



REMOTE MONITORING AGREEMENT BETWEEN

City of La Crosse, Wisconsin

AND

SP Plus Corporation

This REMOTE MONITORING AGREEMENT (this “**Agreement**”) is made and entered into as of the 1st day of November, 2016, by and between CITY OF LA CROSSE, WISCONSIN (“**City**”), and SP PLUS CORPORATION, a Delaware corporation formerly known as Standard Parking Corporation (“**Contractor**”).

THAT, WHEREAS, the City operates, controls and maintains the La Crosse Regional Airport (the “**Airport**”) and the public parking facilities which serve the Airport (the “**Parking Facilities**”); and

WHEREAS, Contractor is an experienced provider of remote monitoring of parking facilities; and

WHEREAS, City and Contractor desire to enter into an agreement whereby Contractor will provide remote monitoring of the Parking Facilities upon the terms, covenants and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. GRANT. City hereby grants to Contractor and Contractor hereby accepts the exclusive right and obligation of administering, managing and operating the remote monitoring services with respect to the Parking Facilities upon all of the terms and conditions set forth in this Agreement.
2. TERM. The initial term of this Agreement shall commence on December 1, 2016 (the “**Commencement Date**”) and continue through and including December 31, 2017 (the “**Initial Term**”), subject to sooner termination as provided in this Agreement. As of the Commencement Date hereof, that certain Remote Monitoring Management Agreement between the parties with respect to these same Parking Facilities, dated November 20, 2013 shall be deemed terminated.

The City shall have the right to renew this Agreement for up to four (4) additional successive terms of one (1) year each by giving Contractor written notice of its election to exercise such renewal not less than thirty (30) days prior to the expiration of the Initial Term or then current renewal term (as applicable).

In addition to any other termination rights granted herein, either party may terminate this Agreement at any time during the Initial Term or thereafter (as applicable), without cause or penalty, by giving at least thirty (30) days’ prior written notice of termination.

3. CONTRACTOR'S OBLIGATIONS AND SERVICES. Contractor hereby covenants and agrees that it will provide Level 2 remote monitoring of the Parking Facilities 24 hours per day, seven (7) days per week, which shall involve the provision of the following services:
 - a. Viewing of live transaction data.

- b. Provision of coaching to customers of the Parking Facilities in need of assistance to complete a transaction upon entering or exiting the Parking Facilities.
- c. Management of customer interaction and operations through intercom connection with the aid of live video.
- d. Resolution of any in-line and pay station issues remotely or through the dispatch of local support, which local support shall be provided by the City.
- e. Logging and reporting of all calls and distributions to local support on a daily basis.

Contractor shall hire, pay, provide benefits for and supervise sufficient experienced and qualified personnel to provide the remote monitoring services. Such personnel will be trained in customer service and shall act in a professional, businesslike and efficient manner. All persons so employed shall be employees of Contractor and not of City, and shall have no authority to act as the agent of City.

The remote monitoring services shall be provided from an off-site parking command center managed and operated by Contractor, which shall be linked to the Parking Facilities through an automated parking operation, by video and internet. The parking command center shall house all camera, monitor, telephone, intercom and internet system equipment necessary to allow Contractor's staff to remotely monitor the Parking Facilities.

Contractor shall provide general liability insurance coverage for its operations in accordance with Section 18 below.

4. CITY'S RIGHTS AND OBLIGATIONS. The City shall be responsible for all on-site maintenance and operation of the Parking Facilities whatsoever, including, without limitation: setting all operating hours; setting all parking rates and discount and refund policies; advertising and promotions, if any, as deemed desirable by the City; revenue collection and deposit; on-site customer service and local support (which shall be dispatched through Contractor's remote monitoring service to address on-site Parking Facilities' issues that are not resolved remotely); maintenance, repair and replacement of all plant and equipment, including pavement, signage, lighting and landscaping, and both structural and non-structural improvements; snow and ice removal; safety services; on-site security as determined by the City; armored car service if deemed necessary by the City; the defense, settlement and/or payment of all personal injury, death and property damage claims attributable to the City's on-site operation of the Parking Facilities; ticket purchase and replenishment; license plate inventory; re-stocking luggage carts in racks; and staffing the Parking Facilities during chargers and larger events, as determined by the City.

The City shall appoint a single point of contact as the City's on-site field agent responsible for handling any on-site issues that Contractor's remote management team identifies for remediation. The on-site contact shall be a City employee or contractor and Contractor shall not be responsible for compensating such person.

All third party contracting desired by the City for local equipment maintenance support, armored car service, security services or any other operating or maintenance functions shall be the City's sole responsibility in terms of the decision to use such contractors and all contracting, compensation and management of such contractors. To the extent interaction between Contractor and any other City contractors is necessary or desirable for the provision of the remote monitoring services, the City shall facilitate such interaction. In addition, the City, at its sole cost and expense, shall provide and pay its third party vendors for all on-site equipment software and hardware upgrades and licenses and fees necessary for the provision of the remote monitoring services by Contractor.

5. **CONTRACTOR'S COMPENSATION.** As compensation for Contractor's services hereunder, City shall pay Contractor compensation equal to the total of the following:
 - a. A fee (the "Management Fee") equal to \$10,000.00 per year during the Initial Term. If the City should exercise its renewal options, then on each anniversary of the Commencement Date the Management Fee shall increase by three percent (3%) over the Management Fee in effect during the preceding 12-month period. The Management Fee shall be paid in equal monthly installments in accordance with Section 6 below.
 - b. A fee (the "Service Fee") equal to \$2.70 per hour for the 24/7 remote monitoring service. If the City should exercise its renewal options, then on each anniversary of the Commencement Date the hourly rate used to determine the Service Fee shall increase by three percent (3%) over the rate in effect during the preceding 12-month period. The Service Fee shall be paid in accordance with Section 6 below.

6. **PAYMENT TERMS.** No later than ten (10) days prior to the end of each month, Contractor shall send the City a statement setting forth the Management Fee and the Service Fee of the next month. The statement shall be supported by such commercially reasonable documentation as the City shall require. Within thirty (30) days after receipt of Contractor's monthly statement, the City shall pay Contractor such Management Fee and Service Fee.

If payment is not made by the City to Contractor within the time frame set forth in this Agreement, then Contractor shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable; and (ii) at its option, terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies (including the right to recover attorneys' fees and any other expenses incurred) which Contractor may pursue to collect the unpaid balance.

If City disputes any element of compensation claimed by Contractor, then the City shall give Contractor written notice specifying the item(s) disputed and the reason therefor. Payment for any item which is not disputed shall not be withheld.

The parties shall, in good faith, diligently pursue resolution of any disputed item within thirty (30) days of said notice.

7. **USE OF INFORMATION SYSTEMS:** Contractor covenants to adhere to all City policies and best practices when utilizing City information systems in accordance with this Agreement.
8. **STANDARD OF PERFORMANCE:** Contractor agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contractor agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
9. **FULLY QUALIFIED:** Contractor represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
10. **SCOPE OF SERVICES:** Contractor is required to perform, do and carryout in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contractor is required to furnish all services and labor necessary as indicated in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement.
11. **CHANGE OF SCOPE:** The scope of service set forth in this Agreement is based on facts known at the time of the execution of this Agreement, including, if applicable, information supplied by Contractor. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such change, including any change in Contractor's compensation as a result of such change in scope.
12. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING:** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contractor receiving payment under this Agreement shall be the sole responsibility of the Contractor. To the extent that any sales, use, gross receipts or parking taxes apply to the parking revenues collected (collectively, "Parking Taxes"), the City shall be responsible for collecting and remitting such Parking Taxes.
13. **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date,

at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contractor under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of City, become the property of City. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to City for damages sustained by City by virtue of this Agreement by the Contractor, and City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due to City from the Contractor is determined provided the amounts setoff reflect a reasonable estimate of the City's damages.

14. SAFETY. Unless specifically included as a service to be provided under this Agreement, City specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property. Contractor is not providing on-site services at the Parking Facilities and, therefore, Contractor specifically disclaims any authority or responsibility for general job site safety at the Parking Facilities or the safety of persons or property at the Parking Facilities.
15. DELAYS. If performance of City's obligations is delayed through no fault of City, City shall be entitled to an extension of time equal to the delay.
16. OPINIONS OF COST. Any opinion of costs prepared by City is supplied for general guidance of Contractor only. City cannot guarantee the accuracy of such opinions as compared to actual costs to Contractor.
17. USE OF CITY PROPERTY. Any property belonging to City being provided for use by Contractor shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.
18. INSURANCE. Contractor shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
 - a. Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
 - b. Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
 - c. Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability; and,
 - d. To the extent that Contractor employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

The foregoing insurance shall provide coverage for injuries or damages arising out of Contractor's operations. The foregoing insurance does not provide

coverage for injuries or damages arising out of the City's operations as set forth in Section 4. On the certificate of insurance, City shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contractor shall file with City, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contractor shall provide City with a thirty (30) day notice prior to termination or cancellation of the policy. City reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.

19. **NO PERSONAL LIABILITY:** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of City have any personal liability arising out of this Agreement, and Contractor shall not seek or claim any such personal liability. Contractor's officers, directors and employees shall not have any personal liability hereunder.
20. **INDEPENDENT CONTRACTORS:** The parties, their employees, agents, volunteers, and representative shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint ventures, or partners.
21. **GOVERNING LAW:** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
22. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
23. **NOTIFICATION:** Contractor shall:
 - a. As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify City in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contractor with respect thereto.

- b. Promptly notify City of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contractor contained in this Agreement to be untrue.
 - c. Notify City, and provide copies, immediately upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree concerning the Parking Facilities or this Agreement from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contractor or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contractor or any guarantor concerning the Parking Facilities under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contractor or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.
24. SEVERABILITY: The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
25. ASSIGNMENT, SUBLET, AND TRANSFER: Contractor shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of City. This Agreement shall be binding on the successors and assigns of each party hereto. Contractor shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet or transfer.
26. NO WAIVER: The failure of any party to insist, in any one or more instance, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.
27. SUBCONTRACTING: None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of City. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors and of person either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.
28. CONFLICTS OF INTEREST: Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any conflicting

interest shall be employed. Any interest on the part of Contractor or its employee must be disclosed to City.

29. **NON-DISCRIMINATION:** Pursuant to law, it is unlawful and Contractor agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contractor shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

30. **POLITICAL ACTIVITIES:** Contractor shall not engage in any political activities while in performance of any and all services and work under this Agreement.
31. **GOVERNMENTAL APPROVALS:** Contractor acknowledges that various of the specific undertakings of City described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contractor further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. City's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. City cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.
32. **ENTIRE AND SUPERSEDING AGREEMENT:** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of City granting approvals or conditions attendant with such approval, the specific action of City shall be deemed controlling.

33. AMENDMENT: This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

34. TIME COMPUTATION. Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

35. NOTICES: Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective:

- a. when personally delivered;
- b. three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or
- c. one business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City: Attn. Airport Director
La Crosse Regional Airport
2850 Airport Road
La Crosse, WI 54601

Copy to: Attn. City Attorney
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

To Contractor: SP Plus Corporation
Attn: Legal Department
200 E. Randolph Street, Suite 7700
Chicago, IL 60601

Copy to: SP Plus Corporation
Attn: Jack Ricchiuto, Executive Vice President
1301 E. Ninth Street, Suite 1050
Cleveland, OH 44114

36. INCORPORATION OF PROCEEDINGS AND EXHIBITS: All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by City, including but not limited to adopted or approved plans or specifications on file with

City, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contractor whether or not herein enumerated. The City shall provide Contractor with written notice and copies of all such approvals, minutes, motions, approvals, plans and specifications.

37. **ACCESS TO RECORDS:** Contractor, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. City, or any of its duly authorized representatives, shall have access, at no cost to City, to such books, records, documents, papers or any records, including electronic, of Contractor which are pertinent to this Agreement and the compensation paid Contractor hereunder, for the purpose of making audits, examinations, excerpts and transcriptions.
38. **PUBLIC RECORDS LAW:** Contractor understands and acknowledges that City is subject to the Public Records Law of the State of Wisconsin. As such, Contractor agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contractor agrees to assist City in complying with any public records request that City receives pertaining to this Agreement. Additionally, Contractor agrees to indemnify and hold harmless City, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contractor's actions or omissions which contribute to City's inability to comply with the Public Records Law. In the event that Contractor decides not to retain its records for a period of seven (7) years, then it shall provide written notice to City whereupon City shall take custody of said records assuming such records are not already maintained by City. This provision shall survive the termination of this Agreement.
39. **CONSTRUCTION:** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent, if any questions of intent should arise. All terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.
40. **NO THIRD-PARTY BENEFICIARY:** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.
41. **COMPLIANCE WITH LAW:** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

42. **FORCE MAJEURE:** Neither party to this Agreement shall be responsible to the other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.
43. **GOOD STANDING:** Contractor affirms that it is a company duly formed and validly existing under the laws of the State of Delaware and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contractor is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.
44. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
45. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.
46. **SURVIVAL:** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

By: SP Plus Corporation

Jack Ricchiuto, Executive V.P.

By: City of La Crosse
La Crosse Regional Airport

Clinton Torp, Airport Director