



February 2, 2012

Jack Ricchiuto
Standard Parking Corporation
1301 East 9th Street
Suite 1050
Cleveland, Ohio 44114

Dear Mr. Ricchiuto:

Thank you for submitting your bid for the Cleveland Airport System's Parking Facilities Management Request for Proposal. We made our final selection with a multi-divisional Port Control team that conducted a rigorous review of each proposer's capabilities. The submissions were evaluated based on the overall qualifications, proposed experience, management plan, competition plan, budget, financial proposal, financial background, and CSB/MBE/FBE participation.

I am pleased to notify you that Standard Parking Corporation has been selected as the successful proposer for the Parking Facilities Management contract. We look forward to continuing our relationship immediately after the successful completion of an executed contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Ricky D. Smith".

Ricky D. Smith
Director of Port Control

cc: Patricia Singleton – Chief, Business Development and Management
Bill Mullins – Ground Transportation Manager
File

**PARKING FACILITIES MANAGEMENT, OPERATION
AND
MAINTENANCE SERVICES AGREEMENT**

Between

THE CITY OF CLEVELAND

And

**STANDARD PARKING CORPORATION,
A DELAWARE CORPORATION**

THIS PARKING FACILITIES MANAGEMENT, OPERATION AND MAINTENANCE SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of February, 2012 ("Effective Date") by and between the City of Cleveland, Ohio ("City"), a municipal corporation of the State of Ohio, through its Director of Port Control ("Director"), pursuant to the authority of Ordinance No. 247-11, passed by the Council of the City of Cleveland on June 6, 2011 and Resolution No. 0018-12 adopted by the Board of Control of the City on January 18, 2012, as modified by Resolution No. 0034-12, adopted by the Board of Control of the City on February 1, 2012, copies of which are attached hereto as Exhibit "A" and Exhibit "B" respectively and each by this reference incorporated herein, and Standard Parking Corporation, a corporation duly organized and validly existing under the laws of the State of Delaware and qualified to do business in the State of Ohio as a foreign corporation ("Operator"), through its duly authorized officer.

WITNESSETH:

WHEREAS, the City owns and operates parking facilities for public and employee parking at Cleveland Hopkins International Airport ("Hopkins") and for public parking at Burke Lakefront Airport ("Burke" and collectively with Hopkins, the "Airports") as well as other parking facilities managed by the Department of Port Control ("Port Control") including the Marginal Road Lot, Lot 9 and Lot 10 located in proximity to Burke and lots located in the area commonly known as the North Coast Harbor (the "North Coast Harbor lots"), all situated in the City of Cleveland, Cuyahoga County, State of Ohio; and

WHEREAS, the City wishes to hire a professional commercial parking operator to manage, operate and maintain these various owned and operated public and employee parking facilities at the Airports, the Marginal Road Lot, Lot 9, Lot 10 and the North Coast Harbor lots and to provide shuttle services at Hopkins; and

WHEREAS, Operator is a corporation with expertise in parking and transportation services and has proposed by its Proposal to provide the management, operating and maintenance services required hereby to efficiently and effectively manage, operate and maintain said various City owned and operated public and employee parking facilities at the Airports, the Marginal Road Lot, Lot 9 and Lot 10 and the North Coast Harbor lots and to provide shuttle services at Hopkins as well as provide certain ancillary services to the City as hereinafter provided; and

WHEREAS, the City desires to engage the Operator to manage, operate and maintain said City owned and operated public and employee parking facilities and to provide shuttle services at Hopkins as well as to provide certain ancillary services for the City in accordance with the terms, conditions and provisions contained herein.

NOW, THEREFORE, in consideration of the foregoing, the payments and other mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties represent, warrant, covenant and agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 "Agreement" shall have the meaning as defined above.
- 1.2 "Airports" shall have the meaning as defined above.
- 1.3 "Airport Terminal Building" or "Terminal Building" shall mean a passenger terminal building or facilities, whether or not contiguous with the existing terminal structure or that which may hereafter be constructed or operated during the Term of this Agreement at either of the Airports.
- 1.4 "Burke" shall have the meaning as defined above.
- 1.5 "Burke Public Parking Lot" shall mean a surface parking area comprised of approximately 650 parking spaces located immediately south of the Burke Terminal Building.
- 1.6 "City" shall mean the City of Cleveland, Ohio, which shall act through its Director of Port Control unless specifically stated otherwise herein or unless legally mandated otherwise.
- 1.7 "Director" shall mean the Director of the Department of Port Control of the City of Cleveland, or such other officer, agency or agencies of the City or other governing body as hereafter may have jurisdiction over the Airports, Lot 9 and Lot 10 and the North Coast Harbor lots, and shall include the Director's authorized and designated representatives.

- 1.8 "Economy Parking Lots" shall mean collectively the economy surface lot comprised of approximately 370 parking spaces located immediately north of the Hopkins' main entrance ("North Economy Lot") and an economy surface lot comprised of approximately 270 spaces located immediately east of the Short Term Public Parking Garage ("East Economy Lot"). The East Economy Lot is part of the "Parking Facilities" as such term is defined below. The North Economy Lot is an unattended credit card parking lot served by the Shuttle Services [defined in Section 3.1(b) below] for which Operator also has parking lot and equipment maintenance and repair obligations. Operator's maintenance and repair costs, including labor and insurance, incurred with respect to the North Economy Lot shall be deemed Direct Costs as such term is defined in Article V herein. Operator shall be compensated for the Shuttle Services provided at the North Economy Lot through the Shuttle Services Fee, also defined in Article V.
- 1.9 "Effective Date" shall have the meaning as defined above.
- 1.10 "Environmental Laws" shall mean any and all applicable federal, state or local statutes, laws, ordinances, rules, regulations or orders relating to the environment, natural resources, human health and safety, or the transportation, storage, handling and disposal of hazardous or toxic substances or materials, or petroleum products including any fraction or by-product thereof. Environmental Laws include, without limitation because of enumeration, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U. S. C. sec. 9601 et. seq.; the Emergency Planning and Community Right-to-Know Act, 42 U. S. C. sec. 11001 et. seq.; the Resource Conservation and Recovery Act, 42 U. S. C. sec. 6901 et. seq.; the Oil Pollution Act, 33 U. S. C. sec. 2701 et. seq.; the Hazardous Material Transportation Act, 49 U. S. C. sec. 1801 et. seq.; the Toxic Substance Control Act, 15 U. S. C. sec. 2601 et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U. S. C. 136 et. seq.; the Clean Air Act, 42 U. S. C. sec. 7401 et. seq.; the Clean Water Act, 33 U. S. C. sec. 1241 et. seq.; the Safe Drinking Water Act, 42 U. S. C. sec. 300 (f) et. seq.; the Occupational Safety and Health Act, 29 U. S. C. sec. 641 et. seq.; and the Endangered Species Act, 16 U. S. C. sec. 1531 et seq., as such laws have been amended or supplemented now or in the future.
- 1.11 "Environmental Condition" shall mean any Hazardous Material, on or in the land, water, air or otherwise in the environment to the extent that such Environmental Condition is or has been caused by and arisen during the operations of the Operator or the operations of any of its subcontractors or suppliers under this Agreement or any predecessor agreements, irrespective of whether there has been any violation of any Environmental Law, but excluding such Environmental Conditions to the extent that they are solely caused by the negligence or willful misconduct of the City.

- 1.12 "Gross Revenues" shall mean all amounts received, realized by, accruing to, or which should have been received, realized by or occurring, in accordance with the established and authorized charges for the parking of vehicles at the various parking facilities covered by this Agreement, whether for cash, credit or charge and not at the time of billing or parking. The amount of any federal, state, county or municipal sales taxes separately stated to or paid by customers and directly payable to the applicable taxing authority as well as any refunds or credits received from vendors or suppliers for goods or merchandise returned as being unacceptable, shall be excluded from the determination of Gross Revenues.
- 1.13 "Hazardous Material" shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority including the City to pose a present or potential hazard or threat to human health or safety or to the environment. "Hazardous Material" includes, without limitation, any material or substance defined as a "hazardous substance" or "pollutant" or "contaminant" pursuant to any Environmental Law; any asbestos and asbestos containing materials; petroleum, including crude oil or any fraction or by-product thereof, natural gas or natural gas liquids.
- 1.14 "Hopkins" shall have the meaning as defined above.
- 1.15 "Incentive fee" shall have the meaning as defined in Section 5.1 below.
- 1.16 "Laws" shall have the meaning as defined in Section 22.7 below.
- 1.17 "Long Term Public Parking Garage" shall mean the long-term garage located immediately south of Hopkins' main entrance comprised of approximately 2,600 parking spaces.
- 1.18 "Lot 9" shall mean the surface parking area consisting of approximately 52,231 square feet of land generally east of and adjacent to Lot 10.
- 1.19 "Lot 10" shall mean the surface parking area consisting of approximately 23,358 square feet of land immediately adjacent to and south of the Naval Reserve Facility at the corner of East Ninth Street and North Marginal Road, situated at 1089 East 9th Street.
- 1.20 "Management Fee" shall have the meaning as defined in Section 5.1 below.
- 1.21 "Marginal Road Lot" shall mean a surface parking area consisting of approximately 110 parking spaces located between North Marginal Road and the Shoreway, in proximity to Burke.
- 1.22 "Net Revenue" shall mean Gross Revenues minus Total Operating Costs.

- 1.23 "North Coast Harbor Commencement Date" shall have the meaning as set forth in Section 4.1 below.
- 1.24 "North Coast Harbor lots" shall mean the surface parking areas consisting of approximately 890 parking spaces at Docks 28, 30 and 32 and approximately 93 parking spaces located on the East Ninth Street pier.
- 1.25 "Operator" shall have the meaning as set forth above and shall include the successors and permitted assigns of the initial Operator hereunder.
- 1.26 "Option Term" shall have the meaning as set forth in Section 4.1 below.
- 1.27 "Original Term" shall have the meaning as set forth in Section 4.1 below.
- 1.28 "Other Services Commencement Date" shall have the meaning as set forth in Section 4.1 below.
- 1.29 "Parking Facilities" shall mean the Long Term Public Parking Garage, Short Term Public Parking Garage, Burke Public Parking Lot, the East Economy Lot, the Marginal Road Lot, Lot 9, Lot 10, and the North Coast Harbor lots, all as delineated on the drawings attached hereto as Exhibit "C" and each by this reference incorporated herein. Each such lot is individually called a "Parking Facility". Lots 6, D and Q at Hopkins are employee lots that, upon conversion to public parking, will be deemed to be included in the definition of Parking Facilities. If only portions, but not all, of such employee lots are converted to public parking, then only that portion of the employee lot used for public parking shall be deemed a Parking Facility hereunder. The North Economy Lot is served by the Shuttle Services but Operator's maintenance and repair obligations with respect to the North Economy Lot shall be the same as Operator's maintenance and repair obligations with respect to the Parking Facilities.
- 1.30 "Person" or "person" shall mean any natural person, firm, partnership, corporation, limited liability company, governmental body or other legal entity.
- 1.31 "Riveredge Lot" shall mean a surface parking area consisting of approximately 1,700 parking spaces dedicated to employee parking situated north of Brookpark Road on Grayton Road, in proximity to Hopkins.
- 1.32 "Services" shall have the meaning as defined in Section 3.1 below.
- 1.33 "Short Term Public Parking Garage" shall mean the short term garage comprised of approximately 3,900 parking spaces located between the Long Term Public Parking Garage and the Passenger Terminal Building at Hopkins.
- 1.34 "Shuttle Services" shall have the meaning as set forth in Section 3.1 (b) below.

- 1.35 "Term" shall mean the length of this Agreement as defined in Section 4.1 below.
- 1.36 "Total Operating Cost" shall mean the Operator's Direct Costs and Indirect Costs as set forth in Article V.
- 1.37 "Users" shall mean those Persons who park vehicles in the Parking Facilities or use the Shuttle Services.

ARTICLE II

APPOINTMENT OF OPERATOR

- 2.1 By execution of this Agreement, the City accepts and Operator agrees to be bound by this Agreement, Operator's Proposal dated October 28, 2011 attached hereto as Exhibit "E" and by this reference incorporated herein, except as may be changed, modified or supplemented hereby, and by the City's Request for Proposal dated July 29, 2011 attached hereto as Exhibit "D" and by this reference incorporated herein, which includes all addendums thereto. In the event of any conflicts between this Agreement and Exhibit "D" or Exhibit "E" this Agreement shall prevail over both Exhibits and Exhibit "D" shall prevail over Exhibit "E".
- 2.2.1 Operator is hereby hired to provide professional management and operation of the Parking Facilities, including maintenance thereof, Shuttle Services and other related services as may be required herein, for the City. Operator shall perform such services under the general supervision and control of the Director.
- 2.2.2 Operator acknowledges that one of the principal reasons for the City in entering into this Agreement is to make available to Users for their accommodation, convenience and welfare, public parking facilities and shuttle services, and in furtherance of that purpose, and in the fulfillment of the City's obligations to operate the Airports in the interest of the promotion and accommodation of air commerce, air travel, air transportation and air navigation, Operator shall operate, manage and maintain the Parking Facilities and operate the Shuttle Services for the use and convenience of those Users using same in a safe and professional manner. Operator shall not use the Parking Facilities or operate the Shuttle Services in whole or in part for any other purpose whatsoever without the express direction of the Director. Operator shall not permit the parking of any vehicle at or on the Parking Facilities without collecting the applicable parking charges therefor without the express direction of the Director.

ARTICLE III

SPECIFIC SERVICES

- 3.1 In addition to those services to be provided by the Operator pursuant to the other provisions of this Agreement, the following services shall be furnished by the Operator to the City in accordance with an operating manual prepared by the Operator as hereinafter provided as such manual may from time to time be amended, replaced or supplemented. The Operator shall provide all labor,

materials, supplies, tools and equipment required to manage, operate and maintain the Parking Facilities (the "Parking Services") and the Shuttle Services as herein after set forth (collectively, the "Services"):

- (a) Manage, operate and maintain the Parking Facilities so as to maximize the availability of same for use, subject to rules and procedures issued or approved from time to time by the Director;
- (b) Manage, operate and maintain a shuttle bus service at Hopkins providing international passengers transportation between the existing Federal Inspection Facility and the baggage claim area of the Passenger Terminal Facility, a shuttle bus service between the North Economy Lot to the north end of the Passenger Terminal Facility and a shuttle bus service between the Riveredge Lot and Doors 1 and 7 located on the upper level roadway in front of the Passenger Terminal Facility (collectively "Shuttle Services");
- (c) Collect and remit on a monthly basis to the Department of Port Control all Gross Revenues collected from or paid on behalf of Users of the Facilities, less the Management Fee specified in Section 5.1 and those Total Operating Costs [defined in Section 5.2] previously approved by the Director in an annual budget or otherwise approved pursuant to the terms of this Agreement, accompanied by a report to the Director of the amount and types of Gross Revenues collected by Operator from or paid on behalf of the Users and Total Operating Costs paid by Operator pursuant to an approved annual budget and/or this Agreement, such report to be in a form acceptable to the Director and signed by the Chief Financial Officer for Operator or Operator's Manager of Accounting or other duly-authorized senior financial officer designated by such Chief Financial Officer, accompanied by such supporting documentation as may be reasonably requested by the Director from time to time;
- (d) Operator will pay all expenses required for the management, operation and maintenance of the Parking Facilities and the Shuttle Services. The Shuttle Services' expenses are intended to be covered by the Shuttle Services Fee (defined in Exhibit "G" hereto). The expenses associated with the Parking Facilities, if Direct Costs or Indirect Costs as defined below, shall be reimbursed by the City to Operator and are itemized in the initial budget attached hereto as Exhibit "F" and by this reference incorporated herein. Subject to Section 5.5 below, any increases in expenses above the amounts set forth in the initial budget and each subsequent annual budget shall be subject to the prior written approval of the Director, which approval shall not be unreasonably withheld;
- (e) From time to time, as requested by the Director, research, compile, analyze and present special reports on management, operations, maintenance and financial matters related to the Parking Facilities and the Shuttle Services;

- (f) Inspect, maintain and repair the Parking Facilities and the vehicles used in the operation of the Shuttle Services, including all future improvements and additions thereto, in order to keep the Facilities and such vehicles in good, safe and efficient operating condition and repair; in sanitary and sightly condition; in compliance with all present and future laws, ordinances, orders, directives, codes, rules and regulations of federal, state and local governmental agencies, including those of the City, which may be applicable to Operator's performance of the Services and in compliance with all directives and applicable rules established by the Director. Notwithstanding the foregoing, the City, rather than Operator, shall be responsible for any repairs, replacements or improvements to the Parking Facilities of a structural or capital nature, whether required by such laws or deemed desirable by the City;
- (g) Within ninety (90) calendar days from the Effective Date, prepare an operating manual, subject to the approval of the Director, which shall include operations, safety, quality control standards, snow removal procedures, and maintenance and preventative maintenance programs for the Parking Facilities and the Shuttle Services. The operating manual shall become the property of the City and shall be amended, replaced or supplemented as mutually agreed upon by the City and the Director;
- (h) Retain, with the approval of the Director, a security subcontractor for the purpose of maintaining a high level of security in and about the Parking Facilities; the cost of such security subcontract shall be deemed a Direct Cost reimbursable by the City. All security personnel shall be uniformed and shall perform only security services. Security personnel shall be equipped with two-way radio transceivers to maintain communications with Operator's on-site operations office;
- (i) Provide management and operations personnel to attend meetings required for the orderly and efficient operation of the Parking Facilities and the Shuttle Services, including, without limitation because of enumeration, meeting with the City, and others;
- (j) Coordinate meeting arrangements including, without limitation because of enumeration, the preparation of agendas and mailings;
- (k) Comply with all applicable Customs, Transportation Security Administration, and other governmental regulations for the enplaning and deplaning of passengers departing to or arriving from a foreign country;
- (l) Administer this Agreement and any other agreements covering the operation of the Parking Facilities and the Shuttle Services and assure that the use,

operation and maintenance of the Parking Facilities and the Shuttle Services are in accordance with such agreements;

- (m) Maintain statistics for the Parking Facilities and the Shuttle Services;
- (n) Be responsible for the securing and filing of all necessary permits, licenses, documents and the like in relation to the operation of the Parking Facilities and the Shuttle Services. Operator shall conduct its Services in compliance with all applicable Environmental Laws;
- (o) Report any release of any Hazardous Materials discovered or caused by Operator or any of its subcontractors in accordance with applicable federal, state and local laws, rules or regulations of any governmental authority of competent jurisdiction and, in addition, within thirty (30) minutes of such discovery or release, to Port Control's Environmental Service Manager;
- (p) Not less frequently than annually Operator shall submit its recommendation for adjustments to the fees charged for use of the Parking Facilities and the Shuttle Services, in writing, to the Director;
- (q) Operate a minimum of one (1) service and one (1) patrol vehicles purchased as a Direct Cost in order to provide emergency service to Users such as jump starts, tire changes and the dispensing of gasoline. These emergency services shall be performed on request and at no charge to Users. Each vehicle shall bear a permanently affixed, prominent and clearly visible notice that the service is free to Users. Operator may also be required to purchase other vehicles or equipment as may be necessary for the efficient operation of the Parking Facilities and the Shuttle Services. Such additional vehicles or equipment shall also be purchased as a Direct Cost; and
- (r) Perform such other functions relating to the operation and maintenance of the Facilities and such other matters relating to the Parking Facilities, the Shuttle Services or this Agreement as shall be requested by the Director from time to time.

ARTICLE IV **TERM AND TERMINATION**

4.1 The term of this Agreement for the North Coast Harbor lots shall begin on the Effective Date ("North Coast Harbor Commencement Date") and for the Long Term Public Parking Garage, Short Term Public Parking Garage, Economy Parking Lots, Burke Public Parking Lot, Marginal Road Lot, Lot 9, Lot 10, the Riveredge Lot and the Shuttle Services ("Other Services Commencement Date") shall begin ninety (90) days after the Effective Date and, unless sooner canceled or terminated, for all Parking Facilities and the Shuttle Services shall expire five (5) years after the Other Services Commencement Date ("Original Term"), provided, however, that the City shall have an option to extend the Original Term for one additional five (5) year

period ("Option Term", collectively with the Original Term the "Term"). The Option Term shall be exercised at the City's discretion, based on the factors set forth in Paragraph 4.2 below.

- 4.2 The City may elect to enter into the Option Term by the Director notifying the Operator, in writing, of such election at least one hundred eighty (180) calendar days prior to the expiration of the Original Term. The City's exercise of such option shall be based on: (i) Operator's full compliance with all terms and conditions of this Agreement, subject to any notice and cure periods, (ii) obtaining additional legislative authority for the Council of the City of Cleveland, and (iii) the needs of the City.
- 4.3 If the Option Term discussed above is not exercised then Operator agrees to cooperate in a commercially reasonable manner to assist in an orderly transition to a succeeding operator so that Users in their use of the Parking Facilities and the Shuttle Services are not inconvenienced by the change of operators. Specifically, Operator shall make available to the succeeding operator all of its non-proprietary records and information related to the Services and answer all questions related thereto as necessary or required for a smooth transition.
- 4.4 Notwithstanding the foregoing, the City may terminate this Agreement in its sole discretion without penalty or cause as of the date that is three (3) years after the Effective Date, provided that the City notifies the Operator of such termination at least one hundred eighty (180) days in advance of the date of termination.
- 4.5 If this Agreement should be terminated for any reason, and if at the time of such early termination Operator's operating leases for the vehicles used in the provision of the Shuttle Services have not been paid off, then the City shall be responsible for paying to Operator the sum of the remaining payments due with respect to such vehicles, whereupon title to the vehicles shall be transferred to the City or the City's designee.

ARTICLE V **FEES/ PAYMENTS**

- 5.1 The City shall pay Operator for the Services provided pursuant to this Agreement the total of: (i) a fixed monthly fee ("Fixed Fee") and an incentive fee ("Incentive Fee" and together with the Fixed Fee, "Management Fee") for management of the Parking Facilities; and (ii) a fixed and/or variable hourly fee for operation of the Shuttle Services (the "Shuttle Services Fee"). The Fixed Fee and the Shuttle Services Fee shall be paid in the amounts set forth in Exhibit "G" attached hereto and by this reference incorporated herein during the Term (the "Fees"). The Incentive Fee shall be paid in the amount of .35% of one (1%) percent of Gross Revenues; provided, however, that the Incentive Fee will not exceed the Fixed Fee (as measured on a calendar year basis). Said Fees shall be deducted from the amounts collected by the Operator from Gross Revenues and remitted to the Department of Port Control as provided for in Section 3.1(c) above.

- (a) With respect to management and operation of the Parking Facilities, in addition to the Management Fee and the Incentive Fee, the City shall pay Operator the Total Operating Costs (defined in Section 5.2).
- (b) Operator's expenses associated with management and operation of the Shuttle Services shall not be reimbursed as the Shuttle Services Fee is intended to be inclusive of Operator's Shuttle Services expenses except as to (1) adjusted fuel costs which may occur based on the "Fuel Index Adjustments" defined in Exhibit "G" hereto and (2) parking lot and equipment repairs or replacements associated with the Riveredge Lot and any other lots served by the Shuttle Services, which repairs or replacements shall be deemed Direct Costs.

5.2 The City shall pay Operator monthly the Total Operating Costs as defined in this Section 5.2 and as approved by the Director in the annual operating budget, which were paid by Operator during the preceding calendar month. The Total Operating Costs shall mean the Direct Costs as defined in paragraph (a) of this Section 5.2 plus the Indirect Costs as defined paragraph (b) of this Section 5.2.

- (a) Direct Costs shall include the following items to the extent actually paid by the Operator:
 - (1) Direct salaries and wages, including overtime pay, payments or costs for reasonably associated payroll expenses, retirement funds, unemployment compensation funds, employee savings programs, life, health, accident and unemployment insurance premiums, workers' compensation, vacation and holiday pay, sick leave pay and other fringe benefits, for the Operator's employees assigned to manage, operate and maintain the Parking Facilities; provided, however, bonus and severance pay for the Operator's employees are excluded from Direct Costs. The Operator's costs and expenses for employees who are not located at either of the Airports, the Marginal Road Lot, Lot 9 or Lot 10 or the North Coast Harbor lots or do not perform functions solely related to the Parking Services shall be allocated to the Parking Services based upon the percentage of such employees' time associated with the Parking Services as agreed between the Operator and the City;
 - (2) Charges for insurance applicable to the Parking Services, as set forth in Article IX below;
 - (3) Payroll processing and accounts payable processing charges;
 - (4) Costs of contract labor and outside services for repair and maintenance of the Parking Facilities or service vehicles used in the Parking Services performed by an outside contractor or repair facility under contract and not as a part of a specific project;

- (5) Cost of parts and supplies for routine and emergency maintenance repairs of the Parking Facilities or service vehicles used in the Parking Services;
- (6) Rental costs of Operator-owned equipment used solely in connection with the Parking Facilities;
- (7) Cost of outside miscellaneous services such as procurement and cleaning of uniforms;
- (8) Costs for the portion of rentals payable by the Operator for space used at either of the Airports and the portion of fees payable by the Operator for rights granted by the City to the Operator at either of the Airports which, in each case, are allocable to the performance of Parking Services under this Agreement;
- (9) Costs of utilities, electricity and water charges for the operation of the Parking Facilities and fuel, antifreeze and lubricants for operation of the service vehicles used in the Parking Services;
- (10) Charges for the routine removal of trash and other related products from the Parking Facilities;
- (11) Snow and ice removal costs except to the extent snow and removal is performed by the City or any of the City's other contractors;
- (12) Costs associated with regulatory compliance, if any, for the operation of the Parking Facilities and including costs of compliance with payment card industry standards;
- (13) Cost of security subcontract as per Section 3.1(h) above, and the cost of event police officers;
- (14) Credit card charges, as assessed by the credit card companies,, to cover all credit card discount fees and chargebacks, bank charges, PCI compliance and all associated credit card-related accounting and reconciliation;
- (15) Costs incurred under Section 5.1(b)(2) unless paid directly by the City;
- (16) Cost of Annual Statement [defined in Article VII below]; and
- (17) Other charges, expenses and costs as may be approved by the City in the annual budget or otherwise approved, in writing, by the Director including marketing and advertising costs.

(b) Indirect Costs shall include the following items to the extent such items are related to Parking Services provided by the Operator hereunder, and to the extent actually paid by the Operator:

- (1) Federal, state and local taxes and/or fees attributable to the performance of the Services, but excluding the Operator's corporate license fees, franchise taxes, and taxes based on the Operator's net income;
- (2) Outside consultant fees approved in advance, in writing, by the City as a maintenance and operating expense;
- (3) Long distance and local telephone and data line charges; provided, however, Operator will be required to purchase all telephone and information technology services from the City at such time as those services are available at Hopkins. These services will be provided at a rate comparable to current market rates.;
- (4) Subject to prior written approval by the City, fees of the Operator's legal counsel;
- (5) The cost, if any, for the start-up of the Parking Services under this Agreement;
- (6) Fees for permits/licenses for operating the Parking Facilities;
- (7) Lease, rental, interest and amortization payments for Capital Assets and other Facility related assets under mutually agreeable terms;
- (8) Cost of office supplies, computer operations, forms, printing, tickets, postage and freight, and repair of office equipment;
- (9) Telephone rental charges and cell phones for management personnel; and
- (10) Other charges, expenses and costs as may be approved by the City in the annual budget or otherwise approved, in writing, by the Director.

(c) The following costs and expenses shall not be included as Total Operating Costs:

- (1) Except as otherwise provided herein, overhead costs for the Operator's corporate office or non-Airport offices, (i.e., compensation of personnel not based at either of the Airports, travel expenses outside the Greater Cleveland Metropolitan Area, and the cost of those services which the Operator contemplates performing at its corporate office whether or not actually performed there);
- (2) Costs for preparation of monthly statements and invoices in connection with this Agreement;

- (3) Any claim against the Operator arising, directly or indirectly, out of its negligence, gross negligence or willful misconduct;
- (4) Costs or expenses which are reimbursed to Operator from the proceeds of any insurance obtained by the Operator pursuant to Article IX;
- (5) Costs and expenses incurred by the Operator in connection with providing services which are outside the scope of this Agreement, including, without limitation because of enumeration, overhead, wages and payroll costs attributable to such services and all other costs incurred by the Operator in providing such services;
- (6) Late payment charges incurred by the Operator, unless and to the extent that such failure or late payment is specifically authorized by the terms of this Agreement or is specifically directed, or the result of action or lack of action, by the City or due to another cause beyond the reasonable control of the Operator; and
- (7) Costs arising from or related, directly or indirectly, to the negligence, willful misconduct, breach of this Agreement or violation of any applicable federal, state or local statutes, laws, ordinances, rules, regulations or orders.

5.3 Concurrently with the remittance made by Operator to the City pursuant to Section 3.1(c) and submittal of the monthly report required pursuant to said Article III, which remittance and report shall be made within twenty (20) calendar days after the end of each calendar month, Operator shall submit copies of time sheets, receipts, paid invoices from third party providers or such other supporting documentation as necessary to support expenditures which Operator has deducted from Gross Revenues, which shall constitute Operator's statement for Total Operating Costs not otherwise approved in an annual budget.

5.4 If any monthly statement is unacceptable to the Director, the Director shall within twenty (20) calendar days notify Operator, in writing, as to the reasons therefor and the corrective action(s) necessary, if any, to qualify the statement for approval. In such event, Operator shall present all supporting data and documentation in its possession relating to such costs and Operator's payment thereof, to the satisfaction of the Director, and the parties shall negotiate in good faith to resolve such dispute. Operator's failure to provide such data or documentation within thirty (30) calendar days of Operator's receipt of Director's written notice of unacceptable statement shall require that Operator refund to the City the disputed amount. The existence of outstanding disputed statement items shall not affect authorization for payment of approved items on the same statement, and City shall not object to payment for such approved items in accordance with Section 5.3 above.

- 5.5 The City must approve expenditures for outside services or materials (exclusive of Capital Plan Expenditures) not approved in the annual budget and in excess of One Thousand Dollars (\$1,000.00) in the aggregate for the then current budget year. If reasonably feasible, all such purchases shall be subject to a competitive bid. Purchases of materials or services from any Person in any way affiliated with the Operator shall be specifically disclosed in writing to the Director and shall be subject to the prior written approval of the Director. The foregoing shall not be deemed to restrict the Operator from taking appropriate action in the event of an emergency. Notwithstanding the foregoing, all Capital Plan Expenditures (if any), regardless of dollar amount, must be approved in advance, in writing, by the Director. The Director, in his discretion, may authorize the Operator to be reimbursed for any Capital Plan Expenditure in a single lump sum payment. Capital Plan Expenditures, whether paid directly by the City or paid by Operator and reimbursed by the City, shall not be deemed Total Operating Costs as such term is defined in this Agreement, nor deducted from Gross Revenues in the calculation of Operator's Incentive Fee.
- 5.6 No approval given or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be acceptance of deficient or unsatisfactory performance.
- 5.7 With respect to any month in which Gross Revenues actually collected by Operator are less than the total of Operator's Management Fee and Total Operating Costs for such month, resulting in a deficit, the City shall reimburse Operator the amount of such deficit within thirty (30) days after receipt of Operator's statement for same. Notwithstanding the foregoing, the City reserves the right to contest any of the Total Operating Costs for such month in accordance with Section 5.4 above.
- 5.8 Operator shall pay all amounts required by this Agreement to:

Treasurer of the City of Cleveland
C/o Key Bank Services
Lock Box 70275
5575 Venture Drive
Suite A
Parma, Ohio 44130

ARTICLE VI
STANDARDS OF OPERATION

- 6.1 The Operator shall operate the Hopkins and Burke portions of the Parking Facilities twenty-four (24) hours a day, seven (7) days a week, fifty-two weeks per year, including holidays, to accommodate the air traveling public, employees and patrons of the Airports and shall operate the Marginal Road Lot and Lot 9 and Lot 10 and the North Coast Harbor lots on a schedule as approved by the Director.

Regarding the Burke Lot and the Marginal Road Lot, these lots presently are open twenty-four (24) hours a day, seven (7) days a week, but are not staffed during all of those hours. During non-staffed hours at the Burke Lot and the Marginal Road Lot, the parking fees are collected by an automated revenue collection machine that allows the lot gates to open and close.

- 6.2 The Shuttle Services shall be operated according to a schedules approved by the Director. The initial weekly operating hours shall be as set forth in Exhibit "G" hereto. More specifically, but without limiting the foregoing, the shuttle service between the existing Federal Inspection Facility and the baggage claim area of the Terminal Building at Hopkins shall be operated eight and one half (8 ½) hours a day, seven (7) days a week, fifty-two weeks per year, including holidays. These hours, as well as all hours for the various Shuttle Services, may be periodically adjusted and such adjustments may result in revised hourly rates, as set forth in said Exhibit "G".
- 6.3 Throughout the term of this Agreement, Operator shall provide a fully qualified, competent and experienced manager, on duty at Hopkins during generally accepted weekday office hours, forty (40) hours per week. The manager shall manage and supervise Operator's day-to-day operations pursuant to this Agreement, and shall be available on an on-call basis twenty-four (24) hours per day. The manager shall have complete responsibility for the operation of the Parking Facilities and the Shuttle Services and have the authority to respond quickly and finally in all matters affecting such operations. Unless approved in writing by the Director, Operator shall not assign such manager any other management responsibility for any other operation(s) of Operator, or any other duties that would adversely affect the manager's full-time responsibilities under this Agreement. The appointment of the manager shall be subject to the prior review and written approval of the Director based on a resume detailing, inter alia, prior parking and shuttle service management experience, work history, number of employees supervised, gross revenues for operations managed and experience at airports. Any approval of a manager shall be based upon reasonable operating requirements including, but not limited to, competency, experience and availability. Operator shall ensure that, at all times during which the manager may be absent, a qualified replacement is available and empowered to act on any problems that may arise in the operation of the Parking Facilities and the Shuttle Services. Operator shall provide a different manager should the Director demand same if, in the opinion of the Director, the present manager is not performing according to the standards set forth herein.
- 6.4 In addition to a manager, Operator shall provide all other required supervisory, office and accounting personnel, exit gate cashiers, attendants, maintenance and other operating personnel as are necessary to conduct the day-to-day operations of the Parking Facilities and the Shuttle Services and to provide and ensure the proper and efficient conduct and operation of the Services on a highly professional basis at all times. The Director may, from time to time throughout

the Term of this Agreement, request either temporary or permanent addition of such other personnel to Operator's staff at Hopkins, for the performance of duties within the scope of this Agreement, whenever deemed necessary or advisable by the City. Operator shall use its best efforts to employ a reasonable and sufficient number of minorities and females with respect to the positions enumerated in this paragraph.

- 6.5 Operator's personnel shall at all times while on duty be clean, well groomed, neatly dressed and appropriately uniformed, except for the manager, who need not be uniformed. All personnel shall at all time wear badges displaying the company and employee names. All personnel shall be courteous and efficient, and shall conduct themselves in a dignified, highly professional, businesslike manner. Operator's personnel shall not use profanity, engage in any loud, boisterous or otherwise offensive or disturbing speech or conduct, nor display any rudeness whatsoever to any Person using the Parking Facilities or the Shuttle Services. Operator's personnel shall not smoke, eat or drink at the Parking Facilities, or while operating vehicles used in the Shuttle Services. Upon objection by the Director concerning the conduct, demeanor or appearance of Operator's personnel, Operator shall take all steps necessary to remove the cause of the objection. In the event a person is removed by Operator from service due to violation of the provisions of this Article, or any other relevant provision of this Agreement, Operator agrees to indemnify, defend and hold the City and its employees harmless from any claim, action or damages of any nature, including but not limited to wrongful termination by such removed person, his heirs or assignees.
- 6.6 The Operator shall furnish services impartially to each User and shall not favor any User over any other User.
- 6.7 The Operator shall perform the Services in an efficient, prudent and economical manner, and shall in good faith act to keep the Total Operating Cost to a minimum consistent with the level and type of service desired by the City. The Operator shall comply with all directives, rules and procedures prescribed by the Director and all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the City, which may be applicable to Operator's performance of the Services.
- 6.8 The Operator shall not add any service charges or other fees to the rates set by the Director for use of the Parking Facilities or the Shuttle Services without the prior written approval of the Director.
- 6.9 Upon execution of this Agreement and prior to October 31st of each calendar year (or such other date as the Director may establish) during the time this Agreement is in effect, the Operator shall submit for the Director's approval, the Operator's proposed budget and staffing plan for the Services for the next calendar year, all

in a report format acceptable to the Director. The Director shall, at any time, have the right to require the Operator to modify the report format. The budget and staffing plan shall include an identification of job positions, scope of duties, salary and wage levels. The Operator shall provide personnel for the Services in accordance with the approved staffing plan. At the reasonable request of the Director, the Operator shall periodically submit to the Director a revised budget. The revised budget shall be subject to the prior written approval of the Director.

- 6.10 Employees of the Operator engaged in performing Services hereunder shall be considered employees of the Operator for all purposes and shall under no circumstances be deemed to be employees of the City. The Operator shall train and, as necessary, retrain its employees in accordance with training procedures to be developed by Operator on or before the commencement of Services under this Agreement and approved in writing by the Director. The City shall not have the right or responsibility to supervise or control any employee of the Operator. Any complaint or request concerning the performance of services by the Operator shall be made by the City to Operator in writing. When present at the Airports, the Marginal Road Lot, Lot 9, Lot 10 or the North Coast Harbor lots, the Operator's employees shall not display any insignia or name of any Person other than that of the Operator.
- 6.11 The Operator assumes all responsibility for establishing workable and satisfactory relations with its employees and any authorized employee representative representing the Operator's personnel who are engaged in the performance of services hereunder, including, without limitation because of enumeration, responsibility for labor negotiations, arbitration and grievance hearings which may involve such personnel.

ARTICLE VII

ACCOUNTING; AUDIT

- 7.1 The Operator shall at all times keep complete and accurate books, records and accounts in accordance with generally accepted accounting principles, consistently applied from which it shall determine Gross Revenues, Net Revenues and Total Operating Costs, as described in Article V and the fees and charges therefore payable, the allocation of such costs and fees, the amount of any credits to be allocated to the City and the allocation thereof.
- 7.2 The Operator shall maintain documents and provide accounting services which shall include but not be limited to the following:
- (a) Maintain a general ledger, including, without limitation because of enumeration, journals, subsidiary ledger interfaces, software upgrades, account reconciliation's and monthly and annual trial balance compilations;

- (b) Maintain an accounts receivable ledger, including, without limitation because of enumeration, receipts posting, cash application, past due correspondence and follow-up, prepare past due aging summaries along with documentation and follow-up for bankrupt accounts;
 - (c) Invoice and collect fees from Users and other Persons who use the Parking Facilities and Shuttle Services; and
 - (d) Process all required payments to the City, process accounts, management fees, rental payments, professional fees, and other miscellaneous payments.
- 7.3 Any authorized representative of the City shall, at all reasonable times, have the right to audit, inspect and examine the Operator's accounting books and financial records relating to the Services provided under this Agreement, including, but not limited to, Gross Revenues, Net Revenues and Total Operating Costs, records of hours expended, personnel utilized, payments of employee salaries and benefits. If any such audits or inspections establish an error or overpayment the parties shall promptly resolve the matter to the satisfaction of the City.
- 7.4 Operator shall retain all records, documents and files related to this Agreement for a period of three (3) years following the date of the City's final payment to Operator for Services performed in a location in Cuyahoga County, Ohio. The City shall have the right to obtain copies of any of the aforesaid documents. If so requested by the City, Operator shall provide the requested documents: (i) in an electronic format compatible with Department of Port Control software and (ii) a paper copy.
- 7.5 Operator shall also file with the City, within one hundred twenty (120) days after the close of each Agreement Year (defined below), a statement of Gross Revenues and Total Operating Costs of the Agreement Year (the "Annual Statement"). The Annual Statement shall be prepared in accordance with generally accepted accounting principles, consistently applied. "Agreement Year" shall mean the 12-month period commencing on the Other Services Commencement Date and each consecutive 12-month period thereafter during the Term. In the event of a partial Agreement Year (for example, if this Agreement is terminated prior to expiration), the Annual Statement shall be due within 120 days after the close of such partial Agreement Year. The Annual Statement shall have been reviewed by an independent certified public accountant ("CPA") applying generally accepted auditing standards and shall be accompanied by the CPA's unqualified opinion pertaining to such statement. A copy of the CPA's opinion shall be submitted with the Annual Statement. The CPA's review and report shall be in accordance with Auditing Standards Nos. 62 and 77 and any Statements on Auditing Standards subsequently issued by the American Institute of Certified Public Accountants pertaining to special reports. At the time Operator files the Annual Statement, Operator shall deliver to the City a statement, based on the results of the Annual Statement, showing the amount of any under-stated or over-stated Gross Revenues,

any under-stated or over-stated Total Operating Costs, and any amount(s) due either the City or Operator based on any such under-statements or over-statements (as applicable), including any adjustment to Operator's Incentive Fee indicated. Remittance of any amounts due the City shall accompany such statement. Any amounts due Operator shall be paid by the City to Operator within thirty (30) days of the date of the Annual Statement, or Operator may deduct such amounts from Gross Revenues to the extent sufficient.

ARTICLE VIII
PAYMENT TERMS

- 8.1 Beginning on the second month of the Term of this Agreement, and continuing each month until and including the month immediately following the termination or expiration of this Agreement, on or before the twentieth (20th) calendar day of each calendar month, without prior demand, the Operator shall submit to the City all Gross Revenues collected for the preceding calendar month, net of the Management Fee, Shuttle Services Fee, Incentive Fee and Total Operating Costs of the preceding calendar month, together with reports setting forth Gross Revenues and derived from the operation of the Parking Facilities and the Shuttle Services for the preceding calendar month, and the Management Fee, Shuttle Services Fee, Net Revenues and Total Operating Costs for the preceding calendar month, all as required pursuant to Article III above, in a report format acceptable to the City. The City shall have the right to require Operator to modify the report format at any time, upon reasonable notice. The Gross Revenues collected by Operator shall be held in a federally insured bank account established by Operator for the City's benefit and shall be considered the City's property prior to remittance to the City as required herein.
- 8.2 Any net proceeds (i.e., Gross Revenues collected less Management Fee, Shuttle Services Fee, Incentive Fee and Total Operating Costs) for the previous calendar month and not remitted to the City by the twentieth (20th) calendar day of each calendar month will bear interest at the prime rate as established from time to time by KeyBank, N. A., Cleveland, Ohio, its successors and assigns, or such other national commercial bank as the City may reasonably designate from time to time, and in effect on the first day of the month preceding such delinquency, compounded monthly, from the date such amount is due and owing until Operator has made payment in full, including interest. In addition, Operator shall be charged at the time such delinquency first occurs, a one-time penalty fee of ten percent (10%) on each delinquent balance.

ARTICLE IX
INSURANCE, PERFORMANCE BOND

- 9.1 Each party shall give to the other prompt and timely written notice of any claim made or suit instituted to its knowledge which in any way, directly or indirectly,

affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest.

9.2 Operator shall maintain with insurance underwriters satisfactory to the City commercial general liability ("CGL") and, if necessary, commercial umbrella insurance covering the Operator and the City, as their interest may appear, against claims for bodily injury, personal injury, death and property damage occurring in, on or about the Airports. Such insurance shall have a limit of not less than Five Million Dollars (\$5,000,000) each occurrence or any other increased amount as the City may reasonably require. If such CGL insurance contains a general aggregate limit, it shall apply separately to operations under this Agreement and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract. The cost of insurance required pursuant to this Section 9.2 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.

9.3 If Operator shall use motor vehicles on the aircraft ramps, taxiways or runways of either Airport the limit of the CGL insurance required to be maintained by the Operator under Section 9.2 shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence or any other increased amount as the City may reasonably require. Full policy limits shall apply to this Agreement in respect to operations under this Agreement. The cost of insurance required pursuant to this Section 9.3 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.

9.4 If Operator uses motor vehicles on the Airports, Operator shall, at its own expense, maintain business automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than Five Million Dollars (\$5,000,000) each occurrence or any other increased amount as the City may reasonably require. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) while on Airport property. If Operator shall use motor vehicles on the aircraft ramps, taxiways or runways of either Airport the limit of the automobile liability insurance required to be maintained by Operator shall be increased to a limit of not less than Ten Million Dollars (\$10,000,000) each occurrence or any other increased amount as the City may reasonably require. The cost of insurance required pursuant to this Section 9.4 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.

9.5 Operator shall procure burglary and robbery expense in an amount not less than Fifty Thousand Dollars (\$50,000). The cost of insurance required pursuant to this Section 9.5 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.

- 9.6 Operator shall procure workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio. The cost of insurance required pursuant to this Section 9.6 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.
- 9.7 Operator shall maintain statutory unemployment insurance protection for all its employees. The cost of insurance required pursuant to this Section 9.7 shall be deemed a Direct Cost except as to insurance pertaining to the Shuttle Services, which shall be Operator's expense.
- 9.8 All policies (except Workers' Compensation, Employer's Liability, Burglary and Unemployment Insurance) shall include the City and all of its officers, employees and agents as additional insureds. The inclusion of the City as an additional insured is not intended to and shall not make the City a partner or joint venturer with Operator in Operator's operations at the Airport.
- 9.9 Upon execution of a contract, Operator shall provide the Director with a certificate of insurance which shall include a copy of the additional insured endorsement naming the City as an additional insured to the extent of the Operator's indemnification obligations hereunder, and copies of the certificates of insurance for every insurance policy required hereunder. Such documents shall as to form, coverage, carrier and limits be satisfactory to and approved by the Director of Law of the City of Cleveland ("Director of Law"). If at any time the coverage, carrier or limits on any policy or the insurance requirements contained herein shall become unsatisfactory to either the Director of Law or the Director, Operator shall, forthwith, provide a new policy meeting the requirements of said Director of Law. The additional insured coverage provided the City under Operator's insurance policy shall be primary with respect to Operator's general liability, notwithstanding other insurance covering the City.
- 9.10 Operator's required insurance shall be primary and noncontributory with respect to any other insurance available to or for the benefit of the City. Operator's insurance policies shall contain a severability of interest clause. Any deductibles or retentions are subject to approval by the City. Such approval shall not be unreasonably withheld, delayed or conditioned.
- 9.11 Concurrent with execution of this Agreement, Operator shall, at its own expense, furnish City with a bond for Operator's faithful performance of this Agreement in the equal to six (6) months Management Fee, issued by a surety company licensed to do such business in the State of Ohio and acceptable and satisfactory to the City, which performance bond shall be maintained and kept by Operator in full force and effect from the date of the signing of this Agreement. The performance bond shall be conditioned to insure the faithful and full performance by Operator of all the covenants, terms and conditions of this Agreement and to stand as security for the payment by Operator of any valid claim by City against Operator. If at any time this Agreement terminates or is terminated, there is still due and

owing to City any sum payable under the terms hereof, or, if City has any claim against Operator arising out of this Agreement, then the amount of said bond, or any part thereof, shall be applied toward payment of the amount due or in settlement of the claim or claims by City against Operator. If such performance bond is insufficient to satisfy the amount of City's claim, then any balance due City after application of the amount of the performance bond shall be payable to City by Operator or its surety.

- 9.12 Operator shall, as a Direct Cost (except as pertains to the Shuttle Services), maintain surety bonds for all of its employees (employee fidelity insurance or a commercial crime policy with an employee dishonesty insuring agreement) in an amount not less than One Hundred Thousand Dollars (\$100,000) per employee and Burglary and Robbery insurance in an amount not less than Fifty Thousand Dollars (\$50,000).
- 9.13 At the written request of the City, Operator shall obtain other forms of insurance coverage, if commercially available, against hazards in addition to those specified in this Article IX or in limits higher than those set forth in this Article IX. The cost of any such additional insurance shall be included in the Total Operating Costs.
- 9.14 In the event a vehicle used in the Shuttle Services is damaged, destroyed or lost, such damage, destruction or loss shall be, unless otherwise directed by the City, repaired or replaced by Operator with due diligence. Operator shall apply to such repair or replacement all or so much as may be necessary of the proceeds of insurance, if any, available to it by reason of such damage, destruction or loss.
- 9.15 Notwithstanding Sections 9.14, in the event the damage, destruction or loss of any Parking Facility or vehicle used in the Shuttle Services is caused by the negligent or willful act or omission of Operator, its officers, directors, employees or agents, or in the event any Parking Facility is damaged or destroyed by the negligent or willful act or omission of Operator, its officers, directors, employees or agents, Operator shall bear full financial responsibility for any uninsured losses or applicable policy deductibles. This provision shall not in any way limit Operator's obligations pursuant to Article X.

ARTICLE X **INDEMNIFICATION**

- 10.1 Operator shall assume, defend, indemnify and hold harmless the City, its elected officials, managers, officers, agents, employees and its successors and assigns, for and from any and all claims, losses, costs, damages, expenses and liabilities from loss of life or damage or injury to persons or property of any Person, including but not limited to the agents, employees, invitees and licensees of either of the parties hereto and to the property of any of them arising out of or connected with or incidental to the negligent acts, errors or omissions of Operator related, either

directly or indirectly, to the management, operation, maintenance, use, or condition of the Parking Facilities or the Shuttle Services, the exercise of Operator's rights hereunder, or the covenants and obligations of the Operator under this Agreement, except to the extent caused by the negligent acts or omissions of the City or its employees or agents, with counsel reasonably acceptable to the Director of Law. With respect to claims covered by Operator's insurance, Operator shall not be required to obtain the City's pre-approval of counsel selected by Operator's insurer; however, the City may object to any such insurance counsel in the City's reasonable discretion. Operator shall pay all costs, expenses, claims, fines, penalties, damages and attorneys' fees that may in any manner arise out of or be imposed because of Operator's failure to comply with this Article X or the provisions of Article IX, whether or not assessed by any governmental body against the City as either property owner or as Airport operator.

ARTICLE XI SECURITY

- 11.1 The Operator shall be responsible for compliance with Port Control, Transportation Security Administration and Federal Aviation Administration imposed security requirements in the use of the Parking Facilities or the Shuttle Services by Operator's employees and invitees and all Users and all others to the extent Operator has authority to exercise control over such Users and others. In the event that a security violation by Operator occurs at either Airport, and the City is assessed a civil penalty by the Transportation Security Administration and/or the Federal Aviation Administration as a result of such violation, then, in such event, Operator shall reimburse the City the amount of such penalty promptly upon receipt of invoice therefor. Operator reserves the right to recover any penalty, not due to a violation by its own employees, from the invitee or User whose employee or invitee committed the violation resulting in such fine.

ARTICLE XII COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 12.1 Operator, its officers, agents, servants, employees, contractors, licensees and any other person over which the Operator has the right to exercise control shall comply with all present and future laws, ordinances, orders, directives, codes, rules and regulations of the federal, state and local governmental agencies, including those of the City, which may be applicable to Operator's operations at the Airports, the Shuttle Services, the Marginal Road Lot, Lot 9, Lot 10 or the North Coast Harbor lots including Environmental Laws. This Agreement is expressly made subject to all such laws, ordinances, orders, directives, codes rules and regulations.

- 12.2 Operator, its officers, agents, servants, employees, contractors, licensees and any other person over which Operator has the right to exercise control shall comply with all rules, regulations and directives of the Director as may be issued from time to time in the interests of protecting health, safety, sanitation and good order on or about the Airport.
- 12.3 Operator shall procure from all governmental authorities, including the City, having jurisdiction over the operations of Operator under this Agreement all licenses, certificates, permits or other authorizations, which may be necessary to conduct its operations or any activity, authorized by the terms hereof.
- 12.4 In addition to the payment of any civil penalty assessed pursuant to Article XI, above, Operator agrees to pay, and hereby guarantees payment of all lawful fines and penalties as may be assessed by the City or against the City for violations of federal, state or local laws, ordinances, ruling or regulations, or City rules and regulations by Operator or its officers, agents, servants, employees, contractors, licensees or any other person over which Operator has the right to exercise control (excluding parking customers and shuttle customers) including Environmental Laws within thirty (30) calendar days of written notice of such fines or penalties.
- 12.5 This Agreement is subordinate to the provisions of any existing or future agreements between the City and the United States Government or any agency thereof relative to the operation or maintenance of the Airports.

ARTICLE XIII **INDEPENDENT CONTRACTOR**

- 13.1 The Operator shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions or annuities now or hereafter imposed under any State or Federal law which are measured by wages, salaries or other remuneration paid to persons employed by Operator on work performed under the term of this Agreement and further agrees to obey all rules and regulations which are now or hereafter may be issued or promulgated under said respective laws by duly authorized State or Federal officials; and said Operator also agrees to indemnify and save harmless the City from any such contributions, taxes or liability therefor.

ARTICLE XIV **DEFAULT AND REMEDIES**

- 14.1 Operator shall be in default of this Agreement upon the occurrence of any one or more of the following events of default:
- (a) Pay any amounts owed to the City;

- (b) Operator becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment of the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
- (c) By order or decree of a court, Operator is adjudged bankrupt or an order is made approving a petition filed by any of the creditors or, if Operator is a corporation, by any of the stockholders of Operator, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any State thereof;
- (d) A petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against Operator and is not dismissed within thirty (30) calendar days after the filing thereof;
- (e) The interest of Operator under this Agreement is transferred to, passes to or devolves upon, by operation of law or otherwise, any Person, other than in accordance with the Agreement provisions;
- (f) Operator, if a corporation, without prior written approval of the City becomes a possessor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution;
- (g) Operator, if a partnership or is doing business as a partnership and said partnership is dissolved as the result of any act or omission of its partners or any of them, or by operation of law or by the order or decree of a court having jurisdiction, or for any other reason whatsoever;
- (h) By or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Operator, and such possession or control continues in effect for a period of fifteen (15) calendar days;
- (i) Any lien is filed against any property of the City because of any act or omission of Operator and is not removed or contested within thirty (30) calendar days;
- (j) Operator voluntarily abandons, deserts, vacates or discontinues its operations under this Agreement;

- (k) Operator fails to keep, perform and observe every other promise, covenant and agreement set forth herein on its part to be kept, performed or observed within ten (10) calendar days after receipt of written notice of default hereunder from the City; or
- (l) An event of default occurs under any other agreement or lease between the City and Operator for property at either Airport or relating to either Airport, which is not cured within the right-to-cure periods set forth in such other agreement or lease.

Except as otherwise provided above in a specific event of default and except for the failure to pay any amount owed to the City for which there shall be no right to cure, the Operator shall have thirty (30) calendar days after receipt of written notice of an event of default to cure the same. Notwithstanding the foregoing, Operator may have such longer period of time as may reasonably be required to accomplish such cure provided Operator has received written approval of the Director for such longer period of time and has commenced performance of such corrective measures by the fifth (5th) calendar day after written approval, in such fashion as will permit Operator to complete performance within the approved extended time period.

14.2 Remedies: Upon any occurrence mentioned in subparagraphs (a) through (l) above, or at any time thereafter during the continuance thereof, the City may, at its option, exercise concurrently or successively, any one or more of the following rights and remedies:

- (a) Without waiving such default, to pay any sum required to be paid by Operator to others than the City and which Operator has failed to pay under the terms and conditions of this Agreement. Operator shall repay to the City, on demand, any amount so paid by the City with interest thereon at the prime rate then established by and in effect at KeyBank, N. A., its successors and assigns, compounded monthly, from the date of such payment until Operator has made payment in full, including interest;
- (b) Enjoin any breach or threatened breach by Operator of any of the covenants, agreements, terms, provisions or conditions hereof;
- (c) Sue for the performance of any obligation, promise or agreement devolving upon Operator for performance of or for damages for the nonperformance thereof, all without terminating this Agreement; and/or
- (d) Terminate this Agreement.

All rights and remedies granted to the City herein and any other rights and remedies which the City may have at law and in equity are hereby declared to be cumulative and not exclusive; and the fact that the City may have exercised any remedy without

terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which the City may be otherwise entitled.

14.3. Default by City. In the event of a default by the City of any of its obligations under this Agreement, Operator may pursue any and all remedies available at law or in equity including (without limitation) termination of this Agreement, provided the City is give written notice of any alleged default and allowed thirty (30) days from the date of such notice in which to cure the default; provided, however, if the City cannot reasonably cure the alleged default within thirty (30) days, then the City shall have such additional time to cure the alleged default as is reasonable under the circumstances provided that the City shall commence curing the alleged default upon notice from Operator and shall thereafter diligently pursue such cure.

ARTICLE XV
NOTICES AND DOCUMENTS

15.1 All notices, requests, demands, documents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party (including without limitation service by overnight courier service) to whom notice is given, or on the fifth (5th) calendar day after mailing if mailed to the party to whom notice is given, by first class mail, registered or certified, postage prepaid, at the address set forth below, or on the date of service if delivered by facsimile to the facsimile number set forth below which facsimile is confirmed. Any party may change its address for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

If to the City: City of Cleveland
C/o Director of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Fax: (216) 265-6096

If to Operator: Standard Parking Corporation
C/o Executive Vice President-
Airports & Transportation
1301 East 9th Street
Suite 1050
Cleveland, Ohio 44114
Fax: (216) 523 - 8080

With a copy to: Standard Parking Corporation
C/o Legal Department
900 North Michigan Avenue
Suite 1600
Chicago, Illinois 60611
Fax: (312) 640-6162

ARTICLE XVI
GOVERNMENTAL AND SUBORDINATION PROVISIONS

16.1 Operator, in its performance of the Services shall not, on the grounds of race, creed, color, sex or national origin, age or handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation.

Operator affirmatively covenants and agrees to comply with Part 21 of said Regulations as it now exists or may hereafter be amended, the special conditions required by assurances with the United States of America as contained in Exhibit "H" attached hereto and by this reference incorporated herein and any other present or future laws, rules, regulations, orders or directives of the United States of America with respect thereto which, from time to time, may be applicable to Operator's operation at the Airports, whether by reason of agreement between the United States of America and the City, or otherwise. The City may take such action as the Federal Government may direct to enforce the foregoing covenants.

- 16.2 This Agreement is a "contract" and Operator is a "contractor" within meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of this Agreement, Operator shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(B) of the Codified Ordinances, as contained in Exhibit "I" attached hereto and by this reference incorporated herein. A copy of such clause shall be made a part of every subcontract or agreement entered into, and shall be binding on all persons, firms and corporations with whom Operator may deal.
- 16.3 This Agreement is subject to and subordinate to the provisions of any Agreement heretofore or hereafter made between the City and the United States Government and /or the State of Ohio relative to the operation, maintenance, development or administration of the Airports, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to the City for Airport purposes, or to the expenditure of Federal or State of Ohio funds for the improvement or development of the Airports, including the expenditure of Federal funds for the development of the Airports in accordance with provisions of the Federal Aviation Act of 1958, as amended from time to time.
- 16.4 Nothing herein contained shall be deemed to grant the Operator any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act for the conduct of any activity on the Airports, except that, subject to the terms and conditions hereof, Operator shall have the exclusive right to manage, operate and maintain the Parking Facilities and the Shuttle Services to the extent specified under the provisions of this Agreement.

ARTICLE XVII
ASSIGNMENT, DELEGATION AND CHANGE OF OWNERSHIP

- 17.1 Operator may not assign, transfer, subcontract, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created hereunder, nor shall any subcontractor commence performance of any part of the services included in this Agreement, without first obtaining written consent from the City, as expressed by Resolution of the City's Board of Control. Upon any attempt by Operator to do otherwise, this Agreement shall immediately terminate.

- 17.2 Operator shall be and remain solely responsible to the City for the acts, omissions or faults of all subcontractors and of such subcontractors' officers, agents and employees, all of whom shall for this purpose be deemed to be agents and/or employees of Operator. As a prior condition to approval of a subcontractor, and in addition to approval by the Board of Control, Contractor shall file a conformed copy of the applicable subcontract with the City. Operator and subcontractors shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payments of any sums due any subcontractor(s).

ARTICLE XVIII
FORCE MAJEURE

- 18.1 The Operator shall be excused from, and shall not be liable for, any impairment or interruption of Service due to causes beyond its reasonable control. Such causes shall be deemed to include, without limitation because of enumeration, fire, earthquake, explosions, epidemics, quarantine restrictions, flood, power shortages, accidents, war (whether declared or undeclared), warlike operations, insurrections, acts of public enemies, civil commotion, riots, rebellions, embargoes, transportation delays, materials controls, court orders, regulations, rulings or acts of any governmental agency now existing or hereafter in effect (not arising from a breach of the Operator's obligations under this Agreement) and acts of God. Nevertheless, in the event of any impairment or interruption of Service resulting from such cause or causes, the Operator shall use its best efforts to eliminate such impairment or interruption as soon as possible and in the interim to provide such Services hereunder as may be practicably performed by the Operator.
- 18.2 Notwithstanding the foregoing, City shall have the right to terminate this Agreement and take over the operations of the Operator itself or through another contractor upon twenty-four (24) hours' notice in the event that any labor dispute, boycott, embargo, labor stoppage, slowdown or strike is directed against Operator which either closes it operation of any or all of the Services or materially impairs its ability to accommodate Users to any substantial degree.

ARTICLE XIX
OTHER SERVICES BY THE OPERATOR

- 19.1 The Operator, to the extent permitted by the City, may render other services to individual Users and other Persons, other than those services constituting the subject matter hereof, including but not limited to operating other parking facilities, on such terms and conditions as are agreed upon by the Operator and each individual User or other Person, so long as the rendering of such services does not interfere with the Operator's performance of its obligations hereunder. Payments for other services provided by the Operator to individual Users or other

Persons outside the scope of this Agreement shall be made directly from the User or other Person to the Operator.

ARTICLE XX
ENVIRONMENTAL

- 20.1 The Operator shall be proactive with regard to all environmental issues affected by the Services and shall incorporate best industry standards and practices in its operations at all time by aggressively identifying and employing environmentally "friendly" products and processes in its activities pursuant to this Agreement.
- 20.2 In performance of the Services, Operator agrees to comply with all applicable present and future environmental and safety rules, regulations, restrictions, ordinances and/or other laws of Federal, State or local governmental entities relating to Hazardous Substances.
- 20.3 In consideration of the Management Fee paid to Operator to perform the Services, the provisions of Article IX notwithstanding, Operator shall be responsible for and the Operator shall defend, indemnify and hold harmless the City against any costs, claims, or damages associated with environmental contamination caused by the negligence, gross negligence or willful misconduct of the Operator. The Operator shall pay for costs of any deductible amounts, insurance exclusions, disclaimers or uncovered liabilities or other damages resulting from the negligence of the Operator.

ARTICLE XXI
INTEREST OF OPERATOR

- 21.1 Operator hereby certifies that beginning on the date this Agreement was awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I) (3) and 3517.13(J) (3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I) (1) and 3517.13(J) (1). Operator has executed and submitted to the City an affidavit to such effect, which affidavit is attached hereto as Exhibit "J" and by this reference incorporated herein. Operator further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. Operator further covenants that no person having any such interest shall be employed in the performance of this Agreement.

ARTICLE XXII
GENERAL PROVISIONS

- 22.1 No waiver of breach by the City and/or Operator of any terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the

terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

- 22.2 The headings of the several articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.
- 22.3 In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision herein contained will not affect the validity of any other covenant, condition or provision; provided that the validity of any such covenant, condition or provision does not materially prejudice either the City or Operator in its respective rights and obligations contained in the valid covenants or provisions of this Agreement.
- 22.4 Notwithstanding any other provision hereof, the Operator hereby waives any claim against the City and its officers, agents or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable or delaying the same or any part thereof from being carried out whether based on contract, tort, strict liability or any other theory of liability.
- 22.5 It is further covenanted and agreed that the City reserves the right to further develop or improve the Airports and all landing areas and taxiways as it may see fit, regardless of the desires or views of the Operator and without interference or hindrance.
- 22.6 The parties incorporate herein by reference all provisions lawfully required to be contained herein by any governmental body or agency.
- 22.7 All references to statutory provisions and current or proposed rules and regulations (collectively "Laws") shall be deemed to include any amendment or other revision to those Laws and shall also be construed to refer to the corresponding provisions of any Laws enacted to replace Laws referenced in this Agreement.
- 22.8 Nothing contained herein shall be deemed or construed by the City or Operator, or by any other parties, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship, between the parties hereto. The City and Operator shall understand and agree that neither the Management Fee, nor any other provision contained herein, nor any acts of the City or Operator creates a relationship other than the relationship of independent contractor as permitted by the City.

- 22.9 No director, officer, elected official, agent or employee of the City or Operator shall be charged personally or held contractually liable by or to the other party under the provisions of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.
- 22.10 This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, where permitted by this Agreement.
- 22.11 In the event that the Federal Aviation Administration or any successor agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of either Airport, or otherwise, the Operator agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.
- 22.12 Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 22.13 This Agreement is governed and construed in accordance with the laws of the State of Ohio but not including the choice-of-laws rules thereof.
- 22.14.1 Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally but only by an instrument in writing signed by both parties.
- 22.15 The provisions of all indemnity provisions contained in this Agreement shall survive expiration or earlier termination of this Agreement.
- 22.16 Operator shall comply with all emergency plans established by the Director, the FAA or other agencies with mandating authority.
- 22.17 Operator shall remove abandoned vehicles from the Parking Facilities in accordance with the abandoned vehicle policy set forth by the Cleveland Police Department.
- 22.18 The City reserves the right from time to time during the Term, in its discretion, to add or delete lots to or from the Parking Facilities hereunder and to convert the use of any lots from one purpose to another (for examples, but without limitation, converting an employee lot to a public parking lot, or converting a parking lot to a shuttle lot). In the event of any such actions by the City, the City and Operator shall mutually agree upon any needed changes to the annual budget of Direct Costs and Indirect Costs, as well as any changes to the Management Fee, Shuttle Services Fee and/or Incentive Fee, in response to such City-initiated or City-approved changes to the lots or Services.

- 22.19 The Operator shall develop a marketing and promotion plan, including a strategy for competing effectively with off-airport parking operators and maximizing the generation of income, for approval by the Director. Operator shall, after this marketing and promotion plan is approved, implement same. This marketing and promotion plan shall be reviewed and updated periodically as market conditions change. The Operator shall prepare and conduct at Operator's expense, one or more customer surveys, at the Director's request, to gauge the effectiveness of this marketing and promotion plan. Notwithstanding the foregoing the City reserves the right to market the Hopkins' parking program as a component of its overall Hopkins marketing strategy.
- 22.20 The Operator shall support and/or participate in Port Control-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include payment of a nominal fee up to Three Hundred Dollars (\$300.00) per annum at the Director's discretion.

ARTICLE XXIII
ENTIRE AGREEMENT

23.1 The parties hereto understand and agree that this document contains the entire agreement of the parties. The parties further understand and agree that neither party nor its agents have made representations or promises with respect to this Agreement except as expressly set forth herein; and that no claim or liability shall arise for any representations or promises not expressly stated in this Agreement. Any other writing or parol agreement with the other party being expressly waived.

IN WITNESS WHEREOF, the City of Cleveland has caused its name to be affixed hereto by its Director of Port Control and Standard Parking Corporation has caused its name to be affixed hereto by its authorized representative, as of the date first above written.

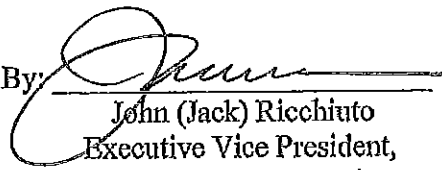
CITY OF CLEVELAND

By: _____


Ricky D. Smith
Director of Port Control

STANDARD PARKING CORPORATION

By: _____


John (Jack) Ricchiuto
Executive Vice President,
Airports & Transportation

Federal ID No.: 16-1171179

The legal form and correctness
of this document are hereby approved.

BARBARA LANGHENRY
INTERIM DIRECTOR OF LAW

By: _____


Jack M. Arnold
Assistant Director of Law

Date: _____

2/1/2012

EXHIBIT "A"

CITY COUNCIL ORDINANCE

EXHIBIT "B"

BOARD OF CONTROL RESOLUTION

Copy Attached.

BOARD OF CONTROL

Received, *11/18/12*

Approved, *11/18/12*

Adopted, *11/18/12*

[Signature]
Secretary

RESOLUTION No. 0018-12

By: Director Smith

BE IT RESOLVED by the Board of Control of the City of Cleveland that, under the authority of Ordinance No. 247-11, passed by the Council of the City of Cleveland on June 6, 2011, Standard Parking Corporation ("Consultant"), is selected upon the nomination of the Director of Port Control from a list of qualified persons or firms determined after a full and complete canvass by the Director of Port Control as the firm of consultants available to be employed by contract to supplement the regularly employed staff of the several departments of the City to provide professional services necessary to provide parking management services for the Department of Port Control for a period of five years, with one five-year option to renew.

BE IT FURTHER RESOLVED that the Director of Port Control is authorized to enter into a written contract with Standard Parking Corporation for the above-mentioned services, based upon its proposal dated October 28, 2011, which contract shall be prepared by the Director of Law, shall provide that the compensation to Standard Parking Corporation for the services authorized shall not exceed \$662,477.00 plus one-half of one percent of net revenues and approved reimbursable maintenance and operating expenses, and shall contain such other provisions as the Director of Law deems necessary to protect and benefit the public interest.

BE IT FURTHER RESOLVED by the Board of Control that the employment of the following subconsultants by Standard Parking Corporation is approved:

Subconsultant	Percentage	Amount
Kilbane's Auto Service, Inc.	1.08% CSB	\$ 54,800.00
Advantage Health Care, Inc.	0.04% CSB/FBE	\$ 2,260.00
R-Cap Security, LLC	0.59% CSB/MBE	\$ 30,240.00
MGL, Inc.	2.52% CSB/MBE	\$127,296.00
The Security Management Group	5.55% CSB/MBE	\$280,463.00
Insigna Graphics, LLC	0.33% CSB/MBE	\$ 17,057.00
Fabrizi Recycling, Inc.	1.22% CSB/MBE	\$ 62,000.00
Hall Harris, LLC	6.09% CSB/MBE	\$307,696.00
Fastsigns	0.03% CSB/MBE	\$ 1,735.00
J & L Work Apparel, Inc.	0.08% FBE	\$ 4,160.00

Yeas: Interim Director Langhenry, Directors Dumas, Withers, Cox, Butler, Flask, Rush, Southerington, Nichols, Parnich, Rybka
Absent: Mayor Jackson, Director Smith
Nays: None

BOARD OF CONTROL

Received 1/18/12

Approved 1/18/12

Adopted 1/18/12

Secretary

RESOLUTION No. 0034-12

By: Director Smith

WHEREAS, under the authority of Ordinance No.247-11, passed by the Council of the City of Cleveland on June 6, 2011, and Board of Control Resolution No. 18-12, adopted January 18, 2012, the City through its Director of Port Control, approved the award of a contract to Standard Parking Corporation "to provide professional services necessary to provide parking management services for the Department of Port Control"; and

WHEREAS, Resolution No. 18-12, adopted January 18, 2012, incorrectly stated that the compensation to be paid to Standard Parking Corporation shall not exceed "\$662,477.00 plus one-half of one percent of net revenues and approved reimbursable maintenance and operation expenses"; now, therefore,

BE IT RESOLVED by the Board of Control of the City of Cleveland that Resolution No. 18-12, adopted January 18, 2012, is amended by deleting "one-half" after "\$662,477.00 plus" and inserting ".35%" and deleting "net" after "one percent of" and inserting "gross".

BE IT FURTHER RESOLVED that all other terms of Resolution No. 18-12 not expressly amended by this resolution shall remain unchanged and in full force and effect.

Yeas: Interim Director Langhenry, Acting Director Hardy, Directors Withers, Smith, Cox, Butler, Flask, Rush, Southerington, Fumich, Rybka
Absent: Mayor Jackson, Directors Nichols
Nays: None

EXHIBIT "C"

DESCRIPTION OF PARKING FACILITIES

EXHIBIT "D"

CITY'S REQUEST FOR PROPOSAL

EXHIBIT "E"

OPERATOR'S PROPOSAL

EXHIBIT "F"

INITIAL BUDGET

OPERATING EXPENSES

Compensation, Taxes & Benefits

Hopkins - Management, Supervision and Office Salaries	\$391,744
Hopkins - Cashier Wages	351,069
Hopkins - Maintenance Wages	81,120
Hopkins - License Plate Inventory Wages	64,048
Hopkins - Customer Service Agents Wages	40,040
Hopkins - Police Officer Wages	50,814
Burke - Management, Supervision and Office Salaries	16,200
Burke - Cashier Wages	25,958
Burke - Event and Maintenance Wages	6,102
Marginal Road Lot - Management and Office Salaries	16,200
Marginal Road Lot - Cashiers	27,472
Marginal Road Lot - Event Staff	1,560
Lot 9 & Lot 10 - Event Staff	1,035
North Coast Harbor Lots - Management & Supervision	13,600
North Coast Harbor Lots - Cashiers	44,428
North Coast Harbor Lots - Event Staff	12,720
Overtime Premium	17,599
Vacation Pay	45,545
Holiday Pay	44,543
Sick Pay	32,674
Subtotal - Compensation	\$1,284,473
P/R Taxes - FICA/FMHI, SUTA & FUTA	\$114,092
P/R Cost - 401K and Pension	31,389
P/R Cost - Life/Hospital Insurance	98,479
P/R Cost - Workers Compensation	58,700
P/R Cost - Welfare	210,000
Subtotal - Taxes & Benefits	\$512,661

Operating Expenses

Uniforms and Laundry	\$10,160
Supplies and Small Tools	15,600
Signs	1,735
Recruiting Expense	1,743
Ticket / Printing Expense	24,922
Stationery and Office Supplies	10,200
R&M Equipment / Revenue Control	107,000
R&M Land & Buildings (Includes PCI Compliance Fees)	173,090
Snow Removal	72,800
Waste Removal	17,120
Capital Purchases	-
Gas and Oil	15,000
Accounting & Audit Fees	9,000
Licenses & Fees	8,845
Liability Insurance	40,661
Utilities	9,655
Advertising & Publicity	40,000
Postage & Freight	720
Telephone & Computer	13,100
Armored Car	1,800
Data Processing	9,500
Security Services	280,463
Credit Card Processing Fees and Discounts	433,170
Miscellaneous	2,400
Contract Labor	30,240
Riveredge Lot Shuttle Fee	1,279,005
Federal Inspection Facility Shuttle - Fixed Fee	57,000
Federal Inspection Facility Shuttle - Variable Fee	97,263
ESP Shuttle Fee	307,696

Subtotal - Operating Expenses**\$3,069,887****Fixed Management Fees**

Hopkins	\$85,000
Burke	12,000
Marginal Road Lot	7,200
Lot 9 & Lot 10	1,500
North Coast Harbor Lots	21,600

Subtotal - Management Fees**\$127,300****Percentage of Net****\$55,000****Total Expenses****\$5,049,321**

EXHIBIT "G"

FEES

Pursuant to Article V of the Agreement, the City shall pay Operator a Management Fee (fixed, payable monthly), Shuttle Services Fee (fixed and/or variable hourly rate, payable monthly) and Incentive Fee. The Incentive Fee, as set forth in Section 5.1, is .35% of one (1%) percent of Gross Revenues; provided, however, that the Incentive Fee will not exceed the Fixed Fee (as measured on a calendar year basis). The Management Fee and Shuttle Services Fee shall be as follows:

Original Term:

	<i>MAY 2012 - APR 2013</i>	<i>MAY 2013 - APR 2014</i>	<i>MAY 2014 - APR 2015</i>	<i>MAY 2015 - APR 2016</i>	<i>MAY 2016 - APR 2017</i>
Original Term	Year 1	Year 2	Year 3	Year 4	Year 5
Hopkins #95497	\$85,000	\$86,700	\$88,434	\$90,203	\$92,007
Burke # 99811	\$12,000	\$12,240	\$12,485	\$12,734	\$12,989
Marginal Road Lot #99815	\$7,200	\$7,344	\$7,491	\$7,641	\$7,794
Lot 9 & Lot 10 #99816	\$1,500	\$1,530	\$1,561	\$1,592	\$1,624
North Coast Harbor Lots #99812-99814	\$21,600	\$22,032	\$22,473	\$22,922	\$23,381
Riveredge Lot Shuttle #99485/05497	\$38.40/hr	\$39.63/hr	\$40.82/hr	\$42.32/hr	\$43.84/hr
North Economy Lot Shuttle #99484/05496	\$35.13/hr	\$36.10/hr	\$36.54/hr	\$37.48/hr	\$38.38/hr
Federal #99125/04887 Inspection Facility Shuttle	\$57,000 Fixed \$31.35/Var.	\$58,140 Fixed \$31.98/Var.	\$59,303 Fixed \$32.62/Var.	\$60,489 Fixed \$33.27/Var.	\$61,699 Fixed \$33.93/Var.

Option Term:

<u>Option Term</u>	<u>Year 6</u>	<u>Year 7</u>	<u>Year 8</u>	<u>Year 9</u>	<u>Year 10</u>
Hopkins	\$93,847	\$95,724	\$97,638	\$99,591	\$101,583
Burke	\$13,249	\$13,514	\$13,784	\$14,060	\$14,341
Marginal Road Lot	\$7,949	\$8,108	\$8,271	\$8,436	\$8,605
Lot 9 & Lot 10	\$1,656	\$1,689	\$1,723	\$1,757	\$1,793
North Coast Harbor Lots	\$23,848	\$24,325	\$24,812	\$25,308	\$25,814
Riveredge Lot Shuttle	\$43.00/hr	\$44.39/hr	\$45.72/hr	\$47.38/hr	\$49.08/hr
North Economy Lot Shuttle	\$38.75/hr	\$39.83/hr	\$40.38/hr	\$41.44/hr	\$42.46/hr
Federal Inspection Facility Shuttle	\$62,933 Fixed \$34.61/Var.	\$64,191 Fixed \$35.31/Var.	\$65,475 Fixed \$36.01/Var.	\$66,785 Fixed \$36.73/Var.	\$68,120 Fixed \$37.47/Var.

Modification to the Shuttle Service Hourly Rates Based on Revised In-Service Hours:

Operator's hourly rates for shuttle bus services are based on 33,306 annual in-service hours for the Riveredge Lot Shuttle, 8,760 annual in-service hours for the North Economy Lot Shuttle, and 3,103 annual in-service hours for the Federal Inspection Facility Shuttle. If there is an increase or decrease in the number of in-service hours by more than 10% then the parties will renegotiate/adjust the hourly rates(s) in good faith.

The Operator shall provide an on-call shuttle service at the rate of \$25/hour. The on-call shuttle service shall be charged on a four-hour minimum basis.

Fuel Index Adjustments:

Operator's hourly rates for the Shuttle Services are based on diesel fuel prices of \$3.95 per gallon (the "Base Fuel Cost"). If the actual cost of fuel over the course of an Agreement Year quarter (the "Actual Fuel Cost") is greater than the Base Fuel Cost, Operator will submit to the Director its calculation of the Actual Fuel Cost for such quarter and will seek reimbursement of the difference between the Base Fuel Cost and the Actual Fuel Cost as an allowable deduction from Gross Revenues otherwise due the City. Similarly, if the Actual Fuel Cost over the course of an Agreement Year quarter is less than the Base Fuel Cost, Operator will submit to the Director its calculation of the Actual Fuel Cost for such quarter and will pay the City the difference between the Base Fuel Cost and the Actual Fuel Cost as part of Net Revenues otherwise due the City. All diesel fuel prices shall be based on the National Fuel Prices as established by U.S.

Department of Energy by referring to website address 205.254.135.7/petroleum/gasdiesel/ on the applicable date. In the event that the U.S. Department of Energy ceases to publish National Fuel Prices then said prices shall be established by another comparable source as determined by the Director. Operator shall supply within twenty (20) days of the end of each calendar month a fuel usage report in a format as approved by the Director.

EXHIBIT "H"
SPECIAL CONDITIONS

1. Operator for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. That in the event of breach of any of the above nondiscrimination covenants, the City of Cleveland shall have the right to terminate this Agreement.
3. Operator for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of transportation, and as said Regulations may be amended.

EXHIBIT "T"
EQUAL OPPORTUNITY CLAUSE
(Section 187.22 (B) of the Codified Ordinances)

1. During the performance of this contract, the contractor agrees as follows:

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity or expression, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used herein, "treated" means and includes without limitation the following: recruited, whether by advertising or other means, compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
3. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to the employees and applicants for employment.
4. It is the policy of the City that business concerns owned and operated by minority persons and/or women shall have every practicable opportunity to participate in the performance of contracts awarded by the City.
5. The contractor shall permit access by the Director or his designated representative to any relevant and pertinent reports and documents to verify compliance with the Business Enterprise Code, and with the regulations of the Office of Equal Opportunity. All such materials provided to the Director or his designated representative by the contractor shall be considered confidential.
6. The contractor will not obstruct or hinder the Director or his designated representative in the fulfillment of the duties and responsibilities imposed by the Business Enterprise Code.
7. The contractor agrees that such subcontractor will include his Equal Opportunity Clause, and the contractor will notify each subcontractor, materialman and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Business Enterprise Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.

(Ord. No. 1260-08. Passed 11-30-09, eff. 12-3-09)

EXHIBIT "J"

AFFIDAVIT

Exhibit A - 1

Airport Terminal

Short Term
Garage - 3,900
Spaces

Economy
Lot - 270
Spaces

Sheraton
Hotel

Economy
Lot - 870
Spaces

Long Term
Garage - 2,600
Spaces

Airport Lots

File Name: Date: May 20, 2010
41° 21' 28.27" N 81° 50' 1.63" W
SHERATON HOTEL
EVERETT, WA

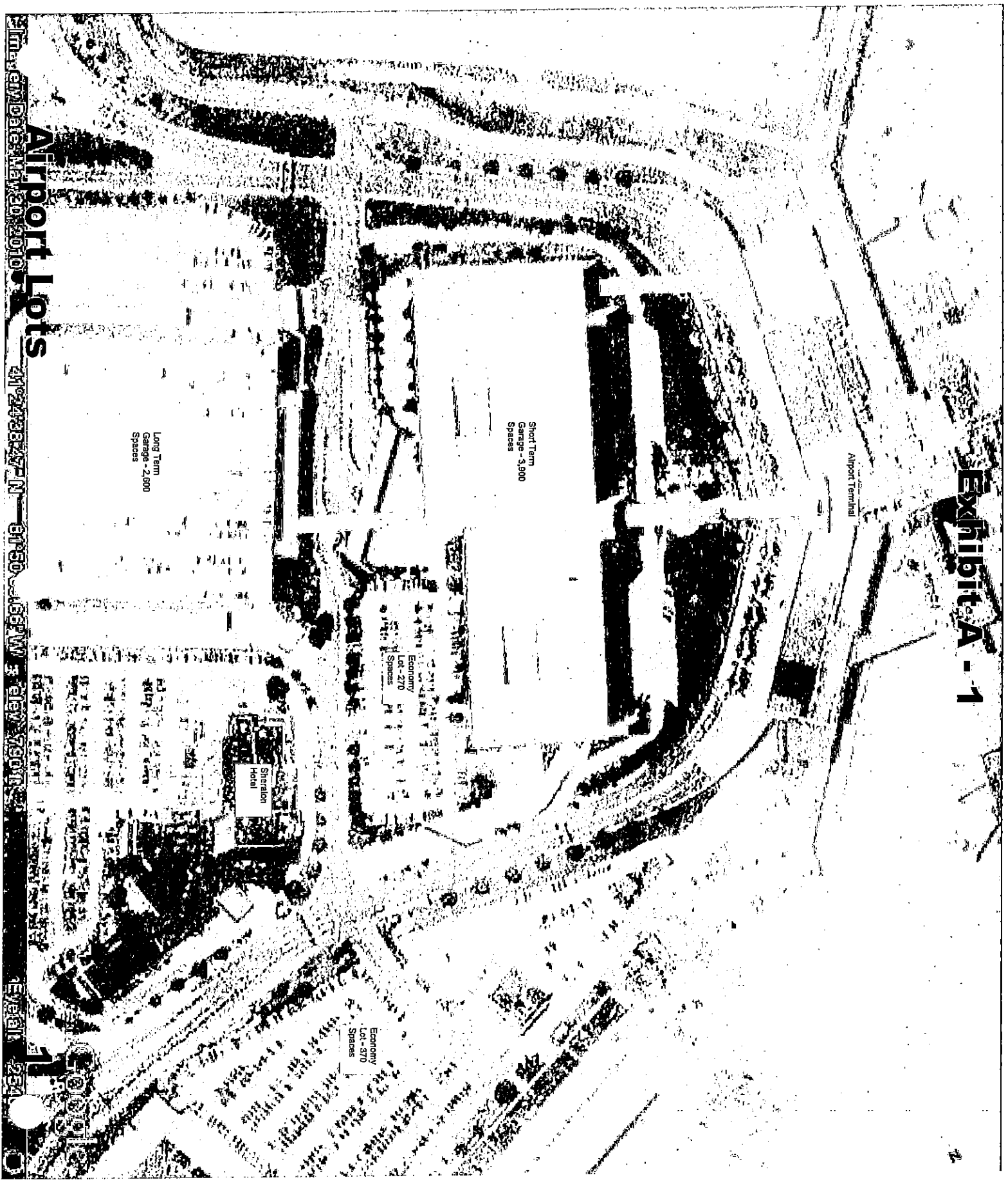
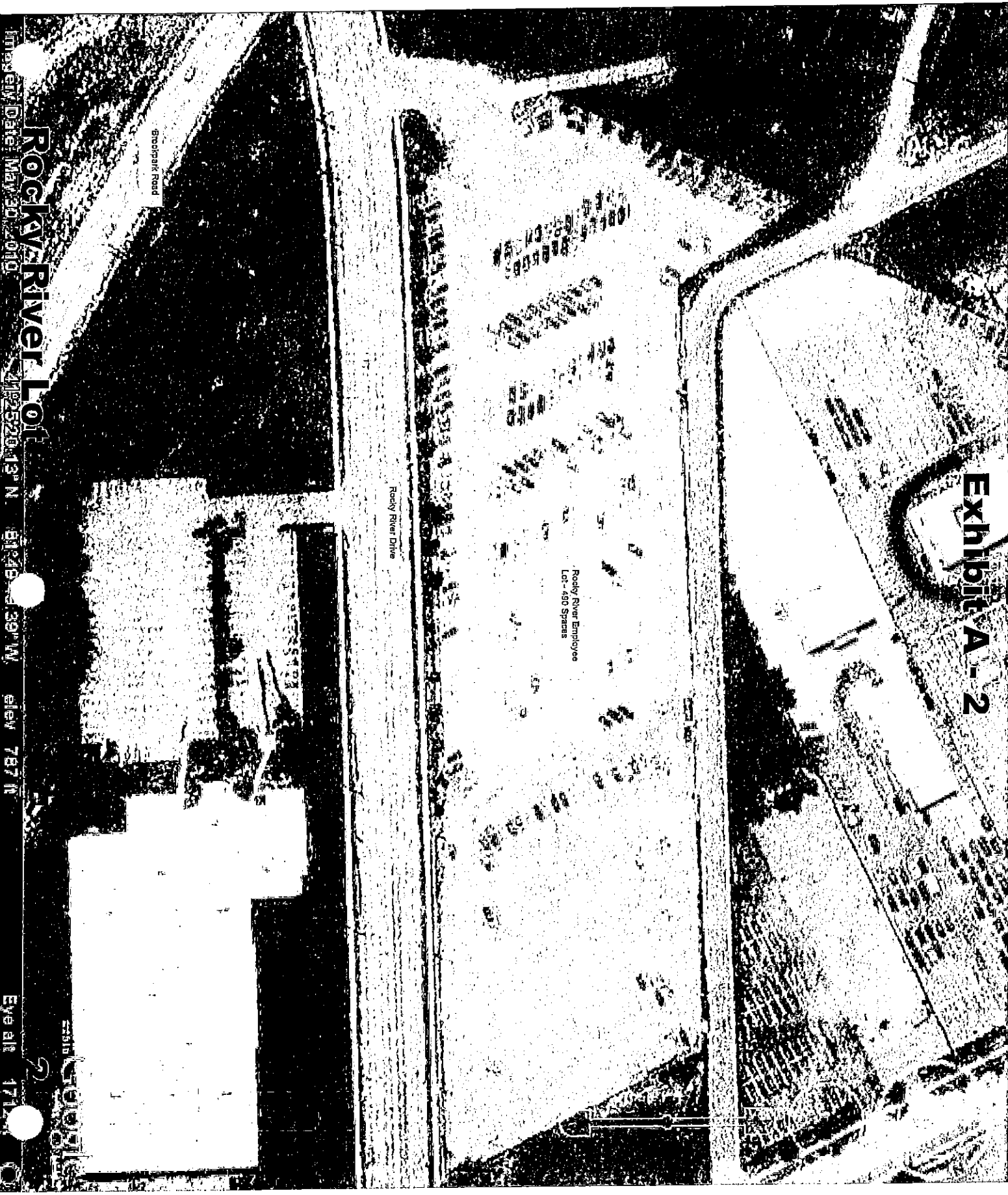


EXHIBIT A-2



Rocky River Employee
Lot - 490 Spaces

Rocky River Drive

Brookpark Road

Rocky River Lot

IMPROVEMENT DATE: MAY 20, 2010

APR 25, 2013 N

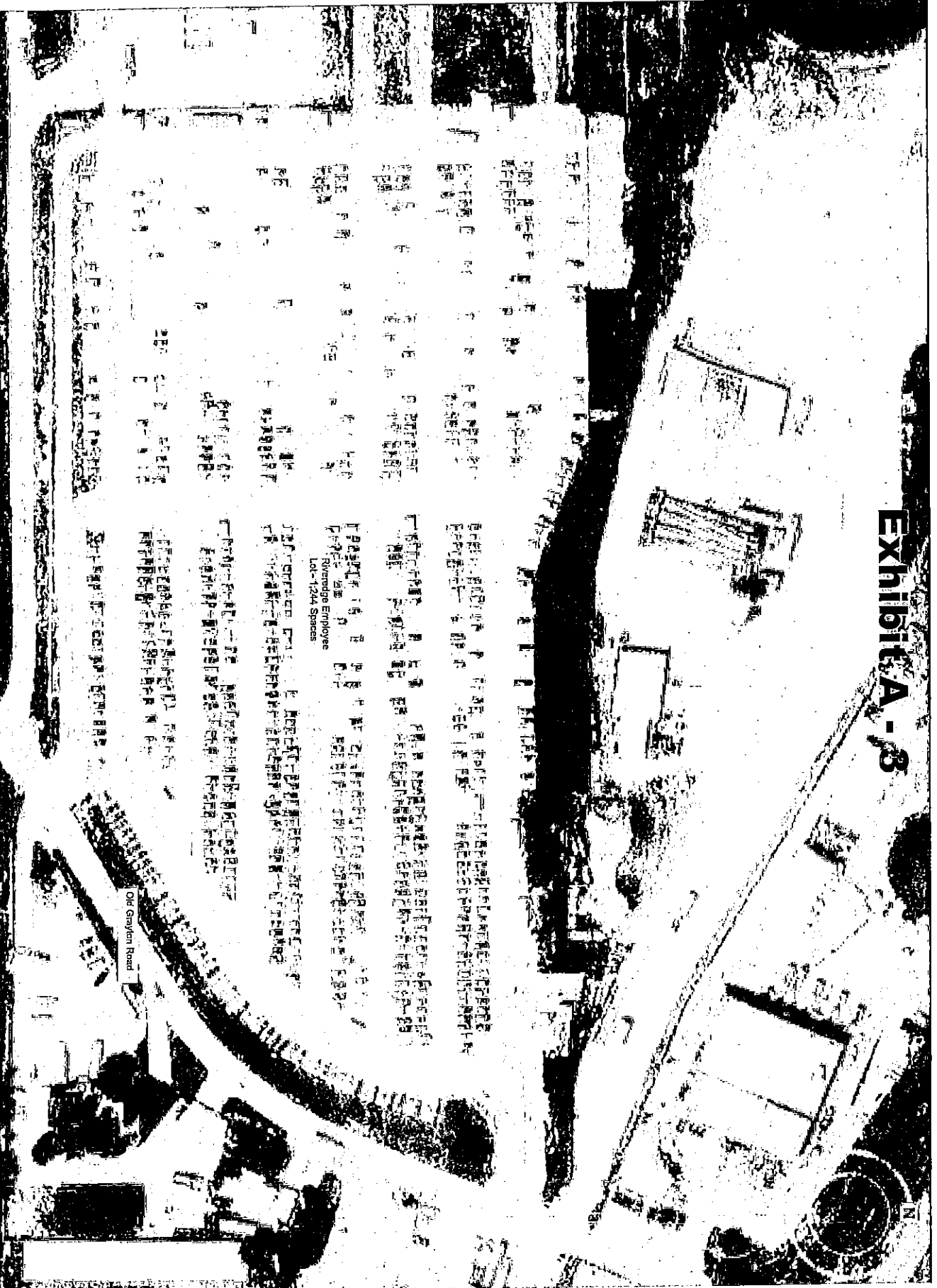
81° 48' 39" W

elev 787 ft

Eye alt 171 ft

© 2010

Exhibit A - 3



Imagery Date: May 30, 2010

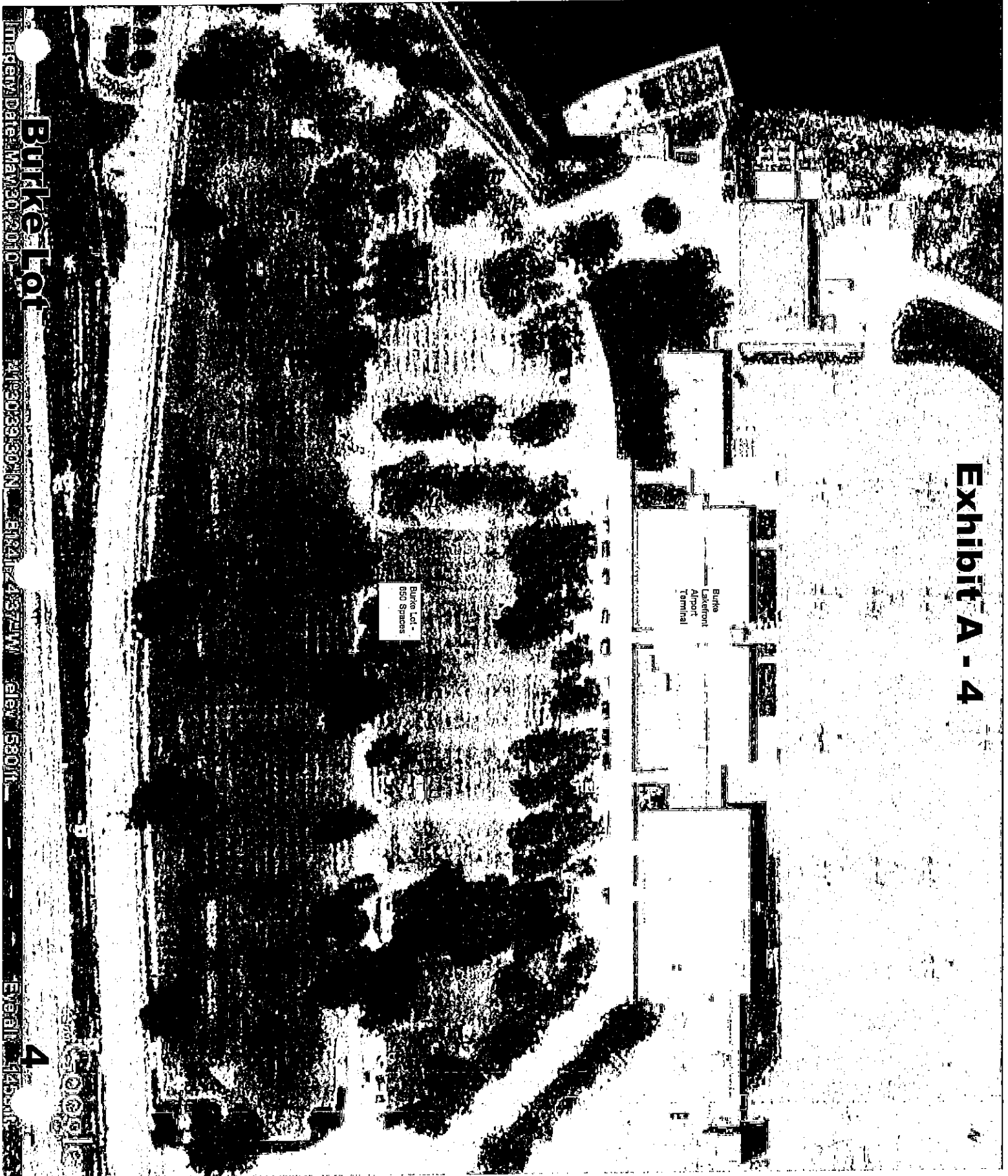
41°25'17.20" N 81°50'09.21" W

7 3

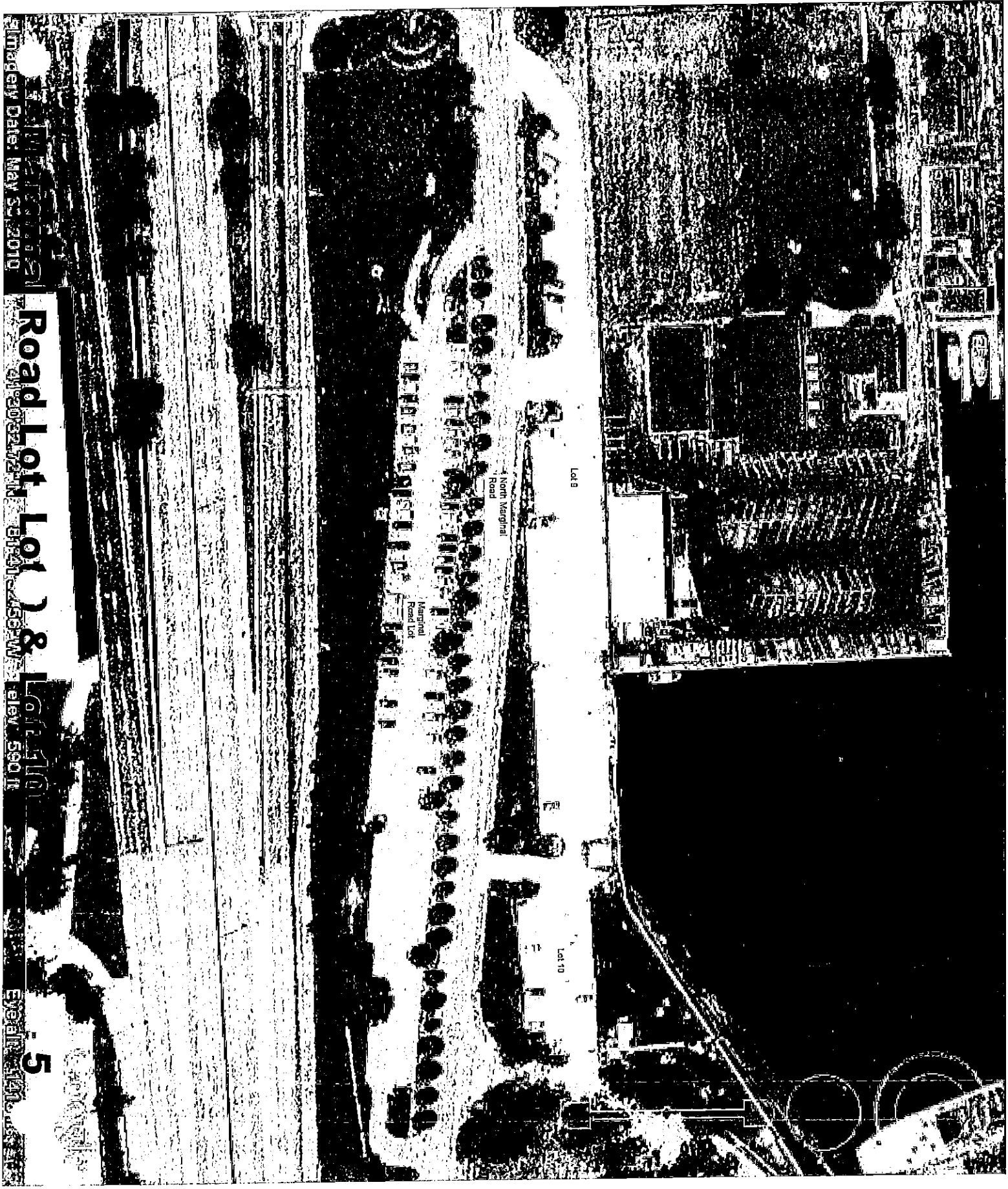
Exhibit A - 4

Burke
Lafayette
Airport
Terminal

Burke Lot -
650 Spaces



Burke Lot
Map Date: May 30, 2010
AKS0383030N AK21 4874W
Elev: 580ft
4



Survey Date: May 23, 2010

Road Lot 10 & Lot 8

41°30'32.72"N 81°41'45.9"W elev. 590 ft

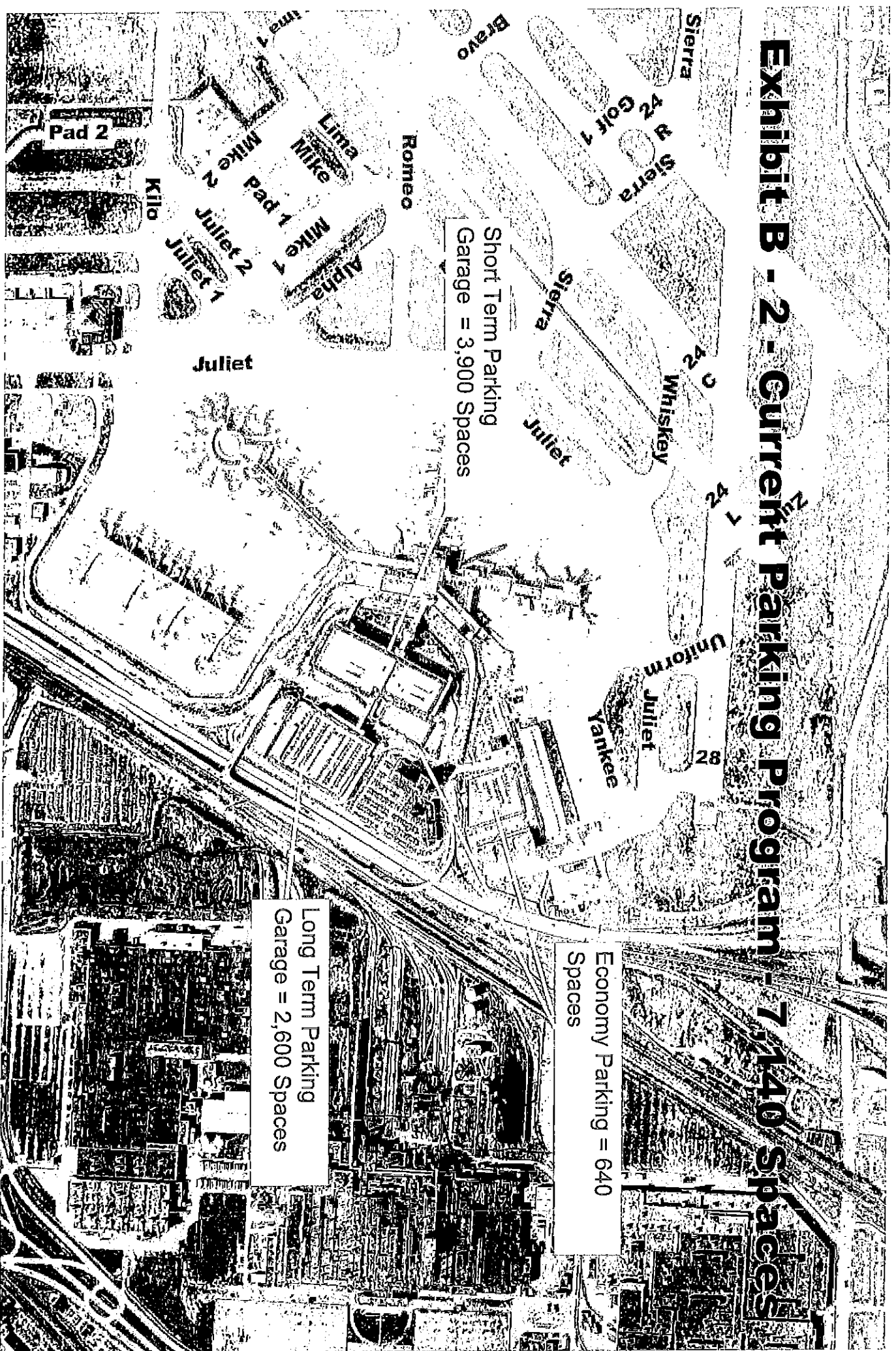
5

Exhibit B - 1

Phase I	Description	Space Variability	Total Spaces	Start	Completion
Baseline	Existing Parking Capacity (Long-term, Short-term, Economy)	7,140	7,140	Current	Current
Step 1	Procure and enter into a long-term parking management agreement.	n/a	7,140	June 2011	November 2011
Step 2	Design-Build procurement	n/a	7,140	July 2011	October 2011
Step 3	Design Development (11 months)	n/a	7,140	November 2011	December 2012
Step 4	Demolish the existing Long-term Parking Garage.	(2,600)	4,540	February 2012	May 2012
Step 5	Convert Employee Lots 6/D/Q into revenue-generating public parking lots.	277	4,817	February 2012	June 2012
Step 6	Convert footprint of Long-term Parking Garage into surface lot parking.	1,000	5,817	May 2012	October 2012
Step 7	Retrofit the existing 3,900 spaces in the Short-term Parking Garage with a parking guidance system technology (Smart Park), which increases occupancy rate of facility to over 95%.		5,817	February 2012	October 2012
Step 8	Conduct analysis and implement new parking rate structure.			January 2012	June 2012
	Sub Total		5,817		

<u>Phase II</u>	<u>Description</u>	<u>Spaces</u>		<u>Start</u>	<u>Completion</u>
Step 9	Vertical expansion of the south half of the Short-term garage.	896	6,713	January 2013	March 2014
Step 10	Seismic retrofit (construction of shear walls) and vertical expansion of the north half of the Short-term Parking Garage.	666	7,379	March 2014	April 2015
Step 11	Retrofit the new floors in the Short-term Parking Garage with a parking guidance system technology (Smart Park).		7,379	April 2015	July 2015
	<i>Sub Total</i>	1,562			
	<u>Total</u>		7,379		

Exhibit B - 2 - Current Parking Program - 7,140 Spaces



Short Term Parking
Garage = 3,900 Spaces

Long Term Parking
Garage = 2,600 Spaces

Economy Parking = 640
Spaces

Exhibit B - 3 - Phase 1 Overview Proposed Parking Program - 5,817 Spaces

Conversion of Employee Lots
6, D and Q = 277 Total Public
Parking Spaces

Current Economy
Parking = 390 Spaces

Short Term/Long Term
Garage = 4,150 spaces

Long Term Surface Lot
(located on footprint of
demolished L/T garage
site) = 1,000 spaces

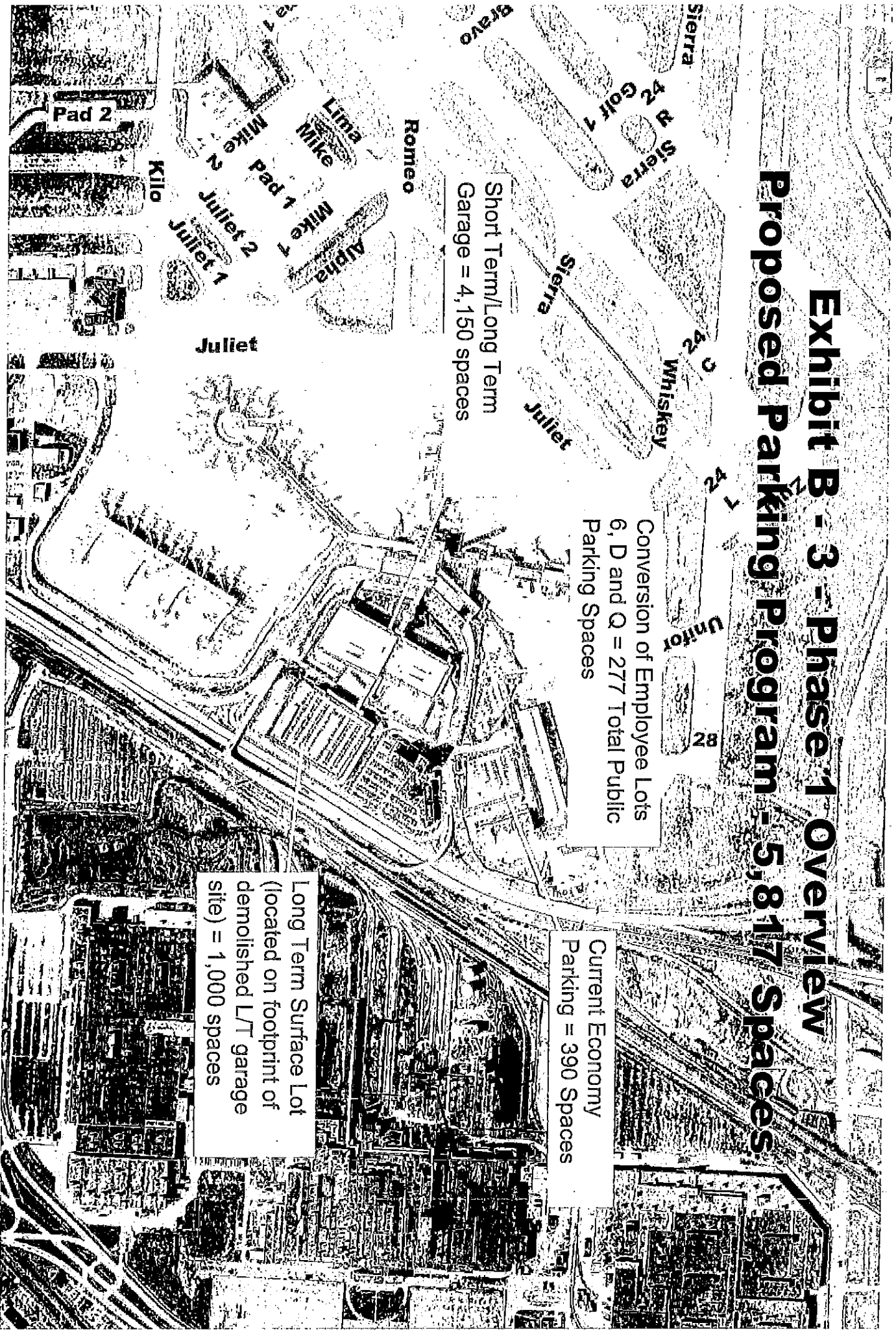


Exhibit B - 4 - Phase 2 Overview - Additional 1,562 Spaces for a Total of 7,379 Spaces

Phase 2 - Vertical expansion of the north half of the Short Term Garage - 66 additional spaces

Phase 2 - Vertical expansion of the south half of the Short Term Garage - 896 additional spaces

Phase 2 - Install Smart Park in north and south expansions

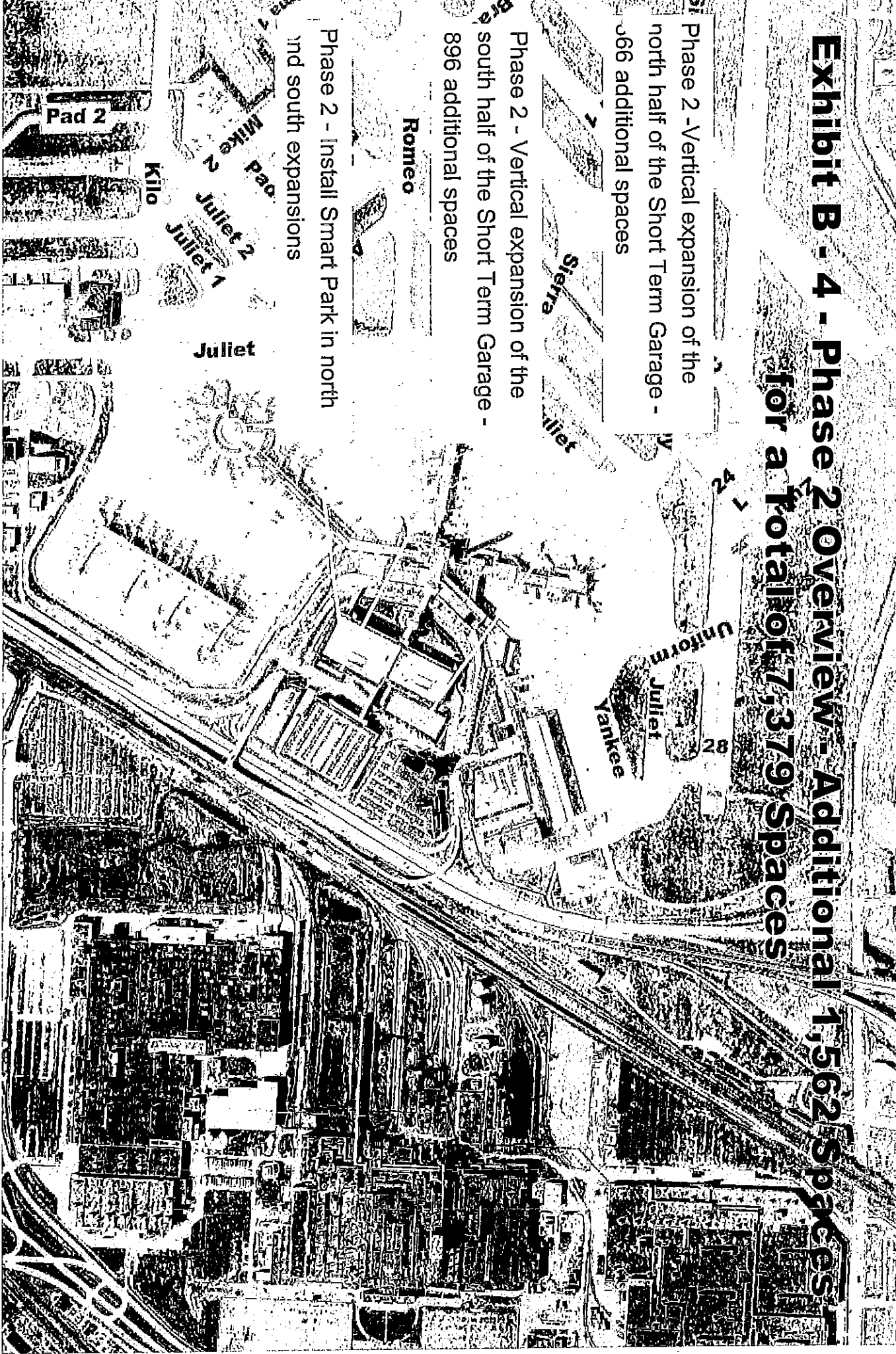


Exhibit C - 1
Cleveland Hopkins Airport Public
Parking Facilities Equipment

Long-Term Garage – 2,600 spaces (includes 166 surface lot spaces)

- Four (4) level self-park garage and surface lot.
- Four (4) entry lanes with loop operated ticket spitters, intercom and battery back-up.
- One (1) entry lane with loop operated ticket spitter (economy parking) at different daily rate from garage–exit through garage lanes.
- Four (4) exit lanes (three (3) with cashier booths) with fee indicators for credit card auto processing and battery back-up. Cash transactions use cashier booths. Each booth has a fee computer w/ receipt printer, intercom, heat, A/C and stool.

Hourly/Daily Garage – 3,900 spaces (includes 250 surface lot spaces)

- Six (6) level self-park garage and surface lot.
- Eight (8) entry lanes with loop operated ticket spitters, intercom and battery back-up.
- One (1) entry lane with loop operated ticket spitter (economy parking) at different daily rate from garage–exit through garage lanes.
- Eleven (11) exit lanes with cashier booths, intercoms, back-up and fee indicators.
- Five (5) exit lanes have credit card auto processing with battery back-up.
- Six (6) lanes with booths for cash and credit card transactions. Each booth has a fee computer w/ receipt printer, intercom, heat, A/C and stool.

Economy Shuttle – 390 spaces

- Open surface lot with subcontracted shuttle service to and from terminal building. No cashier on duty, ticket in/credit card out operation.
- Two (2) entry lanes with loop operated spitters intercom and battery back-up.
- Two (2) exit lanes with loop activated credit card only exit terminals with battery back-up and intercom.
- Shuttle buses use gate openers to enter and exit the lot.

- Shuttle bus subcontractor provides drivers, buses, fuel, repairs and insurance for a fixed hourly fee.

NOTE: All parking control equipment was manufactured by ZEAG and is three (3) to twelve (12) years old. Equipment is under service contract by CTR Systems, Inc.

Operational Office Long-term Garage:

- Equipped with one ZEAG PARCs management system and credit card processing server with communication via satellite to the merchant bank. LPI system and seven (7) hand held Janus keyboards, docking station and battery chargers in the office.
- Office has CCTV security system on all access doors. Employee timecard with Stromberg biometric time and attendance system.
- Roll-top safe, bill counter and exterior door release control system is installed.
- Office furniture includes two (2) chairs, three (3) lateral files, desk top PC for LPI and PARCs system access.

Administrative Offices Long-term Garage:

The administrative offices are the hub of the record keeping and reporting functions to the Airport and current parking management company's corporate office. It houses the General Manager, Assistant General Manager, Revenue Manager and auditors.

- It contains one (1) fax machine, one (1) copier, six (6) desks, credenzas, lateral files, conference table and chairs and one (1) PC.
- Five (5) PCs on-site belong to the current Parking Management company.
- There is one (1) network server connecting all the desk PCs.
- There is a telephone system with seven (7) extensions with voice mail and conference capability.
- Door control by electronic fob.

Radio net:

- Base station in the operations center along with eight (8) handheld units and three (3) mobile units located in the rolling stock vehicles.
- Battery chargers are in the Operations Center.

Customer Service Carts:

- Two (2) battery powered golf carts to assist in customer service functions such as battery jumps, finding lost vehicles and assisting elderly with luggage.

Rolling Stock Vehicles:

- All 2008 model vehicles.
- One (1) Chevy Silverado to plow and spread de-icer.
- One (1) Chevy Colorado for maintenance functions.
- One (1) Chevy Impala for use by off duty police officers working on parking money security and general security.
- All vehicles are equipped with remote gate opening capabilities and radios.

Exhibit C - 2
Cleveland Hopkins Airport Employee
Parking Facilities Equipment

Lot D – No equipment

Lot 6 – One (1) entry gate with card reader

Lot Q – One (1) entry gate with card reader, one (1) exit gate with loop

Lot Rocky River – Two (2) entry gates with card readers, Two (2) exit gates with loops

Lot Riveredge – Three (3) entry gates with card readers, three (3) exit gates with loops

Exhibit C - 3
Burke Airport Public Parking
Facilities Equipment

650 space surface lot

Three (3) entry lanes with gates and closing loops

- West entry, one (1) lane – Manual ticket issue operation. West entry plaza includes a cashier booth with a push button to vend the gate.
 - Cashier booth equipped with a palm button to vend the gate, and a counter that records each cashier gate vend. Booth has heat, A/C and a chair.

- East entry, two (2) lanes
 - North lane – entry lane with access via a Hamilton Unit. Entry gate box equipped with a counter device that counts by-pass entries and total entries. Lane includes a booth with heat, A/C and a chair.

 - South lane – keycard lane for City employees. City controls access card program and card distribution. Entry gate box equipped with a counter device that counts card uses, by-pass entries, and total entries.

Two (2) exit lanes - one (1) lane for Parking Management operation and one (1) for Hornblower's portion of the lot with gates and closing loops.

- Parking Management exit lane has a gate that auto-opens when a car activates the loop. Gate box has a counter device that counts by-pass exits and total exits.

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

**Mayor Jackson and
Council Member Cimperman**

AN ORDINANCE:

To supplement the Codified Ordinances of Cleveland, Ohio, 1976, by enacting new Sections 187A.01 to 187A.06 and 187A.99, relating to the Local Producer, Local Food Purchaser, and Sustainable Business Preference Code.

WHEREAS, large purchasers of goods and materials such as the City of Cleveland can strengthen the regional economy by procuring a greater percentage of their purchases from local businesses; and

WHEREAS, purchasing local products will reduce the City of Cleveland's carbon footprint by reducing the distance that goods travel from factories and farms to the city, thereby decreasing the amount of harmful emissions; and

WHEREAS, the Greater Cleveland region has a vibrant manufacturing, industrial, and food production history and we are continuing to strengthen our local economy by supporting local producers; and

WHEREAS, purchasing local goods and materials will increase the City of Cleveland's self-reliance and resiliency, as well as acting as a model for local purchasing policies that support both local and regional business development and economic growth; and

WHEREAS, encouraging local businesses to follow sustainable practices will expedite their participation in high-growth sectors of the economy such as renewable energy, recycling, green building, zero waste and other sustainable businesses, which in turn will encourage more graduates to remain in the Greater Cleveland region and attract new talent to the region; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Codified Ordinances of Cleveland, Ohio, 1976, are supplemented by enacting new Sections 187A.01 to 187A.06 and 187A.99, to read as follows:

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Gimperman

CHAPTER 187A LOCAL PRODUCER, LOCAL-FOOD PURCHASER, AND SUSTAINABLE BUSINESS PREFERENCE CODE

Section 187A.01 Definitions of Terms

As used in this Chapter, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering or proposing to contract with the City respectively in response to an Invitation to bid or to a request for proposals.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons. When determining the lowest and best bid, or lowest responsible bid, the use of a Bid Discount for Bid Comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "Commercially Useful Function" means when a Local Producer or Local-Food Purchaser:
 - (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials;
 - (2) Is recognized as a provider of the contracted supplies and materials by the industry involved;
 - (3) Owns or leases a warehouse, yard, building or other facilities for stocking inventory or otherwise conducts business in a manner which is usual and customary in the industry and market for the supplies or materials; and
 - (4) Distributes, delivers, and services products primarily with its own staff and/or equipment.
- (f) "Commissioner" means the Commissioner of Purchases and Supplies or the Commissioner's designee.
- (g) "Contract" means a binding agreement executed on or after the effective date of this Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Incentive in any form for or in connection with any work, project, or public purpose including, but not limited to, a contract for the:

- (1) Construction of any public improvement, including change orders or subsidiary agreements approved by the City during the performance of such construction;
- (2) Purchase of personal property;
- (3) Purchase of any supplies, equipment or services; or
- (4) Lease of any personal property.

"Contract" shall include a binding agreement, funded or benefited by the City, between a party to a Contract and a third party, but shall exclude contracts with other public entities, except as provided in Section 187.09.

(h) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

(i) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract and shall include a Person in privity of contract with a Contractor for implementation of a Contract.

(j) "Director" means the official authorized to enter into a Contract on behalf of a particular Contracting Department.

(k) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.

(l) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(m) "Local Food" means and includes food that is grown, extracted, produced, recycled or manufactured within the Local Contracting Market.

(n) "Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code", "Preference Code", "Code" or "Chapter" means all of the provisions of this Chapter 187A of the Codified Ordinances of Cleveland, Ohio, 1976.

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

(p) "Local Producer" means a Person that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) A. grows food or fabricates goods, whether or not finished, from organic or raw materials;

B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;

C. supplies goods by performing a Commercially Useful Function; or

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

(q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.

(r) "Local Sustainable Business" means a Business Enterprise that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

(s) "OEO Director" means the Director of the Office of Equal Opportunity of the City.

(t) "Person" means and includes a natural person, a Business Enterprise or other entity, unless the context or usage requires otherwise.

Section 187A.02 Preference for Local Producers, Local-Food Purchasers, and Sustainable Businesses

(a) Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer; two percent (2%) to a bid received from a Local Sustainable Business; and two percent (2%) to a bid received from a Local-Food Purchaser; provided that the maximum total Bid Discount applied under this division (a) shall not exceed four percent (4%). Bid

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

Discounts applied under this division (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied to a bid under this division (a) shall not exceed \$50,000.00, provided, however, that the maximum cumulative amount of all Bid Discounts applied to the bid under this division (a) and under Sections 187.03 and 187.05 shall not exceed \$75,000.00.

(b) Application of Evaluation Credit - A Contracting Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a proposal received from a Local Producer; two percent (2%) of the total points awarded for a proposal received from a Local Sustainable Business; and two percent (2%) of the total points awarded for a proposal received from a Local Food Purchaser; provided that the maximum total Evaluation Credit applied under this division (b) shall not exceed four percent (4%).

Section 187A.03 Duties of Director of Office of Equal Opportunity: Compliance Monitoring

(a) In addition to those duties specified in Section 123.08 and Section 187.02, the OEO Director, through the Office of Equal Opportunity employees as necessary, shall implement and enforce the provisions of this Code. The OEO Director's duties shall include, but not be limited to:

- (1) Reviewing all submittals and other information required or necessary under this Code to determine whether a particular Person qualifies for certification or approval as a Local Producer or a Local-Food Purchaser or a Local Sustainable Business and is in compliance with this Code;
- (2) Notifying an affected Contracting Department that the certificate or approval pertaining to a particular person is or is not currently effective with respect to the matters for which the same were issued;
- (3) Initiating and receiving complaints of non-compliance with this Code; and
- (4) Investigating complaints pertaining to non-compliance with this Code and recommending appropriate sanctions.

(b) The OEO Director shall monitor a Contractor's compliance with its bid representations of its qualification(s) as a Local Producer or Local-Food Purchaser or Local Sustainable Business during the performance of a Contract it was awarded because of applying a Bid Discount or Evaluation Credit under Section 187A.02. If the OEO Director determines that there is cause to believe that a Contractor failed to qualify as a Local Producer or Local-Food Purchaser or Local Sustainable Business as represented in its bid or proposal, the OEO Director shall notify the Contractor of the apparent breach of or default under the contract. The OEO Director may require a Contractor or Bidder to submit such reports, information and documentation as reasonably necessary to determine its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business in the performance of its Contract.

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

(c) The OEO Director shall maintain complete and accurate records of the use of Local Producers or Local-Food Purchasers or Local Sustainable Businesses' goods, materials, supplies, or services in performance of the Contracting Department's Contracts, including the dollar value of orders supplied by Local Producers or Local-Food Purchasers or Local Sustainable Businesses, the nature of the goods, materials, supplies, or services provided, and the name and address, and the qualifications of each Local Producer or Local-Food Purchaser or Local Sustainable Business as such.

Section 187A.04 Sanctions for Noncompliance

If the OEO Director determines that a Contractor is in breach or default with respect to any representation regarding its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business when the Contractor would not have been the lowest bidder or recommended proposer for a Contract but for application of any Bid Discount(s) or Evaluation Credit(s) based upon that status, the OEO Director, in addition to other remedies available with respect to the foregoing or other defaults under any Contract in question, may recommend that the Contracting Department Director cancel the contract and declare a forfeiture of any performance bond.

Section 187A.05 Responsibilities of Commissioner and Contracting Departments

The Commissioner and each Contracting Department shall:

- (a) Endeavor to maximize the purchase of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses goods, materials, supplies, or services in Contracts of \$10,000 or less; and
- (b) Develop lists of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses for whose goods, materials, supplies, or services the City typically contracts.

Section 187A.06 Contracts with Other Governmental Entities as Contractors

Contracts or other agreements between the City and other political subdivisions, governmental, or quasi-governmental agencies, under which those entities receive money from or through the City for the purpose of contracting with Business Enterprises to perform projects in the City, shall encourage Business Enterprises to comply with the provisions of this Chapter in awarding, administering, and implementing the contracts.

Section 187A.99 Violations; Penalty

- (a) No Person shall willfully falsify, conceal or cover up by a trick, scheme, or device a material fact, or make any false, fictitious, or fraudulent statements or representations or make use of any false writing or document knowing the same to

Ordinance No. 1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

contain any false, fictitious, or fraudulent statement or entry in any matter administered under this Chapter.

(b) No Person shall fraudulently obtain, attempt to obtain, or aid another Person fraudulently obtaining or attempting to obtain a Local Producer's or Local-Food Purchaser's or Local Sustainable Business' Bid Discount or Evaluation Credit.

(c) Any Person who violates the provisions of this section is guilty of a misdemeanor of the first degree.

(d) In addition to other remedies available with respect to violations of divisions (a) and (b) of this section, the CEO Director may recommend to a Contracting Department Director, and a Contracting Department Director may:

(1) Recommend to the Director of Law that the City take such legal action, whether civil or criminal, as the Director of Law deems appropriate;

(2) Disqualify a Bidder, Contractor, or other Business Enterprise from eligibility as Contractor, subcontractor, or Local Producer or Local-Food Purchaser or Local Sustainable Business for providing goods, materials, supplies, or services to the City for a period not to exceed two (2) years; or

(3) Make a claim for payment of damages, including but not limited to any liquidated damages specified in the Contract.

Section 2. That Sections 187A.01 to 187A.06 and 187A.99 of the Codified Ordinances of Cleveland, Ohio, 1976, shall take effect and be in force sixty (60) days after passage of this ordinance.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

JBM:RFH:nl
01-25-10

FOR: Mayor Jackson

Date: September 12, 2011
To: Prospective Proposers
From: City of Cleveland, Department of Port Control
Subject: Addendum No. 1 to Request for Proposal -
Parking Facilities Management

Please be advised that the City of Cleveland, through its Director of the Department of Port Control ("Department"), hereby publishes Addendum No. 1 to the Request for Proposal – Parking Facilities Management dated July 29, 2011.

This addendum serves as the response to all inquiries which have been received by prospective proposers prior to the deadline of September 2, 2011.

SUBMITTAL DEADLINE: Friday, October 14, 2011

INQUIRIES

1. Question – "Please provide the Pre-Qualification Conference attendee list for the Pre-Bid Conference."

Answer – See attached

Date: September 12, 2011
To: Prospective Proposers
From: City of Cleveland, Department of Port Control
Subject: Addendum No. A-1 to Request for Proposal -
Parking Facilities Management

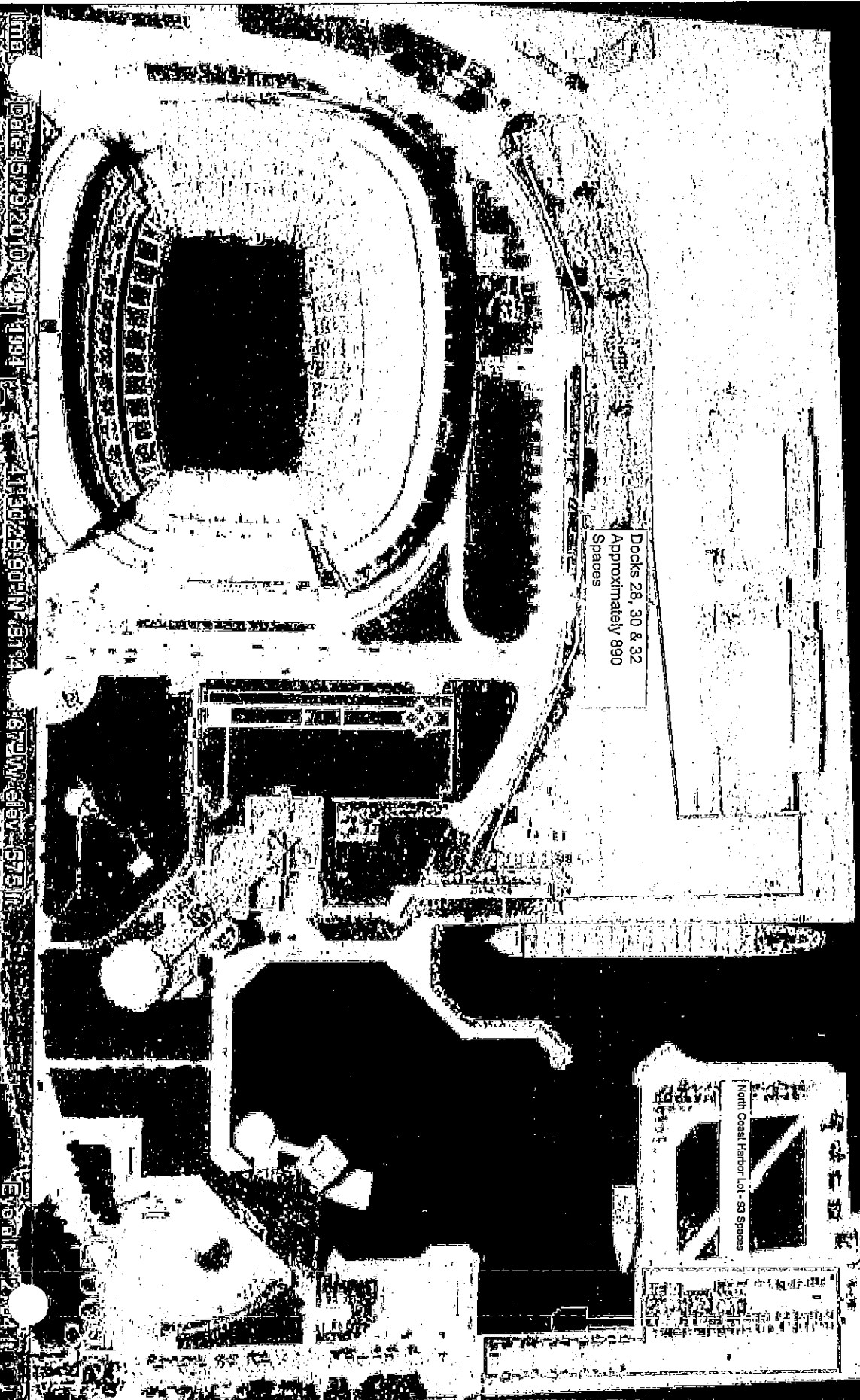
Please be advised that the City of Cleveland, through its Director of the Department of Port Control ("Department"), hereby publishes Addendum No. A-1 to the Request for Proposal – Parking Facilities Management, dated July 29, 2011.

This addendum serves as an edit to the Exhibits currently published in the Request for Proposal. These additional parking areas are to be considered when submitting your bid/proposal.

North Coast Harbor Area ("NCH"):

1. Dock 28, 30 and 32 Approximately 890 parking spaces
2. NCH Lot Approximately 93 parking spaces

Parking Management RFP Addendum A

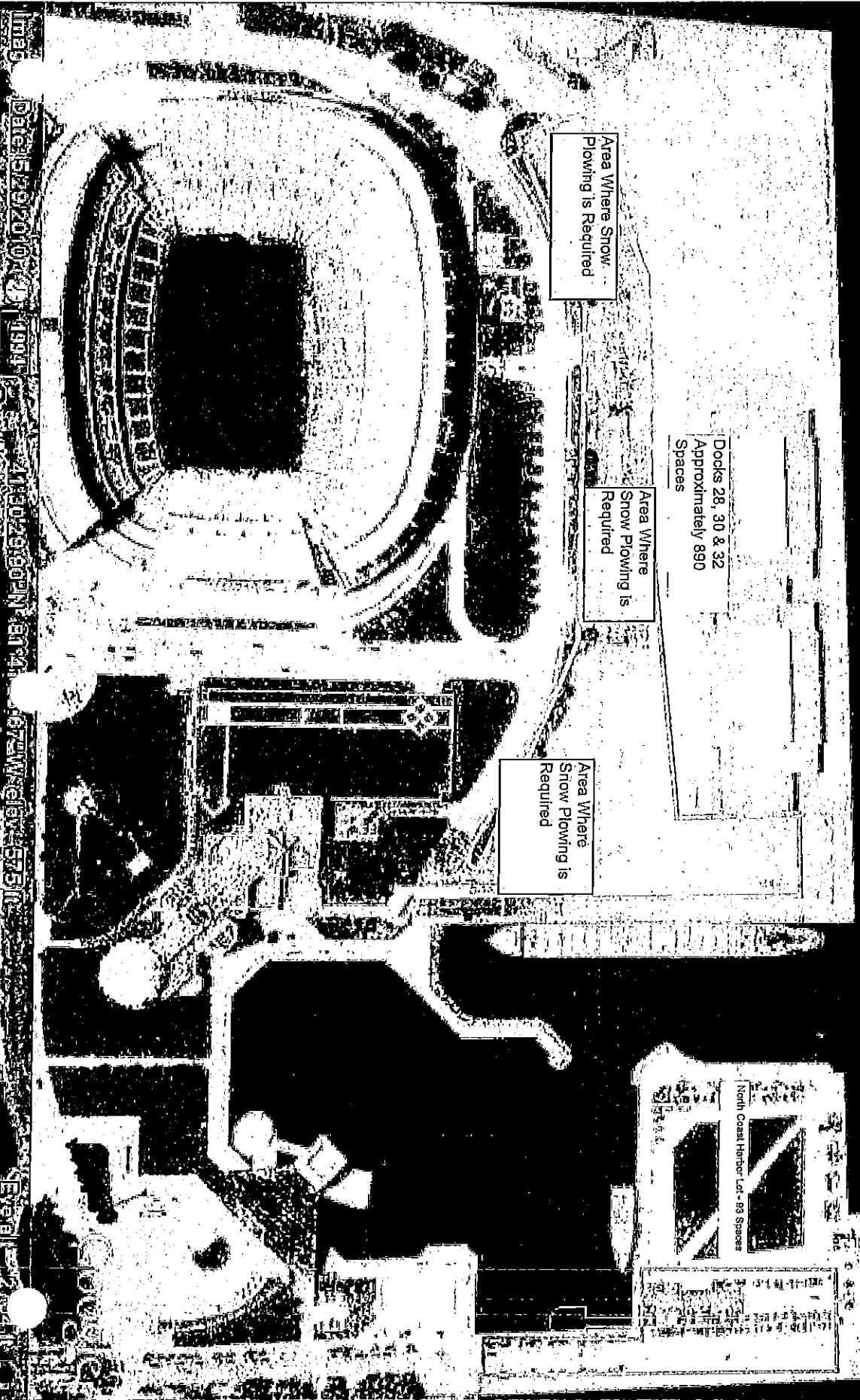


Docks 28, 30 & 32
Approximately 890
Spaces

North Coast Harbor Lot - 83 Spaces

Time: 10:00 AM
Date: 5/9/2010
13042950N 8194
67W Elev: 575 ft
Everett

Parking Management RFP Addendum A



Area Where
Snow Plowing is
Required

Docks 28, 30 & 32
Approximately 890
Spaces

Area Where
Snow Plowing is
Required

Area Where
Snow Plowing is
Required

North Coast Harbor Lot - 83 Spaces

