City of Duluth

Request for Proposals for

PARKING ASSETS MANAGEMENT SERVICES

Solicitation # 26-AA17

PROPOSALS DUE 3:00 PM CENTRAL TIME, FRIDAY, NOVEMBER 13, 2026

Submit to:

City Of Duluth
Attn: Purchasing Division
City Hall, Room 120
411 West 1st Street
Duluth, Mn 55802

Issued October 16, 2026

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PART I - GENERAL INFORMATION

I-1. Introduction and Project Summary. The City is seeking management fee-based proposals from qualified public parking operators for operations, maintenance, and management of its off-street parking ramps and lots, as well as designated on-street parking meters collections and maintenance. **Operator will need to provide a gateless revenue control system for all off-street parking operations**. Additional detail is provided in **Part IV** of this RFP.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule (ALL TIMES ARE CENTRAL TIME ZONE):

Activity	Date
Pre-proposal Conference at 10:00 am on this date (see paragraph I-5 below)	Thur, 10/22/26
Deadline to submit Questions via email to purchasing@duluthmn.gov	Thur, 10/29/26
Answers to questions will be posted to the City website no later than this date.	Wed, 11/04/26
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	Fri, 11/13/26
Interviews tentatively scheduled:	Fri, 12/4/26

I-3. Interviews or Demonstrations. The City reserves the right to request interviews and/or demonstrations from Proposers.

I-4. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-5. Pre-proposal Conference. The City will hold a virtual pre-proposal conference as specified in the Calendar of Events. Interested Proposers can attend via Microsoft Teams meeting. A link to the meeting is available at https://www.duluthmn.gov/purchasing/bids-request-for-proposals. Proposers who wish to have a site visit should contact Mark Bauer at mbauer@duluthmn.gov.

I-6. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

I-7. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website http://www.duluthmn.gov/purchasing/bids-request-for-proposals/ . Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information. Any addenda issued must be acknowledged on the Proposal Sheet attached as Appendix A.

I-8. Proposal Submission. To be considered, unbound hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

Please submit three unbound (3) paper copies of the Technical Submittal and one (1) paper copy of the Cost Submittal. Cost Submittal is to be submitted in a separate sealed envelope.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-9. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers**.** A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at http://mnucp.metc.state.mn.us/ .

I-10. Agreement. The awarded proposer will be required to sign an agreement similar to that attached as Appendix B. Exact agreement terms will be determined following the identification of the successful Proposer. Questions about the agreement should be submitted to purchasing@duluthmn.gov by the question deadline in the schedule above.

I-11. Award. The agreement award will be the parking operations management contract described herein. Although itemized pricing is requested as part of the evaluation process, the award will be a fixed-fee agreement.

I-12. Term of Contract. The term of the contract is anticipated to begin February 1, 2027, and is anticipated to end following an initial term of five (5) calendar years, followed by two (2) additional one- (1)-year term options.

I-13. Mandatory Disclosures. By submitting a proposal, each Proposer understands, represents, and acknowledges that:

A. Their proposal has been developed by the Proposer independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer.

B. There is no conflict of interest. A conflict of interest exists if a Proposer has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.

C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.

D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-14. Notification of Selection. Proposers whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

Proposal submissions must include at least the following:

- Cover letter
- Description of operator history and background
- Resumes of proposed management personnel
- At least three (3) references from municipal parking agencies/owners
- Plan to maximize and protect public parking revenues
- Proposed auditing procedures and reporting to the City
- Proposed gateless revenue control system
- Proposed management fees for the first five years
- Detailed narrative of proposed management concept as listed in a section below.
- Operations plan as described in Parking Operator's Responsibilities in Section IV-3 below.
- Annual yearly maintenance budget proposal, to include at least the following specific items:

- Pavement maintenance and sweeping
- Snow removal and ice mitigation
- Painting of parking stall stripes, lane arrows, and pedestrian walkways
- Operator maintenance and enforcement vehicles and equipment
- Lighting maintenance
- Security
- IT costs
- Daily and periodic cleaning/janitorial/custodial plan, including pigeon mitigation and cleanup to ensure continued operation as a Class A facility
- Staff payroll
- Management costs

Please refer to Appendix C regarding the scope of the City's parking assets to be operated and maintained in relation to this RFP.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City and DEDA Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The evaluation team will interview top scoring proposals. The factors and weighting on which proposals will be judged are:

Qualifications of the Proposer and personnel	30%
Prior parking management experience	25%
Proposed management fees	20%
Operations plan	20%
General RFP compliance	5%

PART IV – PROJECT DETAIL

IV-1. **Management Services.** The City is seeking management services for its off-street parking ramps and lots, listed in Appendix C, as well as its on-street parking meter collections and maintenance. For the purposes of this RFP, "management services" include:

- Daily operations of parking ramps and lots
- Collection and protection of all associated public revenues
- Exceptional customer service
- Management of monthly parking contract systems
- Issuance of City parking citations at all managed ramps and lots
- Facility routine maintenance and cleaning, not to include structural repairs or capital improvements
- Management of security services at ramps and lots
- Maintenance and collections related to Citywide multi-stall payment kiosks, both on- and off-street

- Coordination with all area stakeholders nearby or adjacent to ramps and lots
- Annual, timely proposal to the City of parking budget for all operations covered under the resultant parking agreement
- Monthly communication with the Duluth Parking Commission, in conjunction with the City's Parking Services Manager

IV-2. Parking access and revenue control equipment. The City employs gateless parking revenue control technology at all locations. Currently, this involves a combination of QR-code and License Plate Reader (LPR) systems, along with City-authorized issuance of parking citations by the parking operator to ensure compliance. The current revenue control system is proprietary to the current parking vendor; the successful Proposer will need to provide similar payment systems.

IV-3. Technology Information.

A. The Proposer should include information on their proposed parking management platform, including:
   - Cloud-hosted solution
   - Mobile-friendly interface
   - GIS integration capabilities
   - Open APIs
   - Open architecture
   - Real-time monitoring and management

B. Proposer should identify all proposed mobile payment options offered, such as those listed below:
   - Apple Pay
   - Google Pay
   - QR code payments
   - Mobile parking applications
   - Remote parking session extensions
   - Text-to-pay
   - One-touch pay

C. Proposer should identify potential future system integrations with City systems, including:
   - Financial systems
   - GIS
   - ERP
   - Payment gateways
   - Citation software
   - Mobile applications
   - Open Data portal
   - License Plate Reader platform
   - Integration with City's current citations and on-street payments vendor (Passport Parking)

D. Proposer's proposal should include what dashboarding and reporting capabilities are available for City Parking, such as the following:
   - Occupancy
   - Revenue
   - Equipment status
   - Peak utilization
   - Payment methods
   - Violations
   - Revenue trends
   - Utilization trends
   - Customer complaints
   - Maintenance issues
   - Camera monitoring

E. Proposer should identify if any additional items are offered or available such as:
   - Occupancy displays
   - Mobile maps
   - Digital signage

F. Proposer's proposal should identify any accessibility features included, such as:
   - ADA compliance statement
   - Multiple language options
   - Audio assistance
   - Screen-reader compatible website

IV-4. Parking Operator Qualifications. Each Proposer shall, as part of their submission materials, furnish to the City satisfactory evidence of its competency to provide the services described in this RFP. In order to be considered qualified to provide these services, each Proposer must meet the following minimum qualifications:

- Experience managing a multi-facility parking system for the past seven (7) years; experience managing a municipal public parking system for at least the past five (5) years is preferred
- Must provide evidence of skill, experience, and available financial resources necessary to manage a municipal public parking system.
- Must provide evidence of previous operation of a QR-code/License plate recognition (LPR)-based daily and monthly parking revenue control system within a municipal parking operations context, as well as the ability to independently source and employ such technology in Duluth.
- Must demonstrate a reputation for and history of high-quality parking management services through description and references, with emphasis on professionalism and superior customer service.

IV-5. Additional requirements.

- The successful Proposer must maintain a current certificate of Insurance on file as required by Paragraph 24 in the attached Appendix B and note that this is not a negotiable term of the agreement.

- The City must approve any changes to public parking rates and any posted signage or signage materials to be utilized.

- Parking Operator will need to provide and operate their own vehicles. The City will not be providing vehicles.

IV-6. Parking Operator's Responsibilities. Proposer must provide an Operations Plan to support the requirements of the resultant Parking Assets Management Agreement, to include at least the following:

- Operation and management of the City's parking ramps and lots in accordance with industry best practices
- Collection of associated parking fees in accordance with current Payment Card Industry Data Security Standards (PCI DSS)
- Accounting and bookkeeping services for all revenues and expenses, as well as associated monthly reporting to the City
- Operation and maintenance of ramps' and lots' access and revenue control systems
- Reporting method with the ability to break out revenue and expenditure activity by individual parking facility location
- Cash handling and deposit procedures
- Security and internal auditing of all physical cash collected on behalf of the City
- Detailed primary and secondary auditing procedures
- Cleanliness and maintenance of parking facilities so that they function properly and are free of debris and litter
- Daily and event staffing levels
- Organizational chart – local and corporate
- Proposed budget for first year
- Transition plan, if applicable
- Personnel policies, such as employee duties, qualifications, recruitment, hiring, pay scale, benefits, training, evaluation, advancement, and dismissal
- Equal employment opportunity policy
- Sexual harassment policy
- Safety policy and procedures
- Establishment and maintenance of high level of customer service

The selected Proposer will be responsible for furnishing all management, labor, and trained personnel needed to operate the City's ramps and lots. In addition to the requested responses located elsewhere in this document, the Proposer should provide a detailed narrative of its proposed management concept. Such narrative should include, but not be limited to, the following:

- How the Proposer intends to operate and manage parking ramp and lot locations within the parking system, including office locations and subcontractors
- Methods and procedures for collecting parking fees, remitting funds to the City, reporting collections, and auditing
- Management plan to maintain parking facility cleanliness
- Management plan for facility security
- Management plan to achieve superior levels of customer service
- Management plan to maintain acceptable payment portal uptime of 99.99%. Identify any system downtime in the past year.
- Proposed methods of ensuring that the parking vendor will not exceed City Council-approved annual budget expenses or fall short of budgeted revenues
- Transition plan following award

IV-7. City's Responsibilities. The City's responsibilities will include the following:

- Any and all capital/structural improvements
- Rebates for energy efficiency/improvements
- Annual structural inspections and assessments
- Inspections and maintenance of certain larger City technical systems within the ramps, such as environmental control and safety systems

APPENDICES

Appendix A – Proposal Cover Sheet
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APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 26-AA17 RFP FOR PARKING ASSET MANAGEMENT

Proposer Information:	
Proposer Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name & Title of Authorized Signer	
Email of Authorized Signer	

ACKNOWLEDGMENT OF ADDENDA

ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE
ADDENDUM #	INITIAL/DATE

APPENDIX B – AGREEMENT
CITY OF DULUTH
RFP# 26-AA17 RFP FOR PARKING ASSET MANAGEMENT

PARKING MANAGEMENT AGREEMENT

This PARKING MANAGEMENT AGREEMENT ("Agreement") effective notwithstanding the date of attestation by the City Clerk, October 1, 2026 (the "Commencement Date") s by and among the City of Duluth (the "City"), the Duluth Economic Development Authority ("DEDA"), and _____ ("Operator").

RECITALS:

A. The City of Duluth owns certain parking facilities set forth in Exhibit A.
B. DEDA owns or is responsible for the management of certain parking facilities set forth in Exhibit A.
C. There are 22 City parking facilities and six DEDA parking facilities, for a total of 28 separate off-street parking facilities subject to this Agreement.
D. There are three (3) on-street parking zones with 40 pay stations total that administer payments for approximately 246 parking stalls subject to this Agreement.
E. The Northwest Iron Lot, as set forth in Exhibit A, is subject to an agreement between DEDA and STAR NW, LLC ("STAR") dated March 31, 2021 (the "STAR Agreement"). The STAR Agreement continues on a month-to-month basis unless terminated as provided for therein.
F. The Lake City Lot, as set forth in Exhibit A, is subject to a ground lease agreement between DEDA and St. Croix, Inc. ("St. Croix") dated December 31, 1991 (the "St. Croix Agreement"). The St. Croix Agreement is perpetual subject to St. Croix's option to terminate as set forth in said agreement.
G. City and DEDA desire to contract parking management services to provide maintenance oversight and operational control; enhance customer service, convenience and cleanliness of these parking facilities; and provide coordination of parking with adjacent businesses while producing adequate revenues for City and DEDA.
H. Operator is an experienced operator and manager of parking facilities for motor vehicles and is able and willing to provide such management services.
I. The parties desire to enter into this Agreement, whereby Operator will operate and manage the parking facilities set forth in Exhibit A pursuant to the terms and conditions set forth.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

1. DEFINITIONS: The following terms, a used in this Agreement, shall have the meanings ascribed to them hereunder:

a. Agreement shall mean this Parking Management Agreement.
b. City Manager shall mean the City's Manager of Parking Services or designee.
c. Consent or Approval of City shall mean the consent or approval of the City Administrator.
d. Consent of City Manager shall mean a written document signed by the City Manager.
e. Facilities shall mean the parking facilities located in the City as set forth in Exhibit A attached hereto and incorporated herein. Facilities shall include any additional parking areas added by the City pursuant to Section 14 and shall also reflect the withdrawal of any parking areas by City pursuant to Section 14.
f. Improvements shall mean all items owned by the City or DEDA and located on or within the Facilities or affixed thereto, provided, purchased or used by Operator, including but not limited to revenue control equipment and structures, wiring and signs, and excluding Operator's personal property.
g. Operations Manual shall mean a written document, produced and furnished by Operator, describing specific procedures to be used to manage and operate the Facilities including at a minimum: facility staffing plan; account procedures; operations of parking equipment; annual budget procedures; customer relations including customer complaint procedures; public education regarding the Facilities; employment procedures including employee rules, policies, and job descriptions; snow removal policies; hours of operation; emergency response procedures; abandoned vehicle procedures; cash handling policies; internal control and auditing procedures; monthly/validation billing and collections procedures; and cashier and event attendant standard operating procedures.
h. Parking Manager shall mean the employee of the Operator charged with managing the Facilities. The Parking Manager shall reside in the greater Duluth metro area.

2. OPERATION OF THE FACILITIES IN GENERAL: Operator agrees to manage and operate the Facilities and the Improvements located thereon as public parking, as directed by City at City's cost and expense, and in a professional, economical, and business-like manner satisfactory at all times to the City. The Operator agrees to perform the following unless otherwise directed by City, all in accordance with and as set forth in the approved Operations Manual:
    a. Provide management of the day-to-day operations of the Facilities, including one full-time, in-person Parking Manager.
    b. Furnish and manage onsite revenue control systems for all applicable Facilities.

c. Provide day-to-day staffing of the Facilities (excluding the Parking Manager), which may include:
    i. Maintenance/janitorial positions;
    ii. Parking ambassadors/attendants/patrols;
    iii. Supervisory/administrative positions.
d. Follow parking management best practices in the operation of public parking facilities.
e. Implement parking rate, invoicing and operational policy changes as approved and directed by City.
f. Collect and account to the City Manager for revenues derived from the operation of each Facility and on-street point of payment.
g. Operations shall remain compliant at all times with Payment Card Industry Data Security Standards in regard to any card processing relationships used in conjunction with payment collection at City parking facilities.
h. Provide for each Facility and on-street point of payment a monthly operating statement of total expense, revenues and a summary of public usage.
i. Provide bookkeeping and account functions in conformity with generally accepted accounting principles for each Facility and on-street point of payment.
j. Provide necessary routing maintenance of each Facility and pay station.
k. Arrange for telephone service provided at each Facility as applicable.
l. Maintain Facility and on-street signage and promotional/informational materials.
m. Create and maintain a City of Duluth parking website.
n. Administer a validation system for hotels and local businesses to validate customer/guest parking.
o. Offer members of the public the option of contracting for parking on a monthly basis. The number of contract parkers per Facility shall be subject to the approval of the City Manager.
p. Meet and confer with the City Manager monthly to review the monthly report and on a weekly basis regarding operational issues, or more frequently as requested by the City Manager, and perform quarterly operational reviews to include recommendations pertaining to Section 6, Hours of Operation; Section 7, Rates; Section 8, Repair and Maintenance; Section 9, Maintenance Obligations of City, and Section 11, Advertising/Marketing/Public Education of Facilities.
q. Maintain a business office at no cost to Operator in the Technology Village Ramp or such other mutually agreeable location within the Facilities.
r. Arrange for subcontracted third party security patrols as requested by the City.
s. Issue administrative citations for parking violations under Duluth City Code, Chapter 33, that occur at the Facilities.

Within ninety (90) days of commencement of this Agreement, Operator shall provide an Operations Manual, subject to the approval of City Manager, describing specific procedures to be used to manage and operate the Facilities. Operator may make reasonable amendments to the Operations Manual during the term of the Agreement, as may be requested by the City Manager, provided such amendments clarify a provision or provisions set forth therein and do not materially alter Operator's scope of duties, and further provided that any such amendments are subject to the approval of City Manager.

Provided that Operator abides by all the terms and conditions hereof, neither the City nor DEDA shall, during the term of this Agreement, permit the operation of the Facilities by any other party other than the Operator except as set forth herein.

3. USE OF FACILITIES FOR SPECIAL EVENTS: Both parties agree to recognize that certain Facilities have been utilized as long-standing venues for special events and activities such as the use of the Northwest Iron Lot and the Lighthouse Lot for entertainment and race functions in connection with Grandma's Marathon held in June of each year and the use of the Library/Depot Lot for staging for the Christmas City of the North parade in November of each year. Such special event use closes the Facilities to general parking. Operator agrees to continue to honor all established special event uses. City will provide at least thirty (30) days' written notice to Operator of such use of the Facilities. In addition, Operator agrees to allow the use of the Facilities for any new or added special events for a period not to exceed one (1) week in duration per event. City will provide Operator forty-five (45) days' written notice of any such new special event.

4. LIMITED USE OF CERTAIN FACILITIES: Operator acknowledges that the City allows the North Shore Scenic Railroad exclusive use of Municipal Lot D during the months of June, July, August and September each year. Operator also acknowledges that DEDA allows twelve (12) parking spaces in the Lake City Lot to be used for overnight parking exclusively for patrons of Comfort Suites. Operator specifically agrees that such uses may continue during the term of this Agreement.

5. TERM AND TERMINATION: Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on October 1, 2026, and continue for a period of five (5) years through September 30, 2031 (the "Term"), unless terminated earlier as set forth herein. Notwithstanding the above, the term of this Agreement with respect to the Northwest Iron Lot and Lake City Lot shall be coterminous with the term of the ETOR Agreement and the St. Croix Agreement respectively, but in no event shall the term be for a period longer than the term of this Agreement.

This Agreement shall continue on a month-to-month basis in the event that a succeeding agreement shall not be in place as of the termination date of this Agreement, with such continuation to be in accordance with the terms and conditions in effect immediately prior to the expiration of the term of this Agreement. During the month-to-month continuation, the Agreement may be terminated at any time by either party upon giving not less than sixty (60) days' prior written notice of such termination.

6. HOURS OF OPERATION: Operator will make recommendations as to the days and hours of operation of the facilities and agrees to operate the facilities on the days and during the hours established by City. City may change such operating hours at its discretion. Current hours of operation will be set forth in the Operations Manual.

7. RATES: Operator agrees to charge and collect the parking rates as approved by City. Such rates may be adjusted by City during the term of this Agreement. Operator acknowledges and agrees that from time to time, City may change parking rates at its discretion and may further participate in free or reduced-price parking for special or other events or programs. At the request of the City Manager, Operator shall review and recommend to City rate changes. Rate changes shall go into effect only when approved by City.

8. REPAIR AND MAINTENANCE: All repair and maintenance of the facilities as set forth herein and in the Operations Manual shall be at City's sole cost and expense, and at City's direction and discretion, pursuant to which Operator will maintain the Improvements and all operating equipment at the Facilities in good working order. Operator will consult with the City Manager on maintenance obligations in a timely and economical manner. Operator will maintain the facilities in a clean, neat, orderly and sanitary condition, including the removal of dirt, garbage, rubbish, snow, ice (including snow and ice removal on sidewalks within and adjacent to the Facilities), and free of other refuse and objectionable odor, all in a manner comparable to other first-class parking facilities. As more specifically set forth in the Operations Manual, Operator shall perform:
    a. Manual litter/debris removal and sweeping of facility floors, driveways, and sidewalks;
    b. All operational aspects of their revenue/access control equipment;
    c. Routine sign maintenance;
    d. Graffiti removal;

e. Sweeper/scrubber pavement cleaning to include sidewalks and driveways;
f. Pressure washer pavement cleaning to include sidewalks and driveways;
g. Pothole repair;
h. Wheel stop maintenance;
i. Snow plowing, removal, and ice control. Snow must be moved away from all physical points of payment and piled in far corners of the facilities or other locations as designated by City. Operator may utilize the City's snow disposal site. Other snow and ice control protocols will be set forth in the Operations Manual;
j. Annual floor striping and curb painting;
k. Replacement of lights and ballasts;
l. Replacement of broken glass window panels;
m. Periodic cleaning (flushing and snaking) of water drains, sump tanks and flammable traps;
n. Repainting internal equipment and bollards as needed;
o. General facility painting and glass repair as needed; and
p. Other maintenance services requested by City.

The subcontracting of any of the items above is subject to the approval of the City Manager if the item exceeds budget by both $1,000 or more and by 10% or more.

On the first anniversary of the commencement of this Agreement, or anytime thereafter, City may, at its sole option, remove any of the repair and maintenance services to be provided by Operator as set forth in subparagraphs a-p.

9. MAINTENANCE OBLIGATIONS OF CITY: City agrees to maintain and pay for all maintenance and all structural and utilities repairs at the Facilities, including, but not limited to electrical; plumbing; repairs to the walls and floors of the Facilities; sinkholes; maintenance of ventilation system and elevators; and any structural, mechanical, electrical or other installations; or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements.

10. OPERATOR STAFF: Operator shall provide a sufficient number of competent staff to operate and manage the Facilities in accordance with the terms and conditions of this Agreement such that the Facilities will be operated in a first-class manner similar to other first-class parking facilities of similar type in the Upper Midwest. Operator will provide all necessary executive and supervisory personnel who are not stationed at the Facilities but are required for the proper management of the Facilities.

City shall approve the level of staffing at the Facilities. Operator agrees to increase or decrease staffing levels according to City's directive.

Operator shall employ, train, assign, motivate and manage staff to operate the Facilities. The Operator shall perform background checks of new hires in all positions including a criminal background check and a motor vehicle records check. The Operator shall also have a drug and alcohol testing program that at a minimum will require a negative drug test as a condition of employment, including management level and hourly positions. In addition, the testing program at a minimum will include a "Drug Free Policy" and require testing for reasonable suspicion and post-accident testing for accidents involving fatality, injury, or equipment being disabled. Such program will be carried out in compliance with applicable federal and state laws. Personnel will be employed, disciplined, discharged, promoted and directed in the performance of their duties by Operator.

Employees shall be clean and neatly dressed in uniforms always provided by Operator in order to reflect the professional level of service expected by City. Employees shall always be polite and courteous. Employees shall be trained to be customer service oriented and ambassadors for City. Operator shall be obligated to control the actions of its employees and to dispense with the services of any employee whose conduct City determines to be detrimental to the best interests of City. Upon receipt from City of any complaint concerning conduct, demeanor or appearance of any employee, Operator shall promptly investigate and correct, where warranted, the condition(s) which gives rise to the complaint.

11. ADVERTISING/MARKETING/PUBLIC EDUCATION OF FACILITIES: Operator shall be diligent in the marketing and advertising of the Facilities at City's expense. Operator shall maintain communications with business groups such as the Downtown Duluth and the Canal Park Business Association to identify possible marketing and public education opportunities.

12. INTELLECTUAL PROPERTY: City and DEDA hereby grant to Operator, during the term of this Agreement only, a limited, non-assignable, non-exclusive right and license to use the intellectual property of City and DEDA, including but not limited to its trade names and trademarks relating to the Facilities (the "City/DEDA intellectual Property") to the extent related to Operator's administration, management and operation of the Facilities.

Operator agrees that all work created by Operator or its subcontractors for City and/or DEDA is a "work made for hire" and that the City and/or DEDA shall own all right, title, and interest in and to the work, including the entire copyright in the work, and the work shall be considered City/DEDA Intellectual Property. Operator fu11her agrees that to the extent the work is not a "work made for hire" Operator will assign to City and/or DEDA ownership of all right, title and interest in and to the work, including ownership of the entire copyright in the work. Operator agrees to execute, at no cost to City or DEDA, all documents necessary for City or DEDA to perfect its ownership of the entire copyright in the work. Operator represents and warrants that the work created or prepared by Operator will be original and will not infringe upon the rights of any third party, and Operator further represents that the work will not have been previously assigned, licensed or otherwise encumbered. Notwithstanding the forgoing, ownership by the City or DEDA of City/DEDA Intellectual Property shall not include any, and Operator shall retain all right, title, and interest (including any and all intellectual property) it has in trademarks, know-how, technique, software (source code), and practice tools that Operator has developed, or will develop, wholly independent of any services required by or performed under and without breach of this Agreement ("Operator Property").

Upon termination of this Agreement for any reason, City and/or DEDA shall have the right, at their sole cost and expense, to remove the Intellectual Property from the Facilities, and Operator shall refrain from all further use of the Intellectual Property.

13. SOFTWARE: During the term of the Agreement, Operator shall implement and coordinate the installation at the Facilities of all software upgrades necessary for the proper and compliant operation of the Facilities for public parking (the 'Software") at City's cost. The Software shall remain the property of the City upon termination of this Agreement. The software and services used for processing transactions shall be compliant with standards established by the PCI Security Standards Council (https://www.pcisecuritystandards.org/index.shtml).

14. MANAGEMENT FEE: As compensation for the professional management services rendered by Operator, City will pay Operator a monthly management fee of _____. This management fee is part of the Operating Expenses as defined below and is itemized on Schedule A attached hereto as Exhibit B.
    a. The Management Fee set forth herein is for the management by Operator of the specific Facilities set forth on the attached Exhibit A inclusive. In the event City desires that any additional parking lots be made subject to this Agreement, such additional parking lots may be added only upon the consent of Operator and

upon a mutually agreeable increase in the Management Fee. In the event City desires to remove any of the parking lots from Operator's management under this Agreement, the Management Fee shall be reduced in an amount mutually agreed upon between Operator and City.

b. It is the intent of the parties that the Management Fee shall compensate Operator for:
    i. Corporate travel, lodging and meals;
    ii. Business association memberships and sponsorships;
    iii. Salaries of Operator's not directly involved in the management of the Facilities,

All other costs directly related to or incurred in the operation of the Facilities shall be passed on to and paid for by City.

15. ACCOUNTING PROCEDURES AND EXPENSE REIMBURSEMENT:
    a. Operator will deposit the Gross Revenue into its bank account daily and will pay all Operating Expenses out of its bank account.
    b. On or before the 15th day of each month, Operator will provide City a statement for the preceding calendar month, setting out the Gross Revenue and Operating Expenses for such month, together with:
        i. Payment to the City equaling Gross Revenue minus Operating Expenses for all Facilities; or
        ii. Invoices for any shortfall in Gross Revenue to pay Operating Expenses, for the Facilities (if Operating Expenses exceed Gross Revenue). City will pay said shortfall invoices within thirty (30) days of receipt and any failure by City to pay such invoices as set forth herein shall be deemed a default of this Agreement.
        iii. "Gross Revenue" means all revenue, whether hourly, daily, monthly, special event, validation, coupon, violator, or miscellaneous (including income from website advertising, billboards, wall advertising, vending machines, pay telephones, and any other income approved by City) collected by Operator in connection with the operation of the Facilities, along with any such revenue collected by City and provided to Operator. Excluded from Gross Revenue is the value of all discounted, validated, and free parking granted by City for the parking of vehicles in the Facilities.
        iv. "Operating Expenses" means those expenses reasonably necessary to operate the Facilities including, but not limited to, the management fee, taxes, credit card fees, credit card charge backs, refunds and all expenses set out in Schedule A shown on Exhibit B and as budgeted for in an

amount reasonably agreed to by the Operator and City Manager. The parties agree that the Operating Budget will be subject to change during the term of this Agreement. Certain costs, as set forth in Schedule B shown on Exhibit B, are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the City.

As part of the Operating Expenses, Operator will receive the following monthly payment for recoverable expenses during the term of this Agreement:

Data Processing	
Payroll Processing	
Accounting and audit	
Payroll taxes, employee insurance, and benefits	
Insurance rate	

c. Sales taxes will be collected by Operator from customers and will be transmitted by Operator to the taxing authorities as required. Use tax and all other applicable taxes and licenses will be paid by Operator as Operating Expenses.
d. If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits, and accounts receivable as of midnight the evening before the commencement date. Operator's first twelve (12) month cumulative management fee total is refundable in whole to City if, in City' sole discretion, City is dissatisfied by the services rendered by Operator during the preceding twelve (12) months. City shall have two (2) weeks from the one-year anniversary of the commencement of this Agreement to notify Operator in writing of said dissatisfaction, and Operator then shall provide City the full refund payment within fifteen (15) days of receipt of said notice.
e. Payments to City to be deposited in Funds 505, 506 and 860. Payments to Operator to be paid out of same Funds.

16. REPORTS AND RECORDS: Operator shall provide a detailed monthly statement of Gross Revenues derived for the preceding month for operation and management of each Facility, said statement to be in a form acceptable to City and minimally including reporting of revenue and expenses to budget with explanation of variances to budget of 10% or more. Operator agrees that during the term of this Agreement it will maintain, under and in accordance with generally accepted accounting principles, a complete and accurate set of books, records, and dates of its parking receipts including daily revenue

and shift reports, bank deposit slips, tickets, accounts and cash register tapes showing all Gross Revenues collected by Operator under this Agreement and all taxes affecting said Gross Revenue. The Operator shall collect and maintain facility utilization data for the Facilities and shall submit to City monthly activity reports which shall include the number of parking transactions, the dollar value of all revenue collected, and the number of non-paying exits. All such books, records, accounts and tapes shall be kept in conformity with the practices and procedures set forth in the Operations Manual approved by the City's Chief Financial Officer.

Operator agrees that, as provided in Minnesota Statutes I6C.05, Subd. 5, all Operator's books. records, documents, and accounting procedures and practices related to the operation of the Facilities are subject to examination by the City, and/or the state auditor for six (6) years from the date of termination of this Agreement. Upon five (5) days' prior written notice by the City Manager, Operator shall provide all requested financial information specifically regarding Operator's management of the Facilities.

17. INCIDENT REPORTS: Operator shall notify the City's Claims Investigator and Adjuster in writing of any incident of injury or loss or damage to the property of City, DEDA or STAR or any employees or patrons occurring within the Facilities. Written notice shall be provided within twenty-four (24) hours of Operator's actual knowledge of any such incident on a form acceptable to the City's Claims Investigator and Adjuster. Said written notice shall be mailed to the City's Claim Investigator and Adjuster, City Attorney's Office, 411 West First Street, Room 440, Duluth, MN 55802.

18. LOSS OR DAMAGE TO THE FACILITIES: In the case of any substantial loss or damage to any of the Facilities as a result of taking under the power of eminent domain, or by fire, storm or other casualty, City may (i) repair or restore the Facility at City's expense, or (ii) abandon the operation and terminate this Agreement as it relates the damaged Facility by giving at least ten (10) days' prior written notice to Operator. If City so terminates, City shall not be liable to Operator for the portion of the Management Fee for the damaged Facility arising after the date of taking or casualty; provided however, if any portion of the Facility remains suitable for parking and Operator, with City's prior written approval, continues its operation, Operator shall be entitled to receive its Management Fee for the period during which such operations are continued. If City repairs and restores the Facility, no Management Fee shall be due for the period the Facility is unsuitable for the ordinary conduct of parking business, and Operator shall not be required to provide services hereunder, but this Agreement shall continue in effect.

19. CONDITION AND USE OF THE FACILITIES: Neither City nor DEDA make any representation that the Facilities are suitable for specific uses and Operator accepts the Facilities in an "as is" condition without representations or warranties of any kind. Except as provided for herein, neither City nor DEDA is obligated to make any alterations or improvements on or to the Facilities.

20. CUSTOMER RELATIONS: At City's request and expense, Operator shall conduct a customer satisfaction survey of the facilities in a form acceptable to the City Manager, the results of which shall be provided to City. At City's expense, Operator will initiate and utilize its standard mystery parking program on a recurring basis with forms developed in consultation with the City Manager. Operator shall provide the results of all mystery parking forms to City. Accessible customer service and assistance/troubleshooting will be provided twenty-four (24) hours per day for customers of the Facilities using technology and networked on-call telephone systems. At City's expense, Operator shall educate the public regarding the Facilities and shall implement a customer reward program.

21. PARKING TICKET VALIDATION: Operator and City shall arrive at a mutually agreeable method for and number of parking validations for use by City, DEDA or Operator.

22. SIGNS: Prior to the erection or installation of any sign or advertising, Operator shall provide City with a sample of the proposed sign or advertising, proposed location, and proposed method of installation. City shall promptly review and approve all such use or shall, within five (5) business days, provide Operator with objections to the sign or advertising with recommended changes. Failure to approve or disapprove the items within such five (5) day period shall be deemed an approval of the sign or adve1tising. Any material changes in the approved items shall additionally require City's written approval of the items. A sign or advertising approved by City in connection with one Facility which has not been materially altered shall not require an additional City approval for use in connection with another Facility. Operator shall design and install all signs and advertising in compliance with all applicable ordinances and code.

23. INDEMNIFICATION: To the fullest extent permitted by law, Operator agrees that it shall defend, indemnify, and hold harmless the City and DEDA, their officers, employees, and agents, from and against any and all costs or expenses, claims or liabilities, including but not limited to, reasonable attorney’s fees and expenses, whether asserted by Operator or any third party. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City and

DEDA in all matters where claims of liability against the City and/or DEDA arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of Operator, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Operator, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered by the assertion of a claim for damages against City and/or DEDA. On ten (10) days' written notice from the City of Duluth, Operator shall appear and defend all lawsuits against the City and/or DEDA growing out of such injuries or damages. Operator shall not be required to indemnify City or DEDA for amounts found by a fact finder to have arisen out of the intentional, willful, or wanton acts or omissions of City or DEDA. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Operator. Nothing in this provision shall affect the limitations of liability of the City and DEDA as set forth in Minnesota Statutes Chapter 466.

Operator understands this provision may affect its rights and may shift liability and specifically agrees to the same.

24. INSURANCE:
    a. Operator shall comply with the following insurance obligations and shall provide the minimum amounts of insurance from insurance companies authorized to do business in the State of Minnesota:
        i. Workers' compensation insurance in accordance with the laws of the State of Minnesota;
        ii. Commercial General and Automobile Liability Insurance with limits not less than $1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. Such insurance shall be in a company approved by the City of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a "form following" provision may be utilized to meet the required minimum amount state above. Such insurance shall indemnify Operator, City, and DEDA from all liability described in the Indemnification paragraphs above;
        iii. City and DEDA shall always be named as Additional Insured under the Commercial General and Automobile Liability Policies;
        iv. Operator to provide Certificate of Insurance evidencing all coverages required above. Such Certificate shall contain an unconditional

requirement that the insurer must notify the City and DEDA without fail not less than thirty (30) days prior to any cancellation, or ten (10) days prior to any non-renewal of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverages ineffective as against the City and DEDA. The use of an "Acord" form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG 2010 pre-2004); and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney's Office.

b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Operator, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Operator, its employees, agents, and representatives in the negligent performance of work covered by this Agreement.
c. Certificates showing that Operator is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.
d. The City and DEDA do not represent or guarantee that these types or limits of coverage are adequate to protect Operator's interests and liabilities. Nothing in this provision shall affect the limitations of liability of the City and DEDA as set forth in Minnesota Statutes Chapter 466.

25. CIVIL RIGHTS COVENANT OF OPERATOR: No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation, or disability shall be excluded from any participation in, denied any benefits of, or otherwise subjected to discrimination with regard to the services provided pursuant to this Agreement. This Agreement shall be conducted in compliance with the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A.
26. AMERICANS WITH DISABILITIES ACT: Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., Operator understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of the disability. As a condition of accepting this Agreement, Operator agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans

with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the City of Duluth through contracts with outside contractors. Operator shall be responsible for and agrees to indemnify and hold harmless the City and DEDA from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the City or DEDA as a result of Operator's failure to comply with the provisions of this Section.

27. RELATIONSHIP OF THE PARTIES: It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners, joint venture or joint enterprise between the parties hereto or of constituting Operator as an agent, representative or employee of the City or DEDA for any purpose or in any manner whatsoever and any such claimed status is expressly waived by Operator. Operator's employees shall not be considered employees of the City or DEDA, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Operator while so engaged and any and all claims whatsoever on behalf of Operator arising out of employment or alleged employment, including without limitation, claims of discrimination against the City or DEDA, or their officers, agents, contractors or employees shall in no way be the responsibility of the City or DEDA. Operator and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

28. DEFAULT:
    a. Default Defined: "Default" shall be defined when any of the following circumstances exist:
        i. If City or Operator has failed to make the payment set forth in Sections 14 and 15, or any other fee, charge, or tax when due hereunder and such failure to pay shall continue for ten (10) days after written notice to the non-paying party in the manner provided hereinafter.
        ii. Failure to provide and/or maintain the insurance coverage required herein.
        iii. If City or Operator fails to comply with any term or condition of this Agreement and such failure is not cured within thirty (30) days after written notice thereof or if a cure cannot be completed within said thirty (30)-day period through no fault of the non-complying party, if the non-complying party shall have failed to commence such cure within said thirty (30)-day period or shall fail to thereafter complete such cure as expeditiously as possible.

iv. If City or Operator: (a) files a petition in bankruptcy or other insolvency proceeding is filed, without dismissal within thirty (30) days of filing; or (b) makes any general assignment for the benefit of creditors or composition; or (c) if a petition or other proceeding is instituted for the appointment of a trustee, receiver, or liquidator of a party pursuant to laws for the benefit of creditors; or (d) if a proceeding is instituted by any governmental authority for dissolution or liquidation of either party.

v. If all of the interest of the Operator in its property shall be taken by garnishment, attachment, execution or other process of law.

vi. If any interest of the Operator under this Agreement shall, without the approvals required in Section 31 be transferred or assigned.

vii. If any lien shall be filed against the Facilities because of an action or omission of Operator and shall not be discharged or contested by Operator in good faith by proper legal proceedings within twenty (20) days after receipt of notice thereof by Operator.

b. Rights Upon Default If at any time City or Operator shall be in default, as defined in this Section, regarding the requirements of this Agreement, the non-defaulting party may at any time thereafter:

i. In the event of Operator default, (a) immediately, or at any time thereafter without further notice to Operator, re-enter into or upon the Facilities under this Agreement or any part thereof and take possession of the same fully and absolutely with or without cancellation of this Agreement and without such re-entry representing a forfeiture of the fees and charges to be paid and of the covenants, terms and conditions to be performed by Operator for the full term of this Agreement, and in the event of such re-entry, City may collect and retain all parking revenues or City may contract with another operator for an equivalent or greater or lesser management fee and City to recover properly measured damages; or (b) City may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon the Facilities, and the Operator covenants in case of such termination to indemnify the City and DEDA against all loss of fees, and charges which City and/or DEDA have suffered or paid up to the date of such termination.

ii. In the event of City default, Operator may at their election terminate this Agreement upon written notice to City and immediately cease all management activities and responsibilities for the Facilities and the City

covenants in the case of such termination to promptly pay all outstanding Management Fees and Operating Expenses.

iii. City and Operator shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings shall be deemed cumulative.

iv. In the event of a declaration of default by either the City or DEDA, this Agreement shall continue between the Operator and the other non-defaulting owner with respect to that non-defaulting owner's Facilities under the terms and conditions set forth in this Agreement as they relate to that owner's Facilities.

c. Non-waiver. Any waiver by a non-breaching party of any breach of covenants herein contained to be kept and performed by the other party shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the waiving party from declaring a forfeiture for any succeeding breach, either of the same covenant or otherwise.

29. NOTICES: Any notices or communications required to be given to or served upon City or Operator may be so given or served by mailing the same, properly addressed and stamped, to such party or parties by United States regular mail, registered mail, certified mail or by reputable overnight courier service. Until new addresses shall be given, the addresses of the respective parties for the purpose of such notices or communications or for any other purposes shall be:

As to City:
City of Duluth, City Hall
411 West First Street, Room 440, Duluth, MN 55802
Attention: City Attorney

With a copy to:
City of Duluth, City Hall
411 West First Street, Room G20, Duluth, MN 55802
Attention: Parking Manager

As to Operator:

With a copy to:

And a copy to general counsel:

30. SECURITY: City expressly acknowledges that Operator's obligations in connection with the management, operation and promotion of the Facilities and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Facilities. Operator does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Operator's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City will determine, at City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Facilities.

31. ASSIGNMENT: Except for the subcontracting of work as set forth elsewhere herein, Operator shall not assign or transfer this Agreement, in whole or in part, in any manner, nor any interest therein, nor permit the foregoing Agreement to become transferred by operation of law or otherwise, nor do or suffer any acts to be done whereby the same may be or become assigned in whole or in part, unless the written consent of City shall first be obtained in each and every case of assignment or transfer. It is expressly agreed by the Operator that in the event permission be granted by City as herein provided, the assignee shall be required to assume and agree to perform the covenants of this Agreement and that notwithstanding any such assignment, the Operator shall be and remain liable for the performance of all covenants and conditions for the full term of this Agreement.

32. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

33. RULES AND REGULATIONS: City shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Facilities, which Operator agrees to observe and obey.

34. NONWAIVER OF LIABILITY: Nothing in this Agreement constitutes a waiver by City, DEDA or Operator of any statutory or common law defenses, immunities, or limits on liability. The liability of City and DEDA shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minnesota Statutes Chapter 466.

35. LAWS, RULES AND REGULATIONS: Operator agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and the City which are applicable to its activities under this Agreement.

36. DATA PRACTICES: All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

37. SEVERABILITY: In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

38. AMENDMENT: Any of the terms of this Agreement maybe changed upon the mutual consent of City and Operator, but to be valid any such changes must be inwriting, dated, and must be executed with the same formalities as this Agreement.

39. HEADINGS: The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

40. GOVERNING LAW: This Agreement shall be governed by and in accordance with the laws of the State of Minnesota, and all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement shall be venued in state or federal courts located in Duluth, Minnesota.

41. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.

42. ENTIRE AGREEMENT: This Agreement, including Exhibits A and B, is the entire agreement between the parties. All prior or contemporaneous statements and understandings not contained herein shall be of no further force and effect.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date of attestation shown below.

CITY OF DULUTH

By:_____

Mayor

Attest:

By:_____

City Clerk

Date:_____

Countersigned:

_____

City Auditor

Approved as to Form:

_____

City Attorney

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

By:_____

Title: _____

By: _____

Title: _____

OPERATOR

By:_____

Its:_____

Title of Representative

Date:_____

APPENDIX C – PARKING ASSETS
CITY OF DULUTH
RFP# 26-AA17 RFP FOR PARKING ASSET MANAGEMENT

Parking Ramps

Lot Name	Address	# of Stalls	
HART Ramp	125 E Superior Street	317	
Tech Village Ramp	10 E 1st Street	595	
Medical District Lakeside Ramp	302 E 1st Street	599	
Civic Center Ramp	410 W 1st Street	510	
Medical District East Ramp	1024 E 1st Street	323	
Medical District Hillside Ramp	315 E 1st Street	330	2674

Surface Lots

City of Duluth

Lot Name	Address	# of Stalls	
Library/Open Depot Lot	702 W Michigan Street	50	
Upper Library	602 W Michigan Street	126	
Lower Library Garage	602 W Michigan Street	44	
Lot A	415 Depot Road	104	
Lot B	315 Depot Road	30	
Lot C	231 Depot Road	67	
Lot D	414 Depot Road	47	
Viaduct Lot	501 Depot Road	8	
Palmer House Lot	108 W 1st Street	50	
Lake Avenue Alley	Lake Ave & W 2nd/W 3rd St	5	
Pickwick Lot	510 E Superior Street	30	
Hartley Lot	736 E Superior Street	10	
Rose Garden Lot	1314 London Road	44	
Lake Place Lot	235 Canal Park Drive	60	
Sculptured Wall Lot	315 Canal Park Drive	21	
Water Street Lot	2059 Water Street	50	746

DEDA

Lot Name	Address	# of Stalls	
Lincoln Lot	315 W 2nd Street	45	
Lake City Lot	376 Canal Park Drive	85	
Lighthouse Lot	510 Canal Park Drive	87	
Northwest Iron Lot	370 Canal Park Drive	195	
Steam Plant Lot	1 W Railroad Street	50	
Irvin Lot	56 W Railroad Street	34	496

Total # of Off-Street Lots **28** **Off-Street Stalls** **3916**

Pay Stations

Zone	Location	# of Stalls	
1831	Canal Park (4 Pay Stations)	48	
1848	W Superior Street (19 Pay Stations)	123	
1849	E Superior Street (17 Pay Stations)	75	

Total # of Pay Stations **40** **On-Street Stalls** **246**

Total Managed Stalls **4162**