Boise.com

To Operator:

Jeff Wolfe, Chief Executive Officer
The Car Park, Inc.
702 W. Idaho Street, Suite 650
Boise, Idaho 83702
208-336-6597
jeffwolfe@carparkusa.com

Telephone numbers and E-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, U.S. Mail, courier, E-mail, or FAX. Either Party may, by written notice, change the address, telephone number, FAX number, or e-mail address listed above.

B. [§ 902] Compliance with Laws and Ordinances

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

C. [§ 903] Rules and Regulations

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

D. [§ 904] Assignability by Operator

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

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

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

F. [§ 906] Handicapped Parking

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

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

Agency may, from time to time, request Operator or others to advertise and promote the System in a manner approved by Agency. The costs for this advertising and promotion will be reimbursed to Operator by Agency as an operating expense under Section 605. Agency reserves the right to sell advertising space in the elevators, garage walls, gate arms, etc. as an additional revenue source as allowed by law or regulation. All advertising media shall be the property of Agency.

H. [§ 908]Operator to Cooperate

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

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

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

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

Agency may allow free or reduced fee parking in its Parking Facilities for certain events or programs. If Agency permits reduce fee parking in Parking Facilities, Operator shall manage the operation of the Parking Facility or lot as directed by Agency. Any expenses incurred will be reimbursed as an operating expense as defined in Section 605, but will not be included as an operating expense for net revenue calculations.

K. [§ 911]Reserved

[Reserved]

L. [§ 912]Event Parking

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

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

M. [§ 913] Reserved

[Reserved]

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

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

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

O. [§ 915] Descriptive Headings

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

P. [§ 916] Severability

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

Q. [§ 917] Parties in Interest

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

R. [§ 918] Not a Lease

The Parties acknowledge that this Agreement does not constitute a lease of any Parking Facility or of the System in total and Operator assumes no responsibility for taxes, repairs, or upkeep of the System, except as provided in Sections 301 and 306 of this Agreement.

S. [§ 919] Governmental Action

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

T. [§ 920] Inspection of Books and Records

Agency has the right during normal business hours without need for notice to inspect the books and records of Operator pertaining to the System as pertinent to the purposes of this Agreement.

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

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

V. [§ 922] Identity and Authority of Agency

Each of the persons executing this Agreement on behalf of Agency does hereby covenant and warrant that Agency has full right, power, and authority to enter into this Agreement and to carry out all actions contemplated by this Agreement; that the execution and delivery of this Agreement were duly authorized by proper action of Agency and no consent, authorization, or approval of any person, board, or other entity is necessary in connection with such execution and delivery or to carry out all actions contemplated by this Agreement, except as have been obtained and are in full force and

effect; and that this Agreement constitutes the valid, binding, and enforceable obligation of Agency. Upon Operator's request, Agency shall provide Operator with evidence reasonably satisfactory to Operator confirming the foregoing covenants and warranties.

W. [§ 923] Identity and Authority of Operator

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

X. [§ 1000] COUNTERPARTS

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

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

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes:

- Exhibit A: Map of the Project Areas and Parking System;
- Exhibit B: List of Parking Facilities in Agency's Parking System;
- Exhibit C: Approved Operator Budget & Management Fee
(October 1, 2016 – September 30, 2017)

Attachment 1: Central District Public Parking Management Plan

Exhibits A, B and C and Attachment 1 attached hereto are incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

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

XII. [§ 1200] EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be October 1, 2016.

End of Agreement | Signatures appear on the following page.

SAMPLE

IN WITNESS WHEREOF, Agency and Operator have caused this Agreement to be executed in their respective corporate names.

CAPITAL CITY DEVELOPMENT CORPORATION
“Agency”

By: _____
John Brunelle, Executive Director

Date: _____

Approved as to Form:

Mary Watson, Attorney at Law

THE CAR PARK, INC.
“Operator”

By: _____
Jeff Wolfe, Chief Executive Officer

Date: _____

ATTEST:

By: _____

Print Name: _____

Print Title: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss.
County of Ada)

On _____, 2016, before me, _____,
a Notary Public in and for the State of Idaho, County of Ada, personally appeared JOHN
BRUNELLE, known or identified to me to be the EXECUTIVE DIRECTOR of the
CAPITAL CITY DEVELOPMENT CORPORATION, the public body, corporate and
politic, that executed the within instrument, and known to me to be the person who
executed the within instrument on behalf of said Agency, and acknowledged to me that
such Agency executed the same.

Witness my hand and official seal.

Notary Public for Idaho
Residing at _____
Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On _____, 2016, before me, _____,
a Notary Public in and for the State of Idaho, County of Ada, personally appeared JEFF
WOLFE, known or identified to me to be the CHIEF EXECUTIVE OFFICER of THE
CAR PARK, INC., the Corporation that executed the within instrument, and known to
me to be the person who executed the within instrument on behalf of said Corporation,
and acknowledged to me that such Corporation executed the same.

Witness my hand and official seal.

Notary Public for Idaho
Residing at _____
Commission Expires _____

Exhibit A
Agency Project Areas and Parking System

<< Laura is putting together a URD district map and garages map >>

SAMPLE

Exhibit B
List of Parking Facilities in Agency's Parking System
(As of October 1, 2016)

1. 9th & Main Garage
838 N. Main Street
Boise, ID 83702
396 parking spaces
2. Capitol & Main Garage
770 W. Main Street
Boise, ID 83702
496 parking spaces
3. 9th & Front Garage
312 S. 9th Street
Boise, ID 83702
568 parking spaces
4. 10th & Front Garage
230 S. 10th Street
Boise, ID 83702
543 parking spaces
5. Capitol & Front Garage
245 S. Capitol Boulevard
Boise, ID 83702
216 parking spaces
6. Capitol & Myrtle Garage
789 W. Broad Street
Boise, ID 83702
343 parking spaces

Total Spaces: 2,562

Exhibit C
Approved Operator Budget & Management Fee
October 1, 2016 – September 30, 2017

1. Operating Budget

The budget from October 1, 2016 through September 30, 2017 for the Operator shall be:

ONE MILLION SEVEN HUNDRED TWENTY-SIX THOUSAND ONE
HUNDRED NINETY-FIVE DOLLARS

(\$1,726,195)

Payments shall be made by Agency to Operator on a monthly basis in accordance with Section 600 et al. of this Agreement.

2. Management Fee plus Merit Increase

The total management fee plus merit increase due to the Operator for the term from October 1, 2016 through September 30, 2017 shall not exceed:

SEVENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS
(\$78,756)

The management fee shall be divided over twelve equal monthly installments in accordance with Section 600 et al. of this Agreement. The amount of the management fee plus merit increase is included in, and not in addition to, the Operating Budget.

3. Performance-Based Incentives

At the conclusion of the initial term and any one-year extension exercised by Agency, Operator shall be eligible for a performance bonus as described in Section 602 of this Agreement.

Attachment 1
Central District Public Parking Management Plan

1. Central District Public Parking Management Plan, as originally adopted by Agency in August 1988, as amended through December 2004.

[The Parking Management Plan as described above follows this page.]

SAMPLE