

PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT ("**Agreement**") is dated April 8, 2025, and is between the TOWN OF FRISCO, a Colorado municipal corporation ("**Town**") and INTERSTATE PARKING COMPANY OF COLORADO LLC, a Colorado limited liability company ("**Interstate**") and shall supersede that certain Parking Management Agreement, dated May 24, 2022. Town and Interstate are sometimes collectively referred to in this Agreement as the "**Parties**," and individually as a "**Party**."

Background

The Town is a home rule municipality organized and existing pursuant to Article 20, Section 6 of the Colorado Constitution. The Town owns the parking facility located at 267 Marina Road, Frisco, CO 80443, containing approximately 321 spaces (hereinafter referred to as the "**Paid Parking Facility**"). The Town desires to engage Interstate to manage its paid parking facility and Interstate is willing to provide such services for the Town, all in accordance with, and subject to the terms, conditions, provisions, and limitations of this Agreement. The Town also desires to engage Interstate to manage its parking enforcement on Main Street and throughout specific areas in Town as defined in Exhibit "E".

Agreement

NOW, THEREFORE, the Parties agree as follows:

1. The Services. Interstate shall provide those parking management services for the Town that are described in the attached Exhibit "A" ("**Services**"). Execution of this Agreement is Interstate's authorization to proceed with the Services.
2. Performance Standard. The Town's intention in entering into this Agreement is that Interstate shall operate the Town's paid parking facility and enforcement areas in a first class manner that equals or exceeds other first class paid parking operations of similar type in the State of Colorado.
3. Term. The term of this Agreement shall commence on June 1, 2025, ("**Commencement Date**") and continue thereafter, subject to earlier termination as hereafter provided in Section 9 of this Agreement, for a period of five (5) years after the Commencement Date (the "Initial Term"). Upon completion of the Initial Term, this Agreement shall continue for additional periods of one (1) year each (each an "Extended Term") unless terminated by either party upon advance written notice to the other no less than ninety (90) days prior to the end of the Initial Term or the then current Extended Term. Each "**Contract Year**" begins on the Commencement Date or the anniversary of the Commencement Date (whichever is applicable) and ends twelve (12) months later. As used hereinafter, the Initial Term and Extended Term shall be collectively referred to as the "Term."

4. Interstate's Compensation. The Town shall pay Interstate for the Services as described in the attached **Exhibit "B"**.

5. Personnel. In connection with the performance of the Services Interstate shall comply with the following requirements concerning its employees:

A. Interstate shall employ a sufficient number of qualified and properly trained employees to allow it to properly perform the Services.

B. Interstate shall properly screen all of its employees prior to hiring.

C. Interstate shall properly train, discipline, discharge, and direct its employees in the performance of the Services.

D. Interstate shall require its employees to wear crisp, clean, and professional uniforms and to exhibit a professional appearance and demeanor.

E. Interstate shall require its employees to be courteous at all times while performing the Services and shall further require its employees to provide good customer service to all members of the public with whom they have contact.

F. If, in the Town's reasonable judgment, any employee of Interstate demonstrates that he or she lacks sufficient interpersonal or other skills to deal with the public in a manner that reflects positively on the Town, the Town may bring such matter to the attention of Interstate. Interstate shall then in good faith attempt to address the Town's concerns with such employee. If Interstate is unable to adequately address the Town's concerns with such employee, the Town has the right to require Interstate to remove such employee from the performance of the Services.

6. Non-Solicitation.

Each Party agrees that during the Term of this Agreement, and for a period of one (1) year thereafter, it shall not, without the prior written approval of the other Party induce, attempt to induce, discuss with, advise, or encourage any employee of the other Party to leave or otherwise terminate such employee's relationship with the other Party.

Town and Interstate agree that: (i) the provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement, and shall continue to be enforceable thereafter, subject to any applicable statute of limitation; and (ii) there would be no plain, speedy, or adequate relief available to either Party in the event of the other Party's breach of the provisions of this Section 6.

Accordingly, in the event of a breach of this Section 6, at the option and election of the non-breaching Party, the non-breaching Party may obtain appropriate equitable relief in the form of a temporary restraining order, preliminary injunction, and permanent injunction, and in connection with such equitable action the non-breach party shall be entitled to recover its attorneys' fees, expert witness fees, and court costs from the breaching Party as provided in Section 21 of this Agreement.

The dispute resolution provisions of Section 10 of this Agreement shall not apply to any action to enforce the provisions of this Section 6.

7. Insurance.

A. Interstate will obtain and maintain the following types of insurance in not less than the indicated amounts with companies authorized to do business in the state of Colorado:

- (i) worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Interstate or a subcontractor engaged in the performance of the Services under this Agreement.
- (ii) commercial general liability insurance with minimum limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, and products.
- (iii) comprehensive automobile liability insurance with minimum limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate with respect to each of Interstate's owned, hired, or non-owned vehicles assigned to or used in performance of this Agreement.

Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Interstate pursuant to Section 8 of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverages.

B. Interstate's general liability insurance policy shall be endorsed to include Town as an additional insured.

C. Each of Interstate's required insurance policies shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through an insurance pool of which Town is a member, shall be excess and not contributory insurance to that provided by Interstate.

D. Interstate shall be solely responsible for any deductible losses under any required insurance policy.

E. An ACORD Form 25, or other certificate of insurance acceptable to Town, shall be completed by Interstate's insurance agent and provided to Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Town prior to commencement of this Agreement and on each policy renewal or replacement throughout the term of this Agreement. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to Town. Town shall also be provided with the insurance policy endorsement for Interstate's general liability insurance policy required by Subsection B above, prior to the commencement of this Agreement. The completed certificate of insurance and policy endorsement shall be sent to:

Town of Frisco
c/o Stacey Nell, CMC, Town Clerk
P.O. Box 4100
Frisco, CO 80443

F. Notwithstanding any other portion of this Agreement, failure on the part of Interstate to:

- (i) provide Town with the required certificate of insurance or the required additional insured endorsement; or
- (ii) procure or maintain policies providing the required coverages, conditions, and minimum limits set forth above in this Section 7

shall constitute a material breach of this Agreement for which Town may immediately terminate this Agreement or, at its discretion, Town may procure or renew any such policy or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Interstate upon demand, together with interest at the legal rate, or Town may offset the cost of the premiums against any monies due to Interstate from Town.

G. Town is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law or limitation otherwise available to Town, its officers, or its employees.

8. Indemnification.

- A. To the fullest extent permitted by law, Interstate shall indemnify, defend, and

hold Town, its officers, employees, and insurers harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by the negligent, intentional, or willful wrongful act of Interstate, any subcontractor, anyone employed by the Interstate or a subcontractor, and anyone for whose acts they are liable under applicable law; except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of Town, its officers, employees, or agents.

B. This indemnity provision is to be interpreted to require Interstate to indemnify, defend, and hold Town harmless only to the extent of the proportionate share of negligence or fault attributable to Interstate or a person for whom Interstate is responsible under this Section 8.

C. To the extent indemnification is required under this Agreement, Interstate shall investigate, handle, respond to, and provide defense for and defend against (with counsel reasonably acceptable to Town) any liability, claim, or demand at its expense, and bear all other costs and expenses related thereto, including court costs and attorney's fees.

D. All indemnity obligations required by this Agreement shall survive the completion or termination of this Agreement, and shall be fully enforceable thereafter, subject to any applicable statute of limitation.

9. Termination. This Agreement may be terminated as follows:

- (i) By either Party for cause as provided in Section 10 of this Agreement.
- (ii) By either Party as a result of non-appropriation as provided in Section 31 of this Agreement.
- (iii) By Town for its convenience upon ninety (90) days' prior written notice to Interstate.

10. Default; Resolution Of Disputes.

A. A default exists under this Agreement if either Party violates any covenant, condition, or obligation required to be performed by it under this Agreement.

B. If a Party ("**Defaulting Party**") fails to cure such default within twenty (20) days after the other Party ("**Non-Defaulting Party**") gives written notice of the default to the Defaulting Party (or, in the event of a default not capable of being corrected within twenty (20) days, if the Defaulting Party fails to commence correcting the default within twenty (20) days of the Non-Defaulting Party's notice and thereafter fails to correct the default with due diligence), then, at the Non-Defaulting Party's option, the Non-

Defaulting Party may terminate this Agreement effective upon such date as the Non-Defaulting Party specifies. Notwithstanding either Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of either Party to invoke the remaining provisions of this Section 10.

C. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("**Executives**"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

D. If the dispute has not been resolved by negotiation as provided above, the Parties shall endeavor to settle the dispute by mediation with a neutral third party. If the Parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral third party, such third parties to appoint a neutral third party to mediate. Each Party shall pay their own attorneys' fees incurred in connection with negotiation and mediation.

E. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the state courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

11. Payment of Subcontractors. Interstate shall contract with and pay any and all subcontractors used by Interstate in the performance of the Services. Town shall in no event have any liability to any subcontractor, and Interstate shall indemnify and hold Town harmless from any such liability.

12. Non-discrimination; Compliance with Applicable Laws. In the performance of the Services Interstate:

A. shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

B. shall insure that applicants are employed and that employees are treated during

employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability;

C. shall in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants shall receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability; and

D. shall comply with all applicable federal, state, and local laws, rules, and regulations.

13. Prohibited Interests.

A. Interstate agrees 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 its Services under this Agreement. Interstate further agrees that in the performance of the Agreement, no person having any such interest shall be employed.

B. No official or employee of Town shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

14. Independent Contractor. Interstate shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Town. Interstate shall be free from the control and direction of Town in the performance of the Services, both under the terms of this Agreement and in fact. Town and Interstate further stipulate and agree that Interstate is customarily engaged in an independent trade, occupation, profession or business related to the performance of the Services required by this Agreement. Interstate understands that: **(1) TOWN SHALL NOT PAY OR WITHHOLD ANY SUM FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY OR ANY OTHER WITHHOLDING PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY; (II) INTERSTATE IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT; (III) NO EMPLOYEE OF INTERSTATE IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM TOWN OR TOWN'S WORKERS' COMPENSATION INSURANCE CARRIER; AND (IV) NO EMPLOYEE OF INTERSTATE IS ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY INTERSTATE OR SOME OTHER ENTITY.** Interstate agrees to indemnify and hold Town harmless from any liability resulting from Interstate's failure to pay or withhold state or federal taxes on the compensation paid under this Agreement.

15. Books and Records. Interstate's books and records with respect to the Services and reimbursable expenses shall be kept in accordance with recognized accounting principles and practices, consistently applied, and shall be made available for Town's

inspection at all reasonable times at the places where the same may be kept. Interstate shall not be required to retain such books and records for more than three (3) years after completion of the Services.

16. Communications. All communications relating to the day-to-day activities for the Project shall be exchanged between the respective Project representatives of Town and Interstate who shall be designated by the Parties promptly upon commencement of the Services.

17. Assignment. This Agreement is for personal services predicated upon Interstate's special abilities or knowledge. Interstate may not assign this Agreement in whole or in part without the prior written consent of Town, which consent may be unconditionally granted, withheld, or conditionally granted in Town's sole and absolute discretion.

18. Waiver. The failure of either Party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

19. Notices. All notices required or permitted under this Agreement shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by telecopies, directed as follows:

If intended for Town to:

Town of Frisco
P.O. Box 4100
One Main Street
Frisco, Colorado 80443
Attn: Thomas Fisher, Town Manager
Telecopier number: (970) 668-0677
Telephone number: (970) 668-9123

If intended for Interstate, to:

Interstate Parking Company of Colorado LLC
Attn: Gareth Lloyd
1610 Wynkoop Street, Suite 600
Denver, Colorado 80202
Telephone number: (720) 646-0261
Email: glloyd@interstateparking.com

With a copy to:

Interstate Parking Company of Colorado LLC
Attn: Tony Janowiec
710 North Plankinton Avenue, Suite 700
Milwaukee, Wisconsin 53203
Telephone number: (414) 274-2861
Email: tjanowiec@interstateparking.com

Any notice delivered by mail in accordance with this Section 19 shall be effective on the third business day after having been deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered by telecopier in accordance with this Section 20 shall be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier shall be effective upon actual receipt. Either Party, by notice given as provided above, may change the address to which future notices may be sent. E-mail is not a valid means of giving notice under this Agreement.

20. Governing Law. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

21. Attorneys' Fees. If any action is brought in a court of law by either Party concerning the enforcement, interpretation, or construction of this Agreement, the prevailing Party, either at trial or upon appeal, shall be entitled to reasonable attorneys' fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

22. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

23. Entire Agreement. This Agreement is the entire agreement between the Parties, and supersedes all prior contracts, proposals, representations, negotiations, and letters of intent, whether written or oral, pertaining to the Services.

24. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. Oral amendments to this Agreement are not permitted.

25. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original for all purposes and all of which together shall constitute but one and the same instrument.

26. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

27. Fax or Scanned Copy Sufficient. For all purposes contemplated in this Agreement, including execution of this Agreement, facsimile or scanned signatures shall be as valid as the original. Both Parties waive any claim or defense that a facsimile or scanned signature is not valid or is not the best evidence of signature.

28. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a final, non-appealable order of a court of competent jurisdiction the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes of this Agreement.

29. Incorporation of Exhibits. All exhibits referred to in this Agreement are incorporated into this Agreement by reference.

30. Authority. The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.

31. Annual Appropriation. Notwithstanding anything contained in this Agreement to the contrary, Town's obligations under this Agreement are expressly subject to an annual appropriation being made by Town Council of Town of Frisco, Colorado in an amount sufficient to allow Town to perform its obligations under this Agreement. If sufficient funds are not so appropriated this Agreement may be terminated by either Party without penalty; provided, however, that in such circumstance Town shall pay Interstate for all Services performed prior to the effective date of termination of this Agreement. Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation

whatsoever within the meaning of the Constitution or laws of the State of Colorado.

32. No Partnership. Notwithstanding any provision contained in this Agreement, to the contrary, it is expressly understood and agreed that the Town shall not be construed or held to be a partner, associate or joint venturer of Interstate in the conduct of its business. Interstate shall at all times have the status of an independent contractor as provided in Section 14 of this Agreement without the right or authority to impose tort or contractual liability upon the Town.

33. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

34. "Day" Defined. Unless otherwise indicated, the term "**day**" means a calendar day, not a business or working day.

35. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties, and their respective successors and permitted assigns.

Signature Page to Parking Services Agreement

TOWN OF FRISCO, a Colorado
municipal corporation

By: _____

Frederick J. Ihnken, MAYOR

ATTEST:

Stacey Nell, CMC,
Town Clerk

INTERSTATE PARKING COMPANY OF
COLORADO LLC, a Colorado limited liability
company

By: _____
Gareth James Lloyd, Executive Vice President
and Operating Partner

Exhibit "A"
To Parking Services Agreement

Description of the Services

The Services to be provided to the Town by Interstate under this Agreement are as follows:

1. Interstate Duties - Generally. Interstate shall be the Town's "Parking Enforcement Operator." In such capacity Interstate shall perform all of the duties described in this **Exhibit "A"**. In addition, Interstate shall carry out the Town's policies and execute directives pertaining to parking management in matters not specifically provided for herein provided same are communicated to Interstate, including, without limitation, policies and directives related to parking rates, labor schedules, number of monthly parkers, enforcement and towing, terms and conditions of daily and monthly parking and parking arrangements for tenants or employees of the Town.

2. Parking Rates. The Town shall determine parking rates for the Paid Parking Facility to be managed by Interstate pursuant to this Agreement. The implementation of any parking rate adjustment shall be the responsibility of Interstate. As part of such implementation, Interstate shall be responsible for notifying the public of the new parking rates and their effective date. These rates are included under **Exhibit "E"** and subject to annual review.

3. Complaints. Interstate shall handle and record in a prompt and courteous manner all complaints by patrons of the Parking Facility. Complaints and outcomes shall be made available for review by the Town upon request.

4. Maintenance.

A. Interstate shall maintain paid parking equipment in working order, including but not limited to ticket equipment and revenue control system, and signs. Interstate shall ensure parking meters are free and clear of snow and ice. Interstate shall consult with Town on maintenance obligations and necessary repairs in a timely and economical manner.

B. Town agrees to maintain the roadways, sidewalks and curb cuts adjacent to Paid Parking equipment in accordance with applicable municipal codes. Town shall also be responsible for all repairs and replacement of all town owned lighting and equipment, parking lot and street pavement repairs, and sidewalk maintenance. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Town. It is agreed that any actions, costs, claims, losses, expenses, and/or damages resulting from design or structural faults or defects are the responsibility of Town.

5. Permitting. Interstate shall manage season parking pass permits. Interstate shall ensure that there is an overlap each year between the expiration of old permits and the selling of new permits.

6. Reporting. Interstate shall provide the Town with the following monthly reports:

A. Total paid parking Revenue and number of transactions for all Revenues including, but not limited to, Revenue generated by parking meters, Passport Parking and any other point of sale platform;

B. Total parking citations issued, including, but not limited to, warnings and voided citations - by type of violation and location;

C. Total citation revenue and current collection rate;

D. Total season parking pass permits sold for the month and year to date;

E. Total permit revenue;

F. Customized data analytics reporting dashboard to consolidate reporting of the Revenue and utilization of the Paid Parking Facility including, but not necessarily limited to, the following categories:

- i. Parking zone utilization metrics
- ii. Rate utilization analysis
- iii. Revenue trends by zone, day, month and year as compared to prior periods
- iv. Overnight parking data & analysis
- v. Season pass permit reporting
- vi. Utilization percentages of applications and kiosks
- vii. Citation issuance and collections data
- viii. Occupancy data collected 2x/day

7. Website. Interstate shall create, maintain, and update a website dedicated to parking in Frisco. The web address and look and feel of the website shall be developed in cooperation with the Town. The website shall include at a minimum an interactive Google map, on and off-street parking system information, season pass permit information and applications, and links to online appeals and parking citation payment. Content shall highlight any parking closures or changes including event parking information. The website must be capable of hosting videos, presentations, and notices. The pages should be customizable.

8. Validation Options. The Town retains the right to validate parking. From time to time the Town may provide a global one-time or multiple use validation code that provides a discount for a portion or all of a parking session. There shall be no limit on the number, value or frequency of validation.

9. Customer Service Center. Interstate shall staff an office in a location within the boundaries of Summit County, Colorado, that is acceptable to the Town (the "**Customer Service Center**"). Interstate shall maintain regular, agreed upon hours at the Customer Service Center. Customers shall be able to complete appeals, pay citations, receive parking information, and make complaints at the Customer Service Center. In addition, Interstate shall manage the parking helpline within agreed upon hours.

10. Enforcement. Interstate shall enforce parking regulations in keeping with Town Code on Main Street, side streets, alleys and right of ways in accordance with **Exhibit "E"**. Interstate shall not enforce Town's parking regulations on private property, nor shall Interstate enforce handicap parking violations. Interstate shall not void parking citations without good cause or under circumstances where voiding the citation would be improper. Violation fees are included under **Exhibit "E."**

11. Vehicle Counts. Interstate shall conduct vehicle counts in all areas of paid and/or permitted parking at a frequency agreeable to Town. Counts shall be provided in an agreed upon format.

12. Appeals Process. Interstate shall provide a written appeal process for customers. Appeals must be able to be completed online or in writing and delivered to the Customer Service Center. The appeals shall be reviewed in a manner agreed upon with the Town. If a customer disagrees with the outcome of their parking citation appeal, they have the option to proceed with a court case. Interstate shall follow the Town's procedures for moving a customer to the court's process.

13. Communication & Meetings. Interstate shall confer with the Town on a monthly basis to review reports and make adjustments to the parking system as necessary. On no less than a quarterly basis, Interstate's CEO or such other executive approved by the Town, in the Town's sole discretion, shall confer with the Town to review the Services and provide consultation with respect to strategic planning of the Town's overall parking system.

14. Other Duties. Such other duties with respect to the management of the Town's paid parking facility and parking operations as may be agreed upon by Town and Interstate.

Exhibit "B"
To Agreement To Furnish Parking Management Services

Interstate's Compensation

- A. As used in this Exhibit "B" the following words shall have the following meanings:
- i. **GROSS REVENUE.** Means all revenue, whether hourly, daily or monthly, collected by the Town or Interstate in connection with the operation of the Parking Facility, excluding violation notice revenue, which will be retained by Interstate, and excluding revenue from municipal court fines for violations that have proceeded through the Town's municipal court, which shall be retained by the Town, and the value of all Gratis Parking, from the parking of vehicles in the Parking Facility and other income approved by the Town. Any Gross Revenue, if any, collected directly by the Town will be accurately reported to Interstate.
 - ii. **CREDIT CARD FEES.** Means all transaction fees charged by a credit card processing institution for processing payments of Gross Revenue by a credit card.
 - iii. **TAXES.** Means all transaction value, sales and any other taxes, rates, charges, or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Facility.
 - iv. **NET REVENUE.** Means Gross Revenue minus Credit Card Fees, the 20 Cent Convenience Fee or applicable fee charged by the Tap n Explore Programmer and/or App to the Customer for each transaction, Taxes and any online sales commissions and fees from parking aggregators and applications in connection with Gross Revenue.
 - v. **OPERATING EXPENSES.** Means those expenses paid by Interstate without reimbursement from the Town as listed in Exhibit "C". All other costs in connection with the Parking Facility are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the Town.
 - vi. **BALANCE OF REVENUE.** Means Net Revenue less Management Fee.
- B. **Management Fee.** As compensation for the Paid Parking Facility services rendered by Interstate, Interstate will pay the Town for revenue received each calendar year, during the Term of this Agreement, Fifty Percent (50%) of the Net Revenue (defined above).

As compensation for Main Street, side streets, alley and right of way enforcement rendered by Interstate, the Town will pay Interstate a monthly management fee of One Thousand Eleven Hundred and Forty-Nine Dollars (\$1,149.00) for six (6) months: January, February, March, September, November and December. It is the intent of this section that there be no Main Street Enforcement Service provided in the months of April and October. It is also the intent of this section that Main Street Enforcement Services will continue through May, June, July, and August but no management fee will be charged by Interstate for such enforcement.

On or before the 15th day of each month from Memorial Day to Labor Day, Interstate will give the Town a statement for the preceding calendar month setting out the Net Revenue and calculation for the Management Fee for such month (the "Statement"), together with a check for the Balance of Revenue. For all other six (6) months noted in "B" above, Interstate will bill the Town a monthly Management Fee of One Thousand Eleven Hundred and Forty-Nine Dollars (\$1,149.00).

- C. Interstate and the Town agree that the Town shall offer an unlimited number of seasonal parking passes for the Parking Facility. Annual pricing for such passes shall be at the sole discretion of the Town. Revenues for seasonal parking passes will be collected by Interstate and Interstate will pay the Town Fifty Percent (50%) of the Net Revenue.
- D. Interstate will collect one hundred percent (100%) of the revenue from fines issued by Interstate that are paid by the alleged violator prior to proceeding to the Town's municipal court.
- E. Taxes, if any, separately stated as required by law, will be collected by Interstate from customers and transmitted to the taxing authority as required.
- F. If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.
- G. Annual Increase of Management Fee. Any proposed increase in the Management Fee will be presented by Interstate to the Town by September 1st of each year. If the parties are unable to agree to a proposed increase (if any), either party may terminate this agreement.

Exhibit "C"

INTERSTATE'S EXPENSES

- (i) Wages of personnel assigned to Parking Facility, supervisors, ambassadors, maintenance, clerical and audit staff including workman's compensation insurance, unemployment insurance, social security tax, and health insurance.
- (ii) Business license required by the Town.
- (iii) All costs of Interstate's license plate recognition-based compliance system including hardware, software, licensing fees and costs of processing and collections.
- (iv) Interstate's costs of its owned vehicle.
- (v) Cost of development and ongoing maintenance of "ParkFrisco.com" website
- (vi) Ticket supply, cards and decals
- (vii) Marketing and advertising
- (viii) Postage and invoicing
- (ix) Project management, ongoing monitoring and programming of the ParkFrisco tap n explore and app
- (x) Uniforms
- (xi) Data processing
- (xii) Accounting, including costs of internal audits, if applicable and monthly reporting
- (xiii) Bank fees
- (xiv) Employee costs including retirement, hiring, training and background checks
- (xv) Cost of the Interstate Equipment/Technology including maintenance, repairs, and replacements as needed
- (xvi) Town approved ParkFrisco logo

Exhibit "D"

INTERSTATE EQUIPMENT

- (i) Wayfinding, pricing and other parking related signage
- (ii) All related costs of installation of equipment
- (iii) License Plate recognition software including hand helds and portable printers
- (iv) Tap n Explore and App
- (v) ParkFrisco vehicle
- (vi) Tailored website geared to advertise parking opportunities
- (vii) Five (5) solar powered payment kiosks

If Interstate installs additional equipment or other property owned by Interstate during the Term of this Agreement, Interstate shall notify the Town in writing and such additional property belonging to Interstate shall be added to this Exhibit "D."

Exhibit "E"

PAID PARKING FACILITY RATES, ENFORCEMENT AREAS AND VIOLATION FEES

1. Paid Parking Facility Rates:
 - a. First Thirty (30) minutes free of charge
 - b. Monday to Thursday (10:00am – 5:00pm)
 - i. \$1.25 per half hour, maximum \$12.00/day (Non-Peak, Non-Holiday)
 - c. Friday to Sunday (10:00am – 5:00pm)
 - i. \$1.25 per half hour for the first three (3) hours
 - ii. \$2.50 per half hour thereafter, maximum \$15.00/day (Peak, Holiday)
2. Season Parking Pass Rates for the Paid Parking Facility:
 - a. \$99.00
 - b. Unlimited pass sales
 - c. On sale annually mid-April through mid-June
 - d. Overnight parking is allowed for boaters with a season parking pass
3. Main Street Enforcement
 - a. Three (3) hour limit, 8:00am to 5:00pm, meaning citations start at 11:00am
 - b. Madison Street to 7th Avenue
 - c. No parking 2:00am to 6:00am, November – March.
Exemptions for commercial delivery vehicles while actively loading/unloading.
 - d. No enforcement April or October, annually
4. Side Street Enforcement, meaning Main to Granite and Main to Galena (November – March)
 - a. 2nd Avenue – Main to Granite
 - i. East Side: Parking is allowed from 2:00am-6:00am on Tuesday, Thursday, Saturday and Sunday mornings.
 - ii. West Side: Parking is allowed from 2:00am-6:00am on Monday, Wednesday, and Friday mornings.
 - b. 3rd Avenue – Main to Galena:
 - i. East Side: Parking is allowed from 2:00am-6:00am on Tuesday, Thursday, Saturday and Sunday mornings.
 - ii. West Side: Parking is allowed from 2:00am-6:00am on Monday, Wednesday, and Friday mornings.
 - c. All other side streets – No Parking, 2:00am-6:00am
5. Alleys / Right of Ways:
 - a. No parking 2:00am-6:00am, November – March
6. Violations:
 - a. \$75 violation (Parking Facility or Main Street)
 - b. \$75 late fee after thirty (30) days.