

DRAFT

PARKING MANAGEMENT AGREEMENT

BETWEEN

MILWAUKEE COUNTY

AND

SP PLUS CORPORATION

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PARKING MANAGEMENT AGREEMENT

This **PARKING MANAGEMENT AGREEMENT** ("Agreement") effective June 1st, 2024 ("Effective Date") is between **MILWAUKEE COUNTY**, a municipal corporation in the State of Wisconsin ("County") and **SP PLUS CORPORATION**, a Corporation organized under the laws of the Delaware ("Manager").

RECITALS

- A. County is the owner and operator of General Mitchell International Airport, also known as Milwaukee Mitchell International Airport, in Milwaukee, Wisconsin ("Airport").
- B. County deems it necessary in the operation of the Airport to provide various functions and services to the public under a contract that provides for management of such functions and services and the flexibility to add, delete, or modify services as needs and/or as conditions dictate.
- C. County solicited for a qualified and experienced operator to provide operating and management services for parking, shuttle and ground transportation services for the convenience and benefit of air travelers and the general public at the Airport.
- D. The proposal, submitted by Manager, in response to County Request For Proposal No. 2023-060, was selected as most responsive and best value to County.

NOW, THEREFORE, County and Manager intending to be legally bound by the terms and conditions of this Agreement and in consideration of the mutual covenants and the benefits accruing respectively to County and Manager, County and Manager agree as follows.

1. RECITALS

The Recitals above are true and are incorporated into and are part of the Agreement.

2. AGREEMENT TERM

This Agreement shall commence June 1, 2024, the Effective Date, and shall continue for a period of five (5) years and seven (7) months, until December 31, 2029 unless sooner terminated pursuant to the provisions of this Agreement ("Initial Term").

2.1 Option to Extend Term

Prior to the expiration of the term, and if Manager is in good standing with the terms and conditions of the Agreement, County, at its sole discretion, may extend the Term of the Agreement for two (2) additional, but separate, Option Periods of one (1) year each. County shall notify Manager in writing at least ninety (90) days prior to December 31st of each option period as to whether it intends to exercise the option.

2.2 Agreement Year

For the purpose of this Agreement, "Agreement Year" shall first mean the seven (7) months beginning June 1, 2024 through December 31, 2024, and then following, Agreement Year shall mean the twelve (12) month period beginning January 1 of each year and ending the subsequent December 31 of each year.

If Agreement expires prior to an extension or execution of a new agreement; Manager will continue operating on a "Month-to-Month" basis under same terms and conditions for a period not to exceed 180 (one hundred eighty) days, unless either party provides a 30 (thirty) day written notice of termination.

2.3 Early Termination

County, by written notice, may terminate this Agreement upon no less than sixty (60) days advance written notice for any reason. If either party terminates this contract prior to the expiration of the Initial Term, County shall be liable only for payment under the payment provisions of this contract for services satisfactorily rendered before the Effective Date of Termination, as determined by County in its sole discretion and any such payment shall not exceed the unpaid amounts due hereunder.

3. FACILITIES AND EQUIPMENT

3.1 Condition of the Facilities

Manager accepts the Facilities in "as is" condition with absolutely no warranties as to condition or suitability for use being given by County and releases County from any liability in connection with such condition. All improvements made to the Facilities shall be made and maintained as described in this Agreement and/or the Operations Manual. Manager's occupancy of the Facilities shall be conclusive evidence that Manager has accepted the Facilities in "as is, where is, and with all faults" condition and that the Facilities was in good and satisfactory condition for the use intended at the time such possession was taken.

3.2 Parking and Other Facilities

"Facilities" shall mean buildings, parking areas, roadways, driveways, paved areas, landscaping, fences, sidewalks, County parking systems, equipment, signs, or any other enhancements or improvements in, under, or upon the Airport, whether now existing or hereafter added, assigned to and/or necessary to be used by Manager in the performance of its duties and obligations herein. Facilities shall not include Manager's equipment or trade fixtures or removable personal property. The Facilities include, but are not necessarily limited to, the following elements (as further described and depicted on Exhibit A attached hereto):

3.2.1 Parking Garage

The Parking Garage is a six-story elevated parking structure, separated by three sections and located in front of the Terminal (as shown on Exhibit A). The garage has approximately 8,103 total parking spaces with 7,660 Daily and 443 Hourly spaces. The Daily section of the garage has four entry lanes

with license plate recognition (“LPR”) and closed-circuit Television (“CCTV”) cameras. The Hourly section has three entry lanes with LPR and CCTV cameras. Both Daily and Hourly sections exit through the main exit plaza consisting of 13 exit lanes, 11 automated, credit card-only lanes and two automated, credit card and cash lanes. One automated credit/cash lane includes a cashier workstation with register. LPR and CCTV cameras are mounted in each exit lane. The Parking Garage also houses the Rental Car Customer facility and ready car parking that supports rental car activities at the Airport; however, Rental Car activities are not in the scope of this Agreement.

3.2.2 Surface Lot

The Surface Lot is located just south of the Parking Garage with approximately 550 spaces. This lot has one cashier booth with workstation and register, one credit/cash exit lane, and two entry lanes. LPR and CCTV cameras are mounted in each entry and exit lane. Located just west and sharing a fence line of the Surface Lot is the Cell phone lot. This lot has 29 parking spaces for guests to wait briefly for arriving passengers. The Surface Lot is also used for overflow cell phone waiting, as it has a 30-minute grace period.

3.2.3 Saver Lot A

Saver Lot A is located approximately one third of a mile west of the Parking Garage and has approximately 1,699 spaces. Twenty-four-hour shuttle service is provided between the Terminal and Saver Lot A. Saver Lot A has one cashier booth with cashier workstation and register, one credit/cash exit lane and one credit card only exit lane and two entry lanes. LPR and CCTV cameras are mounted in each entry and exit lane.

3.2.4 Saver Lot B

Saver Lot B is located approximately one half of a mile west of the Parking Garage and has approximately 1,154 spaces. Twenty-four-hour shuttle service is provided between the Terminal and Saver Lot B. Saver Lot B has one cashier booth with attendant workstation, one credit/cash exit lane and one credit card only exit lane and two entry lanes. LPR and CCTV cameras are mounted in each entry and exit lane.

3.2.5 Milwaukee Airport Rail Station Parking (“MARS”) Lot

The MARS Lot is located slightly northwest of Saver Lot B with approximately 283 spaces. This lot has two entry lanes and three exit lanes, one credit/cash lane and two credit cards only lanes. LPR and CCTV cameras are mounted in each entry and exit lane.

3.2.6 Valet Parking

Valet Parking is located on level one-yellow of the Parking Garage and is comprised of has 52 parking spaces. The valet staff/podium are stationed on the ticketing roadway. All guests utilizing valet will drop off and pick up their vehicle from the Ticketing roadway where the valet podium is located.

3.2.7 Employee Parking Facilities

Employee parking facilities are not controlled by a PARCS.

3.2.7.1 Employee Lot A (Main Lot)

The Main Employee Parking Lot A is the largest employee parking area and is located on the west side of the Airport along Hutsteiner Road and Howell Avenue and has approximately 1,116 parking spaces.

3.2.7.2 Employee Lot B (Admin Lot)

Employee Lot B is a limited access surface parking lot with 78 parking spaces located adjacent to the north end of the Terminal.

3.2.8 County Administrative and Station Manager Parking Areas

These parking areas are surface parking with approximately 23 spaces for designated County staff and five spaces for designated Station Managers and are located near the Terminal loading dock area.

TABLE 1 - DESIGNATED PARKING AREAS

Location	Spaces	Level	Entry Lanes	Exit Lanes	Description
Garage	7,660	6	4	13	Daily Parking
Garage	443	1	3	13	Hourly Parking
Surface	550		2	1	Daily/Large Vehicle Parking
Cell Phone	29		1	1	Surface Lot
Saver A	1,699		2	2	Long Term Parking (Surface)
Saver B	1,154		2	2	Long Term Parking (Surface)
MARS	283		2	3	Surface Lot
Valet	52				Valet Parking
Employee A	1,116		1	1	Employee Permit Parking
Employee B	78		1	1	Employee Permit Parking

County reserves the right, from time to time and in its sole discretion, to increase or decrease the total number of parking spaces included within the Designated Parking Areas. Nothing contained herein shall preclude County from entering an agreement with any other party or parties during the term of the Agreement for the operation and management of any parking areas on or adjacent to the Airport.

3.3 Fleet Vehicles and Parking

3.3.1 Shuttle Buses and Vehicles

The typical fleet mix, as of the Effective Date, includes 12 shuttle buses and 3 other vehicles and used to provide the Managed Services, as may change from time to time based on demand and operational need. Shuttle Buses and Vehicles shall be provided by County.

3.3.2 Shuttle Bus Parking

The Shuttle Bus Parking area is located adjacent to the Parking Office.

3.3.3 Parking Office

The Parking Office is a freestanding building just west of the parking structure for use by Manager staff, at no cost to Manager and contains office space, a break room, storage area, a money-counting room, and other rooms, furniture, fixtures and equipment necessary to deliver Management Services under this contract. This building also contains Parking Access and Revenue Control System (“PARCS”) control equipment.

3.3.4 Information Desk

The Information Desk is located in the pre-security area of the Terminal and is used in support of information and coordination services provided to the public by County.

3.3.5 Equipment, Systems, and Software

All equipment, systems, and software, including the PARCS, shuttle buses, other vehicles, and other equipment necessary for the operation of the Managed Services for the duration of the Term, managed and operated as described herein shall be considered part of the Facilities. Such equipment, systems, and software are described in the Equipment and System Inventory attached hereto as Exhibit B.

- A. County and Manager shall verify and document that all items Exhibit B are accounted for, including the status or condition of each item, as of the Effective Date of this Agreement.
- B. Equipment identified in Exhibits B and any other equipment or future equipment subsequently authorized for purchase by the Manager as a reimbursable expense and any other non-PARCS equipment assigned to the Manager for performance of the Managed Services shall be owned by County.
- C. County and Manager shall verify and document the items described in Exhibit B at the termination of this Agreement.
- D. A current inventory of all equipment and systems, including items subsequently purchased or removed, with the written approval of County, shall be maintained at all times in the Operations Manual.
- E. Inventory shall be in the same condition that existed at the beginning of the Agreement, subject to normal wear and tear.
- F. Damaged, lost or stolen equipment under the Manager’s care shall be repaired or replaced as soon as is reasonably possible as either a

reimbursable operating expense by County approval or through an insurance claim procedure contained in the Operations Manual.

- G. If equipment is lost, stolen or damaged due to Manager or Manager's vendors neglect, Manager shall be financially responsible for replacement or repair.
- H. Manager acknowledges that it has carefully examined all Facilities and equipment referenced to in this Agreement and is familiar with such Facilities, including the PARCS and all vehicles, and that Manager hereby accepts the same as they exist on the Effective Date of the Term hereof, except as noted, in writing, by Manager prior to acceptance.
- I. Additions, deletions, or modifications to Facilities, under County written approval do not require amendment to this Agreement provided such changes and written approval by County are fully documented in active inventory in the Operations Manual.
- J. Manager shall conduct an inventory audit and least twice per year.

4. Use of Airport and Facilities

4.1 Limitations

Facilities shall only be used for purposes they are designed for, consistent with duties and obligations under this Agreement and for no other purpose whatsoever. Manager shall not, at any time during the Term hereof, cease to manage any or all of the Facilities without prior written approval of County. Management and operation of the Facilities described in herein shall in no way be deemed to be a lease of those areas.

Manager shall not install any coin or credit card devices such as vending or amusement machines or devices, nor install nor permit commercial advertising signs or any kind of concession activity without prior written permission of County.

4.2 Use of Airport

Manager shall not use or permit anyone else to use the Facilities, nor shall Manager permit anything to be done on the Facilities which: (a) adversely affects or is likely to adversely affect the physical condition of Airport premises or improvements; (b) creates any condition that may be a safety hazard or violates Federal Aviation Administration ("FAA") regulations; (c) creates a material health and safety hazard or a nuisance; or (d) adversely interferes, in anyway, with Airport operations.

4.3 Compliance with All Laws

Manager and Manager's officers, employees, invitees, agents and contractors shall comply with: (a) all applicable federal, state, and local laws, rules, regulations, policies, and ordinances, including without limitation, rules, regulations and ordinances adopted by County, the Airport Rules as any of the same may be amended from time to time, including laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning workers compensation, and minimum and prevailing wage requirements; (b) laws, rules and regulations and policies relative to occupational safety and health; and (c) all

Environmental Law (as defined in Section 14.1.3).

4.4 Conduct of Business

At all times during this Agreement, Manager shall be registered, and in good standing, to do business in the State of Wisconsin.

4.5 Airport Public Facilities

Manager, its employees, agents, contractors, guests, patrons, licensees and invitees, and suppliers of materials and furnishers of services, shall have the nonexclusive right to use, in common with others, all public Airport facilities, improvements, roadways and areas at the Airport as may be necessary for access to and from the Facilities and for performance of Manager's duties and obligations herein, which are now or hereafter provided by County for such use ("Airport Public Facilities").

4.6 County Authority Over Airport Public Facilities

In addition to any other rights granted by law or by this Agreement, County reserves the right to: (a) expand or contract the boundaries of the Airport Public Facilities; (b) to change, modify, or expand the development standards for the use of the Airport Public Facilities; (c) to permit the use of the Airport Public Facilities by others in such manner as County may from time to time determine; (d) to close all or any portion of the Airport Public Facilities; (e) to construct additional buildings or other improvements in the Airport Public Facilities; and (f) to evict anyone from the Airport Public Facilities who fails to comply with applicable laws and regulations, including County ordinances.

4.7 Fire Safety

Manager shall exercise due and reasonable care and caution to prevent and control fire on the Facilities and to that end shall provide and maintain such fire suppression and other fire protection equipment as may be required pursuant to applicable governmental laws, ordinances, statutes and codes for the purpose of protecting the improvements adequately and restricting the spread of any fire from the Facilities to any property adjacent to the Facilities.

4.8 Business Licenses

Manager shall obtain and maintain all federal, state, and local licenses and permits necessary or required by law for the operation of Manager's business. Manager shall keep such licenses and permits displayed on the Facilities, as required by law. Manager shall provide County with a certificate of good standing as formal proof of authorization to do business in the state of Wisconsin.

4.9 Compliance with Americans with Disabilities Act

Manager shall comply in all aspects with the Americans with Disabilities Act ("ADA"), including the provision of training and recurrent training for all of Manager's employees working at the Airport.

4.10 Airport Security Compliance

Manager shall be fully responsible for security of the Facilities, including compliance with Department of Homeland Security, Transportation Security Administration ("TSA"), FAA and Airport security requirements, rules, and regulations. In the event that the TSA, FAA or other federal, state, or local agency imposes a fine and/or penalties or any expense, on County, as a result of a violation of security regulations, acts or omissions of Manager, Manager agrees to pay and/or reimburse all such costs and expense within ten (10) days of receipt of invoice therefor from County.

4.11 Condition of Facilities

County makes no warranties or representations regarding the condition of the Facilities including, without limitation, the environmental condition of the Facilities or the suitability of the Facilities for Manager's intended uses. Manager has had the opportunity to inspect the Facilities, accepts the Facilities in "as is" condition, and assumes all risks of the condition of the Facilities, known and unknown. County and Manager shall have no liability to the other, nor shall either have any claim against the other party for any damage or injury caused by the condition of the Facilities existing as of the Effective Date. Unless otherwise stated in this Agreement or agreed in writing by both parties, County shall have no responsibility to bring the Facilities into compliance with any laws including, without limitation, any building or occupancy codes.

5. MANAGED SERVICES

In performance of its duties and obligations under this Agreement, Manager shall be responsible for management, operation, and oversight of the Managed Services, including without limitation: cost effective parking management; establishing efficient practices and procedures; financial transactions including accurate cash handling; revenue control; financial reporting via the PARCS and other means; providing high quality customer service; safe and secure service Facilities to minimize accidents and injuries; providing a competent, productive, positive and well trained workforce; and maintaining timely and accurate records.

Manager shall operate and manage the parking areas, shuttle operation, and ground transportation services and all other Facilities, in accordance with the Operations Manual and according to the terms and conditions of this Agreement.

The term "Operations Manual" shall mean the Operations Manual approved by County, from time-to-time as described in Section 5.1.

The term "Managed Services" shall mean the collective management and operation of the Facilities, as defined in Section 3 described herein, or as may be subsequently modified, added, or deleted. All existing Facilities, owned by County and for use in the performance of Managed Services are hereby assigned, in an "as is" condition, to Manager for use during the Term of this Agreement. Subject to all the terms and conditions of this Agreement, County hereby grants to Manager the right, and Manager hereby assumes the obligation, to operate and manage the Facilities necessary for the performance of Managed Services described in this Agreement.

Managed Services specifically include, without limitation, those services described in each

subsection below.

5.1 Operations and Procedures Manual (“Operations Manual”)

The Operations Manual is a critical element of the successful operation of all parking facilities and ground transportation activities. The Operations Manual describes and sets forth all of the means and methods to deliver the Managed Services. Accordingly, Manager shall maintain a current manual meeting minimum requirements described herein as well as any additional elements Manager determines as relevant and appropriate to include.

Manager shall create and submit a preliminary Operations Manual forty-five 45 days in advance of the start of operations review and approval. It is a material condition that the Successful Respondent can prepare in advance; however, since the Operations Manual is essentially a living document, it is reasonable to expect that some components of the manual may not be fully complete prior to the start of operations. Manager may temporarily use the prior Operations Manual for those incomplete sections upon written approval of County provided; however, Manager shall remain responsible for its obligations under this Agreement during such interim period.

Manager shall complete and submit an Operations Manual, in electronic form and in Microsoft Word format, within thirty (30) days following the Effective Date to County for its review and comment. County shall review the Operations Manual and provide comments within thirty (30) days; County, at its discretion, may require Manager to amend or otherwise change the Operations Manual subsequent to its review. Manager shall make necessary revisions and submit a final version of the Operations Manual to County within thirty (30) days of receipt from County for final review and approval. The Operations Manual, and all revisions thereto, shall be automatically incorporated into and made a part of this Agreement upon written approval by County.

Failure of Manager to submit the Operations Manual to County within the aforementioned timeframes, or subsequent date if approved in writing by County, shall constitute an immediate material breach of this Agreement.

The contents of the Operations Manual are considered to be sensitive information and therefor Manager shall not disclose either the draft or final Operations Manual to any person or entity other than County or Manager employees. Disclosure of the Operations Manual or its contents shall also constitute an immediate material breach of this Agreement entitling County to injunctive relief.

5.1.1 Operations Manual Contents

The Operations Manual shall be indexed by principal subject matter areas and, at a minimum, shall include the following items and subject matter areas:

- A. General Operating and Management policies
- B. Budget Preparation and Approval Process
- C. Accounting and Auditing Procedures
- D. Cash Control Procedures

- E. Duplicate Credit Card Procedures
- F. Insufficient Funds and Collection Procedures
- G. Return Check Procedures
- H. Ticket Exceptions Procedures
- I. Information Technology/Computer Acceptable Use Policy
- J. PARCS User Guide
- K. Secret Sensitive Information & Nondisclosure
- L. Complaint Handling Procedures
- M. Customer Assistance Programs
- N. Vehicle Inventory Procedures
- O. Duties of Personnel Positions
- P. Emergency, Safety and Security Procedures
- Q. Maintenance Procedures/Responsibilities
 - i. Preventative Maintenance
 - ii. Facilities Inspection/Corrective Actions
 - iii. Facilities
 - iv. Vehicles
 - v. Janitorial Services
 - vi. Schedules
- R. Employees
 - i. Job Descriptions (for each position)
 - ii. Personnel Policies and Procedures
 - iii. Employee Master Schedule and Shift Staffing (by Position)
 - iv. Employee Training Guide (by Job Title)
 - v. Employee Disciplinary Procedures
- S. Quarterly Review Procedures and Evaluation Criteria
- T. Inclement Weather Procedures
- U. Lost Ticket Procedures
- V. Primary & 24x7x365 Emergency Contact Information
- W. Shuttle Bus Operations
- X. Ground Transportation Operations
- Y. Janitorial and Facilities Program
- Z. Safety and Security Procedures
- AA. Customer Service Policies
- BB. Marketing Program and Support Services
- CC. Abandoned Vehicle and Towing Procedures
- DD. Information Desk Operations
- EE. Lost and Found Articles

5.1.2 Operations Manual Review and Revision Log

Changes to Airport operations or that affect the Managed Services or Facilities shall be reflected in the Operations Manual in a timely manner. The Operations Manual shall otherwise be reviewed by Manager at least two (2) times per Agreement Year, or as otherwise directed by County. Manager shall propose revisions to the Operations Manual in either event by submitting the proposed revision by sending to County for review and

approval; however, County may direct Manager to make certain revisions at any time. All revisions to the Operations Manual shall be consistent with the Agreement and are subject to the written approval of County before incorporation. Manager shall document each change made to the Operations manual. If, after required Manager reviews are complete and no changes are warranted, Manager shall document that a review was completed, noting such along with the date completed.

Once approved by the County in writing, Operations Manual changes shall be automatically incorporated into this Agreement by reference without the need for an Agreement Amendment.

5.2 Operation and Management of PARCS

The Garage, Surface Lot, Saver Lot A, Saver Lot B, and MARS Lot are controlled by a PARCS. The PARCS was installed in 2021 and its components include, but is not necessarily limited to, ticket entry machines, cashier terminal, credit card and cash pay in lane, credit card and cash pay on foot units, digital messaging screens, LPR, CCTV cameras, gates with LED arms, software, validation machine, rate signage and printers. Manager shall be responsible for maintaining all equipment in proper working order pursuant to Manager's responsibilities set forth in Section 6.20.

Manager shall manage and operate the County Airport PARCS, including any modifications and expansions.

Manager affirms that it understands and is capable of efficiently operating the PARCS to the system's fullest capability, license plate recognition, space capacity control, various reporting capabilities, and other subsystems not identified herein. Manager will train its employees in the proper use of the Airport's PARCS in accordance with the Operations Manual. Manager, using the PARCS equipment, shall provide for the collection, distribution and storage of information; data reconciliation and audit; auditing of accuracy of the cashiers and all automatic transactions through PARCS; on-line transactions and other data inquiries; system status monitoring and reporting and correction; and data backup and management for the development of manual and computer-generated reports, all in accordance with the Operations Manual. The PARCS includes software developed at County's expense for use in Manager's operations; such software is proprietary to County and the manufacturers. Manager shall not copy, assign, sell or use the software for purposes not authorized by this Agreement except with the prior written approval of County.

5.3 PARCS Maintenance

- A. Manager shall procure all stock items necessary to operate the PARCS in accordance with the Annual Budget.
- B. Manager shall inspect the PARCS on a daily basis and report any problems or malfunctions to County designated personnel within thirty (30) minutes of discovery of such problem. Manager shall provide Level 1 Repair and Maintenance services of the Airport PARCS and other equipment as identified by County and described in the Operations Manual. Level 1 Repair and

Maintenance, in accordance with applicable manufacturer's warranties, shall include but not be limited to:

- 1) General upkeep of the equipment including cleaning of the external finishes of PARCS hardware components, e.g., tops of screens, cameras, gate arms, rate or entry/exit signage, protective bollards, and other equipment readily visible to the public. Damage caused by improper cleaning shall be rectified at Manager's sole expense.
 - 2) Simple day-to-day PARCS operation and repairs including loading and unloading of ticket/receipt paper, clearing jams from cash or paper handling mechanisms, re-attaching gate arms that have become dislodged due to impact.
 - 3) Manage service calls to PARCS vendor.
 - 4) Reporting of PARCS vendor performance responding to and resolving maintenance and repair issues.
- C. Manager shall report on maintenance, repair, and service to the PARCS monthly.
- D. Manager shall not perform any work on the PARCS other than that specifically stated in the Operations Manual or requested by County in writing.
- E. Manager shall reimburse County for service costs incurred as a result of Manager's failure to perform routines related to operating the revenue control system according to the Operations Manual or damages caused to PARCS by Manager.
- F. A barcoded, automatically dated and time-stamped parking ticket shall be issued by the PARCS equipment to each transient public parking patron upon entry into the Facilities, except for those patrons who are using a reservation or loyalty system or as otherwise approved by County in writing. Tickets are to have a unique ticket identifier number and shall list County parking terms and conditions. Manager shall procure and purchase ticket stock as a reimbursable expense, load all ticket-issuing machines and maintain documented control of all issued tickets.

5.4 Change Fund and Cash Handling

Manager shall initially establish, the necessary change fund for daily parking operations, including cash drawers, etc. Manager shall collect and hold in trust for County, until deposited daily in a bank approved by County, all Gross Receipts (as is defined in Section 8.9.1) generated from operations under this Agreement. Manager shall be responsible for collecting, accounting for, and depositing parking, towing, ground transportation, and monies from any other source to County's designated bank accounts. There shall be a separation of duties among cashiers and other Manager employees who receive cash and who prepare the daily deposit. Manager shall be responsible for the collection, remittance to County and reporting of all sales taxes included in the Gross Receipts. Manager shall monitor and operate all entries to and exits from the Facilities and shall perform the cashier/collection functions in accordance with the Operations Manual or as directed in writing by County. Manager shall provide follow-up and collection of outstanding delinquent parking accounts according to approved procedures within the Operations Manual.

5.5 Shuttle Bus and Vehicle Operations and Management

Manager shall, at a minimum, perform the following functions:

5.5.1 Scheduled Shuttle Bus Service

Shuttle Buses shall be used to provide transportation of customers to and from the Terminal to and from remote parking lots. Manager shall operate a scheduled shuttle bus service at the Airport twenty-four (24) hours per day, seven (7) days per week, 52 weeks per year, using fixed routes, at a Headway frequency or at fixed times, all as determined by County. "Headway" is defined as the time that separates two (2) shuttle buses traveling the same shuttle bus route in the same direction. Manager shall monitor and assess the shuttle bus usage and recommend to County when the number of buses for required route operations should be increased or decreased. Manager may change the routes, service or schedules only with the prior approval of County. Airport shuttle bus routes shall be recommended by Manager and approved by County. Current shuttle routes shall be maintained in the Operations Manual.

5.5.2 Bus and Vehicle Maintenance

Utility/Support Vehicles and Shuttle Buses shall be mechanically maintained, replaced and updated by County in a manner that is compliant with any governmental, insurance or other regulatory requirements in connection with Manager's use of such Utility/Support Vehicles and Shuttle Buses under this Agreement; however, Manager shall monitor maintenance schedules and perform preventative maintenance according to applicable maintenance schedules and responsibilities described in the Operations Manual. Manager shall make timely requests for regular and unplanned maintenance and service coordinating operational schedules of Utility/Support Vehicles and Buses to avoid disruptions to Manage Services. Additionally, Manager shall perform interior and exterior cleaning and vehicle washing, all in accordance with Section 5.5 and in the Operations Manual.

5.5.3 Radio Dispatch

Manager shall manage, operate, and maintain the shuttle bus dispatching radio system during all the hours that shuttle buses are in operation. The dispatch radio system shall be used by Manager to meet any County Headway requirements and to maintain contact with each vehicle on the road. The shuttle drivers shall notify the dispatcher when additional shuttles are required to meet the Headway requirement.

5.5.4 Bus Markings and Tracking

Manager shall provide signage and graphic designs, as approved or provided by County, for the exterior of the shuttle buses and other vehicles. Information on the interior of the shuttle buses shall indicate the driver's

name and Manager's name and telephone number. Signage on both the exterior and the interior of the vehicles shall include notice, as approved by County, indicating the bus is operated by Manager on behalf of County.

5.5.5 Automated Vehicle Identification ("AVI")

If so directed by County, Manager shall implement or operate an AVI system for monitoring shuttle bus operations and/or Ground Transportation operations as a County expense.

5.5.6 Shuttle Bus Driver Requirements

All shuttle bus drivers shall possess valid, current, State of Wisconsin driver's licenses with proper classifications for the vehicle they are assigned to operate. Drivers shall: (a) be trained to make courteous announcements to passengers regarding parking lot and airline drop off locations on the Airport; (b) advise the dispatcher on the need for additional services; (c) make no charge to the riders for use of the shuttle buses nor shall drivers solicit gratuities; and (d) be fully trained, including recurrent training, and able and willing to provide assistance in entering or exiting shuttles to guests with ADA or special needs by use automatic lifts installed on the shuttle.

5.5.7 Title to Vehicles

All vehicles leased or purchased with County funds, over the Term of this Agreement shall be the property of County. All vehicles shall be titled and licensed by County in the State of Wisconsin and shall be subject to the inspection requirements of the State of Wisconsin and the United States Department of Transportation and any other appropriate governmental authority.

5.6 Traffic Control

Manager shall provide the overall management and traffic control of ground transportation at designated areas of the Airport including, but not limited to various modes of transportation such as private non-commercial automobiles, taxis, limousine service, courtesy shuttles, regional coaches, external parking provider buses and Transportation Network Companies ("TNC") and other companies in the future, utilizing automatic vehicle identification, taxi dispatch system, other future or replacement systems, and manually, all in accordance with the Operations Manual.

Manager shall manage the various fixed, movable, variable, and electronic message signs at the Airport related to communication of information the Facilities, rates, space availability, lot locations and other user critical information. Variable-message and electronic signs are to be updated throughout the day as conditions change.

5.7 Customer Disputes, Claims and Complaints

Manager's supervisory personnel shall address all customer disputes, claims and complaints in accordance with the Operations Manual. Manager shall promptly investigate and make recommendations to County to resolve all claims made for losses

or damages to persons, property, including vehicles, as well as any complaints related to the Managed Services. Manager shall maintain an electronic record or database, in a form acceptable and accessible to County, detailing the date when claims and complaints are received by Manager, responses and actions by Manager, and the date claims and complaints are closed. Manager shall furnish County with a copy of each claim or complaint in accordance with the Operations Manual.

5.8 Valet Service

5.8.1 Operations

Manager shall provide curbside valet services in a first-class manner and in accordance with the highest standards for similar curbside valet operations at similar-sized national airports and in the local area. Service shall be prompt, clean, courteous, and efficient and consistent with the procedures and duties as described in the Operations Manual. Manager shall recommend and implement various marketing and promotion to support and increase utilizations of valet services, as approved by County, including price structures and strategies.

5.8.2 Vehicle Inspection, Security Protocols, and Curb Management

Manager shall monitor and manage valet-related traffic by setting up and taking down cones or erecting or replacing delineators.

Manager shall manage and allocate the staging of customer's vehicles in accordance with all security directives of the TSA, County, including the Milwaukee County Sheriffs' Department. It is the responsibility of the Manager to report any security concerns of which its employees become aware or identify.

5.8.2.1 Vehicle Arrival/Drop-Off

Manager shall immediately inspect all vehicles being dropped off at the designated location for exterior condition/damage and for security purposes, including the possibility of explosive devices or substances which might cause injury to persons and/or property damage, and Manager shall not allow any customer to leave the vehicle or receive a vehicle claim check until it has been inspected by Manager.

Inspection of vehicles shall include inspecting underneath the vehicle, opening the hood of the vehicle, opening the trunk and all vehicle compartments within the vehicle. All packages remaining in the vehicle after customer drop off shall also be inspected.

Once a valet parking customer drops off their vehicle and the Manager conducts the vehicle inspection and completes the business transaction with the customer, the Manager shall immediately relocate the customer's vehicle to the designated parking area identified in the Operations Manual. Manager shall

secure keys accepted from customers to all the vehicles stored and retain such keys under the Manager's physical control.

5.8.2.2 Vehicle Return/Customer Pickup

Customers shall have minimal wait time for picking up their vehicles upon their return to the Airport.

Once a customer returns to the Airport and notifies the Operator of their return (in-person, phone call, mobile application or other), Manager shall immediately transport the customer's vehicle to the curbside drop-off/pick-up area.

All vehicles shall be inspected exterior for damage prior to returning the vehicle the customer. Manager shall be responsible damage to vehicles resulting from valet activities while vehicles are being operated by Manager's staff and the associated cost of repair as a non-reimbursable expense.

5.8.3 Hours of Operation

Manager shall be required to operate the curbside valet concession at the Airport from 4:00AM to 12:00AM, every day of the year, including holidays, unless lesser or extended periods shall be specifically authorized, in writing, by County.

The daily schedule may not change without prior written consent of County. At no time, shall the pick-up and drop-off booth(s) be left unattended or "temporarily closed" during the established hours of operation.

In the event of flight delays or other changes to airline flight schedules or weather emergencies, County, in its sole discretion, may require Manager to extend hours or to otherwise modify its daily schedule of hours in order to provide continuity of services to Airport passengers, employees and visitors.

5.9 Marketing Support and Activities

Manager shall develop proactive marketing and customer service programs and initiatives that help retain existing and attract new on-airport customers. County approved marketing and initiatives shall be produced and implemented by Manager, with related and approved costs reimbursed by County. All marketing and customer service programs shall include methods or metrics that will measure and/or track effectiveness of any plans and programs. From time-to-time Manager shall make recommendations for improvements to the marketing and customer service plans. All marketing and customer service programs and initiatives shall be incorporated into the Operations Manual.

5.9.1 Parking Loyalty Programs

Manager shall manage all parking related programs in place as of the Effective Date including MKE SmartPark. Manager shall recommend ways

to improve utilization of the MKE SmartPark to increase customer participation and leverage services available in MKE Smart Park, including, but not necessarily limited to provide corporate and group parking programs and parking loyalty program, all of which shall be incorporated into the Operations Manual.

5.9.2 Discounted Parking

Manager shall not provide discounted parking or reduce patrons parking fees for any reason without the prior written approval of County.

5.9.3 Innovation

Manager shall provide proactive/innovative operations recommendations to County directed at maintaining the highest level of customer service, in support of customer retention and attracting new parking customers to the Airport.

5.10 Information Desk Services

Manager shall provide staff at Airport to operate the Public Paging and Information Desk services located at the Information Desk in the center of the Airport Terminal. Public Paging and Information Desk services are managed and coordinated by designated County staff. County shall provide training of Manager's employees and supplies necessary provide services. Manager shall provide adequate staff at the desk commensurate with the approved Public Paging and Information Desk operating schedule as detailed in the Operations Manual. Additional hours or changes to the operations schedule shall be communicated to operator with no less than five (5) days advance written notice. In the event of emergency staffing changes, Manager shall use best efforts to accommodate unplanned changes or additions to the operating schedule. County may require some or all of the Public Paging and Information Desk staff to be bilingual.

5.11 Vehicle Count Frequency

Manager shall take a nightly inventory, commencing after the arrival of the last airline flight or such other reasonable time when the fewest changes to the inventory take place. The nightly inventory shall include all license plate numbers and a count of the total number of vehicles parked in the Facilities by using the electronic license plate inventory system provided as part of the PARCS by County.

5.12 Locating Parking Spaces

Manager shall maintain a system for assisting patrons with locating their parked vehicles. Such system may include, without limitation, license plate look-up, location specific/coded tickets, visual and audio reminders, or other methods; all of which shall be included in the Operations Manual.

5.13 Credit Card Processing Services

County shall provide a credit card merchant account for processing. Manager shall operate the County's PARCS software and equipment for the processing of all credit

cards. Manager shall not add any service fees or charges to the processing, transaction and other fees charged by the credit card service provider. Manager shall operate in accordance with any merchant services agreement for credit card processing between County and third-party providers.

5.14 Towing, Impoundment and Related Services

Manager shall be required to arrange for a vehicle towing service to move vehicles in an emergency, or to move parked vehicles that impede traffic or operations, or that violate TSA or FAA security rules, regulations, or requirements, or Airport Rules, to an impound facility provided by County and operated by Manager at the Airport as detailed in the Operations Manual. Manager, in addition to collecting parking fees that may be due with respect to any vehicle towed from the parking Facilities, shall charge each vehicle owner towing and impound rates as established by County, if applicable.

Manager shall only provide the following services if directed in writing by County, at County's sole discretion, and the related expenses shall be reimbursable in accord with Section 8.5.

5.14.1 Impoundment

Manager shall manage, operate and maintain the vehicle impoundment area at Airport.

5.14.2 Towing Services and Procedures

Upon notice by County, including the Parking Manager and authorized representatives of the County's Airport Security or Airport Operations Office, Manager shall coordinate the towing of vehicles that are illegally parked, wrecked, abandoned or are a hazard on Airport. Manager shall arrange for on-demand towing services twenty-four (24) hours per day with a sub-contractor approved by County.

Manager, or Manager's sub-contractor, shall follow the towing and impoundment procedures established by County. These procedures shall be incorporated into the Operations Manual. The procedures shall include the taking of pictures of all four (4) sides of the vehicle before it has been towed to serve as a record of any prior damage to the vehicle.

5.14.3 Towing and Impoundment Records

Manager shall keep records of all vehicles towed and maintain an up-to-date inventory of vehicles stored in the designated impound area. Such records shall include the date of impoundment, tag number and VIN number of the vehicle, description of the vehicle, and date of release or, if determined to be abandoned, date of sale of vehicle.

5.14.4 Towing, Impoundment and Vehicle Sales

The towing and impoundment fees collected from owners for impounded vehicles, and the revenue derived from sales of unclaimed and/or

abandoned vehicles, shall be included as Gross Receipts as defined in Section 8.9.1 of this Agreement.

5.14.5 Sales of Abandoned and Unclaimed Motor Vehicles

Manager shall coordinate, at the direction of County, periodic public auctions of impounded vehicles that have not been reclaimed or which have been determined as abandoned. Said sale shall be conducted in accordance with State of Wisconsin Statutes and any other applicable federal or state laws, and federal, state, county or other local regulations.

5.14.6 Procurement of Towing Vehicles

Manager shall, if directed by County, purchase for and at the expense of County, tow trucks and such other vehicles, equipment and supplies for County's use in towing/impoundment services. Any tow truck purchased shall, at the discretion of County, be capable of providing "jump starts" and air to inflate flat tires for parking patrons.

6. FACILITIES MANAGEMENT

The following includes key responsibilities of Manager. Specific procedures and process shall be incorporated into the Operations Manual.

6.1 Airport Employee Parking Areas

Parking operator shall implement a complete employee parking program, as determined in collaboration with and approval of County. Program shall include Manager responsibility to issue, manage, and recover employee parking permits, invoice/bill and collect applicable parking fees. Operator shall also develop and implement an enforcement plan for the employee parking lots, subject to approval by County.

6.2 Parking Safety and Security Plan

Manager shall develop a detailed Safety and Security Plan, addressing each parking lot and applicable Facilities, and submit to County for review and approval within thirty (30) days of the Effective Date of this Agreement. Manager shall review and revise the plan at least annually. County, at its discretion, may direct Manager to amend or otherwise change its Safety and Security Plan at any time. The Safety and Security Plan shall be incorporated into the Operations Manual.

6.3 Security and Camera Monitoring System

Manager shall operate and make full use of the CCTV to monitor its operations and other activities in the Facilities. Cameras will be placed by County, at County's sole discretion, throughout the Facilities to include entrances, exits, booths and drive lanes and parking structure. Manager shall train its staff about special security protocols, as they relate to the Facilities as defined by County and/or the Transportation Security Administration (the "TSA"). Manager may propose additional locations for camera coverage to be installed at the County's sole discretion and expense.

6.4 Information Technology Systems and Use

Manager shall make use of technology systems that consist in whole or in part of information technology resources owned and operated by the County for common use by the Airport. Manager will make no modifications to any system provided by the County for common use, including but not limited to network switches, network cabling, firewalls, routers, junction points, physical servers, server rooms, equipment cabinets, computer servers, computer systems, and wireless network infrastructure. Manager may make modifications to information technology equipment provided by the County for exclusive use of parking systems as directed in writing by County.

6.4.1 Airport Acceptable Use Policy

Manager and each employee working at the Airport shall complete and sign the MKE County Acceptable Use Policy (“AUP”) and Remote Network Access policy before using or accessing any County-own computer, system, software or similar device.

Manager shall provide an Acceptable Use of Technology policy in the Operations Manual meeting or exceed that County’s AUP documentation and adds any additional restrictions that may be necessary for parking operations.

Manager shall provide training for staff who interact with computer systems on the Acceptable Use of Technology.

6.4.2 Data Security and Incident Response

Manager shall establish a Data Security and Incident Response Plan detailing the procedures Manager will follow in the event of a security incident, such as a data breach, including, but not limited to notification to County and immediate actions to mitigate potential damage. Such plan shall also include Information Security Policies that it will be utilize under this Agreement, addressing security best practices for all Manager employees. The plan shall be modified from time to time to address new and emerging security standards/best practices and security threats. Changes to the plan may include modifications required by County, state, and/or federal rule, regulation, law or ordinance.

The Data Security and Incident Response Plan shall be approved by County and incorporated into the Operations Manual.

6.4.3 Payment Card Industry (“PCI”) Data Security Standard

To the extent applicable, Manager shall ensure compliance with Payment Card Industry Data Security Standard (“PCI DSS”) and related third party merchant agreement, held by either party, requirements, including operation, maintenance, and management of the PARCS and any of its components. Manager shall comply with PCI DSS requirements for systems used by Manager in the performance of the Managed Services and acknowledges that Manager is responsible for the security of Cardholder Data handled by

Manager. Manager shall notify County in writing of any upcoming changes in laws, rules, regulations, standards, etc., concerning PCI and will assist or implement PARCS modifications, at County's discretion, necessary to maintain compliance. Costs incurred by Manager in maintaining compliance with the requirements set forth herein are Reimbursable Expenses.

Manager shall provide and ensure that all staff completes annual PCI training and quarterly PCI audits are completed for the parking facility in a timely manner.

Manager shall assist County in completing annual PCI-DSS documentation, as required County's merchant bank.

6.5 Snow and Ice Control

Notwithstanding Manager's responsibilities associated with snow and ice control throughout this Agreement, Manager shall be responsible for snow and ice control measures for all areas as described in the Operations Manual, including but not limited to, pre-treatment, removal and/or relocation of snow and ice. Manager shall not use any chemical and/or material prohibited for on-airport use or that are known to potentially cause damage to aircraft or the Airport parking structure.

6.6 Persons with Disabilities

Manager shall monitor vehicles parked in designated ADA parking spaces to ensure such vehicles are displaying a government issued ADA placard and report any vehicles not displaying such placard to a representative of the Milwaukee County Sheriff or such other entity or person as set forth within the Operations Manual or otherwise directed by County in writing. Manager shall also provide, and document recurrent training provided to all staff for assisting with person with disabilities including, but not limited to, assisting with entry/exit onto shuttles.

6.7 Changes in the Scope of Operations

County may, at any time by written notice to the Manager, direct the following changes to the Managed Services as necessary to fulfill the needs of the traveling public or to accommodate changes in the design or use of any Airport Facilities, provided any such changes either (a) do not result in any material change in Manager's costs, overhead, liability exposure or loss of profitability unless otherwise agreed to by Manager or (b) Manager and County mutually agree to changes in compensation or such other agreeable terms and conditions to perform such changes to the Managed Services; and if such changes are mutually agreed to by Manager and County, these changes may be accomplished without the need to amend this Agreement, so as long as any such change is reduced to a writing signed by all parties and made a part of the Operations Manual.

6.8 Changes to Facilities

During the Term of this Agreement, County, at its sole discretion, may open, close, add, remove, or otherwise modify any of the Facilities on a temporary or permanent basis. Any additional, temporary, relocated or altered Facilities shall be managed

subject to all the terms, provisions and conditions of this Agreement.

6.9 Changes to Shuttle Bus Routes and Areas Served

County, during the Term of this Agreement, may add, reduce, alter, eliminate and relocate shuttle bus routes and stops.

6.10 Ground Transportation

Curbside Commercial Ground Transportation control services shall be staffed twenty-four-hours a day, seven days a week, year-round. Ground Transportation staff shall be assigned to the “Starter” booth on the Baggage Claim roadway to enforce compliance with Ground Transportation ordinances and regulations on both the enplaning and deplaning roadways.

6.11 Traffic Management/Signage

Manager shall monitor and manage traffic as required in all Facilities by directing traffic, setting up and taking down signs, cones or barricades, erecting or replacing delineators and manage or operate any automated space control sub-system of the PARCS. as required. Manager shall provide or install a sufficient number of signs, that are clearly visible to parking patrons and that clearly identify parking facility names and parking rates, directions to alternate areas to park when certain areas are full, or as otherwise directed. Manager shall operate all variable-message parking signs with accurate and current information advising parking patrons of facility status or other pertinent information. All messaging must be approved by Airport prior to usage.

6.12 Customer Assistance

Manager shall provide County-approved twenty-four-hour vehicle emergency service at “no charge” to customers requesting such assistance using the Facilities including: (a) “Jump-starting” vehicles with dead batteries, after a written liability waiver is signed by the customer; (b) provide air to inflate flat tires, after a written liability waiver is signed by the customer; and (c) provide lost vehicle assistance to customers.

6.13 Employees and Staffing

Manager shall provide, as a reimbursable expense, all personnel required to perform the services required by this Agreement. Such personnel shall not be the employees of, or have any contractual relationship with, County. Manager shall employ professional, well-trained staff, including qualified and trained supervisors, coordinators, paging operators, attendants, cashiers, checkers, cleaners, clerks, and/or others as needed to ensure a high standard of service to fulfill its obligations under this Agreement. Manager shall develop, implement and maintain a salary/wage structure by job category, within guidelines approved by County.

6.13.1 Staffing Levels

Manager shall operate the Facilities and provide staffing in sufficient numbers, in accordance with the Operations Manual, necessary to fulfill the

terms and conditions of this Agreement and perform procedures contained herein. Manager shall obtain County's written approval for initial staffing levels and all subsequent changes thereto. Approved staffing shall be maintained and documented in a current Staffing Schedule as part of the Operations Manual.

Manager shall not be paid for the expense of staffing hours of coverage in excess of the coverage specified in the Staffing Schedule and Pay and Benefits Schedule without prior approval.

Staffing shall be specifically established and adjusted based on current operational demand.

6.13.2 Overtime

Unapproved overtime hours shall not be a reimbursable expense and Manager shall be responsible to pay any applicable expense in excess of standard working hours. Any overtime expense must be listed on a separate line in the operating statement and Manager shall provide a written explanation for the labor hours listed as Overtime.

6.13.3 Employees

Manager shall make its best effort to attract, hire and retain high-quality personnel who are experienced and knowledgeable regarding their assigned duties and to minimize employee turnover. Manager shall not employ at the Airport, or permit to remain on the Facilities, any person who uses improper language, is boisterous, disorderly or unsanitary or who is reasonably and for good cause found by County, to be objectionable or unfit for employment at the Airport. Each Staffing or Pay and Benefits Schedule change approved by County in writing shall be deemed to be automatically incorporated into this Agreement by reference without the need for an Agreement amendment. County may request, in writing, that Manager have an employee reassigned or removed at any time for improper activities including, but not limited to, embezzlement or poor customer service.

6.13.4 Employee Benefits

Manager must provide full-time employees with a reasonable, industry-accepted level of employee benefits and include this cost in the Operating Budget. Part-time employees may be provided with a lesser, industry-acceptable level of employee benefits. The package of employee benefits to be provided and any qualifying requirements shall be included in the Operations Manual.

6.13.5 Employee Uniforms, Name Tags and Name Plates

Manager shall provide County-approved uniforms and name tags, as a reimbursable expense, and employees must wear uniforms and name tags while on duty. The General Manager, management and administrative office

personnel are not required to wear a uniform. Uniform standards shall be specifically described in the Operations Manual. The Airport has the right to require Manager to change or modify the uniform at any time. Manager must make the requested change(s) within thirty (30) days, or such longer period of time as may be reasonably required based upon supplier lead times for such uniform change, after written notification by County. County shall reimburse Manager for reasonable and actual costs incurred in changing or modifying the uniform, if such a change is required by County.

6.13.6 Personnel Records

Manager shall maintain accurate and detailed records on personnel and staffing and shall make these records available for examination by County upon two (2) days' written notice (both as a paper copy and in a computer file format such as Excel, Access or other format as agreed to by County), subject to privacy requirements pursuant to all applicable legal standards. These records, subject to privacy requirements pursuant to all applicable legal standards, shall include, but not be limited to, name and address, date of hire, hourly rate of pay, pay period and year-to-date hours worked, wages paid, benefits paid, training received and performance reviews. Manager shall provide an employee hire and separation report (in a format approved by County) summarizing employment activity. This report shall be submitted monthly with the Certified Monthly Statement, which is specified in Section 8.7.1 herein.

6.13.7 Safe and Sanitary Working Conditions

Manager shall comply with applicable safety and health standards of all appropriate federal, state and local governments.

6.13.8 Employee Provisions

Manager shall furnish, as reimbursable expenses, all labor, supervision, materials and supplies necessary to operate Facilities in a first-class manner and to ensure that prompt, safe, courteous, effective, convenient, and efficient service is provided to all users thereof, in accordance with the Operations Manual.

6.13.9 Manager Report on Wages and Benefits

Manager shall, at the commencement of the Agreement and at least semi-annually thereafter, report to County each employee's hourly pay rate, annual pay rate increase and benefits package in an employee list report as further described in Section 8. In addition, Manager shall also forward to County a copy of any collective bargaining agreement and amendments thereto.

6.13.10 Employee Notifications

Manager shall inform all employees in writing, upon hiring, that their employment is at will and that their employment may terminate at the conclusion of this Agreement.

6.13.11 Training

Manager shall fully train all personnel in the proper operation, policies and procedures for their employment position in compliance with the training requirements set forth in the Operations Manual. The type of training and date of training shall be available to the Airport when requested.

6.13.12 Labor Laws

Manager shall comply with the requirements of all applicable federal, state and local laws and regulations including employment and withholding taxes and shall maintain records demonstrating compliance with any such taxes. All records shall be available for inspection by County for a period of no less than three (3) years after the termination of this Agreement.

6.13.13 Smoking Restrictions

Employees may not smoke while on duty or when dealing with parking patrons or while on Airport property, other than in designated employee smoking areas as determined by County.

6.13.14 Criminal Background Checks and Drug Tests

All of Manager's employees must have criminal background checks and drug tests completed prior to each employee's first day of work. Manager is not permitted to hire persons who have been convicted of any offense related to fraud, misrepresentation, theft, or dishonesty or has failed a pre-employment drug test. Manager shall run Motor Vehicle Records on all staff who will be driving during their scheduled workday. Manager is not permitted to hire persons for driving positions that have major offenses on their driving record. Manager shall provide standards for employees with driving positions, County will approve in writing of said standards.

6.14 General Manager

6.14.1 Selection

Unless otherwise agreed to by County, Manager shall select and appoint a General Manager to oversee the entire parking operation. County reserves the right to approve the selection of Manager's General Manager. If County finds a candidate unacceptable, Manager shall propose other candidates until a proposed acceptable candidate is identified. In the event the General Manager becomes vacant during the Term of this Agreement, Manager shall follow the aforementioned approval procedure in filling the vacancy.

6.14.2 Duties

The General Manager managing the operations, services and activities under this Agreement shall be a qualified and experienced professional with experience managing a comparable parking and ground transportation operations and services and shall be vested with full power and authority to fulfill the duties and responsibilities hereunder. Manager shall give due consideration to notification from County of dissatisfaction with the General Manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction including replacement of the General Manager.

General Manager shall be available and onsite during regular business hours, Monday through Friday 8:00 AM to 5:00 PM. During those hours that General Manager is not onsite and/or immediately available, Manager shall ensure that a qualified, experienced, and professional on-site supervisor is readily available and authorized to represent and act for and on behalf of General Manager and Manager with respect to the day-to-day obligations and responsibilities described herein. Manager shall give due consideration to notification from County of dissatisfaction with the General Manager's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction including replacement of the General Manager.

Manager shall not assign the General Manager or key supervisors to parking operations outside of the Airport without the prior written approval of County.

6.15 Other Services

Manager, upon mutually agreeable terms and conditions, may be requested to implement and/or manage other customer services such as reserved or prepaid parking, additional landscaping needs/services or other programs as special requests by County.

6.16 Subcontracting

6.16.1 Subcontracting Activities

Unless otherwise authorized pursuant to the provisions of this Agreement, only with prior written approval by County may Manager enter into subcontracts with qualified operators and suppliers to provide services required or authorized by this Agreement. Manager shall remain responsible to County for ensuring that the performance of any of its subcontractors complies with the requirements of this Agreement, including the Operations Manual. All subcontracts shall be subordinate to this Agreement and the Operations Manual and shall be made a part of any subcontract. Manager shall pay subcontractor invoices when due unless otherwise agreed to by County. The proposed subcontract specifications, the proposed subcontractor and the terms and conditions of any proposed subcontract agreement shall be approved by County prior to execution of the subcontract.

6.16.2 Specifications

Manager shall be responsible for developing the specifications for any subcontract. Manager shall make its best efforts to obtain a minimum of three (3) bids for each subcontract with a value of Five Thousand Dollars (\$5,000) or greater. Manager shall document its efforts to obtain competitive bids for such subcontracts and shall provide those documents to County upon request.

6.16.3 Costs

Approved subcontracting costs shall be included in Manager's Operating Budget.

6.16.4 Permitted Subcontracting Activities

The following activities may be subcontracted. Additional activities are subject to approval by County, in its sole discretion. Manager shall use its best efforts to subcontract with minority and women-owned small businesses whenever possible in order to meet the Disadvantaged Business Development requirements contained herein.

- A. Repairs and maintenance of Facilities and vehicles;
- B. Cash collection and vaulting services;
- C. Snow/ice removal and treatment;
- D. Towing and impounding services;
- E. Janitorial services;
- F. Consulting services (i.e., marketing, research, promotions);
- G. Printing and signage;
- H. Security services;
- I. Third-party Auditing;
- J. Payroll;
- K. Auction services;
- L. Customer service training;
- M. Uniform supply and maintenance;
- N. Purchasing of supplies and equipment; and
- O. Washing, painting and other Facilities maintenance services

6.17 Subcontract Specifications

County shall approve or reject any subcontract arrangements in its sole discretion.

6.17.1 Subcontract Term Length

Subcontracts shall not extend beyond the expiration or earlier Termination of this Agreement. Each subcontract shall be limited to no more than a one (1) year duration, but one (1) year option periods may be added with County's approval. Manager shall bear the sole responsibility for any subcontract obligations that extend beyond the Agreement's termination or expiration date. County shall have no liability or obligation to subcontractors at any time under this Agreement and shall state that any such liability or

obligation is the responsibility of Manager and County has no liability or obligation to any subcontractor.

6.17.2 Incorporation of Terms and Conditions

In addition to incorporating the terms of this Agreement, the Operations Manual and any revisions or amendments thereto, every subcontract must contain the following limitation of liability: Sub-contractor shall protect, defend, save, indemnify, and hold harmless County and Manager and its respective members, managers, officers, agents, and employees from and against all claims, liabilities, losses, suits, judgments, fines or demands arising by reason of personal and bodily injury or death of any person or damage to any property, including all reasonable cost and expense (including attorney's fees) of any nature whatsoever arising out of or related in any way to Sub-contractor's service hereunder.

6.17.3 Copies of Subcontracts

Manager shall provide County with a copy of all fully executed subcontracts within ten (10) days after execution.

6.18 Advertising, Public Relations and Information Distribution

County may require Manager to purchase advertising materials and/or engage in a public relations campaign designed to inform and serve patrons, as reimbursable expenses, according to Section 8.5.

6.18.1 County Approval

All signs, advertising media, messages and devices used in the operation or promotion of the Managed Services shall be subject to the continuing approval of County.

6.18.2 Brochures

Manager may be required to purchase or design, print and make available brochures regarding the public parking Facilities and Ground Transportation services available at the Airport.

6.18.3 Advertising

Manager may be required to develop and implement a public relations campaign for the parking Facilities at Airport and may promote and advertise the public parking Facilities in local newspapers, magazines and other media as approved by County.

6.18.4 Corporate Identity

Unless otherwise required herein, Manager shall not affix or display its corporate logo, name or otherwise advertise its corporate identity within the Facilities or elsewhere at the Airport, without prior written approval of County.

6.19 Procedures for Reporting Accidents and Notification of Theft or Damage

Manager shall verbally notify County immediately after Manager becomes aware of any report, discovery or investigation of any theft, fraud, other criminal activity, fire, accident, flood, or damage to County property or Airport patron or employee property in accordance with procedures established in the Operations Manual.

For the purposes of this Section, theft shall include, but not be limited to, failing to turn in all tickets and/or cash at the end of a shift, filing a false lost ticket claim, taking of receipts, intentional mischarging of customers, taking a patron's vehicle or any part thereof, or taking any article left in or on a patron's vehicle or other criminal activity on or in the Facilities.

Manager's employees may not cash their personal checks and receive funds from Gross Receipts.

Manager shall also provide a written report to County within twenty-four (24) hours regarding any notification regarding any activity described in this Section 6.19. Report shall describe the incident and proposed or executed resolution, as applicable, within twenty-four (24) hours.

6.20 Maintenance

Manager shall, maintain in good repair and keep in a clean and orderly condition and appearance all Facilities, including all improvements located on and within the Facilities. Without limiting the generality of the foregoing, Manager shall maintain those specific items noted as the responsibility of Manager in the Operations Manual. All repairs, replacements, or remodeling to the Facilities done by or on behalf of County shall be of high quality in both materials and workmanship and shall be equal to or better than the original materials and workmanship. All repairs, replacements, or remodeling shall be subject to prior approvals, including written authorization of County, in the form of an Airport Construction Permit, as described in the Operations Manual and shall conform to all applicable design standards and rules and regulations of any federal, state, or local authority having jurisdiction over construction work performed on the Facilities.

In the event of an emergency repair situation, Manager must notify County of the repair or replacement as soon as possible. Following such notice, County may inspect the repair or replacement work and require alterations if the repair or replacement is not reasonably satisfactory to County.

6.20.1 Inspections

Manager shall regularly inspect Facilities, on a schedule approved by County and included in the Operations Manual, and report in writing to County on the condition, maintenance performed, and maintenance required. Inspections of Facilities shall be conducted not less than once a month. Inspection Logs shall be completed and kept on file for review.

6.20.2 Compliance and Warranties

Maintenance, service and repairs of the Facilities covered by warranties shall be performed according to the terms and conditions of such warranties unless otherwise approved by County. Manager shall seek promptly to enforce all applicable warranties as necessary.

6.20.3 Maintenance Records

Manager shall keep detailed records of its inspections, preventative maintenance, and/or repairs to Facilities, in compliance with the Operations Manual, and make such records available for inspection by County. The Operations Manual shall require the following minimum maintenance records: the date of repair and/or maintenance, the nature of the repair and/or maintenance, the cost and parts involved, and the number of labor hours expended for the repair and/or maintenance (or an itemized subcontractor invoice).

6.21 Sanitation, Hygiene and Cleanliness

Manager shall keep the Facilities free of debris, trash and hazardous conditions (except as permitted under Section 14.1.8), shall keep the public areas free of hazardous conditions originating from Manager's operations, and shall promptly notify County orally of other hazardous conditions in the public areas (as applicable) upon actual knowledge of any such hazardous conditions.

Manager shall gather, sort, and transport all garbage, refuse, and recyclable materials as needed from the Facilities. Manager shall provide a proper arrangement for the adequate sanitary handling and disposal of all trash, refuse, and recyclable materials and its timely removal from the Facilities. Storage of trash, refuse, and/or recyclable materials prior to removal shall not generate odors, attract rodents, insects, other vermin, or become offensive in any manner. Manager shall provide and use suitable fireproof receptacles screened and protected from public view, pending removal and disposal of the contents. Manager shall not allow boxes, cartons, barrels, or other similar items to remain within view of public areas.

6.22 Recycling and Sustainability Programs

Manager shall participate in the waste minimization and materials management programs implemented by County, as implemented or amended from time to time.

Within 120 days after the Effective Date of this Agreement, Manager shall provide to County a detailed Sustainability Plan. The Sustainability Plan should include, but not necessarily be limited to, documentation of existing sustainability efforts and programs Manager operates at the Airport. Manager shall take reasonable steps to measure both current and future initiatives for their impact and success and report these key measurements to County along with any updates to the Sustainability Plan, annually.

6.23 Shuttle Bus and Vehicle Maintenance

All vehicles assigned to, purchased by and/or leased by Manager for use under this Agreement shall be maintained in good repair and safe working order by County in a

manner that is compliant with any governmental, insurance or other regulatory requirements in connection with Manager's use of the Shuttle Buses under this Agreement.

Although vehicles shall be maintained by County, Manager shall monitor maintenance schedules and perform preventative maintenance according to applicable maintenance schedules as described in the Operations Manual. Manager shall make timely requests for regular and/or unplanned maintenance and service coordinating operational schedules of Shuttle Buses to avoid disruptions to Managed Services. Preventative maintenance responsibilities are described in the Operations Manual.

Further, Manager, subject to County's obligations herein, shall comply with the following:

6.23.1 Safe and Sanitary Condition

All vehicles shall be kept in a safe, sanitary and good operating condition during the Term of the Agreement.

6.23.2 Vehicle Cleaning

Manager shall wash the exterior and clean the interior of each vehicle at regular intervals all in accordance with the cleaning schedules and procedures in accordance to the Operations Manual.

6.23.3 Compliance and Warranties

Maintenance, service and repair of vehicles covered by warranties shall be performed by County according to the terms and conditions of such warranties unless otherwise approved by County.

6.23.4 Fueling

Manager is required to travel off site to fuel Compressed Natural Gas (CNG) vehicles. Manager may, subject to the approval of County, enter into an agreement with a fuel supplier for fueling. Manager and its agents, subcontractor's employees and representatives are expressly prohibited from fueling their personal vehicles with the fuel supply designated for shuttle buses and parking service vehicles.

6.23.5 Vehicle Inspections

Manager shall institute a daily routine inspection program of all vehicles and deliver vehicles having damage requiring repair or service to County Fleet no later than 24 hours, unless otherwise directed by County, following detection. Manager shall immediately remove any damaged or defective vehicle from operation and shall notify County immediately of all damage or defect. Manager shall also institute pre and post shift vehicle inspection by the person(s) that operated the vehicle.

6.23.6 Vehicle Maintenance Records

Manager shall keep detailed records of vehicle inspection reports to vehicles and make such records available for inspection by County. Inspection records shall include, at a minimum, the date of inspection, vehicle condition, maintenance or service needs, and the person completing the inspection.

6.23.7 Disposal of Oil, Batteries, Solvents and Hazardous Materials

Manager shall develop and institute waste management plans for the disposal of oil, batteries, electronics, solvents and hazardous materials, assigned to and used by Manager in its performance of delivering Managed Services, in accordance with Environmental Law, as defined in Section 14.1.3 and other requirements described in Section 14. The Airport-approved plan shall articulate the specific items and associated functions that Manager shall be responsible for and be incorporated into the Operations Manual.

- A. Manager shall ensure that any solvent or other material provided as part of a recycling service is not removed for recycling unless the recycling agency provides a hazardous waste manifest and a landfill restriction notice/certification for the material that is picked up.
- B. Upon request, Manager shall provide the Airport with documentation on hazardous materials or waste stored, handled, generated or disposed of by Manager in its use of the Facilities. The Airport shall be copied on all correspondence with regulatory agencies concerning Manager compliance with environmental regulation.
- C. Manager shall be responsible for participating in the implementation of storm water best management practices as defined by the Airport. Manager shall designate a pollution prevention/safety coordinator to regularly participate in Airport environmental compliance and safety committee meetings.
- D. Manager shall be responsible for cleanup of oil, grease, petroleum-based fluids, antifreeze, and other hazardous materials not specifically mentioned here in the public parking areas and Facilities assigned to Manager.
- E. Manager shall be responsible for collecting and disposing of discarded batteries in the public parking lots or garages. Batteries shall be disposed of as hazardous waste or recycled.

6.23.8 Failure to Maintain or Repair

Without limiting the effect of any other provision of this Agreement, it is a material term of this Agreement that the assigned Facilities are maintained in good repair and kept in a clean and orderly condition and appearance at all times through the expiration or earlier termination of this Agreement. If, after thirty (30) days' prior written notice and opportunity to cure, Manager refuses or neglects to undertake the proper maintenance or repair which is Manager's responsibility under this Agreement, County shall have the right to make such repairs on behalf of and for Manager.

If County performs any maintenance or repair to items that are Manager's responsibility, all maintenance, repair, and replacement in the Facilities shall be at Manager's cost. Any such cost shall include, but not be limited to, maintenance personnel, overhead, insurance, and any other costs or expenses incurred by County in connection with maintenance of the Facilities. Manager shall reimburse County for all maintenance costs incurred by County no later than thirty (30) calendar days of the date of County's invoice.

All maintenance specifications, procedures, guidelines, schedules and standards shall be in accordance with the Operations Manual and shall be updated as necessary by Manager, subject to County approval. Except where specifically noted otherwise herein, the cost of required maintenance and related supplies and equipment shown in Exhibit B and below shall be included in Manager's annual Operating Budget as reimbursable expenses.

6.23.9 Changes to Maintenance Responsibilities

County may change the maintenance responsibilities identified in the Operations Manual based on operational need.

6.24 Licenses and Permits

Manager shall pay for all permits and license fees required to provide the Managed Services under this Agreement.

6.25 Taxes and Fees

Manager shall pay all appropriate fees, assessments, taxes (with the exception of real estate and sales tax which is paid to County daily as part of the gross receipts), or other charges levied under federal, state, or local statutes or ordinances.

6.26 Furniture and Equipment

Manager shall purchase all office furniture, equipment and supplies under Five Hundred Dollars (\$500) per item necessary to conduct its office operations in a manner consistent with the intent of this Agreement. Manager shall obtain prior written approval for the purchase of all office furniture and equipment exceeding Five Hundred Dollars (\$500) per item. Manager shall be responsible to safeguard and properly maintain such equipment and shall be solely responsible to replace any missing or unaccounted-for items. Ownership of all furniture and equipment purchased by Manager, but reimbursed with County funds, shall be transferred to County or other designated party at the expiration or termination of this Agreement at no cost.

6.27 Coordination with Manager's Home Office

Manager shall send an executive level representative from its home or regional office who is familiar with the terms and conditions of this Agreement to meet with County, if requested by County, throughout the Term of this Agreement. At the beginning of the transition period, Manager shall designate such representative by name; the same representative shall continue in that role for the duration of the Agreement, unless such

representative ceases to be employed by Manager during the Term in which case Manager shall immediately provide an executive level replacement to serve in such capacity, or unless County agrees to a change in representative. Such executive level representative shall also be available, as required, to resolve any issue which cannot be resolved by Manager's General Manager. The cost of such meetings shall not be a reimbursable expense under Section 8.5.

6.28 Required Approvals of Grant Applications

Manager shall obtain approval from County before applying for or receiving any governmental grants.

6.29 Other Operational Requirements

Manager shall operate the Facilities in accordance with this Agreement and the Operations Manual or as otherwise directed by County. Without limiting any other provision herein, Manager shall not knowingly or without the prior written consent of the Airport:

- A. Cause or permit anything to be done, in or about the Facilities, or bring or keep anything thereon, which might: (a) increase in any way the risk of fire on the Facilities or any of its contents; (b) create a nuisance; (c) do any act that may cause County to violate any federal or state regulation or grant assurance; and/or (d) in any way obstruct or interfere with the rights of others in the Facilities or injure or annoy them;
- B. Commit or suffer to be committed any waste in the Facilities;
- C. Use or allow the Facilities to be used for any improper, immoral, unlawful or objectionable purpose;
- D. Obstruct the sidewalk, passageways, stairways or escalators, in front of, within, or adjacent to the Facilities;
- E. Distribute handbills or circulars to Airport patrons or on cars in the Facilities, or engage in any other advertising in the Airport, except as approved by the Airport;
- F. Engage in any activity on the Airport for the recruitment or solicitation of business; or
- G. Do or permit to be done anything in any way intending to injure the reputation of County or the appearance of the Airport. Manager shall make no improvements, alterations, or construction to the Facilities without the Airport's prior consent.

6.30 Temporary Non-Availability of Equipment

Manager recognizes and understands that from time-to-time certain parking equipment may malfunction or not be available due to maintenance or unforeseen events. Manager shall, to the maximum extent possible, coordinate activities with County and its PARCS maintenance vendor to resolve such problems, including utilization of back-up and/or manual procedures as described in the Operations Manual. Failure of equipment provided by, maintained by or operated by County shall in no way relieve Manager from its responsibilities as defined in this Agreement, including Manager's obligation to reasonably account for tickets, deposit Gross Receipts, provide parking and service to users, maintain parking Facilities, pay bills, etc.; however, such failure shall result in a waiver of any penalties, fines or events of Default until such failure is rectified.

6.31 Consent Required for Improvements or Alterations

Manager shall make no improvements or alterations on or to the Facilities of any kind without first obtaining all building, fire, stormwater, and/or any other applicable permits and/or authorizations necessary, demonstrating compliance with conditions imposed by local, state or federal, law, rule, or code and without first obtaining written approval by County in the form of an Airport Construction Permit.

6.32 Loss of Business

County shall not be liable to Manager for any loss of business or any additional Management Fee as a result of any change in the operation, configuration or procedures governing the operation of the Airport.

7. Transition Period

Manager shall submit a Transition Plan with budgeted expenses, steps, activities, milestones, etc., for County's approval at least sixty (60) days prior to the Effective Date. Manager shall provide on-site supervisory personnel, training staff and other employees as necessary beginning no later than forty-five (45) days prior to the Effective Date in order to plan and implement a smooth transition from the operation of County's prior contractor. County will reimburse Manager for approved Transition Costs in the first month's reimbursable expenses subject to all of the other terms and conditions contained in this Agreement, including the procedures for Transition Costs provided in Section 8.5.2.2 herein.

Manager shall cooperate with County in achieving an effective and efficient transition of the operation and management of the Facilities at the termination of the Agreement or any extensions thereof. Upon the expiration or termination of this Agreement, Manager shall institute and cooperate with audits required under Section 13.1.2.

8. FINANCIAL CONSIDERATIONS

8.1 Operating Budget, Reimbursable Expenses and Settlement

Manager shall prepare and submit to County, for its review and approval, an Operating Budget for the Initial Term and an annual budget for option years approved. Except for the period of June 1, 2024 through December 31, 2024, Operating Budget shall coincide with the Agreement Year. The Operating Budget may be reviewed and modified periodically at the request of either County or Manager.

The Operating Budget shall include both non-recurring and normal, recurring reimbursable expenses.

Changes from revisions to the Scope of Operations or any other authorized changes to budget needs shall be incorporated and reflected in the Operating Budget.

The Operating Budget shall be in a format similar to that found in Exhibit D. The budget, and all reporting of actual results against the budget, shall adhere to Generally Accepted Accounting Principles applied on an accrual basis method of accounting. The Operating Budget shall be in a form acceptable to the County and as set forth in the Operations Manual.

The format described in Exhibit D is required for the initial presentation of the Operating Budget by Manager. County and Manager may agree on modifications to this format for subsequent budgets and reports of operations with the intent that Manager is obliged to prepare and submit a single set of statements to County and Manager's home office, and that budget and actual expenses are reported in the same format.

8.1.1 Staffing Schedule

- A. Each Operating Budget shall include a Staffing Schedule for each partial and full Agreement Year.
- B. A current Staffing Schedule with Employee List and Pay and Benefits Schedule shall be maintained in the Operations Manual.
- C. The staffing Schedule shall indicate separately, for each service or function, the number of eight (8) hour work assignments required by day and shift for each job title. Staffing Schedule shall include target percentages for utilization of full-time versus part-time employees and anticipated seasonal variations in work assignments in a form materially similar to the example attached hereto as Exhibit D.

8.1.2 Pay and Benefits Schedule

Operating Budget shall include a Pay and Benefits Schedule for each partial and full Agreement Year. The Pay and Benefits Schedule shall include the minimum and maximum hourly rates of pay and employee benefits package for every job title (with description of differences for part-time and full-time employee if appropriate). After the initial Agreement Period, the Pay and Benefits Schedule of minimum and maximum hourly rates shall be increased according to Manager's corporate policy on pay increases. If acceptable to County, the actual hourly pay for each employee shall be determined by Manager such that the total Direct Labor and Indirect Labor does not exceed the amount in the Operating Budget without prior written consent from County. However, pay rates and increases for the General Manager and Assistant Managers are subject to approval by County.

8.1.3 Nonrecurring Capital, Subcontract or Expenses

Each Operating Budget shall include a separate schedule detailing any nonrecurring capital, subcontract or other expenses that occur on a one-time or irregular basis.

8.1.4 Manager's Reimbursable Expenses

Manager's reimbursable expenses shall be based upon Manager's Operating Budget and include actual approved Direct Labor (as defined in Section 8.5.1.1), Indirect Labor (as defined in Section 8.5.1.2) and Employee Benefits (as defined in Section 8.5.1.3), plus the reimbursable Labor Overhead amount (as defined in Section 8.5.1.4), and based on the Percentage of Labor Overhead, Management and Insurance Fees, in

accordance with Section 8.16, and actual approved other expenses. Reimbursable expenses shall exclude non-allowed expenses per Section 8.7.

8.2 First Agreement Year Operating Budget

County and Manager shall jointly and promptly review Manager's initial Operating Budgets (including an Employee List, Staffing Schedule and Pay and Benefits Schedule) as submitted in Manager's Proposal documents and revise said Operating Budget and Schedules as necessary to allow approval by County no later than the Effective Date.

8.3 Budget Schedule

For the subsequent Agreement years, Manager shall develop and submit to County its Operating Budget by March 1 of each Agreement Year.

8.4 Shifting of Budgeted Funds

Manager shall, subject to written approval by County, have the flexibility to shift funds within the Operating Budget from one-line item to another as necessary to fulfill the Managed Services specified herein; provided, however, that Manager shall not exceed the total Operating Budget without the prior written approval of County.

8.5 Reimbursable Expenses

All line items included in the approved Operating Budget and additional items approved in writing by County shall be considered Reimbursable Expenses. All reasonable expenses related to operating the Facilities, except Non-Allowed Expenses, as defined below are reimbursable provided that the expenses are either included in the approved Operating Budget or specifically approved in writing by County. Any expenditure not included in the approved Operating Budget or otherwise expressly approved in writing by County shall not become a Reimbursable Expense under this Agreement.

8.5.1 Reimbursable Payroll Costs

8.5.1.1 Direct Labor

Direct Labor costs paid to employees to provide the work assignments required by the approved Staff Schedule and Indirect Labor and Employee Benefits paid to or for the benefit of employees in accordance with the approved Pay and Benefits Schedule. Direct Labor is herein defined as employee wages paid according to the approved Pay and Benefits Schedule for documented actual hours worked to provide the Managed Services. Actual hours worked shall include local training time and overtime (paid to any employee who is not exempt from the Federal Fair Labor Standards Act) which are approved in the Operating Budget or in writing. Unapproved overtime is not a reimbursable expense. Actual hours worked shall not include time or pay for sick days, vacation, holiday or other time off.

8.5.1.2 Indirect Labor

Indirect Labor is herein defined to include wage expenses for all approved, documented off time; vacation, holiday, other time off. Overtime labor hours shall be listed on a separate line by itself on the budget and monthly financial statements.

8.5.1.3 Employee Benefits

Employee Benefits are herein defined to include expenses for approved, documented employee benefits, including life insurance, a 401K plan, health care, dental care, and vision care. Indirect Labor and Employee Benefits must also be paid in accordance with the approved Pay and Benefits Schedule.

8.5.1.4 Labor Overhead

Labor Overhead shall include, but not be limited to, the costs for Workers Compensation, Unemployment Compensation, Social Security, other payroll taxes and payroll processing.

8.5.1.5 Other Employee Costs

All other employee-related costs not specifically listed in Section 8.5.1.1 shall only be reimbursed as Labor Overhead as defined herein.

Uniform and uniform cleaning and maintenance, employment and/or security verification, name tags, name plates, and drug testing shall be included in the Operating Budget as Reimbursable Expenses.

8.5.1.6 Schedule

The schedule of all operating expenses for a month shall be certified by Manager as those being necessary for the Managed Services.

8.5.2 Reimbursable Non-Budgeted Expenses

County shall reimburse Manager for non-budgeted costs and expenses actually incurred in providing the Managed Services as described below subject in each instance to the prior written approval of County:

- A. Advertising and promotion costs as described in Section 6.18 above.
- B. All Labor costs as defined in Section 8.5.1.1 herein above (plus the actual Labor Overhead costs) which are incurred by Manager as a result of providing personnel to perform this Agreement in excess of that required by the Staffing Schedule, per Section 8.1.1 herein; provided, however, that Manager may not incur any additional labor costs or expenses without the written approval of County. When seeking County's approval for additional direct labor costs, Manager must

demonstrate, in writing, that there has been either: (a) a material increase in the number of public parking transactions, or (b) additional staffing needs resulting from special circumstances.

- C. Cost of additional office equipment, computers, and PARCS equipment as directed by County.
- D. Costs resulting from the addition of temporary or permanent parking Facilities or shuttle bus operations.
- E. Costs incurred with any other activities at the direction of County to undertake.
- F. Cost of refunds issued by Manager in accordance with Section 8.19.2.
- G. Cost of additional insurance due to changes in the Managed Services or as directed by County in accordance with Section 6.8, Section 8.16.1, or Section 15.3 herein.

8.5.2.1 Approval

Prior written approval is required for Budgeted and Non-Budgeted Reimbursable Expenses Expenditures exceeding FIVE HUNDRED DOLLARS (\$500), including, but not limited to equipment, improvements to Facilities and vehicles, and subcontracts for supplies and service prior to making the expenditure, even if the items are included in the Operating Budget. For those expenditures that reoccur each month, Manager shall notify County when requesting initial approval that the expenditure shall be a recurring one and shall provide a schedule setting forth the recurring nature of the expenditure. County may, at its sole discretion, provide advance approval of the continued payment of the expenditure based on the schedule provided by Manager.

8.5.2.2 Reimbursement of Transition Costs

Manager shall invoice County for start-up and Transition Costs allowed pursuant to Section 8.5 and in accordance with an approved Transition Plan, within sixty (60) days of the Effective Date. This is an exception to Reimbursable Expenses and shall be included in the annual Operating Budget.

8.6 Purchasing of Equipment and Supplies

County shall approve, in advance and in writing, all purchases over FIVE HUNDRED DOLLARS (\$500), whether or not such purchase is included in the approved annual Operating Budget prior to Manager making such purchase. Furthermore, County, in its sole discretion, may directly procure and pay for all purchases over FIVE HUNDRED DOLLARS (\$500) to support parking operations, including all PARCS equipment or any equipment that supports operations including shuttle buses, support vehicles, commodities, and supplies and, in general, any purchase at the sole discretion of County.

8.7 Non-Reimbursable Expenses

Unless Manager obtains prior written approval from County, the following expenses shall not be reimbursable, and the approved Operating Budget shall not include the following expenses (all of which shall be paid for by Manager using its own funds):

- A. Salary, costs and expenses of all off-site, nonresident legal, audit, administrative, payroll preparation, bookkeeping, and executive personnel of Manager, except as specifically approved in writing by County. "Nonresident" personnel are defined as personnel whose primary work site is not within the Facilities at the Airport designated by this Agreement for Manager's use.
- B. Expenses such as home office travel, home office or local entertainment and accommodations, attendance at seminars and conventions, out of state training, interview travel, employee relocation, contract negotiation travel and off-site general office expenses.
- C. Expenses of legal representation or of union contract negotiation legal costs, and administration of union agreements.
- D. Expense resulting from any penalties, fines, interest or late payment fees incurred by Manager.
- E. Expenses resulting from taxes, permits and license fees, and similar fees incurred by Manager in its business operations, provided, however, that sales or use taxes incurred on goods and services purchased by Manager shall be considered Reimbursable Expenses.
- F. Missing or unreturned item fees for employee badges, uniforms, laundry and linens.
- G. Any cost incurred for the repair or replacement of property due to acts of vandalism or negligence caused by employees of Manager.
- H. Any net cashier shortages for all cashier shifts at the end of each day which are not accompanied by legitimate working approved exceptions.
- I. The provision of funds and financing costs associated with Manager's working capital.
- J. The cost of any expenses incurred by Manager in connection with the indemnification provisions of this Agreement, except for the Insurance Fee described in Section 15.1.
- K. Any labor taxes such as Workers Compensation or Unemployment Compensation that are not included in the Labor Overhead.
- L. The cost of replacing any missing or unaccounted for inventory items.
- M. Employee meals or events provided to or for Manager's employees.
- N. The cost for any item or service already provided by the Airport for the Manager's use.

8.7.1 Certified Monthly Statements and Reimbursement

8.7.1.1 Preliminary Monthly Statement of Gross Receipts and Reimbursable Expenses

Manager shall furnish to County no later than the tenth (10th) day of each month, a Preliminary Monthly Statement of Gross Receipts and Reimbursable Expenses for the previous month. The

Preliminary Monthly Statement shall be submitted electronically in a format acceptable to County. If the tenth (10th) day of the month is a non-business day, then the Preliminary Monthly Statement shall be due on the next business day. The statement shall be in the format specified by County and submitted electronically to County.

8.7.1.2 Monthly Certified Statement of Gross Receipts and Reimbursable Expenses

In addition to the Preliminary Monthly Statement, Manager shall furnish to County no later than the fifteenth (15th) day of each month, a Monthly Certified Statement of Gross Receipts and Reimbursable Expenses for the previous month. If the fifteenth (15th) day of the month is a non-business day, then the Monthly Certified Statement shall be due on the next business day. The Statement shall be in the format specified by County and submitted in electronic form acceptable to County. The Statement shall be dated and certified as complete and correct by Manager's principal financial officer or Agreement Controller.

8.7.1.3 Monthly Certified Statement Format

The Monthly Certified Statement shall include the following information below:

- 1) Certification of Monthly Certified Statement
 - a) Financials
 - b) Balance Sheet
 - c) Income Statement
 - d) Statement of Cash Flow
 - e) Final Trial Balance
- 2) Reconciliations (General Ledger Account Reconciliations with supporting documentation.)
- 3) Source Documents
 - a) Computer/software generated PARCS Reports, Bank Statements, Payroll Registers, Time Sheets, Disbursement Journals, All Invoices (including original, non-operator generated, receipts corresponding to the amount charged to the County)
 - b) Credit Card Processing Report (PARCS and credit card institution report)
 - c) Payroll tax filings (i.e. workers comp. rates)
 - d) Employee Benefit Package monthly expense details (monthly requirement)
- 4) Analysis
 - a) Revenue
 - i) Revenue reconciliation by lot, by payment type, starting from the PARCS system revenue and reconciled to audited revenues per general ledger. Deposit reconciliation by lot, by payment type,

starting from audited revenues per general ledger to audited deposits per general ledger. Include list of deposits by lot, off-line transactions and exception transactions.

- b) Expense Trends, year over year.
 - c) Revenue and Occupancy trends, year-over-year
 - d) Validation analysis
 - e) Exception transaction analysis
 - f) Payment trends, year-over-year, including cashier vs. non cashier, cash vs. credit.
 - g) Various parking statistics required by County, as may change from time to time
- 5) Expenses
Budget variance report showing the actual expenses versus the budget for the current period and year-to-date. Line Item and category variances for the current period and year to-date over or under either 3% or \$5,000 must be explained in detail. Budget variances should be analyzed for the month and year-to-date and should include plans for eliminating or offsetting the variance. Variances must be explained in detail as to why actual expenses vary from the budget and provide a statement of expenses by lot.
- 6) Vehicle Accountability & Analysis
- a) The following formula, as may be amended by County in writing, shall determine Manager's overall vehicle accountability by parking lot on a monthly basis:
 - Number of vehicles in the license plate inventory on the last day of the preceding month;
 - Plus: number of vehicles entering the parking lot during the month;
 - Less: number of vehicles exiting the parking lot during the month;
 - Which equals the projected number of vehicles remaining in the parking lot on the last day of the month;
 - Less: the number of vehicles actually in the parking lot on the last day of the month, by the license plate inventory;
 - Equals the difference.

The difference will be divided by the number of vehicle entrances during the month, which will equal the percent difference. If the monthly vehicle accountability falls below 99.5%, Manager shall explain in writing, the reason(s) for the variance and the corrective measures to be taken.

- b) Towing and Impound activity
- c) Vehicle entries and exits; by lot by lane

8.7.2 Revenue Reconciliation Report

Manager shall prepare and submit, on a daily and monthly basis, a report of gross revenue collected. The daily report shall consist of the previous day's information for the public parking facilities. Daily and monthly gross revenue reports shall at minimum contain:

- A. A reconciliation of revenues collected by location, device type, lane number and shift. The reconciliation shall also account for any differences between the system reported totals, non-system transactions and the daily deposit.
- B. A reconciliation of tickets issued, collected, damaged, and voided tickets.
- C. A breakdown of total cash, checks, and credit cards processed, with the number of transactions for each.
- D. A breakdown of revenue reductions and differences such as insufficient funds, refunds, Duplicate credit card charges, lost tickets, overages and shortages.
- E. Manager shall in a timely manner, perform other reasonable studies and provide other financial and statistical reports requested by County.
- F. Vehicle inventories Manager shall provide cumulative reports on a monthly basis or as requested by County.

8.7.3 Disputed Expenses

County shall use one of the two (2) options below to provide the Manager with written notice of any disputed Manager expenses and the reasons for such dispute. Manager, within thirty (30) days from receipt of such notice, shall have the right to present a written explanation of the disputed expenses to County's Airport Director. Should the Airport Director determine that the expense is reimbursable, the amount of such expense shall be added to Manager's subsequent monthly payment.

Within thirty (30) days after receipt of the Certified Monthly Statement, County may notify Manager in writing of its objection to any item(s) or expense which it deems to be non-reimbursable. Any such notice shall set forth the nature of the objection and shall be accompanied by County's payment of the undisputed portion of such Certified Monthly Statement.

Within thirty (30) days after receipt of the Certified Monthly Statement, County may pay the full amount due and notify Manager in writing of any additional information or time required to complete an internal review of expenses. Upon completion of the internal review, County may notify Manager in writing of objections to any expense, the reasons therefore and the manner of deducting such expense from subsequent monthly payment(s).

8.8 Remittances

Any remittances due to County shall reference General Mitchell International Airport Parking and be forwarded to:

General Mitchell International Airport
Milwaukee County Public Works, Airport Parking
P.O. Box 78979
Milwaukee, WI 53278-0979

8.8.1 Interest and Penalties

Without waiving any other right of action available to County in the event of default in payment of charges and fees hereunder, if Manager fails to make a payment to County when due, charges will be assessed for interest and penalties.

8.8.1.1 Interest

The rate of interest shall be the statutory rate in effect for delinquent County property as provided in Sec.74.47, Wisc. Statutes. The obligation for payment and calculation thereof shall commence upon the day following the due date.

8.8.1.2 Penalties

The rate for said penalty charges shall be the statutory rate in effect for delinquent County property taxes as described in Milwaukee County Ordinance Section 6.06(1) and provided in Section 74.47(1), Wisc. Statutes. The obligation for payment and calculation thereof shall commence upon the day following the due date.

8.9 Revenue Collection and Deposit of Gross Receipts and Taxes

8.9.1 Gross Receipts and Taxes

Manager shall completely and accurately account for all sales taxes and Gross Receipts generated from the Managed Services assigned to it. Manager shall collect (in accordance with established rates), count, record and hold all Gross Receipts and sales taxes in trust until deposited daily to the Operating Account, as defined hereinafter. "Gross Receipts" are defined as the total of payments which are paid or which should have been paid for all parking sales and other sales of goods and services, whether paid for by cash, credit card or otherwise (excluding amounts for credits and refunds to customers relating to sales made at the Airport), including any sales tax, use tax, excise tax, occupancy tax, Gross Receipts tax or other taxes assessed upon or attributable to said receipts or to the occupancy of the premises for the purpose of parking and storage of vehicles or any other Managed Services. Real estate taxes, if any, will be paid by County.

8.9.2 Collection and Deposit of Gross Receipts

The Manager will use the existing airport (County) parking operating account for deposits. There will not be any new account, or joint account(s) set up for collection and deposit purposes. County and Manager shall use the

existing commercial operating account (the “Operating Account”). The Operating Account shall be used solely for the Managed Services at the Airport for receipt of all daily Gross Receipts deposits. The Manager will be given inquiry access to County (airport) account for reconciliation purposes. Manager shall follow the collection and deposit procedures identified below:

8.9.2.1 Deposits

Manager shall make timely deposits and verification of all Gross Receipts, Sales Tax and any other tax generated from the Managed Services. All credit card Gross Receipts shall be deposited directly into the Operating Account within twenty four (24) hours of the transaction and substantiated with bank deposit notification receipts, credit card company transaction reports, PARCS reports and County deposit forms. Check, debit voucher and cash Gross Receipts for each day shall be deposited at least one time per week or every seven (7) calendar days and substantiated with original bank deposit form, PARCS reports and County deposit forms. Manager shall reconcile all Gross Receipts on a daily basis using forms and procedures approved by County pursuant to the Operations Manual. Failure to deposit Gross Receipts and taxes within the required period on more than three (3) occasions during the Term of this Agreement shall constitute a material breach and may result in the termination of this Agreement.

8.9.2.2 Armored Service Pickup

Manager shall engage an Armored Service firm to provide pickup of the daily deposits once per week or every seven (7) calendar days.

8.9.2.3 Deposit Slips

Not later than the second (2nd) business day following each deposit of Gross Receipts and taxes, or as otherwise approved by County, Manager shall present with a County-approved form for entry of the Gross Receipts deposit into County’s Financial System. A summary report of the Gross Receipts generated for each public parking area, and separate summaries for total parking and for each other service shall also be submitted with the bank deposit verification.

8.9.2.4 Late Penalty

A penalty equaling one percent (1%) of the Gross Receipts or taxes for each one full calendar day period following the calendar day wherein such Gross Receipts were paid to Manager by customers of the Facilities in connection with the Managed Services, not deposited in accordance with this Section 8.9.2.1, for failure to

deposit said Gross Receipts and/or sales taxes into the Operating Account may be assessed by County. An equal penalty may be levied by County for each additional day thereafter in which the Gross receipts or taxes are not deposited. All penalties shall be paid directly to County. County, at its sole discretion, may deduct such penalties from any amount owed to Manager.

8.9.2.5 Credit Card Sales

County maintains separate contracts with credit card processing services for the handling of credit card payments by public parking customers at the Airport. These credit card receipts are deposited periodically by the credit card processors directly to the Operating Account. The credit card processors shall make periodic withdrawals from this account to compensate for charge backs, discount fees, and transaction fees. Manager shall be responsible for accurately recording all public parking patrons' credit card transactions; researching credit card payment disputes; reviewing credit card reports provided by the credit card processors; and reconciling PARCS credit card transaction report to the credit card processors' deposits of credit card receipts. Manager shall be given access to the credit card processors' reports and statements needed to accomplish these tasks. Manager shall be responsible for ensuring there is constant communication between County credit card processing equipment and the credit card processor's equipment and shall notify County Parking and Ground Transportation Manager in the event of a communication loss within fifteen (15) minutes of Manager becoming aware of such event. In the case of a loss of communication, Manager shall be responsible for putting in place adequate alternative credit card processing procedures for processing parking charges for patrons using credit cards, in a PCI-Compliant manner, as a method of payment for transactions at County; such alternative credit card processing procedures shall be made part of the Operations Manual.

8.9.2.6 Delinquent Accounts

Manager shall be responsible for the collection of all outstanding delinquent Gross Receipts in connection with the Managed Services. All monies collected from delinquent accounts shall be added to the Gross Receipts for the day they are collected. All monies collected by Manager from delinquent accounts after the termination of the Agreement shall be considered part of the Gross Receipts of Manager and shall be subject to the penalties described in Section 8.9.2.4 above; for clarity, the Manager shall have two (2) business days following the date wherein Manager actually

receives payment of any such delinquent Gross Receipts before any such penalties shall apply. For amounts where Manager turns over transactions to a collection agency for subsequent action and collection, Gross Receipts shall be reduced by any collection fees assessed on such amount, if any, actually collected and remitted to Manager by such collections agency and the actual amount received by Manager shall then be considered Gross Receipts for such collected amount. County may, at its sole discretion, choose to direct Manager to write off any outstanding uncollected delinquent Gross Receipts at any time or assume responsibility through County collection measures for such delinquent amounts. Notwithstanding Manager's obligation to remit all delinquent Gross Receipts collected by Manager during the Term or following termination of the Agreement as provided for herein, any uncollected Gross Receipts due to write-off of such amounts or delinquent amounts outstanding following termination of this Agreement shall not be the responsibility of Manager.

8.9.3 Checks and Credit Cards

Manager shall accommodate patrons wishing to pay any parking fees by check or by nationally recognized debit and/or credit cards as directed by County. Acceptance of checks shall be limited to those occasions when the patron does not have other payment methods to pay the parking charge.

8.9.4 Vehicle Impoundment Fees and Auction Receipts

Manager shall deposit any towing and impoundment fees collected with that day's deposit of Gross Receipts and such amounts shall be considered Gross Receipts but shall maintain separate records of such fees.

8.9.5 New or Revised Collection and Deposit Procedures

Manager shall immediately implement any new collection and deposit procedures, or revise existing procedures as County may reasonably require, at its sole discretion, from time to time.

8.9.6 Lost, Stolen, Unaccounted for Gross Receipts

Should any public parking Gross Receipts in the possession of Manager be lost, stolen or unaccounted for, including, but not limited to, individual cashier shortages, except for approved exceptions over TWENTY-FIVE DOLLARS (\$25.00), such Gross Receipts shall be replaced by Manager, using its own funds, within twenty-four (24) hours of discovery of such loss, theft or shortage. Manager shall immediately verbally notify the County, including the County Sheriff's Department, of any lost, stolen or unaccounted for Gross Receipts, followed by written notice within two (2) business days. Cashier shortages of TWENTY-FIVE DOLLARS (\$25.00) or less shall be accounted for according to Section 8.7.

8.9.7 Inclusion in Operations Manual

All revenue collection procedures shall be included in the Operations Manual.

8.10 Auditing, Accounting and Operating Reports

8.10.1 Annual Certification of Statements of Operating Results

Within ninety (90) days following the end of each Agreement Year and within ninety (90) days following termination or expiration of the Agreement, Manager shall, as a Reimbursable Expense, provide County a written report of an independent Certified Public Accountant that shall certify that the Statement of Gross Receipts and costs and expenses have been prepared in accordance with Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. The report shall certify the following information and must be approved by County for each audit engagement:

- G. The total Gross Receipts and towing fees, impoundment fees and any other revenue collected by Manager. These shall be shown as follows:
 - i. Gross Receipts collected for each parking area and the total for all parking;
 - ii. Gross Receipts summarized by cash, debit vouchers payable, credit cards and personal checks, including a breakdown of sales by each type of credit card;
 - iii. Gross Receipts from towing and impoundment fees and vehicle auction sales;
 - iv. Gross Receipts for any other Managed Services, listed separately; and
 - v. Grand Total for all Gross Receipts.
- H. Manager's reconciliation of Gross Receipts and deposit tickets and reconciliation and explanations of variances.
- I. The actual amount of Reimbursable Expenses to which Manager was entitled for such Agreement Year or portion thereof broken down by meaningful categories consistent with the budget and certified statement.
- J. The amount of losses each from unpaid checks, debit vouchers and credit card accounts.
- K. Total Gross Receipts less Reimbursable Expenses (the "Net Income") to County.
- L. Review of accuracy of the audits of cashier shifts.
- M. An opinion regarding the adequacy of the revenue control and cash-handling equipment and procedures.
- N. An opinion as to whether the statement of Gross Receipts and expenses have been prepared in accordance with the terms and conditions of this Agreement.
- O. Verification that Manager has properly calculated the correct sales tax

amount.

8.10.2 Selection of Certified Public Accountant

County reserves the right to approve Manager's selection of an independent Certified Public Accountant and the proposed engagement letter detailing the Certified Public Accountant's understanding of the assignment to be undertaken as described in Section 8.10.1 above. This audit does not preclude County's right to perform audits at its own discretion. Manager shall ensure that County is given access to all reports and work papers of any Certified Public Accountant performing work related in any way to this contract. County will be invited to the audit discussion and report.

8.10.3 Underpayment and Overpayment of Reimbursable Expenses

If the certification described in Section 8.10.1 above, which shall include schedules in sufficient detail and explanations of any discrepancies, indicates that the Reimbursable Expenses for such period have been underpaid and that Manager has incurred such expenses, then, subject to County's acceptance and approval of such certification, the amount of such underpayment shall promptly be refunded by County to Manager. If the certification indicates that the Reimbursable Expenses for such period have been overpaid, then subject to County's acceptance and approval of such certification, the amount of such overpayment shall be deducted from the Management Fee and/or expense reimbursement due and owing to Manager, unless the term hereof has expired, in which event Manager shall promptly pay such amounts to County.

8.10.4 Under-Collection of Gross Receipts

If the certification described in Section 8.10.1 above indicates that any of the Gross Receipts required to be collected by Manager hereunder have not been collected, Manager shall immediately pay to County a sum equal to the amount of additional Gross Receipts that should have been collected and/or deposited with interest thereon at the rate specified in Section 8.8 and calculated from the date the payment was due.

8.10.5 Operational and Procedural Audits

Manager may be required (as a Reimbursable Expense) to employ an internal auditor to conduct a broad scope of auditing activities. Such audit scope would include tests of the PARCS reliability, cashier reconciliations, exception tickets, compliance, and operational controls in accordance with the Operations Manual. Such audits as requested, and the results would be reported quarterly to Manager's management staff and be sent to County within five (5) business days of receipt by Manager. Manager shall submit the annual work plan to County for approval of auditor's scope of work. Manager shall utilize its own supervisory staff to audit the processed transactions to determine the effectiveness and accuracy of cashiering

operations. Each cashier shall have a tape audit at least once each month. The audits shall cover the entire shift worked by the cashier. Manager shall provide County with the results of these audits on a regular basis within five (5) days of the audit. Manager shall publish minimum performance standards upon which cashier accuracy is based in the Operations Manual. The internal auditor may be required to review and comment on samples and summary information of Manager's cashier auditing activity. Manager shall respond in writing to the comments of both County and any external auditor regarding any "findings" that such internal auditor may have reported. The audit procedures set forth herein shall be included and updated, as required from time to time, in the Operations Manual.

8.11 Monthly Operations Report

Manager shall furnish to County no later than the tenth (10th) day of each month, a Monthly Operational Report for the previous month. If the tenth (10th) of the month is a non-business day, then the Monthly Operational Report shall be due on the next business day. The statement shall be in the format specified by County. The Statement shall, at a minimum, include the following information:

- A. Summary of Events and Activities (includes significant events/activities, overtime by department, and employee headcount by department)
- B. Customer Service Comments Database
- C. Customer Incident Reports
- D. Customer Assistance Report (includes the number of customer assistance provided by type, i.e., lockouts, jumpstarts, car location)
- E. Towing Service Report (includes towing services provided by day, time, location, depart and arrive time)
- F. Reports of Theft, Fraud, Fire and Significant Damage
- G. Ground Maintenance Activities (includes documentation of the monthly inspection of each lot and facility and maintenance activities completed by lot and facility)
- H. Safety Meeting Minutes
- I. Vehicle Reports (condition and inspection)
- J. Employee training/group training summary report

8.12 Other Operating Reports

No later than twenty (20) business days following the end of each calendar month, Manager shall submit various operational reports using Airport-approved templates as included in the Operations Manual, all of which must be in form and satisfactory to the Airport. Required reports include, but may not be limited to:

- A. Monthly Sales Journal
- B. Certified Monthly Statement
- C. Overnight Inventory
- D. Peak Occupancy Report
- E. Monthly A/R Validation Report
- F. Summaries of Annual Peak for Parked Vehicles by Month
- G. Debit Voucher Stats Report

- H. Year-to-Date Business Summary
- I. Monthly Ticket Accountability Report (Consolidated and by Lot)
- J. Revenue/Transaction/Enplanement Report
- K. Ticket and Expense Report
- L. Percent of Revenue Report by Lot
- M. Passenger, Vehicle and Revenue Report
- N. Automatic Pay Usage Report (Garage and Remote Lots)
- O. Train Station Shuttle Log
- P. MARS Report
- Q. Credit Card Comparison Report
- R. Monthly Fuel Usage Report
- S. Monthly DBE Utilization Report
- T. Ground Transportation Revenue Summary Report
- U. Report on NSF and Debit Voucher Activity and Status
- V. Daily Consolidated Business Activity Report (to include PARCS)
- W. Monthly Comparisons to Budget and Actual Expense Report

8.13 Unclosed Tickets and Exception Transactions

Manager shall be fully accountable for all parking tickets purchased and stored, issued and received from customers. Manager shall provide a monthly summary of tickets ordered, in inventory, issued and received with specific information regarding any missing tickets, which must be satisfactorily explained or justified to County. An unclosed ticket is defined as a transaction in which either an exception or original parking ticket was issued but cannot be correlated to a payment.

8.14 Monthly Settlement

With the submission of the Certified Monthly Statement, Manager shall submit a Summary Settlement Statement setting forth the Net Income for the previous calendar month. The Summary Settlement Statement shall include Gross Receipts, Reimbursable Expenses, Labor Overhead, Management and Insurance Fees, plus or minus any adjustments. Any amount due to Manager (in the case Net Income is negative) will be paid by County within approximately thirty (30) days after County's receipt of the Statement, subject to the provisions of Section 8.7.2.

8.15 Report Changes

As may be required from time to time during the Term of this Agreement, County may direct, in writing that Manager add, change or delete certain reports. Manager shall comply with the written requests within a reasonable time period as specified by County. County shall establish reasonable deadlines for reports.

If the PARCS in a particular parking area prevents or inhibits the accurate accumulation of the requested data for the operating reports listed in Section 8.11, Manager shall, take immediate action to remedy the PARCS deficiency through County's PARCS maintenance vendor and institute comprehensive manual revenue control procedures to accurately document public parking activity until the PARCS is restored or improved to meet the reporting requirements of County.

8.16 Compensation to Manager

8.16.1 Management Fee

As compensation to Manager for its services during the Operating Period of this Agreement, the County shall pay to Manager a fixed management fee on a monthly basis as listed below:

Year		Annual	Monthly
Stub	June 01, 2024 - December 31, 2024	\$ 99,166.69	\$ 14,166.67
1	January 01, 2025 - December 31, 2025	\$ 175,100.00	\$ 14,591.67
2	January 01, 2026 - December 31, 2026	\$ 180,353.00	\$ 15,029.42
3	January 01, 2027 - December 31, 2027	\$ 185,764.00	\$ 15,480.33
4	January 01, 2028 - December 31, 2028	\$ 191,336.00	\$ 15,944.67
5	January 01, 2029 - December 31, 2029	\$ 197,077.00	\$ 16,423.08
Option			
Years	(if exercised)		
6	January 01, 2030 - December 31, 2030	\$ 202,989.00	\$ 16,915.75
7	January 01, 2031 - December 31, 2031	\$ 209,079.00	\$ 17,423.25

8.16.2 Incentive Fee

County shall pay to Manager a performance-based Incentive Fee (“Incentive Fee”) on a quarterly basis. The base annual Incentive Fee of EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00) shall be earned and shared with all stakeholders involved in the parking, shuttle and ground transportation operations. The Incentive Fee structure and scoring shall be based on measurable key performance indicators listed on Exhibit F. Manager shall submit a quarterly Performance Report and supporting documentation to MKE within thirty (30) days of the end of each quarter. Manager will meet with County following submission to present and discuss the results of the performance review as well as future plans and recommendations for the ongoing improvement of operations at the Airport.

Manager agrees to share 25% of the Incentive Fee received as a monetary award to all employees working directly in the parking operations at this Airport “Employee Incentive” including, employees that work for Manager directly and its TBE partners, Jacobsen/Daniels Associates, LLC (Valet and GT) and Limitless Brands (Info/Paging Desk and Customer Service Reps), in an equitable manner commensurate with responsibility, job category, and individual performance.

Manager shall split the remaining 75% of the total Incentive Fee received with TBE partners (Jacobsen/Daniels Associates, LLC, Limitless Brands and Durable Contract Services) commensurate with their each’s share of the work performed.

8.17 Expiration or Termination Other Than at the End of the Month

If the Term of this Agreement shall end on a day other than the last day of an Agreement Month, the payment of the Management Fee for such month shall be prorated based upon the actual number of days in the month.

8.18 Deductions from Management Fee

County shall have the right to make deductions from the Management Fee in the situations listed below:

County shall have the right to make deductions from the Management Fee payable to Manager or from Manager's performance bond for any amounts owed by Manager to County, including, but not limited to, Section 8.7 Non-Allowed Expenses and Section 8.7.3 Disputed Expenses and Section 8.18.2 Service Quality Penalties. Also, if County pays any sum or incurs any obligations or expense because of the failure, inability, neglect or refusal of Manager, following written notice to Manager and Manager's subsequent failure to cure such notice as provided for herein, to perform or fulfill any of the terms or conditions of this Agreement that Manager is obligated to perform or fulfill, then County shall have the right to deduct said expenses from Manager's Management Fee or other fees payable to the contractor.

8.18.1 Fee Decrease

County shall have the right to decrease the Management Fee payable to Manager by any Gross Receipts loss resulting from Manager's employee's fraud, negligence, error, omission or failure to follow approved Operations Manual procedures.

8.18.2 Service Quality Penalties

The following provisions relate to the quality of the service that County expects to be provided under the Agreement. Manager agrees that it is obligated to perform Managed Services according to this Agreement and that non-performance according to Agreement terms degrades the quality of the service and therefore constitutes a material breach of this Agreement. The occurrence of any of the following deviations from obligations in this Agreement may result in the imposition of Service Quality Penalties ("Penalties"). Manager agrees that the enforcement of these Penalties is fair and reasonable. County shall notify Manager of its intent to assess a Penalty within thirty (30) days following an incident or within thirty (30) days that County becomes aware of such incident. Failure to impose Penalties for a particular violation shall not bar County from imposing Penalties for subsequent violations of the same nature. Any Penalties shall be deducted from the monthly installment of the Management Fee, reimbursable expenses, or County may directly invoice Manager for applicable Penalties, at its sole discretion. Penalties as a remedy, are in addition to all other rights and remedies available to County.

8.18.2.1 Failure to Adequately Staff or Assist Customers

Manager may adjust the Staffing Schedule, in accordance with the Operations Manual or as otherwise described herein; however, should Manager fail to adequately staff the operation in accordance with the currently approved Staffing Schedule, meet customer response times or ensure staff are in assigned locations, all as specified in the Operations Manual, Manager may be assessed Penalties of TWO HUNDRED AND FIFTY DOLLARS (\$250.00) per day or fraction thereof.

8.18.2.2 Failure to Submit Reports in a Timely Manner

Should Manager fail to provide County with any required budgets, schedules, statements, and/or reports to County by the applicable due date as specified herein or in the Operations Manual, County may assess Penalties of ONE HUNDRED DOLLARS (\$100.00) for each deliverable report, for each day that such report is received after the prescribed due date.

8.18.2.3 Penalty for Late Deposits

County may assess Penalties of Two Hundred Fifty Dollars (\$250.00) for each day Manager fails to deposit collected Gross Receipts beyond the due date specified herein.

8.18.2.4 Noncompliance with Shuttle Bus Routes and/or Headway Frequencies

County may assess Penalties for failure to follow approved Shuttle Bus Routes and/or Headway times approved, by ONE HUNDRED DOLLARS (\$100.00), except for extreme weather conditions or other unavoidable delays caused by circumstances outside of the reasonable control of Manager, as determined by County.

8.18.2.5 Receipts/Deposits Verification

There shall be no differences between the amount collected by Manager as shown on the applicable daily reports (including any manual corrections), bank deposit slips, credit card transmittal reports, County Deposit forms and the actual amount deposited by cash, check or credit card. County may assess Penalties for each incidents of differences. Penalties shall be ONE HUNDRED DOLLARS (\$100.00) for each incidence. Manager shall also provide written explanation and correction plan each time there are any such differences.

8.18.2.6 Failure to Take Nightly Inventory and Vehicle Counts

County shall assess Penalties on Manager of ONE HUNDRED FIFTY DOLLARS (\$150.00) for failure to complete nightly inventories and/or vehicle counts as specified in the Operations

Manual.

8.18.2.7 Failure to Keep Facilities Cleaned Adequately

County may assess Penalties on Manager for failure to maintain Facilities in a neat and orderly condition, as determined by County. Penalties shall be ONE HUNDRED DOLLARS (\$100.00) for each event, per day that the Facilities are not cleaned adequately.

8.18.2.8 Failure of Employees to Wear Prescribed Uniforms

County may assess Penalties of FIFTY DOLLARS (\$50.00) for each employee each day that fails to wear complete uniforms while on duty.

8.18.2.9 Unclosed Tickets and Exception Transactions

Manager shall be assessed a penalty of the daily maximum rate times the average length of stay for the previous rolling 30-day period per unclosed or deficient ticket and/or exception transactions.

8.18.2.10 Manager's Report

County may assess Manager Penalties for its failure to submit an independent written report as described in Section 8.10.1 TWO HUNDRED FIFTY DOLLARS (\$250.00) for each day beyond the applicable due date.

8.19 Parking Rates

Manager shall permit the Airport shuttle buses, Airport service vehicles and certain other vehicles as approved by County to park in the public parking lots at no charge. Manager shall charge all other patrons the parking rates set from time to time by County. County shall provide Manager with written notice of any changes in such rates at least seven (7) days before the proposed effective date. At the sole option of County, Manager may be required to change all rate signs and notices of rates. The rate schedule shall be included in the Operations Manual.

If Manager charges a patron more than the established parking rate, the amount by which the actual charge exceeds the established rates shall constitute an overcharge, which shall be promptly refunded to the patron. If Manager charges a patron less than the established parking rate, the amount by which the actual charge is less than the established rate shall constitute an undercharge, and an amount equivalent thereto shall be paid, without demand, by Manager to County. A properly completed Debit Voucher shall constitute adequate collection for the purposes of this paragraph.

8.19.1 Parking Fee Adjustments

If a patron loses a parking ticket and the vehicle is not in the license plate inventory, the patron shall pay the twenty-four (24) hour maximum fee based upon the rate structure of the facility where the patron's vehicle is parked. Lost tickets for vehicles parked in the Garage will be charged the maximum

per day hourly fee. If a patron loses a parking ticket but the vehicle is in the license plate inventory, the PARCS will calculate the proper fee. If, however, after departing the parking facility, a patron finds and produces a “lost” ticket, along with proof of payment, the patron shall receive a refund for the excess amount paid, if any, by following the appropriate refund process. All fee adjustments and refunds shall be processed as a disputed transaction and the number and value of such exception transactions shall be recorded by Manager and reported to County. Additionally, upon request, Manager may be authorized to exercise reasonable discretion in giving refunds or by making “on-site” fee adjustments based upon situations, procedures, and documentation approved by County and included in the Operations Manual, including:

- A. Delay in exiting as a result of Parking Facility equipment malfunctions, supported by an event log entry.
- B. Delay in retrieving an automobile as a result of major problems with the shuttle bus service supported by a written statement by the General Manager.
- C. Delay in retrieving an automobile found to have been stolen, when a police report is provided by the owner. The owner shall be responsible for the parking fee up to the date a stolen vehicle report is filed with police.
- D. Delay in exiting due to very heavy peak traffic resulting in unreasonable exit delays.

8.19.2 Refunds

The Manager is to only calculate the refund, type a refund letter or credit card refund request and forward it to County for approval. Upon approval County will then either issue a check from an Airport Parking Petty Cash account or process a credit card refund. Actual refunds issued in accordance with the following authorized procedures may be modified by the approved Operations Manual:

- A. Proper back up and explanation for the refund must be included with the refund request.
- B. A supervisor or manager from Manager’s staff must sign and verify the pertinent information on the form, including date, time, name, address, telephone number and license plate number;
- C. The patron’s ticket and receipt must be attached to the form.
- D. Employee parking patrons are not entitled to refunds for unused parking values if they wish to cancel their parking contract before the end of a term, unless that term is in excess of six months, or at the discretion of the County.

9. PERFORMANCE GUARANTEE

Simultaneously upon the signing of this Agreement, Manager shall furnish to County a

Performance Guarantee in the principal sum of SIX MILLION DOLLARS (\$6,000,000). This contractually required Performance Guarantee shall be maintained at all times in the proper amount throughout the Term or any extensions of the Agreement. The Performance Guarantee shall be subject to forfeiture in whole or in part in the event of Default by Manager or the failure to faithfully and fully perform all of the covenants, terms and conditions of this Agreement and shall stand as security for the payment by Manager of all valid claims by County against Manager. If, at any time, this Agreement terminates or is terminated and there is due and owing to County any sum payable under the terms hereof, or if County has any claim against Manager arising out of this Agreement, then said SIX MILLION DOLLARS (\$6,000,000) or any part thereof shall be applied in payment of the amount due or in settlement of the claim or claims of County against Manager.

The Performance Guarantee may be in the form of an irrevocable letter of credit or a performance bond, renewable annually, issued by a surety company, bank or financial institution licensed to do such business in the State of Wisconsin and acceptable and satisfactory to County.

Manager's failure to maintain a Performance Guarantee hereunder constitutes a material breach of this Agreement and may lead to termination of the Agreement.

If Manager provides County with a letter of credit, Manager shall maintain the letter of credit in effect for at least one (1) year after the expiration or early termination of the Term of the Agreement. County shall release any existing letter of credit provided by Manager upon County's receipt of a replacement letter of credit, which complies with the requirements of this Section 9.

Any amounts expended by Manager to obtain such Performance Bond shall not be considered a Reimbursable Expense.

10. TARGETED BUSINESS ENTERPRISE GOALS

In compliance with MCCO §56.17(1d), the Manager agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms. The Manager shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise ("TBE") participation on Milwaukee County projects.

10.1 Compliance with TBE Goal

The Manager shall adhere to the approved DBE/TBE participation plan documented in this Agreement. The DBE/TBE participation plan requires the Manager to commit 30% of the total contract to the use of a third-party DBE/TBE firm certified by the County or by another government entity whose DBE/TBE certifications are recognized by the County. The DBE/TBE firm must maintain its DBE/TBE certification throughout the term of the Agreement. The Manager shall obtain written permission from the Office of Economic Inclusion prior to changing the approved TBE participation plan.

10.2 Tracking and Reporting Compliance

The Manager shall submit monthly reports in B2GNow and/or as otherwise required by the County for the purpose of demonstrating compliance with this Section.

10.3 The County's Remedies

If the Manager fails to maintain the level of TBE participation stated in the Agreement, the Manager shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If the Manager fails to reflect a good faith effort to achieve and maintain the level of TBE participation required by the Agreement throughout the Term, the County may consider this as a material breach of the Agreement and may terminate the Agreement as provided herein.

11. INCORPORATION OF PROPOSAL, CONFIDENTIALITY, PRECEDENCE

11.1 Proposal Information

Portions of Manager's Proposal are attached hereto as Exhibit F. Exhibit F is incorporated into this Agreement by reference and Manager shall be bound by all portions of its Proposal contained in Exhibit F. Portions of Manager's Proposal that are not included in Exhibit F but which contain the confidential business or financial information of Manager, shall not be disclosed or released to persons other than those who are employed by County or in compliance with a request made under The Wisconsin Open Records Act. Only specific information requested in writing by Manager and approved by County shall be considered.

11.2 Public Information

Manager agrees that County may, at its discretion, make public the terms of this Agreement and all non-proprietary information and all reports submitted by Manager under this Agreement, except for the requirements of any statute, rule, regulation, or ordinance to the contrary. Manager agrees to indemnify, defend and hold harmless County for any costs resulting from the withholding of any material in response to a request made under The Wisconsin Open Records Act.

Manager recognizes Milwaukee County's status as a governmental body required to comply with Wisconsin's Public Records Law, Wis. Stat. §§ 19.31-19.37. Pursuant to Wisconsin's Public Records Law, this Agreement and any attachments or amendments appended thereto as well as any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, that has been created or is being kept by Milwaukee County and arises out of this Agreement or is related to this Agreement in any way shall be subject to disclosure pursuant to law. Manager agrees to promptly cooperate with Milwaukee County to locate, obtain, and produce records Milwaukee County determines may be responsive to one or more requests received pursuant to Wisconsin Public Records Law. Manager's failure or refusal to comply with this Section shall be deemed a material breach of this Agreement.

11.3 Order of Precedence

If any portion of the Proposal located in Exhibit F conflicts with provisions of the approved Operations Manual or this Agreement, the Operations Manual and the Agreement shall control. If there is a conflict between the approved Operations Manual and this Agreement, the Agreement shall control.

12. COUNTY'S RIGHTS AND OBLIGATIONS

12.1 County's Right of Access to the Facilities

County shall have the right to enter upon the Facilities, at any time, for the purposes of: (a) confirming the performance by Manager of all of Manager's obligations under this Agreement; (b) inspecting, testing or maintaining, (c) doing any other act which County may be obligated or have the right to perform under this Agreement; (c) inspecting condition of the Facilities, and (d) for any other lawful purpose.

12.2 County Maintenance and Repair Obligations

County agrees to provide and/or maintain the items below but may ask Manager to maintain as a reimbursable expense. County will:

1. Provide rent-free office space, which includes heat, electricity, water and sewer services.
2. Provide and maintain, at its cost, the complete lighting system for all Facilities and related roadways, including energy costs.
3. Furnish and maintain, at its cost (including energy cost), a PARCS for the garage, the Remote and Surface Lots.
4. Provide appropriate attendant shelters at all parking facilities, including heat and electricity.
5. Be responsible for painting parking lanes, stalls and crosswalks when necessary, but may approve in writing for Manager to subcontract for this service as a reimbursable expense.
6. Be responsible, at its cost, for structural, mechanical, utility maintenance, repair and replacements of the Facilities.
7. Maintain all landscaping.
8. Provide normal requirements of heat, electricity and water to all Facilities through such utility distribution system as may exist where the Facilities are located.

12.3 County Authority Over the Airport

In addition to any other rights granted by law or by this Agreement, County reserves the following rights with respect to the Airport including, without limitation, the Airport Public Facilities: (a) to adjust the boundaries of, expand or delete all or part of the Airport; (b) to add to, delete, or amend all or any part of County rules applicable

to all or portions of the Airport; (c) to permit the use of the Airport by others in such manner as County may from time to time determine; (d) to close all or any portion of the Airport; (e) to construct additional buildings or other improvements at the Airport; and (f) to evict anyone from the Airport who fails to comply with any applicable laws, including applicable County ordinances or rules.

12.4 Reservation of Rights

County reserves the right for itself and its assigns to access the Facilities. County reserves the right to grant easements for the purpose of constructing, installing, maintaining, operating, repairing, replacing and removing new or existing utilities and facilities related to the operation or use of County properties and for the purpose of providing access and services to other County properties with the understanding that such right shall be exercised in a manner that does not unreasonably interfere with Manager's use of the Facilities. In addition, County reserves the right for itself and its assigns to widen or realign existing roadways adjacent to the Facilities and to install new roadways or driveways, provided that such roadway or driveway construction does not unreasonably interfere with Manager's use of the Facilities. Manager agrees to execute any documents reasonably requested by County related to the granting of any such access, use rights, or easements. County shall have no liability for interference with Manager's use of the Facilities which might result from County's construction, installation, maintenance, repair, replacement or removal efforts and no such efforts shall be construed as a constructive eviction, other eviction, or disruption of the quiet enjoyment of Manager. County's Obligation to Operate Airport, Terminate Agreement Early

Pursuant to federal law, County is obligated to operate, maintain, and develop County's facilities in support of civil aviation and the airport system of the United States. In discharging this responsibility, County shall have the right to undertake those developments, renewals, and replacements, which it deems prudent or necessary. Such right shall include the right of County to terminate this Agreement early in the event that Manager's possession of the Facilities conflicts with, limits or interferes with proposed County development, renewal, replacement or expansion of County properties or operation of the Airport, subject to the notice requirements contained in Section 19.35.

13. MANAGER'S RIGHTS AND OBLIGATIONS

13.1 Financial Accountability

13.1.1 Books and Records

Manager shall maintain an internal control structure designed to provide reasonable assurance that Manager's assets are safeguarded from loss or unauthorized use, that transactions are executed in accordance with management's authority, and that the financial records are reliable for the purposes of preparing financial statements. Manager shall prepare financial statements in conformity with generally accepted accounting principles, applying certain estimates and informed judgments, as required. The internal

control structure shall be supported by the selection, training, and development of qualified personnel, by an appropriate segregation of duties, and by the dissemination of written policies and procedures. Manager shall keep at the Airport full and accurate books and records showing the Gross Receipts. Books and records shall be kept in accordance with generally accepted accounting principles and shall be maintained as provided for as described below. If the records are kept in another location, upon request of the County they shall be produced at Milwaukee, Wisconsin, within five (5) Business Days, for the County's inspection, audit, or copying at any time during the term of this Lease and for a period of three (3) years after the expiration or earlier termination of this Lease or, at Manager 's option, Manager may make such records available to the County at a location other than Milwaukee, Wisconsin, provided Manager pays the County auditors' expenses, including travel, lodging and meals, incurred to travel to the place where the records are being kept for any inspection, audit or copying.

13.1.2 County Rights of Access and Audit

Manager, its officers, directors, agents, partners and employees shall allow County Audit Services Division and department contract administrators (collectively "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of Manager or other party to the Agreement, related to the terms and performance of the Agreement for a period of up to three (3) years following the date of last payment, the end date of this Agreement, or activity under this Agreement, whichever is later. Any subcontractors, or other parties performing work on this Agreement will be bound by the same terms and responsibilities as Manager. All subcontracts, or other agreements for work performed on this Agreement will include written notice that the subcontractors, or other parties understand and will comply with the terms and responsibilities. Manager and any permitted subcontractors understand and will abide by the requirements of Section [34.09](#) Audit and Section [34.095](#) Investigations Concerning Fraud, Waste, and Abuse of the Milwaukee County Code of General Ordinances.

13.1.3 Fees, Interest and Payments if Underpayment Discovered by Audit

If, as a result of any audit performed, it is established that additional payments are due from Manager to County for overstating expenses, Manager shall immediately, upon written demand, pay to County such additional payments, together with interest and penalties on the amount of such additional payments, at the rates specified in Section 8.8.1 herein from the date such additional payments should have been paid. Likewise, in the event that any audit establishes that Gross Receipts otherwise due to County under this Agreement have been underpaid to County as a result of Manager's improper recording of its Gross Receipts, Manager shall pay to County an amount equal to the amount of the Gross Receipts reasonably

estimated to have been lost to County, plus interest and penalties at the rates specified in Section 8.8.1 herein. Also, if such audit finds that Manager has understated the Gross Receipts or overstated expenses from all operations for any Agreement Year by one percent (1%) or more, then the entire expense of such audit, whether internal or external, shall be paid by Manager.

13.2 Noninterference with Utilities

Manager shall do nothing, and shall permit nothing to be done, that could interfere with the drainage or sewage systems, fire hydrants, heating, ventilation and air conditioning systems, electrical systems, domestic hot or cold water, gas, fire suppression systems, fire alarm systems, storm water harvesting systems, non-potable water systems, or plumbing on the Facilities or elsewhere at the Airport, without the prior written consent of County.

13.3 Damage Caused to Other Facilities

Any damage caused by Manager to the Airport or any County property or operations, or the property of any other tenant, person or entity, either by act or omission, or as a result of the operations or activities of Manager, shall be the sole responsibility of Manager. Manager shall reimburse County or other party for any such damage within thirty (30) calendar days of written demand by County. Any amounts for which Manager is liable under this Section, but are paid by County, shall bear the Delinquency Charge from the date paid by County until County has been fully repaid. If County allows Manager to complete the repair of Manager-caused damage, County must review and approve Manager's plan of repair.

13.4 Temporary Non-Availability of Equipment

Manager recognizes and understands that from time-to-time certain parking equipment may malfunction or not be available due to maintenance or unforeseen events. Manager shall, to the maximum extent possible, coordinate activities with County and its PARCS maintenance vendor to resolve such problems, including utilization of back-up and/or manual procedures. Failure of equipment provided by, maintained by or operated by County shall in no way relieve Manager from its responsibilities as defined in this Contract, including Manager's obligation to reasonably account for tickets, deposit Gross Receipts, provide parking and service to users, maintain parking Facilities, pay bills, etc.; however, such failure shall result in a waiver of any penalties, fines or events of Default until such failure is rectified.

13.5 Off-Airport Parking Operation(s)

Manager agrees that if Manager at any time during the term of this Agreement or of any option periods, engages in, or in any way is associated with, the operation of an automobile parking facility within four (4) miles from any point of the boundaries of the Airport, Manager will charge rates at Manager's off-airport parking operations which are at least twenty percent (20%) greater than those rates charged at County's remote lots. Manager may not divert or encourage parking patrons to go elsewhere, except when all County facilities are at 100% occupancy.

13.6 Continuation of Work During Disputes

In the event that a dispute develops between Manager and County, Manager shall continue to operate and maintain the Facilities in accord with the Operations Manual until the dispute has been resolved, subject to either party's termination rights herein.

14. ENVIRONMENTAL MANAGEMENT AND COMPLIANCE

Manager shall conduct all of its activities at the Facilities in accordance with Environmental Law (as defined in Section 14.1.3), in accordance with this Section 14, and in a manner that does not result in a Hazardous Substance Release (as defined in Section 14.1.5) to the Facilities or to any other areas of the Airport.

14.1 Definitions

For the purposes of this Agreement, the following definitions shall apply.

14.1.1 Best Management Practices

"Best Management Practices" shall mean: (a) environmental or operational standards or guidelines that establish common and accepted practices for Manager's operations on the Facilities; and (b) standards or guidelines as stated by pertinent trade associations, professional associations and/or regulatory agencies.

14.1.2 Environmental Costs

"Environmental Costs" shall be interpreted in the broadest sense to include, but not be limited to, costs and damages arising from or relating to: (a) any actual or claimed violation of or noncompliance by Manager with any Environmental Law (as defined in Section 14.1.3); (b) claims against by Manager for damages, response costs, fines, fees or other relief relating to matters addressed in any Environmental Laws; (c) injunctive relief against Manager relating to matters addressed in any Environmental Law; (d) Hazardous Substance Releases (as defined in Section 14.1.5) by Manager; and (e) violations by Manager of any environmental provisions under Section 14 of this Agreement. Costs and damages as used in this Section shall include but not be limited to: (i) costs of evaluation, testing, analysis, cleanup, remediation, removal, disposal, monitoring and maintenance; (ii) costs of reporting to or negotiating with any governmental agency; (iii) fees of attorneys, engineers, consultants, and experts, whether or not taxable as costs, incurred at, before or after trial, appeal or administrative proceedings; and (iv) diminution of value, loss, or restriction on use of property.

14.1.3 Environmental Law

"Environmental Law" shall be interpreted in the broadest sense to include, but not be limited to, any and all federal, State of Wisconsin and local laws, regulations, rules, permit terms, codes and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decisional law, which govern materials, substances, regulated wastes,

emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety or the environment.

14.1.4 Hazardous Substance

"Hazardous Substance" shall be interpreted in the broadest sense to include, but not be limited to, any and all substances, emissions, pollutants, materials, or products defined or designated as hazardous, toxic, radioactive, dangerous or regulated wastes or materials, or any other similar term in or under any Environmental Law. Hazardous Substance shall also include, but not be limited to, fuels, petroleum, and petroleum-derived products.

14.1.5 Hazardous Substance Release

"Hazardous Substance Release" shall be interpreted in the broadest sense to include, but not be limited to, the spilling, discharge, deposit, injection, dumping, emitting, releasing, leaking or placing of any Hazardous Substance by Manager into the air or into or on any land or waters, except in compliance with Environmental Law, the terms of this Agreement, or as authorized by a then current and valid permit issued under applicable Environmental Law.

14.1.6 General Environmental Obligations of Manager

Manager shall manage and conduct all of its activities on or relating to the Facilities: (a) in compliance with applicable Environmental Law and the environmental provisions of this Agreement; (b) in a manner designed to protect the environment; (c) in cooperation with County in County's efforts to comply with Environmental Law; and (d) in adherence with best management practices applicable to Manager's use of the Facilities. Manager shall use commercially reasonable efforts to manage and, as appropriate, secure the Facilities and Manager's occupation or use of the Facilities so as to prevent any violation of Environmental Law by any party on or relating to the Facilities.

14.1.7 Hazardous Substance Release Response

Manager is responsible to respond, mitigate and fully clean up with best management practices any Hazardous Substance Releases originating on the Facilities caused by Manager or its representatives. In the event that Manager is unable or unwilling to adequately respond to a Hazardous Substance Release caused by Manager or Manager's representatives, County shall implement, and Manager shall pay for, any Environmental Costs incurred by County, including all costs associated with any response by County.

14.1.8 Use of Hazardous Substances

In conjunction with and in the ordinary course in the performance Managed Services, and without further written consent than that granted by this Section, Manager shall be permitted to use, handle or store for their intended purposes in accordance with all manufacturer's instructions, Hazardous

Substances consisting of: (a) small quantities of ordinary landscape, office and janitorial supplies available at retail; (b) petroleum derived products fully contained within motor vehicles; (b) Hazardous Substances to the extent reasonably and necessarily used in the course of Manager's normal operations associated with the Managed Services and (d) small quantities of waste materials to be recycled.

14.1.9 Wash Water

Unless expressly approved in writing by County, which approval may be granted or denied in County's sole discretion, Manager shall not discharge any Wash Water into the storm sewer system. "Wash Water" means any water of any kind used for cleaning, rinsing, or washing purposes. If County allows discharge of Wash Water, Manager must comply with Environmental Law, the environmental provisions of this Agreement and any other terms and conditions of County's written approval. Copies of all documents related to such compliance shall be made available to County upon request.

14.2 Manager's Liability for Environmental Cost

Manager's liability as set forth in Section 14.2.1, Manager shall be responsible for all Environmental Costs arising under this Agreement.

14.2.1 Limitation of Manager's Liability

Notwithstanding anything to the contrary provided in this Agreement, Manager shall have no responsibility for Hazardous Substances or Hazardous Substance Releases, or Environmental Costs arising from Hazardous Substances or Hazardous Substance Releases that: (a) existed on the Facilities prior to the date of County delivery to Manager and Manager's occupancy of the Facilities under this Agreement (except if caused by Manager or Manager's agents, employees or contractors); (b) are caused by County or the agents, employees or contractors or other tenants of County; or (c) were caused by a third party which is not an agent, employee, invitee or contractor of Manager and which was not exacerbated by the actions of Manager.

14.3 Environmental Remediation

14.3.1 Immediate Response

In the event of a violation by Manager of Environmental Law, a violation by Manager of an environmental provision of this Agreement, or a Hazardous Substance Release caused by Manager, or the threat of or reasonable suspicion of the same for which Manager is responsible under this Agreement, Manager shall immediately undertake and diligently pursue all acts necessary or appropriate to correct the violation or investigate, contain, and stop the Hazardous Substance Release and remove the Hazardous Substance.

14.3.2 Remediation

Manager shall promptly undertake all commercially reasonable actions necessary or appropriate to ensure that any Hazardous Substance Release caused by Manager is remediated and that any violation by Manager of Environmental Law or the environmental provisions of this Agreement are corrected. Manager shall remediate, at Manager's sole expense, all Hazardous Substance Releases for which Manager is responsible under this Agreement or under any Environmental Law and shall restore the Facilities or other affected property or water to their condition prior to the Hazardous Substance Release for which Manager is responsible. The obligations of Manager under this Section shall be subject to the limitations on Manager's liability set out in Section 14.2.1.

14.3.3 Report to County

Within thirty (30) calendar days following completion of any investigatory, containment, remediation and/or removal action required by this Agreement, Manager shall provide County with a written report outlining, in detail, what has been done and the results thereof.

14.3.4 County's Approval Rights

Except in the case of an emergency or an agency order requiring immediate action, Manager shall give County advance notice before beginning any investigatory, remediation or removal procedures. Subject to Manager's obligation to remediate as set forth in Section 14.3.2, County shall have the right to exercise approval or disapproval of the proposed investigatory, remediation and removal procedures and the company(ies) and/or individuals conducting such procedures which are required by this Agreement or by Environmental Law, whether on the Facilities or on any affected property or water. County will have the right to require Manager to request oversight from Wisconsin Department of Natural Resources ("WDNR") of any investigatory, containment, remediation, and removal activities and/or require Manager to seek a statement from WDNR of "No Further Action" acceptable to County.

14.4 Notice

Manager shall promptly notify County upon becoming aware of: (a) a violation or alleged violation of Environmental Law related to the Facilities or to Manager's occupation or use of the Facilities or any environmental provision of this Agreement; and (b) any Hazardous Substance Release on, under or adjacent to the Facilities or threat of or reasonable suspicion of any of the same. If notice must be given on the weekend or after 5:00 P.M. on any Business Day (as defined in Section 19.6), Manager shall notify County by calling County's emergency telephone number. That number currently is (414) 747-5325.

14.5 County's Right to Perform on Behalf of Manager

Except in the event of an emergency or an agency order requiring immediate action, County shall have the right, upon giving Manager seven (7) calendar days written notice, to perform Manager's obligations arising under this Agreement and charge Manager the resulting Environmental Costs. County may not commence performance on behalf of Manager under this Section if, within the seven (7) calendar day notice period, Manager promptly begins and diligently pursues to completion the performance of the obligations set forth in County's notice.

15. INDEMNITY AND INSURANCE REQUIREMENTS

15.1 Manager's General Indemnity; Reimbursement of Damages

15.1.1 Manager

Manager agrees to defend (using legal counsel reasonably acceptable to Manager), indemnify, and hold harmless County from and against, and reimburse County for, any and all actual or alleged claims, damages, expenses, costs, fees (including, but not limited to, attorney, accountant paralegal, expert, and escrow fees), fines, Environmental Costs and/or penalties (collectively "Costs") which may be imposed upon, claimed against or incurred or suffered by County and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from County's negligence or willful misconduct: (a) any act, omission or negligence of Manager; (b) any use, occupation, management or control of the Facilities by Manager, whether or not due to Manager's own act or omission; (c) any condition created on or about the Facilities by Manager, including any accident, injury or damage occurring on or about the Facilities after the Effective Date; (d) any breach, violation, or non-performance of any of Manager's obligations or warranties under this Agreement. For purposes of Section 15.1.1 (a) through (d) above, Manager shall be deemed to include Manager and Manager's partners, officers, directors, agents, employees, invitees, and contractors.

15.1.2 County

County agrees to defend (using legal counsel reasonably acceptable to County), indemnify, and hold harmless Manager from and against, and reimburse Manager for, any and all actual or alleged Costs which may be imposed upon, claimed against or incurred or suffered by Manager and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from Manager's negligence or willful misconduct: (a) any act, omission or negligence of County; (b) any use, occupation, management or control of the Airport by County, whether or not due to County's own act or omission; (c) any condition created on or about the Airport (excluding the Facilities) by County, including any accident, injury or damage occurring on or about the Airport after the Effective Date; (d) any breach, violation or non-

performance of any of County's obligations or warranties under this Agreement. For purposes of Section 15.1.2 (a) through (d) above, County shall be deemed to include County and County's elected officials, officers, directors, agents, employees, invitees, and contractors. County's liability hereunder shall be limited by Wisconsin Statutes 345.05(3) for automobile and 893.80(3) for general liability.

15.2 Insurance Requirements

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Manager under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage County is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Manager under this Agreement shall meet the following minimum requirements.

15.2.1 Certificates; Notice of Cancellation

On or before the Effective Date and throughout the term of this Agreement, Manager shall provide County with certificates of insurance, including an additional insured endorsement, evidencing the existence of all insurance policies required under Section 15.3. No insurance policy may be canceled, materially revised, or allowed to expire without at least thirty (30) calendar days prior written notice being given to County. Insurance must be maintained without any lapse in coverage during the term of this Agreement. Failure of County to demand certificates of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain the insurance required by this Agreement. Unless otherwise directed by County, Manager shall submit certificates of insurance to County or to a third party designated by County.

15.2.2 Additional Insured; Separation of Insureds

County shall be named as an additional insured under liability coverages, but only with respect to the operations of Manager as County's interests may appear in each general liability policy and as an additional insured in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Office, or a successor organization.

15.2.3 Primary Coverage

The required policies shall provide that the coverage is primary and will not seek any contribution from any insurance or self-insurance carried by County.

15.2.4 Company Ratings

All policies of insurance must be written by companies having an A.M. Best rating of "A-" or better, or equivalent. County may, upon thirty (30) calendar

days written notice to Manager, require Manager to change any insurance carrier whose rating drops below an "A-" rating.

15.3 Required Insurance

Manager agrees to evidence and maintain, as a reimbursable expense, proof of financial responsibility to cover costs and liabilities as may arise from Manager activities and the above recited indemnification responsibility. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the state of Wisconsin, including Employers Liability, and Business Insurance covering general liability and automobile coverage in the following minimum amounts:

TYPE OF COVERAGE	MINIMUM LIMITS
<u>Workers Compensation (WI)</u> Proof of All States coverage Employer's Liability	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
<u>Comprehensive General Liability</u>	
General Aggregate	\$2,000,000
Bodily Injury & Property Damage	\$1,000,000 per occurrence
Premises Liability, Ongoing Operations Liability, Products/Completed Operations Liability, Fire Legal Liability, Contractual Liability	\$1,000,000 per offense \$1,000,000 per occurrence
<u>Garagekeepers</u>	\$3,000,000 per occurrence
<u>Automobile Liability</u>	
All Autos and/or non-owned, Bodily Injury & Property Damage	\$1,000,000 per accident
Uninsured/Underinsured	per Wisconsin Statutes
<u>Umbrella Liability</u> (Follow Form Excess of Commercial General Liability)	
General Aggregate	\$5,000,000
Bodily Injury & Property Damage	\$5,000,000 per occurrence
Personal/Advertising Injury	\$5,000,000 per offense
<u>Crime (Employee Dishonesty)</u>	\$1,000,000 per claim
<u>Professional Liability</u>	\$1,000,000 per claim
<u>Employment Practices Liability</u>	\$1,000,000 per claim
<u>Cyber Liability</u>	\$5,000,000 per occurrence
Information Security & Privacy Liability Privacy Breach Response Services Regulatory Defense & Penalties Crisis Management & Public Relations	
<u>Business Interruption/Business Income</u>	\$700,000 actual loss sustained; 12 months

A. Garagekeepers insurance shall cover liability for damage to customers' cars while in the care, custody or control of Manager and arising out of Manager's

negligence. At a minimum, automobile insurance shall cover each accident for any vehicles owned, operated, leased, hired or non-owned by Manager and any related towing expense. All policies and modifications thereto shall, to the degree reasonably possible, be issued based upon all activities of Manager on Airport premises.

- B. Manager shall also furnish evidence satisfactory to the Airport Director that it carries unemployment insurance pursuant to the requirements of the Statutes of the State of Wisconsin.
- C. County shall be named as Additional Insured, as its interests may appear and be afforded a thirty (30) day written notice of cancellation or non-renewal. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A certificate indicating the above coverages shall be submitted for review and approval by County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form; retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to County for approval prior to the commencement of activities under this Agreement.
- D. Manager is required to periodically review the minimum insurance requirements detailed above and update coverages as Manager's perceived risks, which may dictate updating or be otherwise modified during the term of this Agreement, in accordance with aviation industry needs and standards. Contractor shall review policy costs with County and seek competitive proposals for insurance costs.

15.4 Manager's Risks

Manager shall be responsible for obtaining any insurance it deems necessary to cover its own risks and is not reimbursable.

15.5 Periodic Review

County shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event County reasonably determines that such types, limits and/or terms should be changed, County will give Manager a minimum of thirty (30) calendar days' notice of such determination and Manager shall modify its coverage to comply with the new insurance requirements of County. Manager shall also provide County with proof of such compliance by giving County an updated certificate of insurance within fifteen (15) calendar days. The cost of any increase in premiums paid shall be added to the Insurance Fee component of the Total Management and Insurance Fees.

15.6 Survival of Indemnities

The indemnity agreements set forth in Section 15.1 shall survive the termination or earlier expiration of this Agreement and shall be enforceable thereafter.

16. TERMINATION

16.1 Other County Rights

County reserves the right to approve the general operating procedures and revenue controls set forth within the Operations Manual. In the event that a strike significantly interferes with Manager's ability to deliver the Managed Services according to this Agreement and the Operations Manual, County reserves the right to terminate this Agreement.

16.2 Duties Upon Termination

Upon the expiration or earlier termination of this Agreement, Manager shall have fully performed all of its obligations under this Agreement beyond all applicable notice and cure periods including: (a) delivery to County of all keys to any doors and to any improvements located on the Facilities; (b) removal of all personal property, fixtures, furniture and equipment; (c) surrender of the Facilities in good and clean condition, ordinary wear and tear excepted; and (d) performance of any other obligations required to be performed pursuant to this Agreement prior to termination under this Agreement. Ordinary wear and tear shall not include deterioration that could have been prevented by proper maintenance practices or by Manager otherwise performing Manager's obligations under this Agreement.

16.3 Manager's Personal Property

16.3.1 Removal Requirement

At or before the termination of this Agreement, Manager, at Manager's expense, shall remove from the Facilities any and all of Manager's removable personal property and shall repair any damage to the Facilities resulting from the installation or removal of such personal property. Title to any items of Manager's trade fixtures and other personal property which remain on the Facilities after the termination date of this Agreement may, at the option of County, be automatically taken by County, and County shall have the option, in its sole discretion, of: (a) retaining any or all of such trade fixtures and other personal property without any requirement to account to Manager therefore; or (b) removing and disposing of any or all of such trade fixtures and other personal property and recovering the cost thereof, plus interest from the date of expenditure at the Delinquency Charge.

16.3.2 Time for Removal

The time for removal of any property which Manager may be required to remove from the Facilities upon expiration or earlier termination of this Agreement shall be as follows: (a) by the expiration of this Agreement; or (b) if this Agreement is terminated prior to the expiration date due to an

uncured Event of Default or for any other reason, then all removal must occur within ten (10) calendar days of the actual earlier termination date.

17. DEFAULT

17.1 Event of Default

The occurrence of any of the following shall constitute an "Event of Default" (also referred to as a "Default").

17.1.1 Failure to Deposit

Manager fails to deposit on a daily basis the total Gross Receipts and/or tax receipts collected by Manager and the failure continues for five (5) calendar days after written notice by County to correct such default or failure, County reserves the right to give Manager written notice that upon subsequent failure, the Contract shall terminate.

17.1.2 Default in Other Covenants

An Event of Default shall occur if Manager fails to comply with any material term, covenant, or condition of this Agreement, including, but not limited to the occurrence of any act or event which operates to deprive Manager of the rights, powers, licenses, permits and authorizations necessary for the proper and lawful conduct and operation of the Managed Services authorized herein or if Manager abandons or discontinues conduct and Operations and Management of the Managed Services or Facilities, within thirty (30) calendar days after written notice by County describing the nature of the Default. If the Default is of such a nature that it cannot be completely remedied within the thirty (30) calendar day period, this provision shall be complied with if Manager begins correction of the Default within the thirty (30) calendar day period and thereafter proceeds in good faith and with reasonable diligence to effect the cure as soon as practical, so long as done to the satisfaction of County, but in any event shall remedy exceed sixty (60) days, without the prior written consent of County. Furthermore, if any Event of Default threatens to cause serious harm to County or other tenants or persons, then County shall not be required to serve any notice before proceeding to request immediate injunctive relief.

17.1.3 Insolvency

To the extent permitted by the United States Bankruptcy Code, insolvency of Manager shall be deemed to include: (a) an assignment by Manager for the benefit of creditors; (b) the filing by Manager of a voluntary petition in bankruptcy; (c) an adjudication that Manager is bankrupt or the appointment of a receiver; (d) the filing of an involuntary petition of bankruptcy against Manager; and (e) attachment of or the levying of execution on the Agreement hold interest, shall all constitute an Event of Default hereunder. In these instances, no notice that an Event of Default has occurred shall be required from County.

17.1.4 Material Misrepresentation

An Event of Default for which no notice or opportunity to cure need be given may be declared, at County's option, if County discovers that Manager made a material misrepresentation to County which induced County to enter into this Agreement.

17.1.5 Cross-Default

The occurrence of an Event of Default under any other agreement between County and Manager shall be, at the option of County, an Event of Default under this Agreement.

17.1.6 Remedies on Default

Immediately following an uncured Event of Default or an Event of Default for which there is no cure period, County may terminate this Agreement and Manager's right to possession of the Facilities and may exercise any and all of the following remedies, in addition to any other rights and remedies provided in this Agreement or at law or equity.

17.1.7 Re-Entry

County may re-enter the Facilities, or any part thereof, by suitable action or proceeding at law, or, in the event of abandonment of the Facilities by Manager, by force, or by other lawful means, without being liable for indictment, prosecution or damages therefore, and may repossess the Facilities and remove any person or property therefrom, by lawful means, to the end that County may have, hold and enjoy the Facilities.

17.2 Right to Sue More Than Once

County may sue periodically to recover damages during the period corresponding to the remainder of the term of this Agreement, and no action for damages shall bar a later action for damages subsequently accruing.

17.3 Notice of Action to Retake, File Suit, or Terminate

Prior to taking any action to terminate the Agreement, or to re-enter or re-take possession of the Facilities, or to sue Manager for damages for default, County will provide Manager with at least seven (7) days' notice of County's intent to pursue the particular remedy or remedies if the default is not cured within the applicable period. Such notice may be given in and/or concurrently with, or separately from, the notices specified above.

17.4 Remedies Cumulative and Nonexclusive

Each right and remedy in this Agreement will be cumulative and will be in addition to every other right or remedy in this Agreement or existing at law or in equity, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by County of any such rights or remedies will not preclude the simultaneous or later exercise by County of any other such rights or remedies. All

such rights and remedies are nonexclusive. Upon the occurrence of an Event of Default under this Agreement, County agrees, to the extent required by law, to mitigate Manager's liability hereunder. If this Agreement is terminated due to an Event of Default, County shall be entitled to recover any type of revenue, or the cost of any improvements made by County to the Facilities for the benefit of Manager.

17.5 Right to Draw on the Performance Guarantee

In the case of an Event of Default, County may draw upon the Performance Guarantee immediately. In the event of a bankruptcy or insolvency, County may immediately draw upon the Performance Guarantee, as provided in Section 9, to cure any and all Agreement violations, whether or not any cure period has elapsed and whether or not all required notices have been given. In the case of failure to deposit revenue including reimbursement for any charge, fee, attorney fees that may be remedied or partially remedied by the payment of money, County shall be entitled to draw on the Performance Guarantee without notice at any time after the revenue has not been deposited according to the terms of the Agreement.

17.6 Agreement Continuation

Even if Manager has breached this Agreement, this Agreement shall continue for so long as County does not terminate this Agreement and County may enforce all of its rights and remedies under this Agreement. Any notice to terminate may be given before or within the cure period for Default and may be included in a notice of failure of compliance. No such termination shall prejudice County's right to claims for damages for such breach or any other rights and remedies of County.

17.7 Curing Manager's Defaults

If Manager fails to perform any of Manager's obligations under this Agreement, County, without waiving rights with respect to such failure, may (but shall not be obligated to) perform the same for the account of and at the expense of Manager, without notice in a case of emergency, and in any other cases, only if such failure continues after the expiration of thirty (30) calendar days from the date County gives Manager notice of the failure. County shall not be liable to Manager for any claim for damages resulting from such action by County. Manager agrees to reimburse County upon demand any amounts County may spend in complying with the terms of this Agreement on behalf of Manager. County shall have the same rights and remedies in the event of the nonpayment of amounts due to be reimbursed under this Section as in the case of Default by Manager in deposit of any Gross Receipts and/or tax receipts collected by Manager.

17.8 Default by County

In the event of any default by County, Manager may elect to pursue an action for damages, seek specific performance, or any other remedy available at law or in equity. Prior to being entitled to maintain any action hereunder, Manager shall give County written notice specifying such default with particularity, and County shall have thirty (30) calendar days within which to cure any such default, or if such default cannot reasonably be cured within thirty (30) calendar days, County shall then have thirty

(30) calendar days to commence cure and shall diligently prosecute cure to completion. Unless and until County fails to so cure such default after such notice, Manager shall not have any remedy or cause of action by reason thereof. All obligations of County hereunder shall be construed as covenants, not conditions, and all such obligations shall be binding upon County only during the period of its ownership of the Facilities and not thereafter, subject to Section 18.6.

18. ASSIGNMENT OR TRANSFER

18.1 No Assignment or Other Transfer Without County Consent

This Agreement is personal to Manager. No part of the Facilities nor any improvements on the Facilities, nor any interest in this Agreement, may be sold, assigned, pledged, transferred, mortgaged, or subleased by Manager, or may a right of use of any portion of the Facilities be conveyed or conferred on any third party by Manager by any other means (all of the foregoing referred to in this Agreement as a "Transfer"), without the prior written consent of County in each instance.

18.2 Application

Section 18 shall apply to all Transfers, including any that may occur by operation of law. If Manager is a corporation or other entity, any change in ownership resulting in a change of more than one third ($\frac{1}{3}$) of the equity or voting interest in the stock of the corporation or ownership interest in such other entity, through sale, exchange, merger, consolidation or other transfer, shall be deemed a Transfer requiring County's consent.

18.3 Effect of Consent

No Transfer shall relieve Manager of any obligation under this Agreement and Manager shall remain fully liable hereunder unless a specific written release is given by County. Any consent by County to a particular Transfer shall not constitute County's consent to any other or subsequent Transfer. If consent is granted, Manager shall provide a copy of the signed Transfer document to County promptly after execution. The Transfer documents shall contain a provision requiring that the transferee perform and observe all terms and conditions of this Agreement and shall provide that County have the right to enforce such terms and conditions directly against such transferee.

18.4 Fee for Review of Requests of Transfer

County reserves the right to charge a fee for staff and legal time spent in the review of Manager's requests for County's consent to a Transfer. This fee may be imposed by County whether or not consent is granted, but in no case shall exceed the usual fees charged by County for the review of requests for Transfer for similar tenants of County.

18.5 Unpermitted Transfer Void

Any Transfer or attempted Transfer without County prior written consent or as otherwise permitted herein shall be void. In addition to any other rights which County may have in the event of a Transfer or attempted Transfer without County's consent,

County shall be entitled to preliminary and permanent injunctive relief and, as a matter of right, to the appointment of a receiver of profits of any part or the whole of the Facilities without notice, with power to manage and operate the Facilities, and with such other powers as may be deemed necessary, and who, after deducting all proper charges and expenses attending the execution of the trust as receiver, shall apply the residue of the profits to the obligations of Manager under this Agreement, including the costs of any attorney fees for the appointment of such receiver, in such order of priority as County shall elect.

18.6 Transfer by County

County shall have the right to transfer its interest in the Facilities or in this Agreement. In the event of such a transfer, Manager shall attorn to said transferee and recognize the transferee as the new lessor under this Agreement, but only on the condition that such transferee acknowledges the existence of this Agreement and agrees not to disturb Manager's rights hereunder. Thereafter, County shall be relieved, upon notification to Manager of the name and address of County's successor, of any obligations and duties accruing from and after the date of the transfer so long as the transferee agrees to assume all obligations and duties of County under this Agreement.

19. GENERAL PROVISIONS

19.1 Inconveniences During Construction

Manager recognizes that from time to time during the term of this Agreement, it will be necessary for County to initiate and carry forward extensive programs of construction, re-construction, expansion, relocation, maintenance and repair in order that the Airport and its Facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation and that such construction, reconstruction, expansion, relocation, maintenance and repair may require closing or relocating certain parking Facilities and may inconvenience Manager in its operation at said Airport. Manager agrees that no liability shall attach to County, its officers, agents, employees, contractors, subcontractors and representatives by way of such inconveniences, and for and in further consideration of the management of Facilities. Under no circumstances shall County be liable for Manager's lost profits or consequential damages under this Agreement, except for Manager's Management Fee, and Manager waives any right to claim damages or other consideration unless explicitly provided in this Agreement. During construction or other work carried out by County, County shall act reasonably to minimize interference to Manager.

19.2 Airport Security

Manager recognizes its obligations to comply with federal airport security regulations applicable to the Airport. Manager shall be responsible for preventing unauthorized persons from gaining access to restricted areas of the Airport through the Facilities.

In the event that the TSA, FAA or other federal, state, or local agency imposes a fine and/or penalties or any expense, on County, as a result of a violation of security

regulations, acts or omissions of Manager, Manager agrees to pay and/or reimburse all such costs and expense within ten (10) days of receipt of invoice therefor from County.

19.3 Independent Contractor

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between County or its successors or assigns and Manager or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, Manager is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder

19.4 Attorney Fees

If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the United States Bankruptcy Code), is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court at trial or on any appeal or review, in addition to all other amounts provided by law. If County or Manager are required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

19.5 Brokers

Neither party has been represented by a broker in this transaction. No obligation to pay a commission shall arise from the execution of this Agreement and each party shall hold the other party harmless from any commission claims arising out of this transaction.

19.6 Calculation of Time

"Legal Holiday" shall mean any holiday observed by the federal government or the State of Wisconsin. "Business Day" shall mean Monday through Friday and shall exclude Saturday, Sunday, and Legal Holidays. Unless referred to as Business Days, all periods of time referred to herein shall include Saturdays, Sundays, and Legal Holidays. However, if the last day of any period falls on a Saturday, Sunday, or Legal Holiday, then the period shall be extended to include the next day which is not a Saturday, Sunday, or Legal Holiday. Pursuant to Wis. Stats. § 801.15(1)(b), when the period of time prescribed or allowed is less than 11 days, Saturdays, Sundays, and holidays shall be excluded in the computation.

19.7 Capacity to Execute

County and Manager warrant and represent to one another that this Agreement constitutes a legal, valid, and binding obligation of that party. The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the party or parties for whom they purport to be acting.

19.8 Covenants, Conditions and Restrictions

This Agreement is subject and subordinate to the effect of any covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground Agreements, rights of way, and any other matters of record now or hereafter imposed upon or pertaining to the Facilities and to any applicable land use or zoning laws or regulations and FAA, U.S. Department of Homeland Security or TSA regulations or policies, or their respective successors in interest, restrictions or regulations, and any other matters of record pertaining to the Airport or the Facilities.

19.9 Counterparts

This Agreement may be executed in one or more counterparts and each counterpart when executed and delivered shall be an original, but all of which shall constitute one instrument.

19.10 Defined Terms

Capitalized terms shall have the meaning given them in the text herein.

19.11 Entire Agreement

As of the Effective Date, this Agreement represents the entire agreement between County and Manager relating to Manager's leasing of the Facilities. It is understood and agreed by Manager that neither County nor County's agents or employees have made any representations or promises with respect to this Agreement or the making of or entry into this Agreement, except as expressly set forth in this Agreement. No claim for liability shall be asserted based on any claimed breach of any representations or promises not expressly to set forth in this Agreement. All oral agreements, if any, are void and expressly waived by Manager. This Agreement has been thoroughly negotiated between County and Manager; therefore, in the event of ambiguity, there shall be no presumption that such ambiguity should be construed against the drafter.

19.12 Exhibits Incorporated by Reference

Any and all Exhibits attached hereto are incorporated by reference in this Agreement for all purposes.

19.13 Force Majeure

If the performance by either County or Manager of their respective obligations under this Agreement (excluding monetary obligations) is delayed or prevented, in whole or in part, by any extraordinary act of terrorism, nature, explosion, epidemic, war, civil disorder, change in laws, or unexpected and unavoidable labor strike or material shortage that could not have been reasonably anticipated or avoided by the impacted party (collectively, "Force Majeure"), then that party shall be excused from performance of its obligations until the Force Majeure event has resolved without liability so long as the impacted party promptly notifies the other party following the Force Majeure event, and performance occurs as soon as reasonably possible, to the extent performance can occur.

19.14 Governing Law

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin without reference to any conflict of law provision that would call for the application of the law of another jurisdiction. The exclusive forum for the resolution of any dispute, action, or proceeding arising out of or related to this Agreement shall be the state or federal courts located in Milwaukee County, Wisconsin. Each party hereby waives any objection to personal jurisdiction, venue or forum non conveniens with respect to any such suit, action or proceeding, and agrees to voluntarily appear and submit to the jurisdiction of such courts.

19.15 Headings, Table of Contents and Table of Definitions

The Section headings, table of contents and table of definitions contained herein are for convenience in reference only and shall not be interpreted to define, modify, or limit the scope of any provision of this Agreement.

19.16 Interpretation of Agreement; Status of Parties

This Agreement is the result of arm's length negotiations between County and Manager and shall not be construed against either party.

19.17 Joint and Several Liability

If Manager consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several.

19.18 Agreement Subject to Agreements with United States

This Agreement shall be subject to the provisions of any existing or future agreements between County and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

19.19 Agreement Subject to Bonds and Ordinances

This Agreement shall be subject and subordinate to the bonds and ordinances which create liens and encumbrances affecting the Facilities. Manager agrees that County may hereafter adopt bond ordinances which impose liens or encumbrances on the Facilities, and Manager shall, upon request of County, execute and deliver agreements of subordination consistent herewith. Furthermore, in order to comply with the requirements of existing County bond ordinances, Manager hereby makes an irrevocable commitment not to claim depreciation, cost recovery, or an investment credit with respect to the Facilities, space or to any improvements constructed by County using County funds or County bond funds or constructed by Manager or someone else but paid for using County funds or County bond proceeds.

19.20 Limitation on County Liability

County shall have no liability to Manager for loss, damage or injury suffered by Manager on account of theft or any act or omission of a third party, including other tenants. County shall only be liable for its own willful misconduct or negligence and then only to the extent of actual and not consequential damages. Although this Agreement gives County certain rights of inspection, such rights shall impose no

obligation on County to make any inspections nor impose liability on County if County fails to make such inspections.

19.21 Mediation

Except as otherwise expressly provided herein, should any dispute arise between County and Manager other than and excepting disputes regarding: (a) failure to pay Fees or Additional Fees, as required by this Agreement; (b) possession; (c) hours of operation; (d) uncured Event of Default, or (e) any other matters stated elsewhere in this Agreement as not being subject to mediation, then it is agreed that such other dispute will be submitted to non-binding mediation prior to any litigation. County and Manager shall exercise good faith efforts to select a mediator who shall be compensated equally by both County and Manager. Mediation shall be conducted in a location agreed to by both County and Manager. Both County and Manager agree to exercise good faith efforts to resolve disputes through the mediation process. If a party requests mediation and the other party fails to respond within ten (10) Business Days, then the party failing to respond shall, at the option of the requesting party, be deemed to have waived any right to require mediation, and the requesting party may immediately initiate court proceedings. If County and Manager fail to agree on a mediator within ten (10) Business Days, either party may request a mediator be appointed by the presiding judge of the Milwaukee County Circuit Court. County and Manager agree that mediation shall occur on an expedited schedule and that they shall not attempt to delay mediation, the scheduling of the mediation, or continue the mediation once it has been set. County and Manager shall retain all rights at law or in equity with respect to any dispute not covered by this Section and also with respect to those disputes covered by this Section, after mediation has been completed.

19.22 Continuation of Work During Disputes

In the event that a dispute develops between Manager and County, Manager shall continue to operate and maintain the Facilities in accord with the Operations Manual until the dispute has been resolved, subject to either party's termination rights herein.

19.23 Modification

This Agreement may not be modified or amended except by a written instrument duly executed by the authorized signatories for the parties hereto.

19.24 Appurtenant Rights

Manager shall have the nonexclusive appurtenant rights specified in this Section, subject to the terms and conditions of this Agreement, and to the Airport Rules. No other appurtenant rights shall be implied as a part of this Agreement. Nothing stated herein shall be construed to limit in any way the general power and right of County to exercise its governmental powers in any way, including such as may affect the Airport, the Facilities, or any other area under the jurisdiction of County.

19.25 No Implied Warranty

In no event shall any consent, approval, acquiescence, or authorization by County be deemed a warranty, representation, or covenant by County that the matter approved,

consented to, acquiesced in or authorized is appropriate, suitable, practical, safe or in compliance with any applicable law or this Agreement. Manager shall be solely responsible for such matters and County shall have no liability, therefore.

19.26 No Intended Third-Party Benefit

Nothing in this Agreement gives or shall be construed to create a benefit to any party who is not a signatory party to this Agreement.

19.27 Agreement Subject to Aviation Priority

Manager's right to use the Facilities for the purposes as set forth in this Agreement shall be secondary and subordinate to the operation of the Airport. Manager acknowledges that because of the close location of the Facilities to the Airport, noise, vibrations, fumes, debris, and other interference with the use of the Facilities will be caused by Airport operations. Manager hereby waives any and all rights or remedies against County arising out of any noise, vibrations, fumes, debris, and other interference that is caused by the operation of the Airport. County specifically reserves for itself, and for the public, a right of flight for the passage of aircraft in the airspace above the surface of the Facilities together with the right to cause in said airspace such noise, vibration, fumes, debris and other interferences as may be inherent in the present and future operation of aircraft. If continued flight operations so require, height restrictions on buildings and other improvements may be imposed on the Facilities.

19.28 Avigation Easement

County reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction in accordance with applicable standards or regulations, together with the right to prevent Manager or any other person from erecting or permitting to be erected any antenna, equipment, building, or other facility or structure on the Airport, which would conflict with such standards and/or regulations or interfere with operation of the Airport. County also reserves for itself, and for the public, an avigation easement in, over and across the airspace above the Facilities and the unrestricted right to subject the Facilities to such Airport noise and vibration as may result from the flight of or operation of aircraft, testing of engines or motors and other aviation related activities.

19.29 No Light or Air Easement

The reduction or elimination of Manager's light, air or view will not affect Manager's obligations under this Agreement, nor will it create any liability of County to Manager.

19.30 No Limit on County's Powers

Nothing in this Agreement shall limit, in any way, the power and right of County to exercise its governmental rights and powers, including its powers of eminent domain.

19.31 Nondiscrimination Assurance

Manager for itself, 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, maintained, or otherwise operated on the Airport for a purpose for which a U.S.

Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Manager shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended. Manager for itself, 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 Manager shall use the Facilities in compliance with all other requirements imposed by or pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said requirements may be amended. Manager assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates Manager or its transferee for the period during which federal assistance is extended to the airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates Manager or any transferee for the longer of the following periods: (i) the period during which the property is used by County or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (ii) the period during which County or any transferee retains ownership or possession of the property. In the case of contractors, this Section binds the contractors from the bid solicitation period through the completion of the contract. In addition, Manager agrees that, whether or not this Agreement is conducted with, or benefits from, federal assistance, it shall in all matters pertaining to the performance of this Agreement conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed, sexual preference, marital status, national origin, or the presence of any sensory, mental or physical handicap. Manager will maintain open hiring and employment practices and will welcome applications for employment in all positions from all qualified individuals. It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in the Airport and Airway Improvement Act of 1982, as amended and as implemented by federal regulations, shall have the maximum opportunity to participate in the performance of Agreements as defined in 49 CFR 23.5. Consequently, this Agreement is subject to 49 CFR 23, as applicable. Manager will, at the timely request of County, provide any information needed in preparation of necessary reports, forms, documents, and other data relative to equal employment. Manager hereby assures that it will include the above clauses in any sublease approved by County and cause sublessee to similarly include clauses in further sublease.

19.32 Affirmative Action

Manager assures that it will undertake an affirmative action program as required by 14 CFR 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR 152, Subpart E. Manager assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Manager assures that it will require that its covered sub-organizations provide assurances to the Manager that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR 152, Subpart E, to the same effect.

19.33 Nondiscrimination and Equal Opportunity

As required by General Ordinances of Milwaukee County, Section 56.17(1A), in the performance of work or execution of this agreement, Manager shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Manager will post in conspicuous places, available for employment, notices to be provided by County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for County to terminate this Agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Manager for use in completing any work or improvements.

As required by General Ordinances of Milwaukee County, Section 56.7(1D), Manager agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the agreement, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of Manager's workforce, where these groups may have been previously under-utilized and under-represented. Manager also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

19.34 No Waiver

Waiver by County of strict performance of any provision of this Agreement shall not be deemed a waiver of or prejudice County's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

19.35 Notices

All notices required under this Agreement shall be deemed to be properly served if sent by overnight service with a reputable carrier, certified mail, return receipt requested, delivered by hand to the last address furnished by County and Manager, or

sent by email. Until hereafter changed by County and Manager by notice in writing, notices shall be sent as follows:

To County at:

Airport Director
Milwaukee Mitchell International Airport
5300 South Howell Avenue
Milwaukee, WI 53207

With a copy at:

Director of Business & Commercial Development
Milwaukee Mitchell International Airport
5300 South Howell Avenue
Milwaukee, WI 53207

To Manager at:

The date of service of such notice by mail is agreed to be three (3) calendar days after the date such notice is deposited in a post office of the United States Postal Service, postage prepaid, return receipt requested, certified mail or, if delivered by hand, overnight service or email, then the actual date of delivery.

19.36 Severability

If any provision contained herein is held to be invalid or unenforceable, the remaining provisions, or the application of such provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision contained herein shall be valid and enforceable to the fullest extent permitted by law.

19.37 County Consent or Action

In the event this Agreement is silent as to the standard for any consent, approval, determination or similar discretionary action, the standard shall be in the reasonable discretion of County.

19.38 Provisions Applicable to Others

All provisions of this Agreement governing Manager's use of the Facilities and Manager's activities and conduct on, about or from the Facilities shall apply to Manager's representatives.

19.39 Successors; Parties

The rights, liabilities and remedies provided for in this Agreement shall extend to the heirs, legal representatives and, so far as the terms of this Agreement permit,

successors and assigns of County and Manager. The words County and Manager and their accompanying verbs or pronouns, wherever used in this Agreement, shall apply equally to all persons, firms, or corporations which may be or become such parties hereto.

19.40 Survival

Any covenant or condition (including, but not limited to, indemnification provisions) set forth in this Agreement, the full performance of which is not specifically required prior to the expiration or earlier termination of this Agreement, and any covenant or condition which by their terms are to survive the termination of this Agreement, shall survive the expiration or earlier termination of this Agreement and shall remain fully enforceable thereafter.

19.41 Time of the Essence

Time is of the essence in the performance of and adherence to each and every covenant and condition contained herein.

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[DOCUSIGN SIGNATURE PAGE – COUNTY TEMPLATE]

EXHIBIT A FACILITIES



EXHIBIT A

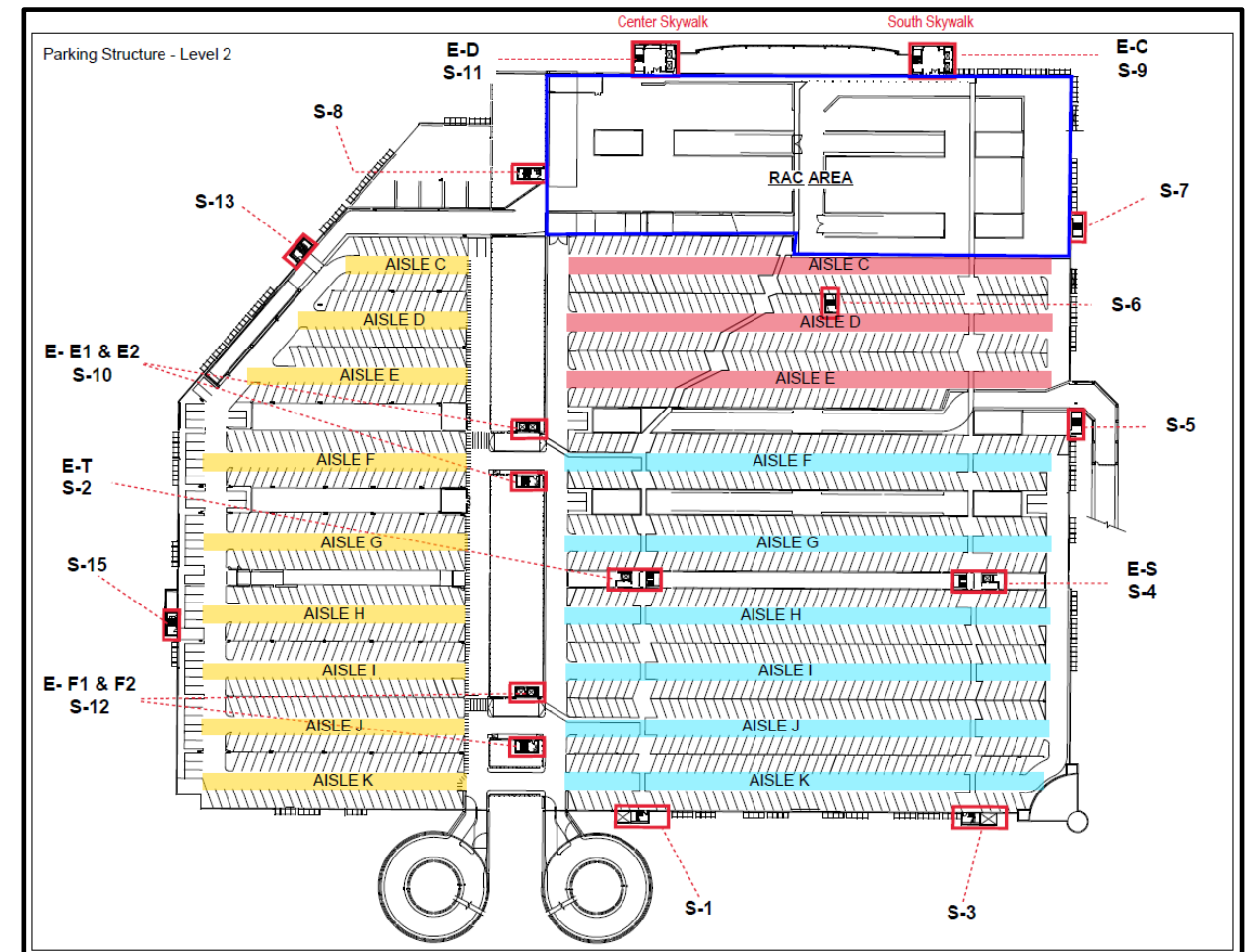
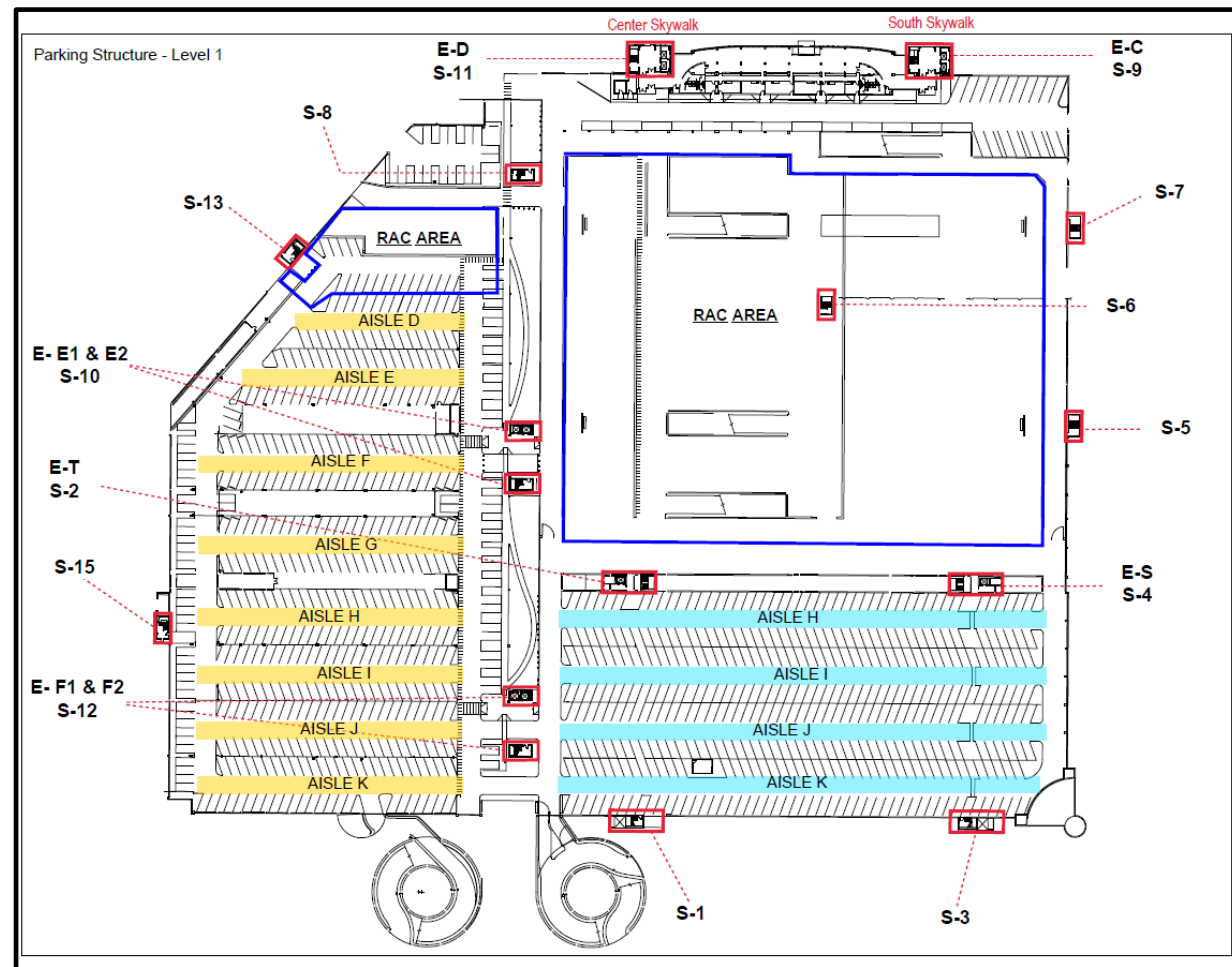
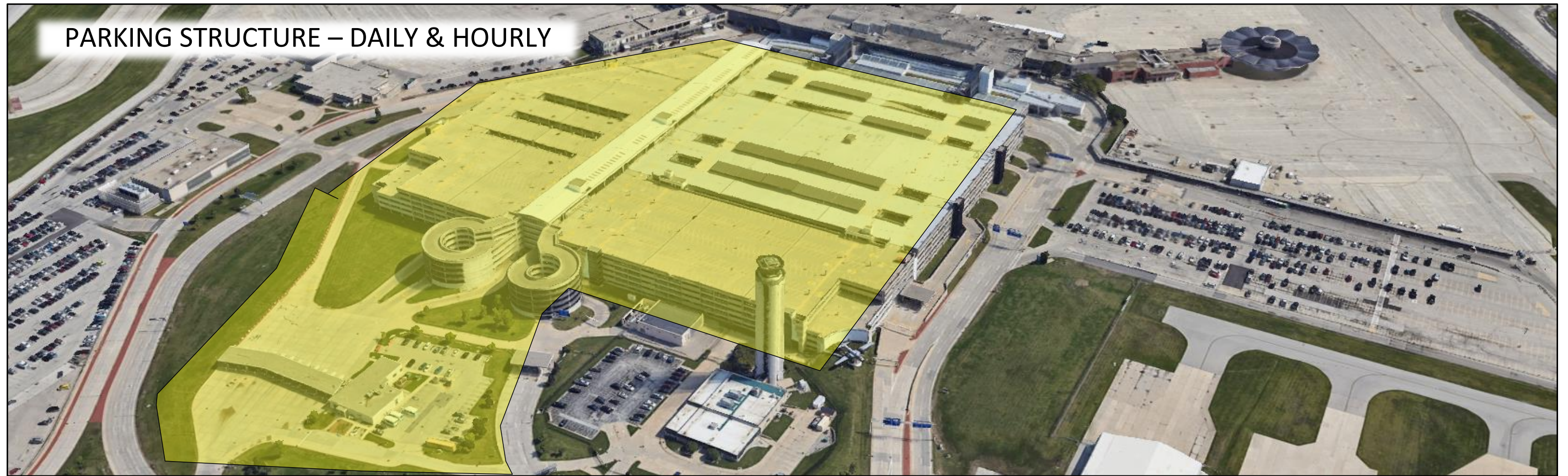


EXHIBIT A

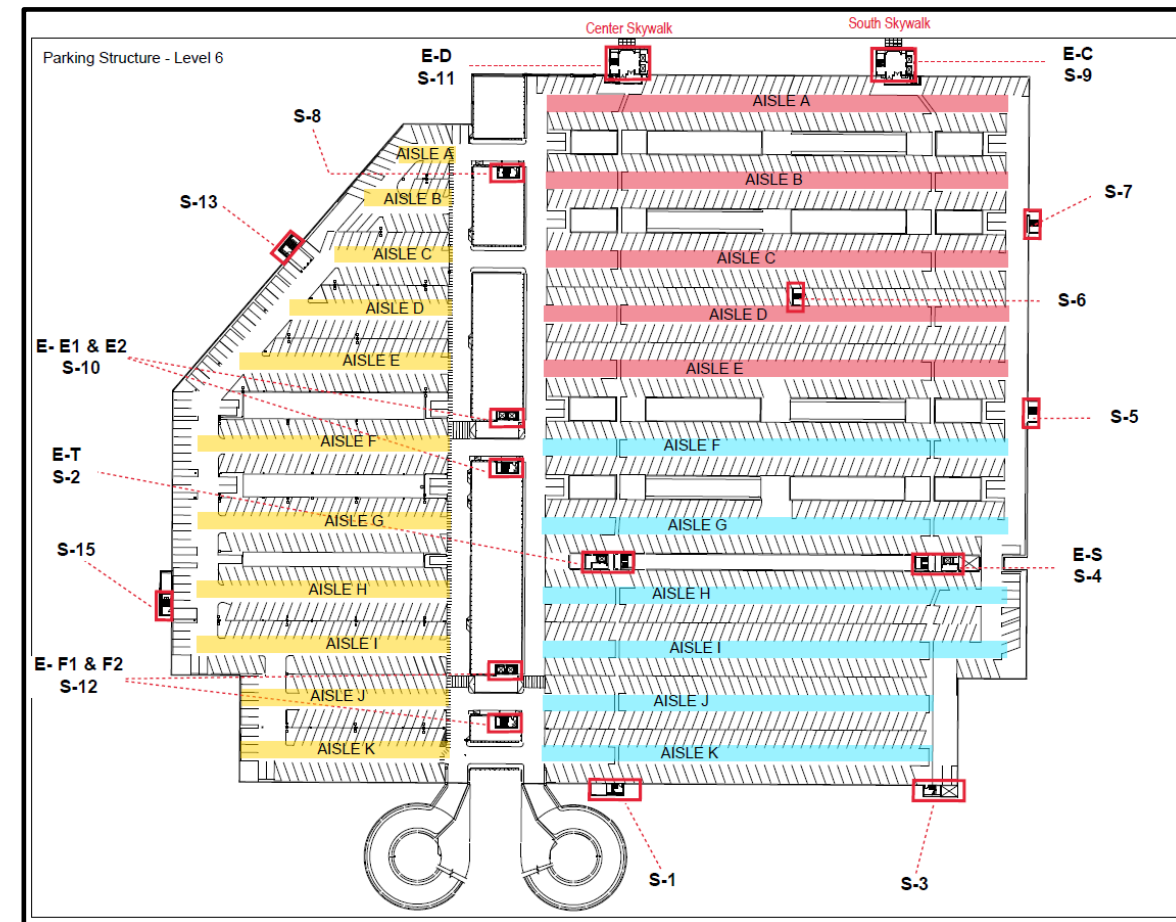
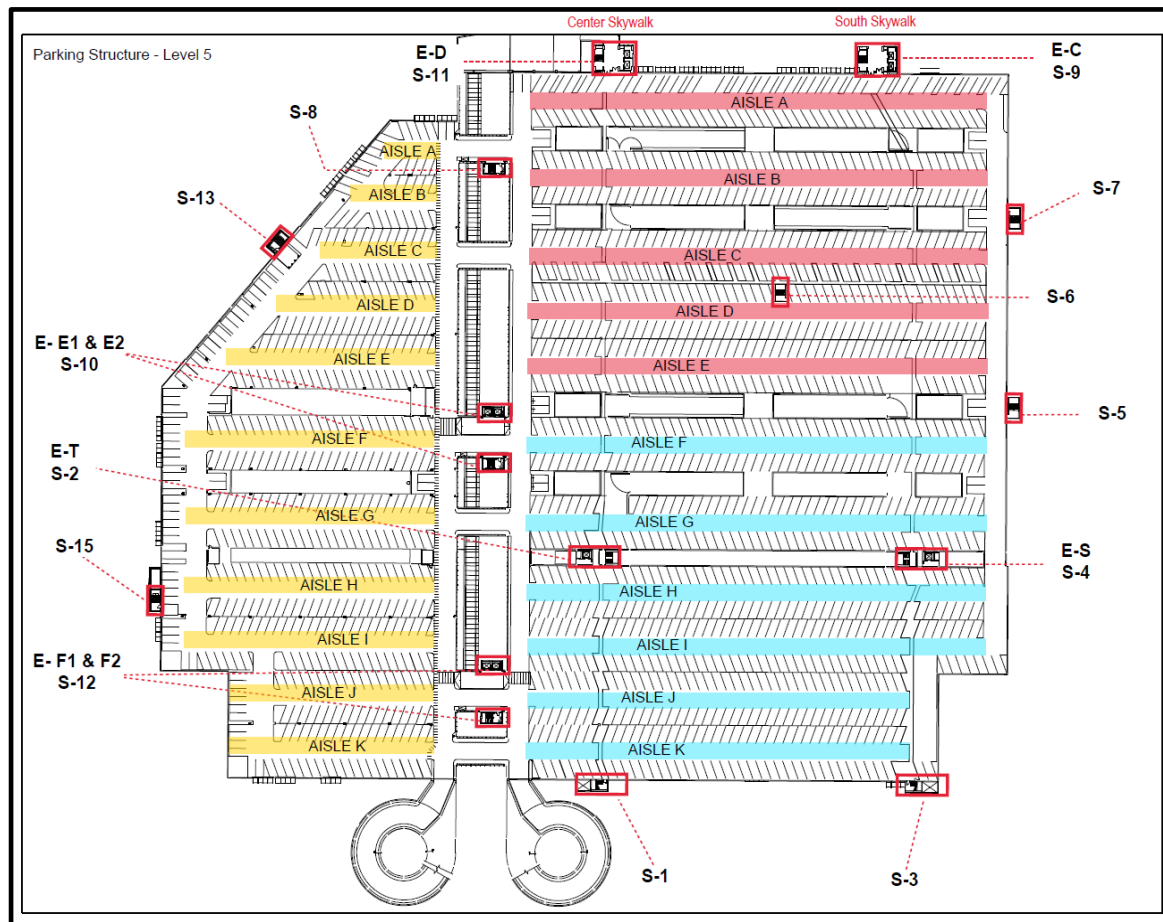
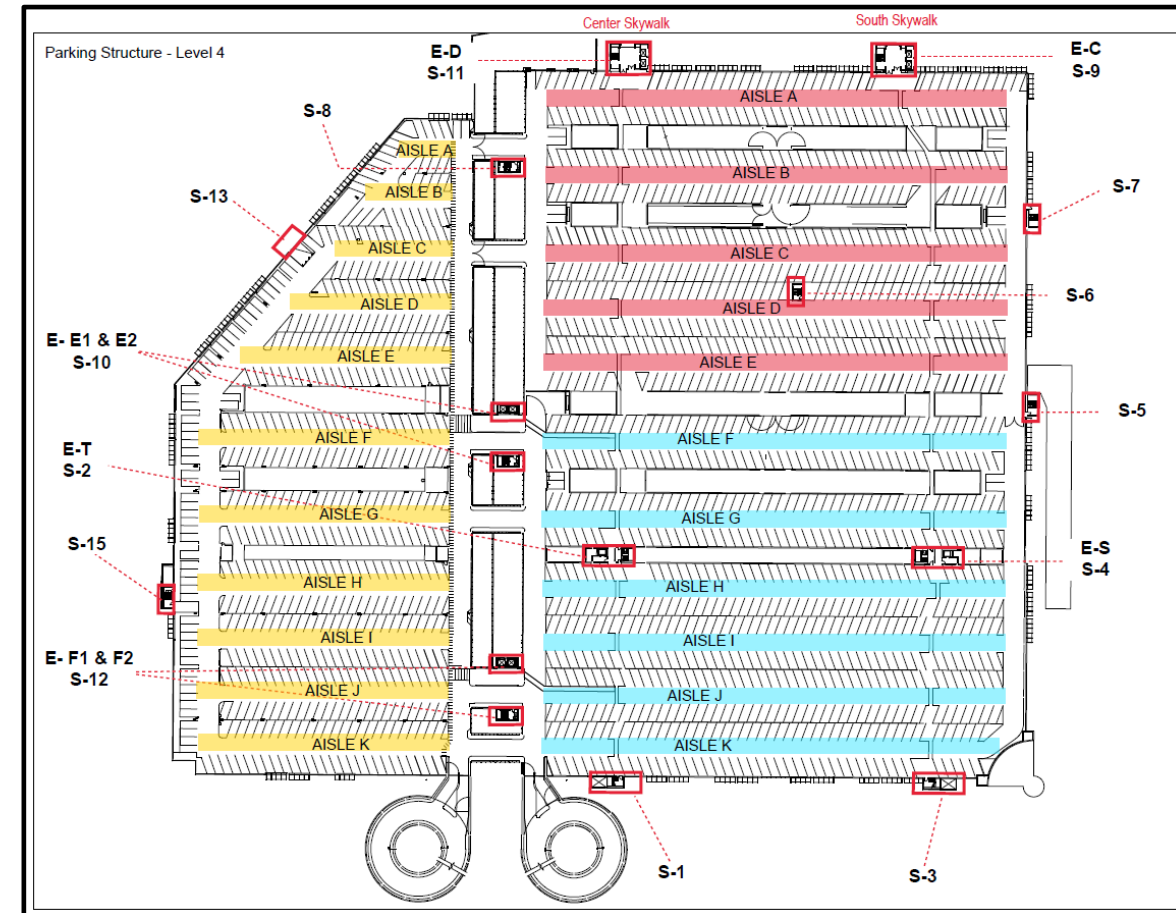
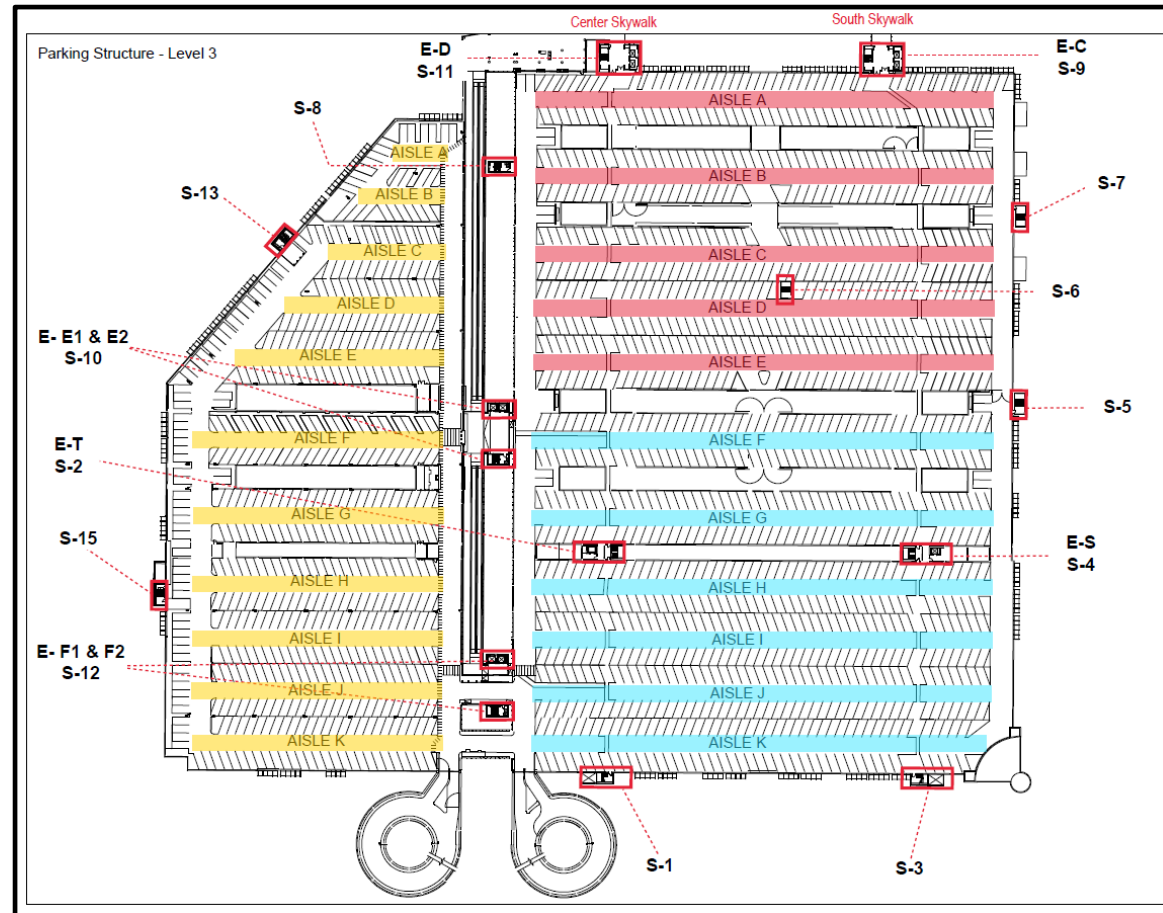


EXHIBIT A



EXHIBIT A

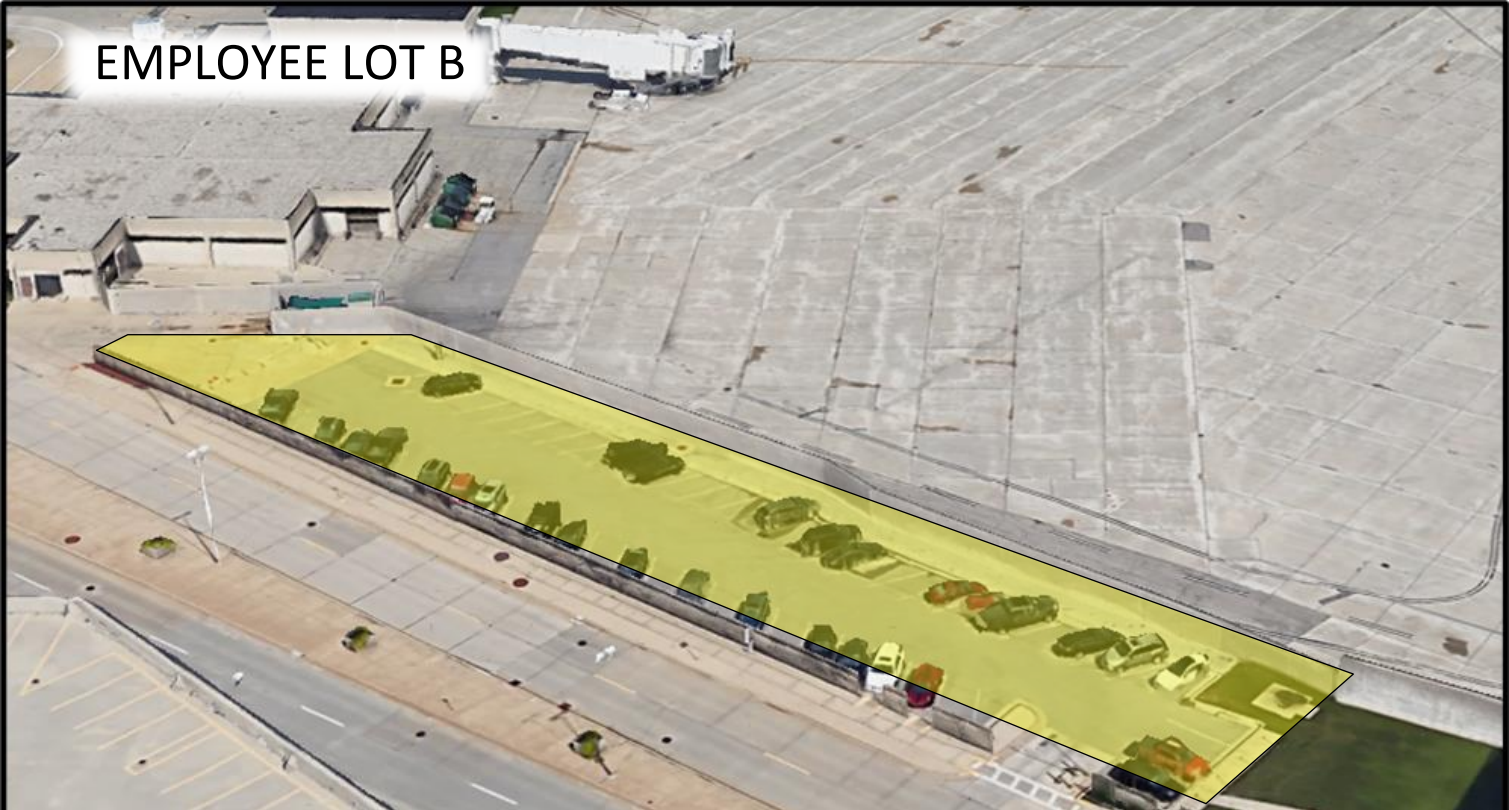




EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

Inventory as of the Effective Date:

	Updated October 2023										
TYPE OF VEHICLE	COUNTY FLEET NUMBER	UNIT NUMBER	VIN NUMBER	YEAR	STATE	MILEAGE	OWNED OR LEASED	LICENSE PLATE	PASSENGER CAPACITY	VEHICLE USE	Life Expectancy
Chevy Express 4500	110-005	4	1HA6GUBB9KN002677	2019	WI	140,938	owned by county	C12534	13	Shuttle Bus	Replace in 2023
Chevy Express 4500	110-003	5	1HA6GUBB3KN002466	2019	WI	118,840	owned by county	C12378	13	Shuttle Bus	Replace in 2024
Chevy Express 4500	110-006	8	1HA6GUBB9KN002746	2019	WI	122,122	owned by county	C12535	13	Shuttle Bus	Replace in 2024
Chevy Express 4500	110-004	11	1HA6GUBB0KN002537	2019	WI	114,609	owned by county	C12536	13	Shuttle Bus	Replace in 2024
Chevy Express 4500	110-010	12	HA6GUBB2LN012715	2020	WI	71,914	owned by county	C17415	13	Shuttle Bus	Replace in 2023
Chevy Express 4500	110-009	13	1HA6GUBB4LN012683	2020	WI	72,730	owned by county	C17485	13	Shuttle Bus	Replace in 2023
Chevy Express 4500	110-007	14	1HA6GUBB2LN011631	2020	WI	58,820	owned by county	C18648	13	Shuttle Bus	Replace in 2023
Chevy Express 4500	110-008	15	1HA6GUBB3LN011752	2020	WI	55,108	owned by county	C18626	13	Shuttle Bus	Replace in 2023
Chevy Express 4500				2022	WI		owned by county		13	Shuttle Bus	arriving 2023
Chevy Express 4500				2023	WI		owned by county		13	Shuttle Bus	arriving 2024
Chevy Express 4500				2023	WI		owned by county		13	Shuttle Bus	arriving 2024
Chevrolet Colorado	102-642	COLORADO	1GCHTBEN5K1249501	2019	WI	73,866	owned by county	P53442	4	Maintenance	
Ford Fusion	114-245	FUSION	3FA6P0LU6KR218294	2019	WI	34,996	owned by county	C12188	4	Management	
Honda Civic	166-381	HONDA CIVIC	19XFB5F57EE000063	2014	WI	99,277	owned by county	152-ZXU	4	Inventory/Counting Cars	
S30 - Commercial Sweeper		SWEeper	5826				owned by county			Sweeper	

Parking Garage	
Description	Quantity
Garage Hourly Entry Station	3
Garage Daily Entry Station	4
Garage Exit Station	13
Overhead DMS w/Ohmedia Software System	20
CCTV Camera	24
Garage ENS/EXS LPR Camera	20
Cash/Credit Pay Station - POF	3
Credit Only Pay Station - POF	3
Intercom Master Station	5
Workstation - Client Computers	4
Workstation Printer	1
Surface Lot	
Description	Quantity
Entry Station	2
Exit Station	1
LPR Camera	3
CCTV Camera	3
Cashier POS	
Saver A	
Description	Quantity
Entry Station	2
Exit Station	2
LPR Camera	4
CCTV Camera	4
1 cash station	1
Cashier POS	

Saver B	
Description	Quantity
Entry Station	2
Exit Station	2
LPR Camera	4
Shuttle Access Controller	1
CCTV Camera	4
Cash PIL	1
Rail (MARS)	
Description	Quantity
Entry Station	2
Exit Station	3
LPR Camera	5
CCTV Camera	5
Cash PIL	1
Ground Transportation	
Description	Quantity
Cashier POS	1
Zebra RFID Tag Printer for Dispatch on Demand/Managers Lot	1
Limo Lane	
Description	Quantity
Exit Gate w/RFID Reader	1
Managers Lot	
Description	Quantity
Skidata Entry Gate w/RFID Reader	1
Skidata Exit Gate	1

General Manager Office

- Large “U” shaped computer desk with storage
- 1 all in one computer
- 1 desk phone
- 3 chairs
- 1 metal file cabinet
- 1 small office table
- 1 computer mouse
- 1 mouse pad
- 1 stapler
- 1 tape dispenser

Outdoor area OPS office

- 1 picnic table
- 1 long metal bench
- 8 large artificial plant potters
- 1 100ft garden hose
- 1 cigarette butt dispenser
- 8 concrete base sign holders
- 2 blue barrel sign holders
- 9 concrete jersey barriers

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 scissors • 1 pen holder • 1 post it note holder • 1 garbage can • 1 computer keyboard • 1 pk black pens • 1 pk blue pens • 1 pk colored markers • 1 pk red pens • 1 calculator • 1 laptop computer • 1 office supply holder • 1 pk bulletin board tacs • 1 desktop file holder • 1 set computer speakers • 1 computer tower 	
<p><u>Accounting Office</u></p> <ul style="list-style-type: none"> • 3 piece “L” shaped desk with storage. • 1 computer tower • 2 computer monitors • 1 laptop computer • 1 computer keyboard • 1 mouse pad • 1 computer mouse • 1 laptop stand • 2 four drawer metal file cabinet • 1 two drawer file cabinet • 1 phone • 1 calculator • 1 garbage can • 2 desk top file holder • 2 chairs • 2 three drawer file holders 	<p><u>Outdoor Shed OPS parking lot</u></p> <ul style="list-style-type: none"> • 25 bags salt bags • 3 gas cans • 1 weed whacker. • 1 lawn mower • 1 garbage can • 4 shovels • 3 brooms • 4 salt scoopers
<p><u>Operations Manager 2 office</u></p> <ul style="list-style-type: none"> • 1 two tier bookshelf • 1 wall mounted key storage box. • 1 two drawer wood file cabinet with wood bookshelf • 1 “L” shaped desk with storage • 1 two drawer rolling wood file cabinet. • 1 computer desk chair • 1 phone • 1 calculator • 1 picture • 1 four drawer metal file cabinet • 1 metal 2 shelf storage cabinet • 1 garbage can 	<p><u>Back office common area</u></p> <ul style="list-style-type: none"> • 6 tall 4 drawer metal file cabinets • 1 xerox floor printer/copier • 4 desk tables • 4 computer desk chairs • 1 conference table • 1 paper shred box • 1 laminator • 1 postage machine • 1 garbage can • 1 paper cutter • 2 three-hole punch • 4 desktop file holders • 1 book binder machine • 1 intercom wall phone • 3 pictures • 11 colored toner cartridges • 1 fire extinguisher

EXHIBIT B

EQUIPMENT AND SYSTEM INVENTORY

<p><u>West hallway</u></p> <ul style="list-style-type: none"> • 1 cork bulletin board • 2 locking door bulletin boards 	<p><u>Operations Manager Office</u></p> <ul style="list-style-type: none"> • 1 “L” shaped desk with storage • 3 chairs • 1 computer tower • 1 keyboard • 1 mouse pad • 1 computer mouse • 1 computer monitor • 1 cork bulletin board • 1 phone • 1 scissor • 1 pen holder • 1 stapler • 1 tape dispenser • 1 dry erase board • 1 pack dry erase markers • 1 dry eraser • 1 desk top file holder • 2 pictures • 1 two drawer wood file cabinet • 2 printers • 1 four drawer metal file cabinet • 1 pk blue pens • 1 pk black pens • 1 pk red pens • 1 pk highlighters • 1 garbage can
<p><u>Front vestibule</u></p> <ul style="list-style-type: none"> • 1 garbage can • 1 wall mounted intercom 	<p><u>East hallway/door</u></p> <ul style="list-style-type: none"> • 1 Garbage can
<p><u>Accounting 1 cubical</u></p> <ul style="list-style-type: none"> • 1 all in one computer • 2 computer monitors • 1 computer tower • 2 keyboards • 2 computer mouse • 2 mouse pads • 1 three piece “L” shaped desk with storage • 1 two drawer metal file cabinet • 3 desk top file holders • 1 garbage can • 1 desk chair • 1 space heater • 1 three drawer small file cabinet • 1 medium table • 1 desk chair mat • 1 four drawer metal file cabinet • 1 phone • 1 calculator • 1 scissor 	<p><u>Accounting 2 Cubical</u></p> <ul style="list-style-type: none"> • 1 three piece “L” shaped desk with storage • 1 desk chair • 2 desk top file holders • 2 computer monitors • 1 mouse pad • 1 computer mouse • 1 keyboard • 1 phone • 1 computer tower • 1 post it note holder. • 1 tape dispenser • 1 scissor • 1 calculator • 1 pk black pens • 1 pk blue pens • 1 pk red pens • 1 pk highlighters • 1 garbage can • 1 three drawer small file cabinet
<p><u>Break Room</u></p> <ul style="list-style-type: none"> • 1 Refrigerator 	<p><u>Customer Service Coordinator Cubical</u></p> <ul style="list-style-type: none"> • 1 three piece “L” shaped desk with storage

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 microwave • 1 garbage can • 1 recycle can • 1 wall clock • 1 cork bulletin board • 1 television • 3 chairs • 2 tables • 1 wall mounted paper towel dispenser 	<ul style="list-style-type: none"> • 1 computer chair • 1 paper shredder • 1 three drawer small file cabinet • 1 space heater • 1 computer tower • 2 computer monitors • 1 keyboard • 1 mouse pad • 1 desk top file holder • 1 garbage can • 1 large garbage can • 1 computer mouse • 1 phone • 1 pen holder • 1 scissor • 1 tape dispenser
<p><u>OPS office southwest entry area</u></p> <ul style="list-style-type: none"> • 1 wall mount dry erase board. • 2 metal magnetic pen holders • 1 HP printer • 2 desktop file holders • 1 small black metal container with lid • 1 jump pack with charger • 2 wall hook black file holders. • 10 saver lot gate remotes • 1 pk black pens • 1 pk dry erase markers • 1 dry eraser • 8 pen bags for shuttles • 1 set Colorado keys • 1 set civic keys. • 1 set fusion keys. • 1 set sweeper keys • 1 desk • 1 metal storage cabinet • 1 gray wall mounted lock box 	<p><u>Corner Cubical</u></p> <ul style="list-style-type: none"> • 1 “L” shaped computer desk with storage • 2 staplers • 1 computer monitor • 1 computer tower • 1 keyboard • 1 computer mouse • 1 desk chair • 1 desk chair mat • 1 garbage can • 1 intercom (tiba) • 1 small black cabinet • 2 large book shelves.
<p><u>Vestibule</u></p> <ul style="list-style-type: none"> • 1 picture • 1 chair • 1 small plastic black bin • 1 garbage can 	<p><u>OPS office southeast entry area</u></p> <ul style="list-style-type: none"> • 5 desk top file baskets • 1 time clock • 1 intercom phone • 1 large bookshelf • 1 desktop file holder • 11 small plastic supply bins • 1 wall mounted lock box • 1 wall mounted coat rack • 4 raincoats
<p><u>Southwest CSR desk</u></p> <ul style="list-style-type: none"> • 1 xerox printer/copier combo • 1 computer tower • 2 computer monitors • 1 mouse pad • 1 keyboard 	<p><u>Cashier checkout room</u></p> <ul style="list-style-type: none"> • 2 chairs • 1 wall mounted cork bulletin board • 1 table • 1 desktop file holder • 1 pen holder

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 mouse • 1 wall clock • 1 desk chair • 1 two bracket computer screen mount • 1 phone • 1 stapler • 1 pen holder • 1 desktop file holder • 4 small plastic supply bins • 1 pk black pens • 1 pk blue pens • 1 pk red pens • 1 pk green pens • 1 pk highlighters • 1 tape dispenser • 1 intercom (tiba) • 1 mouse pad • 1 plastic desk chair mat • 3 self-ink paperwork stampers • 1 set DCS keys • 1 set tiba cash machine keys • 1 paper shredder wood box • 24 wall mounted plastic office mailboxes. • 1 calculator • 1 handheld credit card machine with charger 	<ul style="list-style-type: none"> • 5 pens
<p><u>Safe Room</u></p> <ul style="list-style-type: none"> • 1 “L” shaped desk with storage • 1 bookshelf • 1 metal rolling storage cart • 1 desk chair • 3 safes • 1 two drawer file cabinet • 1 wall mounted key box • 2 phones • 3 wall mounted office mailboxes • 1 money counter • 1 six slot metal holder • 1 calculator • 1 wall mounted hand sanitizer dispenser • 1 stapler • 6 handheld credit card machines with chargers 	<p><u>Booth 1</u></p> <ul style="list-style-type: none"> • 1 cash register • 2 floor rugs • 3 small black supply bins • 1 mini refrigerator • 1 tall double door cabinet • 1 computer chair • 1 computer tower • 1 computer monitor • 1 mouse • 1 keyboard • 1 UV counterfeit bill detector • 1 mouse pad • 1 counterfeit pen • 1 garbage can
<p><u>OPS office supply closet</u></p> <ul style="list-style-type: none"> • 2 brooms • 3 dusters • 1 dustpan • 1 vacuum • 1 wall mounted first aid cabinet. • 2 pks promissory notes • 6 calculator toner refills • 2 money bags • 7 ink pad refill bottles • 5 staple removers 	<p><u>Front south desk OPS office</u></p> <ul style="list-style-type: none"> • 1 desk • 2 plastic bins • 1 large binder • 1 surge protector

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 5 staplers • 5 pks note cards • 1 pk bulletin tacs • 2 pks finger moistener • 6 pks staples • 2 pks lanyards • 1 pk black pens • 1 pk blue pens • 1 pk red pens • 1 pk permanent markers • 1 pk highlighters • 1 pk badge holders • 1 pk clear tape • 1 pk packing tape • 1 tall grey metal cabinet • 1 clip board • 1 xerox MTC kit • 1 xerox 6510 toner • 3 pks medium disposable gloves • 1 pk AA batteries • 1 pk AAA batteries • 1 pk 2310 batteries • 1 pk C batteries • 1 pk D batteries • 1 pk 9V batteries • 3 pk lock deicer • 1 apple phone charger • 8pks small binder clips • 1 pk large binder clips • 1 case compressed air cans • 4 pks white out tape • 5 bottles hand sanitizer • 3 bags jumbo rubber bands • 2 bags small rubber bands • 1 pk large disposable gloves • 1 pk XL disposable gloves • 1 metal step ladder • 30 small plastic supply bins • 1 case 10gal garbage bags • 1 case 55-gal garbage bags • 1 pk cleaning sponges • 1 blood sugar test machine • 5 windshield scrapers • 5 traffic direct wands • 3 pks file cabinet document holders • 1 pk yellow file holders • 3 pks ear plugs • 1 pk respirator mask • 3 desktop file holders 	
<p><u>East facing cubical OPS office.</u></p> <ul style="list-style-type: none"> • 1 “L” shaped desk • 1 desk chair 	<p><u>West facing cubical OPS office.</u></p> <ul style="list-style-type: none"> • 3 computer towers • 1 computer monitor

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 computer • 1 monitor • 1 mouse • 1 mouse pad • 1 keyboard • 1 RFID tag printer • 1 garbage can • 1 radio charger • 1 desktop file holder • 2 small 2 drawer metal file cabinets 	<ul style="list-style-type: none"> • 1 keyboard • 1 mouse • 1 printer • 1 “L” shaped desk • 1 desk chair • 2 small 2 drawer metal file cabinets • 1 paper cutter • 1 power box for stationary 2-way radio • 1 mouse pad
<p><u>Supervisor desk cubical OPS office</u></p> <ul style="list-style-type: none"> • 1 plastic desk chair mat • 1 “L” shaped desk • 1 wall mounted white board behind desk. • 1 table behind desk • 5 small plastic bins behind desk • 1 desktop file holder behind desk on table • 1 desktop file holder • 1 phone • 1 radio charger • 1 calculator • 1 handheld CC machine with charger • 1 desk chair • 3 computer monitors • 2 keyboards • 2 mouse pads • 2 computer mouse • 1 intercom (TIBA) • 1 garbage can • 1 pen holder • 1 p-touch label printer • 1 tape dispenser • 1 stapler • 1 2-way radio • 1 emergency call box phone • 1 two screen mount • 1 set computer speakers • 1 two-way microphone • 1 fire extinguisher • 1 wall mounted key lock box • 2 wall mounter key hook boards • 1 floor fan • 2 wall mounted pen holders • 1 Post-it note holder 	<p><u>Assistant Operations cubical</u></p> <ul style="list-style-type: none"> • 1 “L” shaped desk • 1 desk chair • 2 garbage cans • 2 desktop file holders • 1 phone • 1 set computer speakers • 1 clip on fan • 1 calculator • 1 desk supply holder • 1 handheld CC machine with charger • 1 intercom (tiba) • 3 computer monitors • 2 computer towers • 1 mouse • 1 mouse pad • 1 keyboard • 1 dual computer switch button • 1 three screen monitor mount • 1 radio charger with radio • 2 small metal file cabinets • 1 spare stamper • 3 surge protectors
<p><u>East wall OPS office</u></p> <ul style="list-style-type: none"> • 5 wall mounted TV’s • 3 tall metal file cabinets • 2 radio chargers • 1 computer tower • 1 keyboard • 1 mouse • 1 calculator 	<p><u>Northeast corner CSR desk</u></p> <ul style="list-style-type: none"> • 1 desk with storage • 1 desk chair • 1 small file cabinet • 1 calculator • 1 handheld CC machine with charger • 1 garbage can • 1 printer

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 20-inch TV • 2 small metal file cabinets 	<ul style="list-style-type: none"> • 2 computer monitors • 1 mouse • 1 mouse pad • 1 keyboard • 1 mounted 2-way radio with mic • 1 phone • 1 intercom (TIBA)
<p><u>Conference room</u></p> <ul style="list-style-type: none"> • 1 small black table • 1 garbage can • 1 conference table • 1 projector • 1 conference phone w/ camera • 2 televisions • 1 computer tower • 1 keyboard • 1 mouse • 1 tv mount cart • 9 desk chairs • 1 white board • 1 tv cart • 2 mounted speakers • 1 small wood bookshelf • 1 stapler • 1 tape dispenser • 1 pen holder • 2 surge protectors 	<p><u>Back-office supply closet</u></p> <ul style="list-style-type: none"> • 3 plastic wall mounted paper holders • 10 desktop file holders • 1 phone stand • 3 traffic flags • 1 metal storage clip board • 10 small plastic supply storage bins • 1 mini refrigerator • 1 toaster • 1 microwave • 1 printer • 1 picture • 1 set computer speakers • 3 raincoats • 1 radio
<p><u>Chevrolet Colorado</u></p> <ul style="list-style-type: none"> • 1 fire extinguisher • 1 tool bag • 1 set 30ft jump cables • 1 stationary 2-way radio • 1 LED light bar 	<p><u>Ford Fusion</u></p> <ul style="list-style-type: none"> • 1 fire extinguisher • 1 set 15ft jump cables. • 1 LED strobe light
<p><u>Honda Civic</u></p> <ul style="list-style-type: none"> • 1 set 30ft jump cables. • 1 stationary 2-way radio • 1 fire extinguisher • 1 mounted monitor • 2 LPR cameras • 1 LED light bar control pad • 2 roof top mounted LED light bars 	<p><u>Sweeper</u></p> <ul style="list-style-type: none"> • 1 fire extinguisher
<p><u>Shuttle 4</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can 	<p><u>Shuttle 5</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can
<p><u>Shuttle 8</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher 	<p><u>Shuttle 11</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 garbage can 	<ul style="list-style-type: none"> • 1 garbage can
<p><u>Shuttle 12</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can 	<p><u>Shuttle 13</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can
<p><u>Shuttle 14</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can 	<p><u>Shuttle 15</u></p> <ul style="list-style-type: none"> • 1 first aid kit • 1 broom • 1 stationary 2-way radio • 1 fire extinguisher • 1 garbage can
<p><u>Ticket room</u></p> <ul style="list-style-type: none"> • 3 large metal file cabinet • 1 shop vacuum • 20 small plastic supply bins • 1 air compressor • 9 power equipment battery chargers • 2 metal double door cabinets • 3 ratchets • 8 sets assorted sockets • 1 Allen wrench set • 1 glue gun • 2 computer monitors • 3 computer stands • 18 monitor bases • 94 plastic storage totes • 1 large fire extinguisher • 2 leaf blowers • 8 snow/ice signs • 3 computer towers • 5 printers • 3 metal ladders • 5 large folding tables • 1 wood gate arm • 2 large metal signs • 2 metal height clearance bars • 3 large green bins • 1 metal rolling cart • 25 small fire extinguishers • 4 medium fire extinguishers • 14 orange traffic flags • 25 reflector triangles • 4 green traffic flags • 10 snow scrapers • 1 halogen work light bulb set • 2 cases plastic chain • 1 rolling room divider • 1 wall picture • 3 cubical divider walls • 1 parking stall striper 	<p><u>Exit plaza</u></p> <ul style="list-style-type: none"> • 10 orange traffic cones • 4 large orange plastic barricades

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 large exit sign • 1 pressure washer • 1 air hose • 2 sets assorted wrenches. • 3 sets nuts/bolts • 1 set assorted vehicle fuses. • 18 misc wiper blades • 1 mop • 1 bolt cutter • 12 small brooms • 1 12v sprayer pump • 1 light stand • 1 multiple drawer storage rack • 1 rolling toolbox • 1 power drill • 1 small plastic toolbox • 1 large cooler • 1 extension cord • 2 sets stencils • 5 qts small engine oil • 2 keyboards • 3 radio battery chargers 	
<p><u>Hourly Entrance</u></p> <ul style="list-style-type: none"> • 1 orange traffic cone 	<p><u>Amtrak (MARS Lot)</u></p> <ul style="list-style-type: none"> • 2 rubber weighted sign holders • 1 concrete base sign holder • 1 windmaster • 1 orange barricade • 3 orange traffic cones
<p><u>Saver Lot B Parking lot</u></p> <ul style="list-style-type: none"> • 8 orange traffic cones • 1 orange barrel traffic cone • 1 concrete base sign holder • 1 delineator • 5 concrete jersey barriers • 4 55-gal garbage cans 	<p><u>Saver Lot B booth</u></p> <ul style="list-style-type: none"> • 1 chair • 1 garbage can • 1 radio battery charger • 1 space heater • 4 pens
<p><u>Saver Lot A Parking lot</u></p> <ul style="list-style-type: none"> • 2 concrete jersey barriers • 28 concrete base sign holders ADA • 5 orange traffic cones • 15 delineators • 4 55-gal garbage cans 	<p><u>Saver Lot A Booth</u></p> <ul style="list-style-type: none"> • 1 window A/C unit • 3 raincoats • 1 stationary 2-way radio • 2 chairs • 2 brooms • 1 step stool • 3 small plastic supply bins • 1 pk pens • 1 bulletin board • 1 garbage can • 1 handheld CC machine with charger • 1 tiba cash register • 1 stapler • 1 tape dispenser • 1 pen holder • 1 table fan

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

	<ul style="list-style-type: none"> • 1 metal ladder
<p><u>Cell phone waiting lot</u></p> <ul style="list-style-type: none"> • 2 concrete base sign holders • 1 windmaster • 2 rubber weight delineator bases 	<p><u>Surface Parking Lot</u></p> <ul style="list-style-type: none"> • 1 55-gal garbage can • 2 orange traffic cones • 6 plastic orange barricades • 4 concrete jersey barriers • 17 concrete base sign holders
<p><u>Surface Lot Booth</u></p> <ul style="list-style-type: none"> • 1 chair • 1 tiba cash register • 1 window A/C unit w/remote • 1 stapler • 1 tape dispenser • 1 pk staples • 1 handheld CC machine with charger • 1 surge protector • 1 garbage can 	<p><u>GT Office</u></p> <ul style="list-style-type: none"> • 8 desktop file holders • 1 three piece "L" shaped desk w/ storage • 1 two-way radio battery charger • 3 surge protectors • 1 wall clock • 1 chair • 1 black corner desk w/ storage • 2 fire extinguishers • 2 staplers • 1 three-hole punch • 1 set computer speakers • 3 pen holders • 1 paper cutter • 1 floor fan • 2 brooms • 1 mini fridge • 1 wall mount file holder • 2 garbage cans • 1 plastic floor mat for desk chairs • 2 floor rugs
<p><u>Limo Lane</u></p> <ul style="list-style-type: none"> • 1 concrete base sign holder • 4 55-gal garbage cans 	<p><u>Baggage claim door 5</u></p> <ul style="list-style-type: none"> • 2 windmasters
<p><u>GT Booth</u></p> <ul style="list-style-type: none"> • 1 tiba cash register • 2 garbage cans • 2 tall chairs • 2 staplers • 1 computer monitor • 1 computer tower • 1 keyboard • 1 mouse • 1 mouse pad • 4 desktop file holders • 5 plastic info pamphlet holders • 1 handheld 2-way radio w/charger and extra battery • 1 step stool • 6 clipboards • 2 phones • 3 binders • 3 pen holders • 1 pk pens • 1 pk highlighters 	

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 1 cash lock box • 1 pk staples • 2 white out tapes • 1 pencil box • 1 handheld CC machine with charger • 1 wall clock • 1 bulletin board • 1 broom • 1 dustpan • 2 small plastic supply bins • 1 tape dispenser 	
<p><u>Managers Lot</u></p> <ul style="list-style-type: none"> • 5 orange delineator cones 	<p><u>Daily Parking Entrance</u></p> <ul style="list-style-type: none"> • 2 orange traffic • 2 wind masters • 7 concrete jersey barriers • 2 rubber delineator bases
<p><u>Employee Parking Lot</u></p> <ul style="list-style-type: none"> • 3 blue barrel sign holders • 4 concrete jersey barriers • 13 traffic cones • 4 55-gal garbage cans • 1 concrete base sign holder • 2 folding reflector cones • 1 large orange plastic barricade 	<p><u>Parking garage level 1</u></p> <ul style="list-style-type: none"> • 8 55-gal garbage cans • 20 concrete jersey barriers • 4 concrete base sign holders • 9 orange plastic barricades • 1 stop sign
<p><u>Taxi staging lot</u></p> <ul style="list-style-type: none"> • 2 concrete picnic tables • 2 rubber weight sign holders • 2 rubber weight cones • 3 cigarette butt cans • 1 concrete base sign holder • 5 55-gal garbage cans • 3 small garbage cans (bathrooms) • 3 wall mount paper towel dispensers(bathrooms) • 1 locking bulletin board • 1 large orange plastic barricade • 16 concrete jersey barriers • 1 wall mounter TV (DOD) 	<p><u>Level 1 blue storage room 132</u></p> <ul style="list-style-type: none"> • 3 55-gal garbage can lids • 2 five tiers plastic shelving units • 1 concrete base sign holder • 2 spare sweeper filters • 11 spare sidewalk pavers
<p><u>Parking garage level 2</u></p> <ul style="list-style-type: none"> • 9 55-gal garbage cans • 2 orange traffic cones 	<p><u>Level 2 blue storage room 208</u></p> <ul style="list-style-type: none"> • Empty
<p><u>Level 1 blue storage room 133</u></p> <ul style="list-style-type: none"> • Empty 	<p><u>Level 2 blue storage room 207</u></p> <ul style="list-style-type: none"> • Empty
<p><u>Parking garage level 3</u></p> <ul style="list-style-type: none"> • 6 orange traffic cones • 9 55-gal garbage cans • 2 garbage cans moving walkway. • 2 plastic barrier fences • 1 orange barrel cones • 1 concrete jersey barrier 	<p><u>Level 3 blue storage room 307</u></p> <ul style="list-style-type: none"> • 1 concrete base sign holder • 4 20FT long wood posts
<p><u>Level 3 blue storage room 306</u></p> <ul style="list-style-type: none"> • Empty 	
<p><u>Level 3 yellow row F cage</u></p>	<p><u>Parking garage 3 hourly</u></p>

EXHIBIT B EQUIPMENT AND SYSTEM INVENTORY

<ul style="list-style-type: none"> • 3 55-gal garbage cans • 2 metal utility ramps • 4 work lights • 1 generator • 1 dolly/utility cart • 2 snow blowers • 1 weed whacker • 3 brooms • 4 push brooms • 5 snow shovels • 6 metal shovels • 1 blue gas can • 4 car dollies • 2 leaf rakes • 3 ice chisels • 2 pavement stampers 	<ul style="list-style-type: none"> • 9 garbage cans • 2 orange plastic barricades • 6 concrete base sign holders • 2 orange traffic cones
<p><u>Parking garage level 4</u></p> <ul style="list-style-type: none"> • 6 Orange traffic cones • 9 55 gal garbage cans • 4 concrete jersey barriers • 3 plastic barrier fences 	<p><u>Level 4 yellow row F cage</u></p> <ul style="list-style-type: none"> • Empty
<p><u>Parking garage level 5</u></p> <ul style="list-style-type: none"> • 10 55-gal garbage cans • 2 plastic barrier fences • 9 orange traffic cones • 2 concrete base sign holders 	<p><u>Level 5 blue row G cage</u></p> <ul style="list-style-type: none"> • 2 large orange plastic barricades • 1 blue barrel sign holder
<p><u>Level 5 yellow row F cage</u></p> <ul style="list-style-type: none"> • 2 blue barrel sign holders • 1 concrete base sign holder • 2 plastic folding sign holders • 31 plastic barrier fences • 6 rubber weight sign holders • 5 rubber weight cones • 2 large orange plastic barricades • 7 wind masters • 54 orange plastic barricades • 1 full plastic tote misc size yellow rope • 1 1200ft spool yellow rope • 85 plastic delineators with weighted bases • 41 small orange traffic cones • 51 large orange traffic cones • 65 extra-large orange traffic cones • 6 plastic base extra-large cones • 5 small delineators 	

EXHIBIT C
STAFFING SCHEDULE FORMAT

EXHIBIT D
BUDGET FORMAT

EXHIBIT E
MANAGER'S PROPOSAL

EXHIBIT F INCENTIVE FEE CALCULATION

The incentive award for each evaluation category will be determined by applying a percentage to the available award for the respective category. The chart below sets out the percentages which would apply based upon total scoring within each category.

Total Score (100 points available for each category)	Percentage of award
0 – 70 Points	0% of Available Incentive
71 – 75 Points	50% of Available Incentive
76 – 85 Points	75% of Available Incentive
86 – 90 Points	85% of Available Incentive
91 – 95 Points	95% of Available Incentive
96 – 100 Points	100% of Available Incentive

- 1) Budget Compliance
 - a. Comparison of the budgeted and actual expenses
 - b. Any variances from budget approved in accordance with contract
- 2) Revenue Control
 - a. PARCS utilization to maximize the effectiveness and efficiency of operations
 - b. PARCS maintenance to avoid mechanical failure and processing errors
 - c. Results of Parking Operations Review (POR) conducted by Manager to ensure compliance to all revenue collection Standard Operating Procedures
 - d. Internal audit results and/or compliance to all revenue collection Standard Operating Procedures for the Airport
 - e. Accuracy and timeliness of meeting reporting requirements
- 3) Staffing
 - a. Effective planning and execution of staffing plan to maintain desired service levels at all times
 - b. Efficient staffing utilizing part-time employees and cross-training initiatives to limit overtime to 2% or less
 - c. Proactive recruitment, training, and feedback to attract and retain an exceptional workforce with nominal turnover
- 4) Performance of Shuttle Operations
 - a. Meeting staffing requirements and headways
 - b. Safety performance, including maintaining favorable Smart-Drive scores
 - c. Fleet availability and adherence to preventative maintenance program
- 5) General Appearance of Facilities and Personnel
 - a. Cleanliness and condition of the parking areas and equipment
 - b. Professional presence (grooming and uniforms) of staff
 - c. Performance of subcontractors
- 6) Quality of Service
 - a. Mystery shop scores targeting performance in the 90th percentile

EXHIBIT F
INCENTIVE FEE CALCULATION

- b. Positive and negative customer feedback review, including employee parking customers
 - c. Customer complaint tracking, review and corrective action
 - d. MKE feedback on quality of service
- 7) Marketing
- a. Oversight of reservations and parker loyalty programs
 - b. Revenue management services
 - c. Advertising and marketing support to promote on-airport parking and new revenue generation

