

**SERVICES AGREEMENT
REPUBLIC PARKING SYSTEM, LLC**

Parking Management Services

On this ____ day of _____, 2018, the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and REPUBLIC PARKING SYSTEM, LLC, a Tennessee limited liability company authorized to do business in California ("Contractor"), mutually agree as follows:

1. **Scope of Services.** Contractor shall furnish all labor, materials and equipment for and perform the work of Parking Management Services ("Services"). Contractor shall perform the Services in accordance with the provisions and requirements of the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference.

2. **Term.** This Agreement shall be in effect from July 1, 2018, through June 30, 2021, unless otherwise terminated pursuant to the provisions herein. The term may be extended for two (2) additional two (2) year terms, total contract length not to exceed seven (7) years, upon mutual written agreement of the parties.

3. **Compensation.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Four Million Six Hundred Eleven Thousand Five Hundred Fifty-Four Dollars (\$4,611,554), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 18 hereof.

4. **General Compliance with Laws.** Contractor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of Services by Contractor pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

5. **Business Tax Certificate.** As a condition of this Agreement, Contractor shall secure a business tax certificate to operate in the City of Riverside pursuant to Chapter 5.04 of the Riverside Municipal Code, and shall also secure any other licenses or permits which may be required.

6. **Business Tax and Penalties.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Agreement. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City,

City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

7. **Personnel.** Contractor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. The key personnel are listed in Exhibit "C," attached hereto and incorporated herein by reference. Contractor shall furnish qualified personnel to perform the Services.

8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Contractor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Contractor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The Contractor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

9. **Independent Contractor.** In the performance of this Agreement, Contractor, and Contractor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Contractor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Contractor, or to Contractor's employees, subcontractors and agents. Contractor, as an independent contractor, shall be responsible for any and all taxes that apply to Contractor as an employer.

10. **Indemnification.** Contractor shall indemnify and hold harmless the City, and the City's employees, officers, managers, agents and council members from any liability, claim, damage or action whatsoever, arising out of the sole negligence or willful misconduct of Contractor, its officers, employees, subcontractors, agents or including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlement or awards, the City and the City's employees, officers, managers, agents and council members in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of City. Contractor's obligations hereunder shall be satisfied when Contractor has provided to City the appropriate form of dismissal (or similar document) relieving the City from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the City.

11. Insurance.

11.1 General Provisions. Prior to the City's execution of this Agreement, Contractor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

11.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations under Section 10 hereof.

11.1.2 Ratings. Any insurance policy or coverage provided by Contractor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

11.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

11.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage as Contractor deems adequate, at Contractor's sole expense.

11.2 Workers' Compensation Insurance. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Contractor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Contractor is self-insured for such coverage, or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

11.3 Commercial General Liability, Commercial Crime/Fidelity, and Automobile Insurance. Prior to City's execution of this Agreement, Contractor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance, commercial crime/fidelity insurance, and automobile liability insurance as required to insure Contractor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed

by, connected with, or acting for or on behalf of Contractor. The City, and its officers, employees and agents, shall be named as additional insureds under the Contractor's insurance policies.

11.3.1 Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000. Contractor's commercial crime insurance policy shall cover employee theft, forgery or alteration, and computer fraud and funds transfer fraud, with a minimum limit per occurrence of \$1,000,000.

11.3.2 Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor owned vehicles and hired vehicles.

11.3.3 Prior to City's execution of the Agreement, Contractor shall secure and shall thereafter maintain without lapse of coverage until completion of the Agreement, commercial crime/fidelity insurance in an amount not less than one hundred thousand dollars (\$100,000).

11.3.4 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

11.3.5 The insurance policy or policies shall also comply with the following provisions:

a. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

b. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12. **Termination.** City shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar days' written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- (1) Contractor fails to promptly begin performance of the Services;
- (2) Contractor fails to perform the Services;
- (3) Contractor discontinues performance of the Services;
- (4) Contractor fails to make payment to employees in accordance with applicable law;
- (5) Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- (6) Contractor otherwise is guilty of breach of a provision of this Agreement;
- (7) Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- (8) A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

13. **Non-Discrimination.** During Contractor's performance of this Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Contractor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

14. **City's Right to Employ Other Consultants/Contractors.** City reserves the right to employ other Contractors in connection with the security services. If the City is required to employ another contractor to complete Contractor's work, due to the failure of the Contractor to

perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Contractor.

15. **Conflict of Interest.** Contractor, for itself and on behalf of the individuals employed as security guards assigned to the City, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, affected by the above-described Services. Contractor further warrants that neither Contractor, individuals employed as security guards assigned to the City have any real property, business interests or income interests that will be affected by this project or, alternatively, that Contractor will file with the City an affidavit disclosing any such interest.

16. **Solicitation.** Contractor warrants that Contractor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Contractor only for the value of work Contractor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Contractor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

17. **Prevailing Wage.** If applicable, pursuant to Section 1771 of the California Labor Code, Contractors are required to pay the general prevailing rates of per diem wages, overtime and holiday wages as determined by the Director of the Department of Industrial Relations and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination of prevailing wage rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm, and is referred to and made a part hereof as though fully set forth herein. California Labor Code Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

18. **Notices.** Service of any notices, bills, invoices or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepaid and addressed as follows:

To City

Public Works Dept.
City of Riverside
Attn: Jessica Gordon
3900 Main Street
Riverside, CA 92522

To Contractor

Republic Parking System, LLC
Attn: Brian Kern
Senior Vice President
225 E. 16th Avenue, Suite 350
Denver, CO 80203

19. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the

Superior Court of California, County of Riverside and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

20. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be agreed in writing.

21. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Contractor and City.

23. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.

24. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by, and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

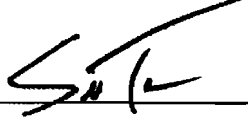
[SIGNATURES ON FOLLOWING PAGE.]

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation

REPUBLIC PARKING SYSTEM, LLC,
a Tennessee limited liability company
authorized to do business in California

By: _____
City Manager


By:  _____
Scott Titmus
[Printed Name]

Attest: _____
City Clerk

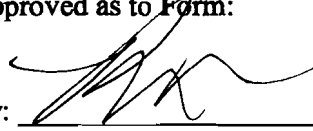
President
[Title]

Certified as to Availability of Funds

By:  _____
Chief Financial Officer

By:  _____
Ben Wolfley
[Printed Name]

Approved as to Form:

By:  _____
Ruthann M. Elder
Deputy City Attorney

CFO
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

Proposers shall submit a detailed description of a parking management system for the City of Riverside. The selected Company shall furnish all labor, insurance, supervision, training, and incidentals necessary for the operation and management of the parking facilities. The Company shall be fully responsible for the daily operation and staffing of City-owned parking facilities. The Company shall operate the facilities in such a manner to provide exceptional customer service, maximize revenue and create operational efficiencies. The Company shall provide useful management reports for system analysis, problem resolution and overall efficiency of the parking facilities. The Company shall actively make recommendations to the City regarding parking rates, enhancements to revenue control systems and equipment, parking facility requirements, customer service enhancements, holiday and peak period public information needs, operating procedures to improve the level of service and efficiency of the parking facilities, and increase consumer responsiveness and satisfaction.

The responsibilities of the Company include, but are not limited to those set forth below and those normally related to the management of parking facilities. The City reserves the right to add to or remove from the number of facilities to be managed by the selected Company at its sole discretion.

1. Hours of Operation

The City reserves the right to increase or decrease the hours of operation for any of the parking facilities by written notice to Contractor with a pro-rata increase or decrease in costs to the City. Additional staffing may be required to provide assistance during special events in the area such as large events at the Convention Center and Festival of Lights. Contractor is expected to monitor the schedule of events at the Convention Center, Fox Theater and Riverside Municipal Auditorium.

The City currently has parking agreements with various entities throughout the City, including Riverside Community College District, County of Riverside, Riverside County Bar Association, Riverside Convention Center, and others. These agreements provide parking or a specified number of key cards to be made available for these organizations' use. The Contractor shall manage the parking operations on behalf of the City.

The Contractor shall provide management, operation and maintenance services on a continuous and uninterrupted basis throughout the term of contract and on a daily basis during the hours specified, including Saturdays, Sundays and Holidays, unless expressly suspended or prohibited by the Director or his/her designee.

The Contractor shall give thirty (30) calendar days written notice of when any or all management, operation and maintenance services are to be suspended on a temporary basis. It is possible that the Contractor will be directed to modify services during the Festival of Lights or similar event.

At a minimum, the Company will provide services during normal operating hours. The minimum hours of operation staffed with a parking attendant have been established in the following Municipal Parking Structures:

- Parking Garage 1 and 2 shall remain open 24 hours a day, 7 days a week, and shall be staffed from 9 A.M. to 7 P.M., Monday through Friday.
- Parking Garage 3 shall remain open 24 hours a day, 7 days a week, and shall be opened and staffed from 7 A.M. to 7 P.M., Monday through Friday.
- Parking Garage 6 shall remain open 24 hours a day, 7 days a week, and shall be opened and staffed from 7 A.M. to 7 P.M., Monday through Friday. This facility is mostly designated as a permit parking structure but also has limited public parking Monday through Friday 8 A.M. to 6 P.M. and. This facility is opened for public parking on weekdays from 6 P.M. to 8 A.M. and 24 hours on weekends and holidays.
- Parking Garage 7 shall be opened daily from 6 A.M. to midnight and staffed from 7 A.M. to 7 P.M., Monday through Friday. During live events, the garage will remain opened and staffed until midnight on weekdays and as-needed on weekends and holidays. An attendant will collect the parking fee upon entry during these events.
- Lot 33 shall be staffed as necessary at the direction of the City in consideration of the Convention Center parking event calendar. This includes weekdays, evenings, and weekend events. Currently, attendants collect the parking fee upon entry during these events.
- All parking garages shall have attendants charging upon entry on Thursdays, Fridays and Saturdays from 9 P.M. to 3 A.M. (subject to change).

Company shall be responsible to maintain accurate assignment records for the use of all parking spaces. The operating hours of the above mentioned parking facilities may be adjusted at the City's discretion.

The Parking Services Division has 52 spaces in the Mission Square Parking Garage that are solely assigned to City of Riverside employees. Company shall be responsible for maintaining an accurate assignment record for the use of these spaces.

2. Management Plan

The Contractor shall maintain a suitable management plan that will provide a detailed method of approach to managing the City's designated parking facilities including, but not limited to:

- A. Prepare and maintain an up-to-date Operation and Procedures Manual that shall reflect the method of operations of the parking facilities and on-street parking as proposed by the Contractor and approved by the City.

- B. Employ, train and supervise the suitable number of personnel to manage, operate, and ensure customer service standards are met at all times in City parking facilities, and provide additional personnel to accommodate special events and peak periods. Provide adequate staffing to meet the level of usage during peak periods and special events. Control labor costs, dissuade excessive overtime hours, and budget responsibly for staffing.
- C. Employ sufficient supervisory/management staff to oversee the day-to-day operations of the parking structures, lots and on-street parking. Proposed candidates for these positions are subject to City review and approval. The Manager shall be on-site during peak occupancy periods. Supervisory staff shall be available on-site twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- D. Ensure that all Contractor personnel, staff, City-approved subcontractors, agents, or Corporate Representative (hereafter "Contractor personnel") assigned by the Contractor to perform services in the City parking facilities are at all times under the management and control of the Contractor. The Contractor shall have the sole right to hire, train, suspend, discipline, and discharge Contractor personnel, except as provided herein. If the City finds any Contractor personnel unsatisfactory, the City will provide written notice to the Contractor to remove or replace such Contractor personnel. The Contractor must transfer such Contractor personnel out of City parking facility operation within seven (7) calendar days of receipt of written notice from the City. Once such Contractor personnel have been transferred, they may not return to work at any City parking facility. In the event of egregious unsatisfactory Contractor personnel conduct, including but not limited to: theft, including manipulation of records, equipment, or receipts; being under the influence of alcohol or illegal drugs while on duty; violence in the workplace including verbal, physical, sexual harassment, intimidation or abuse; vandalism or misuse of City property, including supplies, equipment, telecommunication devices, or City parking facilities; conducting personal business while on duty; or adverse customer service issues, the City will give Contractor written notice. The Contractor personnel involved shall be immediately transferred from the City parking facilities and parking operations. Contractor personnel found egregiously unsatisfactory may never return to work City parking facilities.

At Contractor's cost, Contractor shall perform motor vehicle license checks on each employee and refrain from allowing anyone with an unacceptable record from working or being present at any of City's parking facilities.

- E. Require every on-duty employee to wear a uniform or other standardized apparel and a visible photo identification badge furnished by the Contractor. Well-maintained uniforms and photo identification badges must be approved by the City. Uniform must not be covered by outer garments that are not part of the uniform and photo identification badge must be visible at all times (e.g., worn outside of approved uniform outerwear.) No pins or buttons shall be worn except those authorized by the Contractor and approved by the City. Contractor's proposal should include a detailed description of the proposed uniform(s), identification badges, and pins.

- F. Require all Contractor personnel, including subcontractors, to comply with CAL-OSHA requirements and all other local, state and federal regulations. Ensure subcontractors obtain all pertinent and required permits to conduct work at City parking facilities.
- G. Maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the City during the term of this Contract and for a period of five (5) years thereafter unless the City's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in the City of Riverside, provided that if any such material is located outside City of Riverside, then, at the City's option, the Contractor shall pay the City for travel, per diem, and other costs incurred by the City to examine, audit, excerpt, copy, or transcribe such material at such other location.

3. Operating Plan

The Company shall maintain a suitable operating plan that provides a detailed method of approach to operating the City's parking facilities including but not limited to:

- Traffic control strategies and direction of patrons.
- Policies and procedures for handling cash, receipts, validation stamps and tickets.
- Operation of systems, issuance of monthly permits, access cards, and reserved spaces.
- Emergency policies and procedures.

Effective July 1, 2018, the City is to implement the following new services for which the Contractor will be responsible for:

- Discounted Employee Parking Program
- Special Events fees to be collected upon entry to the parking structures and lots when an event expects to use a minimum of 600 spaces.

Company is responsible for the resolution of all problems affecting daily operations.

3.1 Metered Parking

Meter collection is expected to be scheduled a minimum of (2) two times a week per meter. This can be adjusted upon actual volume per meter or per zone. The Company will verify, count and sort all the coins collected from the meters. All counted coins will be bagged in federal sized bags and securely sealed. The Company will submit to the City a detailed collection report based on the meters collected within the downtown area. The Company will deliver all bagged coins to a bank designated by the City according to a schedule established by mutual agreement between the City

and the Company. The Company will reconcile and audit collection at least once a week and provide the City with a copy of the reconciliation/audit report. This reconciliation/audit report will document collections separate and apart from any collections from the Company's management of the other City parking facilities.

The meter collection operations include the following responsibilities:

- Meter collections at a minimum of 2 times per week and supervision of coin counting operations;
- Auditing of meter collections once a week;
- Maintenance of meters and other ancillary equipment as needed;
- Completion of all monthly and weekly reports required by the City; and,
- Secure and deposit all revenue collected 2 times per week.

Contractor shall only use city provided meter collection equipment. Company shall report to the City immediately if equipment becomes defective. It is Company's responsibility for the repair and/or replacement of any meter collection equipment damaged while in Company's possession.

3.2 City of Riverside Employee Parking

The Company shall maintain and submit monthly reports to City Public Works and Human Resources Department Directors, or designees for the City of Riverside employee parking program. The employee parking report should include department, first and last name, and location of the employee. Monthly reports should be updated regularly with the assistance of the City of Riverside Human Resources Department.

3.3 Accounting and Cash Control

The Contractor is to establish and maintain procedures for the accounting and control of cash and negotiable instruments from the time of collection by the Contractor to the time of delivery to the armored transit service. All such accounting and cash control procedures shall be submitted by the Contractor to the City for approval before the date of commencing the Contract work and on or before each annual anniversary date of the Contract and any extension periods.

The Contractor shall collect parking fee payments daily at all parking facilities, as noted on Exhibit A. The Contractor shall collect City approved parking fees in accordance with the Parking Rate and Hour schedule provided by the City from each individual or group who occupies a parking space or spaces. The Contractor shall observe such modifications to the fee schedule and fee waivers as may be made by the City in their sole discretion over the Contract term.

The Contractor shall bill and collect monthly parking fees in advance, shall issue receipts and keep records for the collections.

- A. The Company shall deposit all parking fee payments to the credit of the Department in an account established by the City in the financial institution established by the City.

- B. The Company shall be responsible for any losses resulting from the deposit of counterfeit bills and checks that are not negotiable because of insufficient funds, fraudulent credit card transactions, or other reasons, such as theft.
- C. The Contractor shall provide a safe and reliable method for deposit of revenues while in their possession and prior to armored transit service pick-up.
- D. The Contractor shall use pre-numbered, sequential, one-part parking receipts. In the event the parking receipt device is not available, the Contractor shall use a backup system to issue sequentially numbered parking receipts. The City may direct that the Contractor's phone number, website address and other contact information are to be printed on the receipts; all information printed on the receipts must be approved by the City. The City shall also approve the paper stock the Contractor will use for issuing receipts. The receipts shall be used by the parking attendants in accordance with the approved accounting and cash control procedures in this section.
- E. The Contractor is responsible for providing a secure cash counting area/facility and the security it deems necessary to secure the cash during transportation and counting.
- F. Contractor shall ensure parking attendants maintain a minimal amount of cash on- hand while on duty, in accordance with Contractor's currency drop guidelines.
- G. The Contractor shall use procedures recommended by the certified public accountant.
- H. The Contractor shall control and record the issuance of change funds and keys by parking supervisors to the parking attendants. The Contractor's parking attendants shall return change funds, keys and logs to parking supervisors at the end of each shift.

3.4 Quality Control

The Contractor shall establish and maintain a system of quality control to ensure that contract requirements are met. The system should include, but not be limited to, the following:

- A. Design, implement, and maintain a Customer Service and Community Relations Program that shall ensure all members of the public are treated with courtesy, that all complaints are handled and resolved quickly and effectively, and that the public is informed of parking policies and procedures.
- B. Maintain all sites free and clear of all hazards resulting from its operations to persons and property. Inspect each City parking facility during hours of operation for hazards, maintenance needs, and threats to employee or public safety. Inspections must be conducted against an inspection form with items to be reviewed and on an approved schedule. Maintain inspection logs including findings and dispensations, and make log available for City review. The inspection shall include, but not be limited to, the interior of all elevators, restrooms, trash areas, walkways, and stairways. Contractor shall immediately report any suspicious activity,

including the presence of suspected gang graffiti, any hazardous conditions, or any threat to public safety to the Riverside Police Department and City of Riverside Parking Services Division. Contractor shall notify Parking Services if areas not under Contractor's contractual jurisdiction are in need of maintenance or repair or may create a public safety concern.

- C. Write inspection procedures that cover all services. Include the method(s) for identifying and preventing deficiencies in the quality of services performed. Also, detail activities that will be inspected, including if inspection will occur on a scheduled or unscheduled basis, frequency of inspections, name(s) and title/position of the individual(s) performing the inspection, and name(s) and title/position of individual(s) inspected. Maintain a file for all inspections conducted by the Contractor, including the necessary corrective action taken. Make inspection documentation available to the City upon request.
- D. The Company shall obtain and maintain all licenses and permits necessary for the operation of the parking facilities. Current copies of such documents shall be provided to the City.

3.5 Special Events

Contractor staff may assist with booking events or commercial uses, issuing use permits, and collecting fees. Contractor staff handles on-site set up including directing traffic, sectioning off reserved areas, and ensuring City procedures are followed and parking lot is used as arranged. Contractor may also assist with event permit and special commercial use compliance monitoring, including coordinating with Convention Center Staff, Parking Services staff, Police, and Fire Department staff.

Contractor is required to provide a web-based service for pre-sale event parking. City of Riverside has annual large scale events, such as the Festival of Lights where it will require management of thousands of vehicles. Web based pre-sale parking is a solution that the City currently uses to effectively allocate event transient parkers.

3.6 Advertising

The Contractor may not place any advertising on parking lots or uniforms, except the firm's own logos or symbols, which identify the firm under contract and its personnel as employees of the firm, all of which are subject to prior approval by the City. The City may also require messaging be placed on the back of all parking tickets and other public information, such as an anti-litter logo.

3.7 Safety

The Contractor shall:

- A. Maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous conditions noted by the Contractor shall be immediately corrected. If the responsibility for causing correction does not fall to the Contractor pursuant to the Agreement, Contractor shall immediately report the condition to the City.

- B. Furnish and maintain fire extinguishers, flares, flashlights (baton and regular), and flashlight batteries for each of the parking facilities. Provide enough flashlights for each employee to use during power outages and other emergencies. To ensure against theft, such articles should not be stored in kiosks when closed. Procedures informing employees whom to contact and what to do in the event of emergency shall be posted in each cashier booth located at all City parking facilities and Contractor offices.
- C. Perform all work in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. If unsafe or harmful acts by Contractor personnel or sub-contractor, dangerous or hazardous conditions at City parking facilities, or any event which could adversely affect public safety are observed or reported to the City, the City reserves the right to issue orders of restraint or cease-and-desist to the Contractor, or terminate the contract with 24 hours' notice under this provision.
- D. Any criminal activities witnessed should be reported to the Riverside Police Department immediately and documented in the monthly narrative.

3.8 Security

The Contractor shall work regularly and closely with a designated security company and the City to enhance safety in the facilities and to help prevent any harm, damage, injury, theft or loss. In the performance of assigned duties, the Contractor shall monitor and immediately report to security employees and the City, any condition, situation or activity, which may compromise or otherwise lessen the safety in these facilities. Additionally, the Contractor shall present to the City, suggestions on how safety in the facilities can be enhanced.

4. Facility and Equipment Maintenance

Unless otherwise stated in this RFP, the Contractor shall provide all supplies for the provision of management, operation, and maintenance services. All supplies shall be in good working order, attractive and in conformity with all applicable statutes, laws, ordinances and regulations. Personal vehicles or other equipment shall not be used to perform management, operation, and maintenance services without the City's written approval. Company shall:

- A. Maintain, in good working order, the parking facilities and equipment, wherever located and shall make all necessary repairs, replacements, renewals, and restorations, whether foreseen or unforeseen.
- B. Keep and maintain the parking facilities and equipment in a clean, sanitary, and safe condition in accordance with all directions, rules, and regulations of the health officer, fire marshal, building inspector, or other proper officials of the government entities having jurisdiction.
- C. Ensure that adequate signage is posted for all facilities. Contractor is responsible for routinely inspecting all facilities and providing allowances in the budgets proposed for installation of required signs.

- D. Submit for reimbursement of all costs and expenses incurred during the maintenance of the parking facilities and equipment mentioned above, to the extent that a particular item or activity is a reimbursable expense.
- E. Seek approval for those repairs which would result in a change in use, materially affect the value, or materially change the appearance of the parking facilities or equipment unless written consent from the City has been obtained and terms of reimbursement by the city have been established.

4.1 Inventory

The Contractor shall prepare and maintain a complete, detailed, accurate and current inventory of all equipment (assets) and supplies purchased, leased, rented, loaned or otherwise supplied by the City for use in the facilities and purchased, leased, rented, loaned or otherwise supplied by the Contractor for use in the facilities. Within seven (7) calendar days of the commencement of the contract, and quarterly thereafter, the Contractor shall prepare and deliver to the City an inventory of equipment and supplies in a format approved by the Public Works Department.

4.2 Storage and Removal

The Contractor shall not store or have stored in the facilities any item which poses any danger to the facilities, its occupants or its contents. The Contractor shall not store or have stored in the facility any item which is inoperable or unneeded. If an item needs to be removed from the facilities and is the property of the City, the Contractor shall inform and ask for direction from the City. If an item needs to be removed and is the property of the Contractor, the Contractor shall arrange to have it removed, at no cost to the City, within twenty-four (24) hours of its discovery. If there is any question as to the ownership of an item, the Contractor shall inform and ask for direction from the City.

4.3 Safekeeping

The Contractor shall be responsible for the safekeeping of all equipment and supplies permanently or temporarily stored in each facility. The Contractor shall make every reasonable effort to assure that such property is not subject to theft, damage or vandalism. The Contractor shall report to the City any theft, damage or vandalism upon discovery.

4.4 Emergency Repairs

Emergency repairs are only those which are necessary to protect the property, its occupants or its contents from immediate and substantial damage or harm.

4.5 Repairs Less than \$500 –

Emergency repairs, which are not expected to exceed five hundred dollars (\$500) may be performed without the prior approval of the City. However, the Contractor shall make every effort

to obtain approval before repairs commence. Should the Contractor not have the training or tools to perform the emergency repairs, they may engage the services of a subcontractor or vendor. However, the Contractor shall make every effort to obtain approval before repairs commence. The Contractor shall oversee and be responsible for all work provided by a subcontractor or vendor. The Contractor shall report all emergency repairs to the City before or during the next business day.

4.6 Repairs Over \$500 –

Emergency repairs which are expected to exceed five hundred dollars (\$500) shall not be performed without first being reviewed and approved by the City.

4.7 Office Space

The City currently provides the Contractor an office space in Garage 3 for use by the Contractor's Manager and administrative staff. Office furniture and equipment currently found in the office will be made available to the Contractor. Nevertheless, if and when this is no longer an option, the City will relocate the Contractor to another facility at the City's cost.

4.8 Other Information

Company shall keep the parking facilities, equipment and every part thereof free from all liens that might arise out of work performed, materials furnished or obligations incurred by Company. Company shall promptly and adequately commence and complete any repairs, maintenance, lien removal, payment of any cost or expense relating to such matters, or to perform any act or fulfill any obligation required of Company pursuant to this section within two business days after company's receipt of City's written notice.

The Company shall develop a phased capital improvement plan for continued maintenance of revenue control device equipment or any other equipment that may be purchased. Said plan should include financing for all necessary equipment.

5. Customer Service

Contractor personnel are responsible for providing the best customer service to the patrons of the City parking facilities. Develop ongoing customer service training program with auditable standards and submit to City for approval. Implement the approved plan, training, monitoring, documenting, and correcting of employee customer service skills when needed.

Each coordinator, attendant, cashier, supervisor, office staff, manager and maintenance personnel provide certain levels of customer service that intertwine in each transaction. The staffing plan proposal shall be arranged so that response time to any specific location is between 1 and 5 minutes. If the response time by an attendant or supervisor is longer than 5 minutes, the Manager on Duty must become involved in the situation to resolve any issues. Contractor must propose sufficient staffing levels to cover all operation needs and perform the best possible customer service.

The Company shall create and maintain records of any and all complaints/suggestions rendered by the public or the Company's Employees. The Company will provide a "Comment Box" in all parking facilities and actively consider implementation of reasonable suggestions offered by the public or its employees regarding potential improvements to the delivery of parking management and operations services. Copies of any and all such comments shall be provided to the City on a weekly basis.

6. Reporting Requirements

Contractor's records, reports and logs pertaining to the Contract, whether or not submitted to the City, shall be available for inspection and copying by the City. The Contractor shall maintain complete and accurate records of all activities not limited to sales, costs, expenses, receipts, occupancy and other such information required by the City.

Not later than the 15th of each month, the Contractor shall provide the City a Monthly Activity and Revenue Report in form and content acceptable to the City, reporting on the monthly activity and revenue for each parking facility in the month just ended. The reports must be compatible with Microsoft Excel. Contractor shall provide monthly parking management reports that should include but are not limited to the following information, itemized by parking facility type and totaled for all parking facilities:

6.1 Financial Reports

Parking Structures and Lots

- A. Total dollars collected in the current month at each parking facility for:**
 - a. Monthly parking
 - b. Visitor parking
 - c. Validations
 - d. Keycard deposits
 - e. All other sources
- B. Combined total of all dollars collected in the current month at each parking facility**
- C. Total dollars budgeted for collection in the current month at each parking facility for:**
 - a. Monthly parking
 - b. Visitor parking
 - c. Validations
 - d. Keycard deposits
 - e. All other sources
- D. Combined total of all dollars budgeted for collection in the current month at each parking facility**
- E. Total dollars collected year-to-date at each parking facility for:**
 - a. Monthly parking
 - b. Visitor parking
 - c. Validations
 - d. Keycard deposits
 - e. All other sources

- F. Combined total of all dollars collected year-to-date at each parking facility
- G. Total dollars budgeted for collection year-to-date at each parking facility for:
 - a. Monthly parking
 - b. Visitor parking
 - c. Validations
 - d. Keycard deposits
 - e. All other sources
- H. Combined total of all dollars budgeted for collection year-to-date at each parking facility
- I. Brief explanation of any variances between dollars collected and dollars budgeted for collection
- J. A 13-month history of total dollars collected each month for:
 - a. Monthly parking
 - b. Visitor parking
 - c. Validations
 - d. Keycard deposits
 - e. All other sources
- K. Itemized list of all operating expenses and provide the City with a digital copy of all receipts
- L. Total dollars paid for each item in the current month at each parking facility including office facilities
- M. Combined total of all dollars paid in the current month at each parking facility including office facilities
- N. Total dollars budgeted to be paid for each item in the current month at each parking facility including office facilities
- O. Combined total dollars budgeted to be paid for each item in the current month at each parking facility including office facilities
- P. Total dollars paid for each item year-to-date at each parking facility including office facilities
- Q. Combined total of all dollars paid year-to-date at each parking facility including office facilities
- R. Total dollars budgeted to be paid for each item year-to-date at each parking facility including office facilities
- S. Combined total dollars budgeted to be paid for each item year-to-date at each parking facility including office facilities
- T. Brief explanation of any variances between dollars paid and dollars budgeted to be paid
- U. A 13-month history of total dollars paid for each item each month
- V. A Daily-Free Entry Log where the parking attendants record each free entry into the parking facility. The log entry shall include the name of the patron, the patron's signature, the vehicle's full license number or City truck number and the reason for allowing free entry. The supervisor shall review and approve the log.
- W. Delinquent monthly parking fees by account name and number

Metered Parking

- A. Total dollars collected in the current month from each metered zone
- B. Combined total of all dollars collected in the current month

- C. Total dollars budgeted for collection in the current month from each metered zone
- D. Combined total of all dollars budgeted for collection in the current month
- E. Total dollars collected year-to-date from each metered zone
- F. Combined total of all dollars collected year-to-date
- G. Total dollars budgeted for collection year-to-date from each metered zone
- H. Combined total of all dollars budgeted for collection year-to-date
- I. Brief explanation of any variances between dollars collected and dollars budgeted for collection
- J. A 13-month history of total dollars collected from each metered zone each month
- K. Itemized list of all operating expenses
- L. Total dollars paid for each item in the current month for each metered zone
- M. Combined total of all dollars paid in the current month for each metered zone
- N. Total dollars budgeted to be paid for each item in the current month for each metered zone
- O. Combined total dollars budgeted to be paid for each item in the current month for each metered zone
- P. Total dollars paid for each item year-to-date for each metered zone
- Q. Combined total of all dollars paid year-to-date for each metered zone
- R. Total dollars budgeted to be paid for each item year-to-date for each metered zone
- S. Combined total dollars budgeted to be paid for each item year-to-date for each metered zone
- T. Brief explanation of any variances between dollars paid and dollars budgeted to be paid
- U. A 13- month history of total dollars paid for each metered zone each month

6.2 Occupancy Reports

Parking Structures and Lots

- A. Total number of stalls for each parking facility
- B. Total number of monthly permits in the current month for each parking facility
- C. Total number of daily visitors in the current month for each parking facility
- D. Combined total of daily visitors and monthly permits in the current month for each parking facility
- E. Combined total of daily visitors and monthly permits in the previous month for each parking facility
- F. Combined total of daily visitors and monthly permits in the same month of the previous year for each parking facility
- G. A 3-month history of combined totals of daily visitors and monthly permits for each parking facility
- H. Physical car count of all parking structures and lots one weekday per week at 10:00 a.m. and 2p.m. and submit the vehicle count report to the Public Works Director or his/her designee.

Metered Parking

- A. Total number of stalls for each metered zone broken down into street segments
- B. Total available minutes for each metered zone broken down into street segments
- C. Average available minutes per stall for each metered zone broken down into street segments

- D. Average available hours per stall for each metered zone broken down into street segments
- E. Total minutes purchased in the current month for each metered zone broken down into street segments
- F. Average stall occupancy for each metered zone broken down into street segments
- G. Maps of each metered zone

6.3 Incident Reports and Procedures

The Contractor shall implement procedures to handle all incidents, accidents or events possibly giving rise to a claim for liability, thefts, vandalism, property damage, and customer complaints. The Contractor's supervisory staff shall submit to the City a written report of any theft, property damage, bodily injury, assault, firearms violation, vandalism or other trouble that involves or takes place in a City parking facility managed by the Contractor under this Contract within eight (8) hours of the occurrence. In the event of an incident involving risk of bodily injury or property damage over \$250, the Contractor shall immediately notify the City by telephone in addition to submitting an incident report. The report shall state, in appropriate detail, the nature, date and time of the incident, license plate number, if available, including police report if any, and the individuals involved. Contractor staff observing the incident shall report and verify the information and the employee's supervisor shall approve the report. The Contractor shall retain a copy of these reports during the term of the Contract.

Establish and maintain a log of all complaints, written or oral, received directly from the public or forwarded to the Contractor by the City about the parking facilities; including by way of example without limitation, complaints about employee appearance, attitude and work, parking facility cleanliness and maintenance, equipment operation and parking fees. The log shall contain the date of receipt of the complaint, nature of the complaint, action taken or the reason for inaction and the date of the correction. Submit a copy of the complaint and its resolution Parking Services no later than five (5) working days from Contractor's receipt of complaint. Forward an updated copy of the complaint log to the Parking Services Division weekly. A copy of the complaint log for each month of the Contract shall be submitted to the City with the other reports to be submitted to the City at monthly intervals.

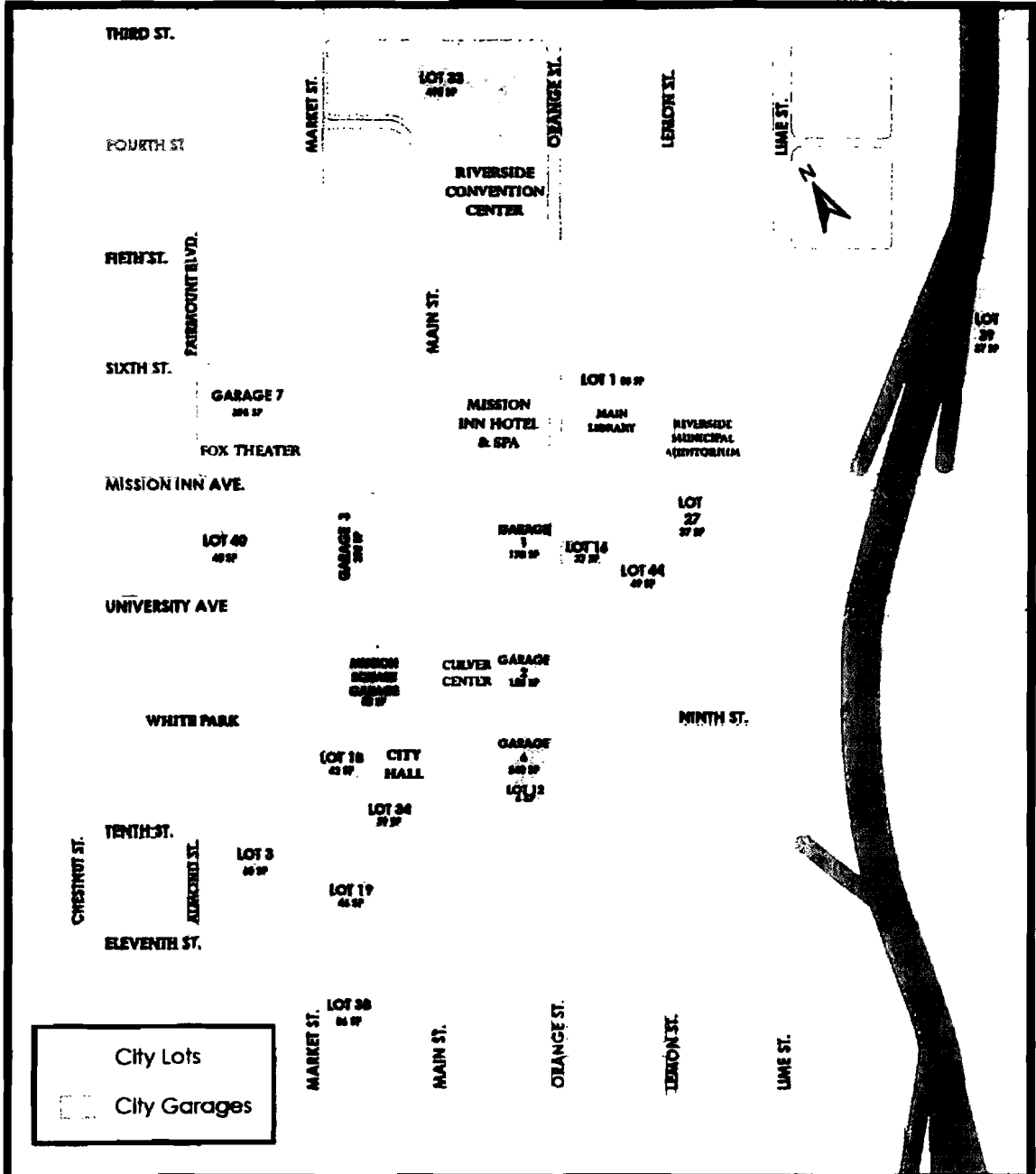
6.3 Independent Audit Reports

The Contractor shall engage and pay for a certified public accountant (CPA or Auditor) approved by the City, or designee, to audit the Contractor's records and operations of the Contract work and provide the specified reports.

- A. The Auditor shall examine the effectiveness of the Contractor's internal controls over its parking operations, financial and cash controls, and financial reporting to the City. The Auditor shall verify the adequacy of the Contractor's parking revenue accounting and cash control procedures to reasonably ensure that internal controls in the revenue processes are designed and operating effectively to prevent, detect, and correct fraud and other irregularities, including but not limited to misstatements, theft, misappropriation, and falsification, in a timely manner. The Auditor shall perform (1) a sample test of the gross receipts, by location, by month from monthly management reports; (2) a sample test of the accuracy of Daily Cashier Reports and

summary monthly reports by location; (3) a verification of receipt number sequence, dollar rate of receipt, and total amount collected; and (4) a verification of the accuracy of monthly financial reports submitted to the City.

- B. The Auditor shall audit the Contractor's Statement of Gross Receipts submitted to the City by the Contractor to reasonably ensure that all parking revenues have been properly collected, deposited, and reported and shall report on the accuracy of the daily and monthly parking revenue including parking revenue loss or voids reported from each parking facility by type. The Auditor shall verify substantial fluctuations from the previous month in the current year and from the same month in the previous year in the Revenue Fluctuation Schedule that the Contractor will provide.
- C. The Auditor shall submit to the City an Internal Control Audit Report within 45 calendar days following the effective date of the Contract and thereafter within calendar 45 days after the end of each Contract Year. In addition, the Auditor shall submit to the City an independent auditor's report on the Statement of Gross Receipts and Supplementary information within three months of the end of each Contract Year during the Contract term and any extension period.



Public Works Department

City of Riverside Downtown Parking Facilities

EXHIBIT "B"
COMPENSATION



8. PRICING

As stated in the RFP, Section 11 "h", we have included the breakdown of all anticipated expenses in the operation. These are broken down into two categories as instructed, "Fixed Fees" which is our management fee and "Pass-through Costs" which are expenses that would be reimbursable by the City of Riverside. The detailed breakdown for each category can be found on the following pages of this section.

CITY OF RIVERSIDE REPUBLIC PARKING SYSTEM ANNUAL BUDGET			
	Year 1	Year 2	Year 3
Fixed Fees			
1 Supervisor Salaries	\$210,020	\$215,663	\$221,318
2 Hourly Wages	\$611,285	\$659,134	\$707,031
3 Management Fee	\$132,738	\$135,333	\$137,976
4 Technology Support & Repair	\$32,500	\$26,500	\$26,500
5 Customer Service & Support	\$59,660	\$39,660	\$39,660
6 Administrative Costs	\$55,110	\$50,710	\$56,710
7 Uniforms & Miscellaneous Expenses	\$122,382	\$118,657	\$118,657
Total Fixed Fees	\$1,223,894	\$1,245,656	\$1,307,852
Annual Operating Costs			
9 Facility Maintenance	\$139,612	\$100,612	\$100,612
10 Tickets & Receipts	\$33,000	\$33,000	\$33,000
11 Special Events Staffing Needs	\$2,794	\$3,048	\$3,302
12 Signage and Line Striping Costs	\$20,395	\$20,395	\$20,395
13 Hourly Wages & Benefits	\$38,557	\$42,082	\$45,568
14 Professional Security	\$60,000	\$66,000	\$72,000
Total Pass-through Costs	\$294,358	\$265,117	\$274,877
Grand Total Expenses	\$1,518,052	\$1,510,774	\$1,582,728

EXHIBIT "C"
KEY PERSONNEL



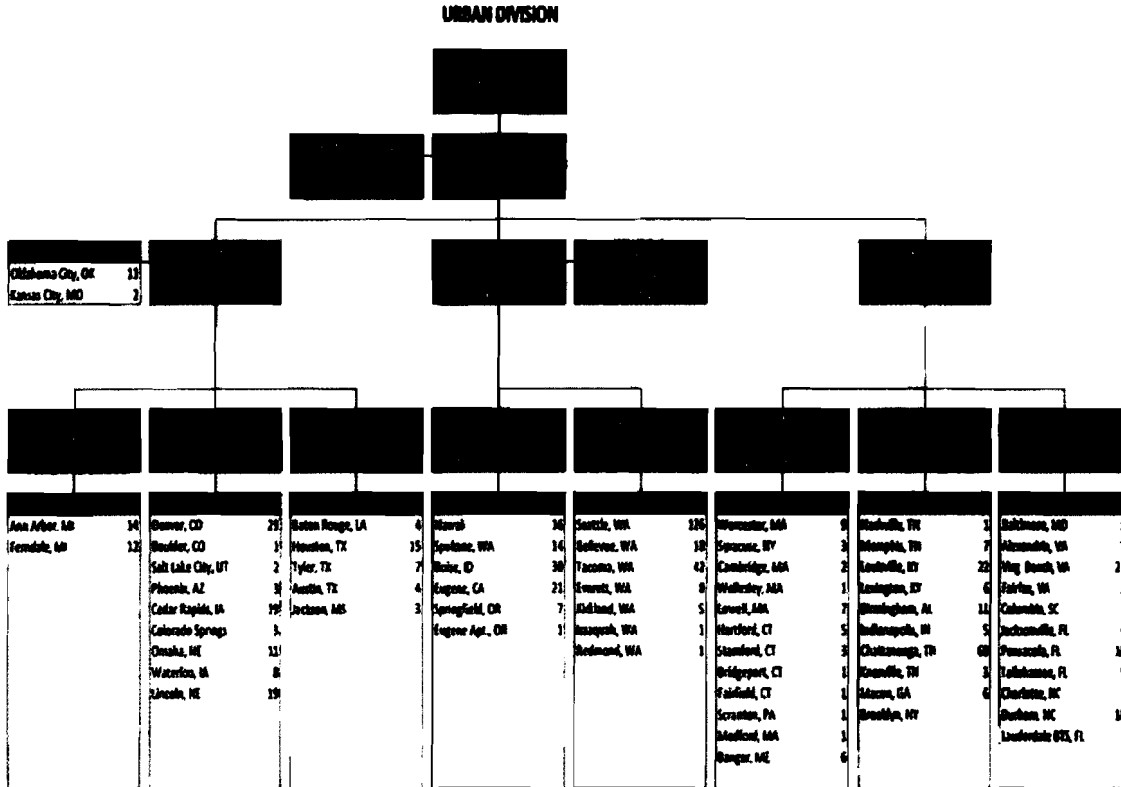
4. COMPANY PERSONNEL

EXECUTIVE MANAGEMENT TEAM

Republic Parking System prides itself on its hands-on approach to transportation management. Executives on all levels are involved in the daily management of the Company's operations. From profit and loss statements, to revenue summaries to uniform programs, Republic's senior management provides that critical eye to local management, providing the direction and the benefit of years of hands-on management experience. This ensures that every operation is exceeding both client and Company expectations.

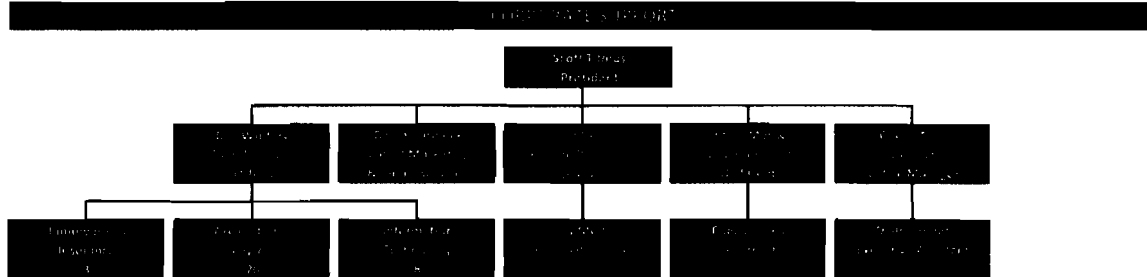
The management team directly responsible for the management and corporate oversight of the parking facilities would be Republic Parking System Urban division managers. Each of these executives would be involved in working with the local staff on a day-to-day basis to implement the controls and procedures that have been developed and implemented so successfully for other urban clients.

Urban Management Team





Corporate Support



Scott Titmus, President

Mr. Titmus has 29 years of experience in the parking and transportation management industry. After graduating from college with a BSBA degree, Mr. Titmus held various positions of increasing responsibility with a large, full service parking management firm.

During this time, Mr. Titmus gained firsthand knowledge of all aspects of the parking and transportation management business including applications relating to office, hotel, retail, airport and hospital parking. Mr. Titmus began his employment with Republic Parking System in 1996 and was appointed President of the company in June, 2013.

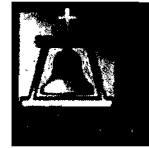
Benjamin D. Wolfley – Chief Financial Officer

Mr. Wolfley has more than 15 years' experience in the parking industry and over twenty (25) years' experience in accounting and finance. His experience includes 9 years in public accounting with Price Waterhouse and eleven (11) years in several positions as a principal financial executive. As a senior financial executive, Mr. Wolfley engineered public offerings, financing, private debt and equity placements ranging from \$1 million to \$400 million. Mr. Wolfley holds a Bachelor of Science degree in Accounting from the University of Utah, and is a certified public accountant.

David Lambeck, Vice President of Marketing and Client Services

Mr. Lambeck has been in the parking management business since 1989 with experience in all aspects of operational management and business development in the parking industry. Two years after graduating with a BSBA in Finance from Southern Illinois University he left the retail sales business and entered the parking management industry with a national parking management firm.

He joined Republic Parking System in mid-1994 as a Regional Vice President in the Texas region. As the head of the Marketing & Client Services Division he is responsible for providing support to all Republic Parking System divisions. The Client Services Division delivers support to all levels of the organization in the areas of operational excellence, marketing, planning,



analysis, design and consulting across all aspects of the parking management business. Mr. Lambeck has been involved in obtaining and managing both on and off-street parking contracts in the USA and Internationally.

Katherine Beaty, Quality Assurance Manager

Mrs. Beaty has 20 years of experience in the parking management industry. She has a BA in History and her Master's in Business (MBA). Mrs. Beaty has held various positions of increasing responsibility, the most recent being the Quality Control Manager, where she is responsible for Internal Audits, Policy Compliance and training of upper level managers. In addition, she is a member of the New Location Transition team, where she helps to set up accounting procedures and daily revenue reporting procedures for new parking operations. Furthermore, as part of her support role, she assists with Special Projects that are requests and Operational Coverage when needed.

Jan Veal, Human Resource Director

Jan Veal has an M.S. degree in Industrial Organizational Psychology and over 26 years of professional experience in diverse human resource settings and educational environments. In 2006, Jan joined Republic Parking System as a Human Resource Specialist; she was promoted to Director of Human Resources in March, 2011. She directs the Human Resource Department in providing human resource support, training, and consultation to over 2,800 hourly and management staff member employed in our Airport and Urban Divisions.

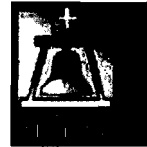
CORPORATE SUPPORT SERVICES

Republic Parking System supports all field operations from its Corporate Office in Chattanooga, Tennessee. The Corporate Office makes decisions on procedures, business development and accounting/auditing standards that are to be maintained throughout the Company. The Company's field management has access to four Corporate Office support departments to use in providing a first class operation at the most economical cost.

Human Resources - The Human Resource Department continually develops and distributes to the field on-going programs to assist in the hiring, training and motivating of staff at all levels.

Accounting and Auditing - A full service Accounting and Auditing Department serves as the collection point for information gathered from the field. Each city is assigned a staff accountant to assist in the review, audit and preparation of monthly financial reports.

Risk Management - The staff of the Risk Management Department helps to provide, at the industry's lowest rates, comprehensive general liability, automobile liability, garage keepers legal liability, property, workers compensation, theft and crime insurance coverage. Republic Parking System places its insurance coverage with some of the world's most reputable and stable insurance institutions such as Liberty Mutual, Lloyds of London, Chubb, Aetna and The Hartford.



Contract Compliance – Quality Assurance - Republic Parking is unique in its approach to managing its operating contracts. The Company Quality Assurance Manager's responsibilities include reviewing operating contracts, monitoring the local level accounting and auditing procedures, reviewing cash handling procedures and many other operational items.

DIRECT SUPPORT OVER RIVERSIDE, CALIFORNIA

Brian Kern, Senior Vice President - Western Region

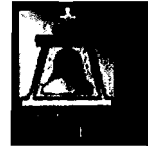
Mr. Kern has over 27 years' experience in the parking industry. After graduating from Missouri Western State University with a BSBA in Marketing/Accounting, Brian started with a full service parking company in Kansas City, Missouri. After being promoted twice and moving to Louisville, Kentucky, he was offered a District Manager position in 1997 with Republic Parking System. He has received two promotions with Republic Parking System and has been the Vice President of the Western Division since 2006.

In his current position, he is responsible for the marketing of new cities and overseeing the existing operations. His territory currently consists of eighteen (18) cities with approximately one hundred and sixty (160) locations. Brian has two Regional Managers and one District Manager who help oversee sixteen of these properties.

Due to Republic Parking's philosophy of "Wanting to be the Best and not the Biggest", Brian focuses most of his time traveling to the existing cities and reviewing operations. During these trips, he always sits down with the clients to confirm they are getting the service that was promised in the proposals and presentations. In addition to this, he conducts unannounced audits to ensure the items in our "focused on the fundamentals" policy are being met at each and every location.

Mr. Kern also works very closely with his Regional and District Managers and all of his General Managers to ensure they have the support from the corporate office. Another important aspect of his position is working with Jan Veal of the Corporate Human Resource Department in developing site specific training programs for the field. Along with Jan, Brian personally performs training seminars with the help of his local management teams.

Mr. Kern has worked with all different types of PARCS equipment vendors including a few of the following: Federal APD, Amano McGann, SkiData, Data Park, Digital Technologies, T2 Systems, Hamilton Manufacturing, Duncan Solutions, McKay, Parkeon and Magnetic Automation. Due to having so much experience, Brian has been involved with putting together RFP's for the purchase of the systems and has also been heavily involved over the years with the installations to ensure the equipment is working as promised. It was also Mr. Kern's vision to hire IT Managers in the field operations. This program started back in 2002 and there are now nine (9) IT Managers across the Western Division.



Dana Klein (CPP)-Regional Manager - Denver, CO

Mr. Klein has worked in the parking industry since 1992. With over 24 years of experience in the parking industry, Dana has managed all facets of operations known in the industry while working in Los Angeles, CA and Denver, CO. During his tenure with Republic Parking System, he has worked directly with municipal parking contracts as well as health care and private parking facilities. Currently based in Denver, CO, Dana is responsible for operations in Colorado, Utah, Arizona, Nebraska and Iowa.

In his current position as Regional Manager, he is responsible for the day-to-day parking operations which includes municipal and private parking operations encompassing revenue control, customer service and business development. Dana works closely with all of his General Managers and Project Managers and is responsible for the annual budgets and accurate reporting for each of the facilities in his territory.

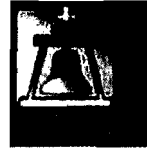
Another important aspect of his position which is closely monitored by the Corporate Human Resource Department is the training and implementation of customer service programs. Along with the HR Director, Dana personally develops training seminars and with the help of his local management teams, conducts these classes on a quarterly basis.

During his career, Dana has worked with many types of equipment and revenue controls, including: Data Park PARCS; Federal APD PARCS; Amano McGann PARCS, Hamilton Pay Stations, SkiData and Digital Payment Technologies pay and display systems. In addition, Dana has worked with Yardi Professional Property Management, Clancy Systems, Cardinal Tracking, ParkTrak and VATS enforcement systems.

Mike DiValentino – Proposed General Manager

Michael DiValentino has over 30 years of customer service experience with 18 of those years in the Parking Industry. During his parking history, Michael has held positions in the operational, technical, and maintenance departments. Michael attended the University of Nebraska – Lincoln where he graduated with a Bachelors of Science Degree in Restaurant Management. During his working history, Michael continued his academic pursuits, focusing on technology thus earning multiple degrees in Information Systems to prepare for the ever-changing face of technology in the parking industry.

As the current Manager in Kansas City, Michael oversees all aspects of the daily operation. He uses a hands-on approach to daily operations and can be found in the facility as well as in the office. It is not unusual to find him maintaining equipment, spending time helping customers in the office, or discussing an upcoming event with the client. His previous experience as an IT / Revenue Control Systems Manager and a Technical Engineer aids him with troubleshooting and solving issues with the systems, focusing on keeping them operational at all times with little or no inconvenience to the customer. Michael trains his staff to solve these issues in the field, along with customer service goals. His experience with the development, planning, and opening of new garages gives Michael a good perspective of all aspects of the facilities



Prior to arriving in Kansas City, Michael was the Technical Engineer in Oklahoma City, working with the Republic Parking System operations team that oversees the city owned garages. While there, he worked with the SkiData Revenue Control system, implementing a maintenance program and providing support for the daily operations. Michael was able to keep the systems consistently operational by training staff on how to properly maintain the system hardware. This resulted in the increase of revenue in historically low revenue locations. All management team members were instructed on how to troubleshoot and maintain the system hardware and software.

As the IT / Revenue Control Systems Manager in Kansas City, Michael oversaw the day to day IT operations of four locations and over 1500 parking spaces for the local client. He was responsible for maintaining operations of all revenue control equipment. He also assisted in operational events. His primary focus was the facilitation of customer access to and from all locations. Maintaining the system also provided revenue from systems that had previously been non-functional. Michael has technical knowledge on multiple systems including Federal APD, Amano-McGann, and T2.

Currently, Michael has been working with the Federal APD System. His first introduction to Federal APD was in 2002. With the Federal APD systems no longer being supported and with the assistance of other Republic Parking System associates, he has been able to find a small network of suppliers for much needed replacement parts, repairs, and other solutions for these systems. He has worked on almost every aspect of the Federal APD system, including the software. His hands-on hardware experience has allowed systems to function with almost no down time.

Michael has a unique perspective because he has been able to work in almost every aspect of the parking industry, with a special emphasis on customer service. He has been exposed to valet shuttle services while working in Oklahoma City. In Lincoln Nebraska and Kansas City Missouri, he was involved in large events both in operations and as a technical engineer. His experience allows him to be able to work along side his staff in the field as well as provide assistance and leadership to individuals on the management and support staff.

**MUNICIPAL CITATION SOLUTIONS, LLC, REPUBLIC GULFPORT, LLC, REPUBLIC PARKING NORTHWEST, LLC, AND REPUBLIC PARKING SYSTEM, LLC
(collectively, the "Company")**

**ANNUAL RESOLUTION CONSENTED TO IN WRITING BY
THE SOLE MEMBER OF THE COMPANY**

This resolution is hereby consented to in writing by the sole member of the Company and is effective as of June 15, 2017.

APPOINTMENT OF OFFICERS

It is resolved that the following persons are elected to serve as officers of the Company for a term expiring on the death of the officer or the appointment of a successor to such office:

Ty B. Stafford	-	CEO
Michael Scott Titmus	-	President
Benjamin Wolfley	-	CFO
Stephen M. Richards	-	Senior Vice-President, General Counsel and Corporate Secretary
Bradley J. Yen	-	Senior Vice-President Finance and Treasurer
Douglas R. Grieve	-	Vice-President and Controller
Heather D. Miller	-	Paralegal and Assistant Corporate Secretary

No officer appointed pursuant to the above resolution is entitled to any remuneration from the Company for his or her services, except as provided for in an agreement with the Company or as otherwise authorized by the member of the Company.

This consent may be executed by means of facsimile signature or other electronic means, each of which when so executed and delivered shall be deemed an original.

IN WITNESS WHEREOF, the sole member of the Company has executed this consent as of June 16, 2017.

SOLE MEMBER:

IMPERIAL PARKING (U.S.), LLC

By: Imperial Parking Corporation, its sole member

By: 
Heather D. Miller
Paralegal & Assistant Corporate Secretary