

**PARKING MANAGEMENT CONTRACT FOR THE
PARKING FACILITIES LOCATED
AT AUGUSTA REGIONAL AIRPORT**

This Contract for Parking Management Services (hereinafter “Contract”) is made and entered into this 1st day of January, 2019, between Augusta, Georgia, a political subdivision of the State of Georgia for the Augusta Aviation Commission, an instrumentality of Augusta, Georgia located at 1501 Aviation Way, Augusta, Georgia 30906-9600, (hereinafter collectively Commission”) and Republic Parking System, LLC, dba Republic Parking, with offices at 611 Chestnut Street, Suite 150, Chattanooga, Tennessee 37456 (hereinafter "Operator").

WHEREAS, the Commission is the operator of Augusta Regional Airport located in Augusta-Richmond County, State of Georgia; and

WHEREAS, the Commission deemed it advantageous to the public to retain the services of a company specializing in the management, operation and marketing of Airport parking facilities; and

WHEREAS, the Commission solicited responses to a Request for Proposal (RFP) to manage, operate and market the Airport’s parking facilities; and

WHEREAS, the Commission has determined that the Operator's proposal in response to the RFP was most advantageous to the Airport and to the public interest; and

WHEREAS, the Commission and Operator desire to enter into a contract based upon the Commission’s rules and regulations, terms in the RFP and the Operator's response thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

ARTICLE 1
PREMISES

The Operator agrees to manage, operate, and market, in accordance with the terms of this Contract, certain parking facilities (hereinafter "Premises") located at the Augusta Regional Airport (hereinafter "Airport"). These Premises include the following:

- 1.1 three (3) long term lots consisting of 826 spaces
- 1.2 one (1) short term lot consisting of 204 spaces
- 1.3 one (1) premium lot (Elite Rewards) consisting of 39 spaces
- 1.4 one (1) employee lot consisting of 95 spaces
- 1.5 one (1) credit card lot consisting of 166 spaces; and
- 1.6 one (1) ground transportation lot.

The Airport reserves the right to modify the Premises as needed during the Term of this Contract.

ARTICLE 2 **TERM**

- 2.1 This Contract shall commence at 12:00 a.m. on January 1, 2024 and continue for a period of three (3) years terminating at midnight on December 31, 2026. The term and renewal of the Contract shall be in compliance with O.C.G.A. § 36-60-13.
- 2.2 The Commission reserves the right to renew this Contract in its sole discretion and under terms to be determined by the Commission, for two (2) additional one (1) year renewal terms. If the Commission chooses to exercise its right to renew this Contract, the Operator shall be notified of the terms under which the Commission shall exercise this right, at least one-hundred twenty (120) days before the expiration of this Contract. The Operator shall have the choice as to whether to accept the Commission's proposal, or allow the Contract to expire, and shall so notify the Commission in writing within thirty (30) days of receipt of Commission's proposal. Nothing in this paragraph shall be construed as to require the Commission to exercise such option to renew or to require the Operator to accept such proposal from the Commission.

ARTICLE 3 **GROSS RECEIPTS**

- 3.1 The Operator shall collect and hold in trust for and on behalf of the Commission all Gross Receipts due from parking customers. "Gross Receipts " as used herein shall be defined as all sums collected by the Operator, or sums which should have been collected by the Operator, from the rental of space for the parking and storage of motor vehicles whether on an hourly, daily, weekly, or monthly basis, less all refunds, credit card fee discounts, and other discounts as authorized by the Commission; sales tax, use tax, excise tax, occupancy tax, gross receipts tax, or other taxes assessed upon or

attributable to said receipts. Said taxes shall be held by the Operator and paid directly to the applicable taxing entity. All taxes, discounts and refunds shall be accounted for and included in the Operator's monthly revenue statement including fees or discounts paid to a third party derived from usage of credit cards to pay parking fees. Gross Receipts Due the Commission shall include and reflect adjustments for any and all cashier shortages, overcharges, undercharges, and uncollected parking fees. Dishonored checks, uncollectible or uncollected fees and credit card charges and other bad debts shall not be included in Gross Receipts Due provided such transactions were processed in accordance with procedures previously accepted and approved by the Commission or its designated representative.

- 3.2 The Operator shall deposit all cash receipts into an account as designated by the Commission and in the name of the Commission, prior to the end of the next banking day after collection. A penalty for failure to deposit said Cash Receipts by the end of the next banking day following collection shall be assessed daily equaling ten percent (10%) of the total amount of that day's Gross Receipts. Failure to deposit the Cash Receipts within the required time period in excess of two (2) occurrences per month shall be cause for immediate termination of this Contract.
- 3.3 The Operator shall submit to the Commission a monthly revenue statement accounting for all "Gross Receipts Due" by the fifteenth (15th) day of the month following the month of operation. The monthly revenue statement shall be in a format approved by the Commission. Failure to submit this statement on or before the indicated date may be cause for immediate cancellation of this Contract.

ARTICLE 4 **OPERATING EXPENSES**

- 4.1 The Commission shall advance to Operator one twelfth (1/12) of the first year annual budgeted expenses exclusive of the Management Fee prior to start of service. This will be considered an operating advance and used to pay costs incurred for operating expenses. Upon termination of the Contract, Operator shall return to Commission any remaining balance of the operating advance.
- 4.2 The Commission shall reimburse the Operator for all approved operating expenses incurred in the management, operation and marketing of the Premises.
- 4.3 "Operating expenses" (hereinafter Operating Expenses) shall include all expenses relating to the management, operation and marketing of the Premises, including all salaries and wages, Workmen's' Compensation insurance as provided by state law, related payroll taxes, uniforms, supplies and tools for the maintenance of the Premises, cleaning, maintenance, repair costs to revenue control/office equipment, tickets, office and marketing expenses, hospitalization insurance, and other expenses as authorized and included within an operating budget approved in advance by the Commission. All such labor expenses shall be included on the Labor Distribution Report form. Such form is attached hereto as part of the "Operational Procedures and Policy Manual".

- 4.4 Specifically, Operating Expenses shall not include the costs of business licenses, permits, headquarters' bookkeeping, administrative, or accounting fees, insurance, as described in Article 17 and Fidelity Bond which shall be paid by the Operator from the Operator's Management Fee as defined in Article 5. Operating Expenses shall also not include taxes on the Operator's personal property, debt retirement, or any other expenditure that is not included in the Operator's approved Annual Budget as included and defined herein, or not approved by the Commission in writing.
- 4.5 The Operator shall invoice the Commission, by the twentieth (20th) day of the month following the month of operation, for its Operating Expenses incurred in the single monthly period preceding. The Commission shall reimburse the Operator for all authorized and approved budgeted expenses, less any undocumented expenses, within thirty (30) days following receipt by the Commission of such invoice. The monthly Operator's Management Fee shall be included in the monthly invoice. Except for payroll and payroll related expenses, receipts for all expenditures shall be included with Operator's monthly invoice. Payroll and payroll related expenses shall be submitted in accordance with the policies agreed to between the Commission and the Operator. The Operator's monthly invoice shall be in a format approved by the Commission.
- 4.6 Any disputed invoices or charges shall be deducted by the Commission from the Operator's invoice. The Commission shall provide the Operator, in writing at the time of payment of the monthly invoice, reasons for the deduction. The Operator, within thirty (30) days, has the right to present a written explanation of the disputed invoices or charges to the Commission. The Commission shall determine the validity of the disputed invoices or charges based on additional documentation supplied by the Operator. If approved, after additional documentation is considered, the amount shall be added to the next invoice paid by the Commission. The Commission's decision in any matter pertaining to disputed invoices or charges is final.

ARTICLE 5
MONTHLY MANAGEMENT FEE

As compensation for the Operator's performance hereunder, the Commission shall pay to the Operator each month a Management Fee. Such fee shall be included in the Operator's monthly invoice as indicated in Article 4. The monthly Management Fee shall be one twelfth (1/12) of the annual Management Fee. The annual Management Fee shall be as follows:

CONTRACT YEAR	FEE

1	\$36,000
2	\$36,900
3	\$37,823
OPTIONAL YEAR	FEE
1	\$38,768
2	\$39,737

ARTICLE 6
ANNUAL BUDGET

- 6.1 The Operator shall submit to the Commission, one hundred eighty (180) days prior to each anniversary date of this Contract a proposed annual and monthly budget for all Operating Expenses to be incurred during the year. The Commission shall notify the Operator of any changes to the budget or budget approval, on or before the anniversary date of this Contract.
- 6.2 Upon approval by the Commission, all Operating Expenses included in the annual budget shall be considered authorized and reimbursable, as incurred, to the Operator. Changes to the annual budget shall be approved in writing by the Commission. Any expense incurred by the Operator above the pre-approved budget amount shall not be reimbursed by the Commission unless prior written approval is received from the Commission.
- 6.3 Following execution and return of this Contract to the Commission, the Operator shall, within thirty (30) days, of the commencement of this Contract, furnish the Commission with a monthly budget for the first year of this Contract which shall be the same budget submitted for the first year included in the Operator's proposal unless otherwise revised and approved by the Commission.

ARTICLE 7
OPERATIONAL PROCEDURES AND POLICY MANUAL

- 7.1 An Operational Procedures and Policy Manual (hereinafter "Manual"), reflecting the operation of the facility as proposed by the Operator shall be submitted to the Commission within thirty (30) days of the commencement date of this Contract. The Manual shall include, at a minimum, the following:
- a. General operating and management policies
 - b. Customer Service policies

- c. A sample of monthly invoice to Commission
- d. Cash control, audit and ticket exceptions, including validation procedures
- e. Lost ticket and missing ticket procedures
- f. Employee job descriptions
- g. Employee training guide
- h. Employee schedules
- i. Emergency procedures and phone numbers
- j. Manager's office, cellular and home phone number
- k. Company personnel policies
- 1. Check and credit card approval procedures

7.2 The Manual shall be modified as the operation of the facility or the information contained in the Manual changes. The Operator is responsible for the maintenance of the Manual to assure that all data is correct and current. The Manual shall be reviewed and revised annually within thirty (30) days following the annual commencement date of this Contract. It shall be the Operator's responsibility to submit the revised Manual for review and approval by the Commission. The provisions of the Manual, and any subsequent amendments, are incorporated herein by reference.

7.3 Operator shall be responsible for maintaining compliance of the revenue-processing parking equipment and related hosting and other systems servicing the Premises, including their deployment in their current configuration (the "Systems") with prevailing industry standards governing the storing, handling, processing and transmission of personal and financial information, including, but not limited to, Payment Card Industry standards (collectively, the "Standards"). The Commission agrees not to knowingly make any changes to the Systems which may impact their compliance with the Standards during the Term of this Contract without first apprising Operator in writing, it being the intent of the parties that Operator shall at all times have current information regarding the Systems for Standards compliance purposes and be fully accountable to the Operator with respect thereto.

7.4 Operator shall notify the Commission in writing if it becomes aware that the Systems or any portion thereof are not compliant with the Standards at any time during the Term, and shall obtain competitive quotations for requisite upgrades, the cost of which shall be paid by the Commission. All costs incurred by Operator in the performance of its obligations under this Article 7.4 shall be operating expenses, provided that Operator shall seek the prior approval of the Commission for any

proposed cost that exceeds the sum of \$10,000, such consent not to be unreasonably withheld.

- 7.5 If the Commission does not approve an upgrade or other expenditure requested by Operator to maintain compliance of the Systems with the Standards, the Commission agrees that the Operator shall not be held responsible by the Commission for such non-compliance.
- 7.6 If the services of an independent Qualified Security Assessor are obtained with respect to compliance of the Systems, the Operator shall provide the Commission with names of at least two Qualified Security Assessors and the parties shall agree upon a Qualified Security Assessor. The report of the Qualified Security Assessor and any certificates of compliance issued by the Qualified Security Assessor shall be determinative as to the compliance of the Systems.

ARTICLE 8

RECORDS AND REPORTS

- 8.1 The Operator shall keep and maintain true and accurate records of Gross Receipts Due and Operating Expenses in accordance with Generally Accepted Accounting Principles (GAAP). The Operator shall submit daily to the Commission, or its designated representative, a validated deposit slip for the previous banking day's receipts. The Operator shall submit monthly to the Commission, or his designated representative, the following:
- a) An activity report reconciling total Gross Receipts Due to the daily deposits.
 - b) Daily report of Gross Receipts Due, overnight vehicle count, ticket validations and exceptions, and ticket reconciliation in accordance with the Operations Procedures and Policy Manual.
 - c) Monthly activity and Gross Receipts Due summaries and certifications, to be reconciled to Daily Reports.
- 8.2 In addition, the Operator shall have available to the Commission, or its designated representative, for inspection, upon twenty-four (24) hours notice and within normal business hours, the following:
- a) Records of all tickets purchased, ticket dispenser number and date used.
 - b) All used parking tickets, lost ticket forms and validations for a twelve (12) month period. At the end of this period, all of these records shall be turned over to the Commission.

- c) All shift reports for a twelve (12) month period. At the end of this period, copies of all of these records shall be turned over to the Commission.
 - d) Any and all other accounting records maintained locally which pertain to the receipt of parking revenues and operating expenses.
- 8.3 The Operator shall make all records available upon twenty-four (24) hours notice, no matter where retained, during normal business hours, at the Airport's Executive offices.
- 8.4 The Operator shall not destroy any records pertaining to the operation of the Premises without the express written permission of the Commission.
- 8.5 At the expiration or termination of this Contract, the Operator shall turn over to the Commission all the books and records of Gross Receipts Due and Operating Expenses, including supporting documents, maintained throughout the term of this Contract.
- 8.6 All source records of Gross Receipts Due, which shall include, but not be limited to: Parking Tickets, Cash Register Tapes, Shift Reports, Master Reports, Daily Revenue Reports, whether computer generated or manually generated, shall be kept at all times within the City of Augusta. All records shall be maintained for a period of seven (7) years . These records shall be maintained by the Operator until the Annual Report required above is delivered to and accepted by the Commission, at which time they shall be delivered to the Commission for further disposition. The Commission shall provide and maintain such storage facilities as necessary to facilitate the storage of the above records and shall provide reasonable access to such facilities. All data bases for such purpose will be maintained by the Operator who shall, ensure that adequate hard copies and data backups are done on a routine basis. Data backups should be stored on an approved media for such storage for a period of seven (7) years.
- 8.7 Operator acknowledges that the records maintained may be subject to Georgia Open Records Act. Operator shall immediately notify the Commission of any Open Records Act requests.

ARTICLE 9
LOST TICKETS AND MISSING TICKETS

- 9.1 Lost tickets shall be accounted for by a lost ticket form, in a format approved by the Executive Director, and signed by the customer. Appropriate audit procedures shall be taken by the Operator monthly to verify by telephone or in writing a minimum of ten percent (10%) of all lost tickets confirming the customer name, address, phone number and signature included on the form. Lost tickets accounted for by the appropriate form shall not be included in the missing ticket ratio. Missing

tickets are tickets that are unaccounted for and shall be included in the missing ticket ratio.

- 9.2 If, during any single month, the missing ticket ratio exceeds one-half of one percent (0.5% or .005); the Commission shall impose a Missing Ticket penalty by decreasing the Operator's Management Fee for the following month on the basis of the following graduated scale:

<u>Percentage of Missing Tickets</u>	<u>Penalty</u>
.000-.005	\$0
.005-.01	\$5.00 per ticket
.01-.015	\$7.50 per ticket
.015 and above	\$15.00 per ticket

- 9.3 The above penalty shall be imposed at the sole discretion of the Commission. A Missing Ticket Report, in a format approved by the Commission, shall be submitted with the monthly invoice.

ARTICLE 10 **AUDIT**

- 10.1 Within ninety (90) days following the end of each fiscal year, Operator shall provide an unqualified statement certified by an Independent Certified Public Accountant in accordance with GAAP certifying that the Gross Receipts Due the Commission and Operating Expenses are true and accurately reported as defined within this Contract.
- 10.2 The Commission reserves the right to audit all books and records of the Operator at any time upon forty-eight (48) hours advance notice to the Operator. If the audit results reflect a shortage of funds over three percent (3%) per annum, the Operator shall bear the full cost of the audit and reimburse the Commission for any shortage.

ARTICLE 11 **OBLIGATIONS OF THE COMMISSION**

- 11.1 The Commission shall operate and maintain the lighting system within the Premises and pay all costs thereof.
- 11.2 The Commission shall reasonably patrol roads and land areas outside of the Premises to prevent illegal parking. The patrolling and enforcement of parking shall be in accordance with policies established by the Commission.
- 11.3 The Commission shall pay the Operator's invoiced amount, less any unauthorized or undocumented charges, including the monthly Management Fee, within thirty (30) days receipt by the Commission of the invoice.

- 11.4 The Commission shall be responsible for any major maintenance or repair of the parking surface, landscaping, entrance/exit roadways, and areas outside of the Premises.
- 11.5 The Commission shall be responsible for selection, placement, and erection of all signage.
- 11.6 The Commission reserves the right, at its sole discretion, to modify the scope of Services, to add or delete parking areas, add parking access and revenue control systems, construct additional parking facilities, and to change parking assignments.
- 11.7 The Commission shall provide the parking revenue control equipment. The Commission shall review the need for additional equipment which may be requested from time to time by the Operator in order to meet the demands of new technologies or in order to provide more effective and efficient service due to revised Operating Procedures. The approval for the purchase of such requested equipment shall be at the sole discretion of the Commission. Any such equipment approved for purchase by the Operator shall be purchased according to established Commission purchasing procedures and shall be included in the Operating Budget as approved by the Commission. The expense for the purchase of additional equipment shall be purchased at cost without mark-up to the Airport. All such purchases shall be reimbursed to the Operator during the remaining term of the fiscal year of this Contract amortized at six percent (6%) as of the date the equipment is invoiced.
- 11.8 All such equipment shall be owned by the Commission and Operator shall make no claim to the equipment upon termination of this Contract, except in the event of an early termination of this Contract, in which event the Commission shall pay Operator for any unamortized cost of the purchased equipment, less any credit due the Commission.
- 11.9 Any new parking equipment procured should be compatible with DataPark revenue control system which is currently in use in some of the Airport parking lots.

ARTICLE 12
OBLIGATIONS OF THE OPERATOR

- 12.1. The Operator shall invoice the Commission on or before the twentieth (20th) day of each month for the preceding month's operating expenses including the monthly Management Fee.
- 12.2. The Operator shall submit a Missing Ticket Report with each monthly invoice. The Operator shall also submit a Ticket Validation Report with each monthly invoice, which includes the dollar value of each validation.

- 12.3 The Operator shall submit a monthly Maintenance Log to the Commission. Such Maintenance Log shall be due on the twentieth (20th) day of the month immediately following the month for which such Maintenance Log was maintained.
- 12.4 The Operator shall store on the premises an adequate inventory of replacement parts to cover routine maintenance of equipment. It is understood that this inventory will be paid for by the Commission and shall remain the property of the Commission. A copy of the inventory shall be provided monthly to the Commission.
- 12.5 The Operator shall submit to the Commission, monthly no later than twentieth (20th) day of the month following the month of operation, a statement, witnessed and certified correct by an officer of the company, accounting for all Gross Receipts Due from the Premises during the previous month.
- 12.6 The Operator shall continuously operate the Premises, three hundred sixty five (365) days per year, twenty-four hours per day, seven (7) days per week, including holidays unless otherwise authorized by the Commission.
- 12.7 The Operator shall employ a dedicated onsite General Manager experienced in Parking Administration who will devote his/her full time to the performance of Operator's responsibilities established in this Contract. The General Manager will meet regularly with Airport staff to keep the Commission fully informed concerning operations whose responsibility include to manage, operate and market the Facilities. The General Manager shall hire, train, supervise and terminate, as necessary, personnel to operate cashier booths and perform the required duties; provide supervisory personnel necessary to ensure efficient operation of the facilities; and equip, staff, and maintain a business office. The Commission reserves the right to approve selection of the Operator's General Manager. The Operator shall additionally employ an Assistant Manager who shall be on duty when the General Manager is not on duty.
- 12.8 The Operator shall provide ten (10) days advance written notice to Commission of any change in its General Manager or Assistant Manager(s) and shall include any change of address or telephone number.
- 12.9 The Operator shall provide sufficient personnel at all times to accommodate departing cars in a timely manner. It is the goal of the Commission that no car shall wait in line over five (5) minutes before exit. The Commission reserves the right to require the Operator to provide additional staff as required.
- 12.10 Operator shall employ personnel to enter and update all computer database functions including but not limited to vehicles, inventory, ingress and egress of vehicles, toll plaza, toll plaza revenues, time functions, and ticket inventories.
- 12.11 The Operator shall anticipate peak traffic periods and staff the Premises appropriately. If staffing is anticipated that exceeds authorized budget, the Operator shall, in advance, request a budget increase from the Commission.

- 12.12 With the exception of the General Manager, the Operator shall provide new uniforms for employees as necessary to ensure that employees are dressed in neat, clean, identifiable uniforms at all times. Uniforms shall be consistent in appearance, style and color for all parking employees and subject to the approval of the Commission. Contractor shall submit a uniform proposal to the Commission within thirty (30) days of the execution of the Contract. The cost of new uniforms is a reimbursable expense that will be paid by the Operator. Operator's employees, while on duty, must wear a photo identification badge, which shall be returned to Operator when employees cease work for the Operator. The names of on-duty cashiers shall be placed on the exterior of the booths to be readily visible by drivers of exiting vehicles.
- 12.13 The Operator shall remove from service at the Airport, any employee who is discourteous to any customer or who does not present the professional image the Commission expects of its own employees. The Operator shall immediately remove, from service at the Airport, any employee the Commission requests for any reason whatsoever. No employee of the Operator shall use improper language, act in a loud, or boisterous manner, or in any manner act in an improper, inappropriate or offensive way. Employees of operator shall have the option to park their vehicles in Long Term parking area. Each parking ticket issued to Operator's employees shall be appropriately accounted for in the Validation Report in accordance with approved Manual.
- 12.14 The Operator shall employ experienced and knowledgeable personnel and provide all employees with appropriate operational and Customer Service training.
- 12.15 The Operator shall be responsible for maintenance of the interiors of the tollbooths, Revenue Control Office, and any other structures that may be provided hereafter. The Operator shall be responsible for keeping the Premises, including all parking areas, Entrance and Exit Areas, Exit Tollbooths, Revenue Control Office, rest room and landscaped areas in or immediately adjacent to the Premises in a neat and clean condition at all times. The Operator shall be responsible for operation of the Premises in accordance with the Manual. The Operator shall conduct daily inspections (daytime and nighttime) of the Premises. Written reports of inspections shall be submitted to the Commission in the format agreed upon by the parties and shall set forth the conditions of lighting, general appearance, potential safety hazards, fire equipment, graffiti, cleanliness and any other items which may be requested by Commission. The Operator shall notify the Commission of any areas requiring maintenance and/or repair upon discovery of such items. Notwithstanding anything within the Contract to the contrary, Operator is not be responsible for any maintenance or repair of the structures and/or systems of the parking structures including any design or structural defects.

- 12.16. The Operator shall keep the Premises at all times free of trash and debris. All trash shall be removed and stored by the Operator in approved receptacles provided by the Commission. The Operator shall be responsible for periodic sweeping of only the Premises, the daily removal of debris and trash from the Premises including along curbs and between parked vehicles and depositing same in a receptacle provided by Commission. Operator shall have no responsibility for the existence of Hazardous Substances in, about, or under the premises (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the premises), except where and to the extent such Hazardous Substances were brought on to the premises by the Operator.
- 12.17 The Operator shall provide ticket stock and all other supplies in order to ensure effective control and management of the Premises.
- 12.18 The Operator shall maintain all of the Parking Revenue Control equipment. Maintenance contracts for this equipment shall have the approval of the Commission prior to their execution by the Operator. Such costs shall be reimbursable under the Operator's approved annual budget.
- 12.19 The Operator shall provide all office furniture, safes, if necessary, equipment and supplies for the exit booths in a manner consistent with the intent of this Contract, such costs to be reimbursed by the Commission by inclusion in the Annual Budget. The purchase of all furniture and equipment shall be subject to the prior approval of the Commission.
- 12.20 The Operator shall have no power to do any act or make any contract which may create any lien, mortgage or other encumbrance, upon an interest of the Commission in the Premises, or the improvements located thereon.
- 12.21 Operator shall provide a cash bank sufficient to accommodate parking transactions.
- 12.22 Operator shall provide professional advice to Commission regarding appropriate parking rates, enhanced Parking Revenue Control Systems/equipment, parking facility requirements, signage, internal traffic flow, customer service enhancements, additional service amenities, holiday and peak period public information needs and operating procedures which will improve the level of service efficiency and profit of the parking Premises.
- 12.23 Operator shall coordinate with Commission for the removal of abandoned vehicles from the Facilities and relocation of vehicles that are inappropriately parked or remove/relocate vehicles for other operational needs as directed by Commission
- 12.24 The Operator shall provide Commission with copies of any and all written complaints received and the Operator's response thereto within five (5) days.

- 12.25 The Operator shall provide management and staffing for the Parking and Courtesy Shuttle Operations.
- 12.26 Operator shall be responsible for the Courtesy Shuttle Operation which transports passengers from the various parking facilities to and from the Terminal between the hours of 5 a.m. and the final airline arrival seven (7) days per week.
- 12.27 Operator shall be responsible for distributing employee permits and maintaining a database associated with the Airport's employee parking program.
- 12.28 Operator shall be responsible for nightly inventory of license plate information for all vehicles parked in the public parking facilities.
- 12.29 Operator shall be responsible for maintaining the cleanliness of all Commission-owned vehicles and equipment used in the course of operations and shall return the same at the end of the Contract, normal wear and tear excepted. Operator shall notify the Commission of any needs for repairs to such vehicles and equipment.
- 12.30 Operator shall be responsible for the provision of housekeeping cleaning services for the parking areas, including litter control.
- 12.31 Operator shall adhere to all Rules and Regulations of the Airport, particularly with regard to safety and security matters. Each of Operator's employees assigned to work in the secured areas of the Airport facilities shall undergo a Transportation Security Administration background check to receive the clearance necessary for the employee to work in "Secure Areas" without an escort. The Operator shall bear the cost for all such background checks. The Operator shall not permit any personnel not having undergone such security background check to work in secured areas of the Airport.
- 12.32 Operator shall provide additional parking related services as requested by the Commission.
- 12.33 Operator shall conduct criminal background checks and administer a drug testing program for all new employees prior to their assignment to the Airport and conduct periodic checks at least once per year of all employees working on Airport's property.
- 12.34 Operator shall secure current driving records for each of its employees with driving responsibilities bi-annually.
- 12.35 Operator shall have regular and frequent coordination meetings with Commission (including attendance at Aviation Commission meetings) to ensure the provision of the highest quality Parking services.

- 12.36 Operator’s staff shall adhere to the operating procedures and standards established by Commission.
- 12.37 Operator shall prepare financial reports, including additional reporting that may be required from time-to-time, in formats as directed by Commission. Operator will also be required to provide reports and back-up documentation on a monthly basis.
- 12.38 Operator shall take all necessary emergency actions to protect the Premises, revenue and safety of the public. Notwithstanding anything to the contrary in the Contract between the parties, Operator is not responsible for (i) providing any security services and (ii) for claims or liabilities to the extent caused by the acts or omissions of the Commission, third parties or their employees, contractors, or agents.
- 12.39 Operator shall provide a management team to ensure proper operation of the Premises. Changes to the management team shall be subject to Commission’s prior review and approval.
- 12.40 Operator shall provide additional parking related services as requested by Commission.
- 12.41 Operator shall distribute Airport employee parking permits and maintain a database associated with the Airport’s employee parking.
- 12.42 Operator shall provide adequate information technologies to accommodate telecommunications, internet and credit card processing charges.
- 12.43 Operator shall provide the Commission, upon request, facility utilization data in a format approved by Commission.

ARTICLE 13
PARKING RATES

The following Parking Rates shall be in effect upon Contract execution.

Long Term/Credit Card Lots	Short Term Lot
0 — 30 Minutes Free	0 — 30 Minutes Free
Each add ’1 Hour \$1.00	Each add ‘1 30 minutes- \$1.00
Daily Max \$10.00	Daily Max \$12.00

These Parking Rates shall remain in effect until authorized and changed only upon approval of the Commission.

ARTICLE 14
TRANSITION

The Operator shall cooperate with the Commission in achieving an effective and efficient transition of the operation of the Premises at the termination of this Contract. Failure to comply with this paragraph is considered damaging to the Commission.

ARTICLE 15
LOSS CONTROL AND SAFETY

15.1 Precaution shall be exercised at all times by the Operator for the protection of all persons, including employees, and property. The Operator shall make special effort to detect hazards and shall take prompt action where loss control/safety measures should reasonably be expected. Operator shall be responsible for ensuring that its employees, agents, servants and subcontractors comply with all safety-related ordinances, rules and procedures governing the Airport. Contract

15.2 Operator and its personnel shall adhere to all Rules and Regulations of the Airport, particularly with regard to safety and security matters. Airport Rules and Regulations may be found at <http://www.flyags.com/Resources/1316.pdf>.

ARTICLE 16
FIDELITY BOND

16.1 The Operator agrees to obtain and maintain during the term of this Contract a Fidelity Bond in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000) guaranteeing the faithful performance of the General Manager, Assistant Manager, Supervisors and employees handling or responsible for the handling of daily gross receipts. The Fidelity Bond shall be in a form and drawn on a surety acceptable to the Commission.

16.2 Operator shall report to Commission within twenty-four (24) hours after Operator becomes aware of any possible theft by employee(s) or any allegation of employee dishonesty.

ARTICLE 17
INSURANCE AND INDEMNIFICATION

17.1 Operator shall provide and maintain, at its own expense which is not reimbursable, the following types and amounts of insurance, during the term of this Contract: Comprehensive General (Public) Liability to include (but not limited to) the

following: Combined Single Limit for Bodily Injury and Property Damage:

\$3,000,000

- a) Premises/operations

- b) Independent contractor
- c) Personal injury liability
- d) Contractual liability (insuring Indemnity provision within this contract) the above \$3,000,000 public liability and property damage shall be primary coverage.

Any expense for deductible loss sustained by the Operator where such insurance policy includes a deductible limit approved by the Commission is reimbursable.

The procuring of such policies of insurance shall not be construed to be a limitation upon Operator's liability or as a full performance on its part of the indemnification provisions of the Contract. Operator's obligations to the Commission are, notwithstanding said policy of insurance, for the full and total amount of any damage, injury or loss as provided under the terms of the Contract.

- 17.2 Prior to the Contract effective date, Operator shall furnish to Commission certificates or copies of the Policies, plainly and clearly evidencing required insurance and thereafter new certificates prior to the expiration date of any prior certificate. Operator understands that it is its sole responsibility to provide this necessary information and that failure to comply timely with the requirements of this Article shall be a cause for termination of this Contract, under the provisions of the termination clause.
- 17.3 Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Georgia. All policies shall be subject to examination and approval by the Commission for their adequacy as to form, content, form of protection, and providing company.
- 17.4 Insurance required by this Contract for the Commission, as additional insured shall be primary insurance and not contributing with any other insurance available to Commission, under any third party liability policy.
- 17.5 Operator further agrees that with respect to the above-required insurance, the Commission shall:
- a. Be named as additional insured/or an insured, as its interest may appear or be provided with a waiver of subrogation.
 - b. Be provided with thirty (30) days advance notice, in writing, of or material change.
- If either requirement under subsection a. or b. requires the payment of additional premium by Operator it may present such information to the Commission for its reconsideration. Commission will not be responsible for any of Operator's insurance costs.

- 17.6 The Commission shall stand indemnified by the Operator as provided herein. It is expressly understood and agreed by and between the parties that the Operator is and shall be deemed to be an independent contractor responsible to all persons for its respective acts or omissions, and the Commission shall in no way be responsible therefor.
- 17.7 Operator shall indemnify, defend, save and hold harmless Augusta, Georgia, the Commission, their officers, directors, agents, and employees from any and all claims, liabilities, damages, losses, suits, fines, penalties, demands and expenses, including costs of suit and attorney fees, which any or all of them may hereafter incur, be responsible for, or pay out as a result of bodily injury (including death) to any person or damage to any property or person, arising out of the Premises or any acts or omissions of the Operator, its agents, guests, invitees, employees, or contractors in connection with the Operator's use of the Premises or its operations at the Airport, except to the extent caused by the sole gross negligence or willful misconduct of the Commission or its officers, directors, agents or employees. Contract
- 17.8 Upon the filing with the Commission of a claim for damages arising out of incidents for which Operator herein agrees to indemnify, defend, save and hold harmless Augusta, Georgia, the Commission shall notify the Operator of such claim. Any final judgment rendered against Augusta Georgia for any cause for which the Operator is liable hereunder shall be conclusive against the Operator as to liability and amount, provided the Commission has notified the Operator of such claim as provided above.
- 17.9 Notwithstanding anything to the contrary in this Contract, in no event will either party or any of its shareholders, members, officers, directors, employees or personnel be liable for any liability or claim for punitive, special, exemplary, liquidated, indirect, or consequential damages or for loss of profits or business.

17.10

ARTICLE 18 **INDEPENDENT CONTRACTOR**

The Operator act at all times as an Independent Contractor and shall retain control over its employees, agents, servants and subcontractors, as well as, control over its invitees, patrons and activities on and about the Premises and the manner in which such activities shall be undertaken and to that end, the Operator shall not be deemed to be an agent of the Commission.

ARTICLE 19 **TERMINATION**

- 19.1 This Contract shall expire at the end of the full term hereof, and the Operator shall have no further duties with regard to the Premises.

- 19.2 The Commission may terminate this Contract upon ninety (90) days written notice to the Operator for any reason whatsoever at the sole discretion of the Commission with the understanding that all services being performed by the Operator under this Contract shall cease upon the date such notice becomes effective. The Commission shall upon invoice, pay for all service rendered to the date of termination as provided for herein.
- 19.3 The Commission shall have the right to terminate this Contract for a violation of the terms hereof, at any time after thirty (30) days notice, or such other time period as set forth in such notice, has been given to the Operator and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
- 19.4 The Commission shall have the right to terminate this Contract immediately upon or after any of the following:
- a) Assignment for Creditors: The Operator makes a general assignment for the benefit of creditors.
 - b) Bankruptcy: The Operator files a petition for relief as a debtor under any section or chapter of the Federal Bankruptcy Code, as amended from time to time.
 - c) Receivership: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Operator in any proceeding brought by or against the Operator, or the Operator consents to or acquiesces in such appointment.
 - d) The Commission may terminate this Contract immediately if the Operator abandons and discontinues service within the Premises.
- 19.5 If this Contract is terminated, the Commission shall have the right to repossess the Premises in accordance with applicable law without prejudice to any other remedies available to the Commission for such default, absent such reentry.
- 19.6 The Operator may terminate this Contract upon thirty (30) days advance written notice, after any of the following:
- a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Operator's use of the Airport and the remaining in force of such injunction for a period of ninety (90) days or more, provided, however, that said court action is not due to any fault of Operator.
 - b) The inability of the Operator to use the Airport for a period of ninety (90) days or more because of the issuance of any order, rule or regulation by the Federal Aviation Administration, the United States Department of Transportation, or other governmental entity preventing Operator from operating into and from the Airport, provided, however, that such

inability or such order, rule or regulation is not due to any fault of Operator.

- c) The assumption by the United States Government or by any authorized agency thereof of the operation, control or use of the Airport and its facilities or of any substantial part(s) thereof, in such manner as substantially to exclude the Operator from the Airport or to prevent it from operating at the Airport, for a period of at least ninety (90) days.
- d) The substantial restriction of the Operator's ability to conduct its business at the Airport for a period of ninety (90) days or more because of the action of the Federal or State government or any agency or political subdivision thereof substantially restricting the operation of the Airport by the Commission.

19.7 Upon expiration of the term, or upon termination of this Contract, the Operator shall peacefully surrender and vacate the Premises in as good condition as when the term of this Contract commenced, excepting ordinary wear and tear. The Operator and the Commission agree that all improvements placed on the Premises shall be and remain the Commission's property upon the expiration of the term or upon the termination of this Contract. Personal property of the Operator shall be removed at the Operator's expense, within ten (10) days of the expiration, or termination of this Contract. If Operator fails to remove its personal property within said ten (10) day period, the Commission may remove the property and store it, all at the expense of the Operator.

ARTICLE 20 **SUBORDINATION**

This Contract shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the Commission acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Operator understands and agrees that this Contract shall be subordinate to the provisions of any existing or future agreement between Commission and the United States of America, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 21 **SUSPENSION OF SERVICES**

21.1 The Commission may, by written notice, direct Operator to suspend performance on all or any part of the services for such period of time as may be determined by Commission to be necessary or desirable for its convenience. If such suspension causes additional expense to Operator in performance, and is not due to fault or negligence of Operator, the Contract may be adjusted, and the adjustment must be supported by appropriate

documentation asserted promptly after Operator has been notified to suspend performance.

- 21.2 In the event that all or any part of the parking facilities shall remain closed or their use substantially restricted for a twenty-four (24) hour period because Operator, for any reason, is unable to provide the personnel necessary to maintain normal operations, Commission shall have the right to take over the duties of Operator, using its own employees or others.

ARTICLE 22
ASSIGNMENT AND SUBCONTRACTING

- 22.1 The Operator agrees that it will not sell, convey, transfer, mortgage, subcontract, sublease or assign this Contract or any part thereof, or any rights created thereby, without the prior written consent of the Commission, it being the intention of the Commission to grant this Contract individually to the Operator.
- 22.2 Any assignment or transfer of this Contract or any rights of the Operator hereunder, without the prior written consent of the Commission is invalid, and shall convey to the Commission the right to terminate this Contract at its sole discretion.

ARTICLE 23
NON-DISCRIMINATION

- 23.1 Compliance with Title VI of the Civil Rights Act of 1964, 49 CFR 21.

23.1.1 The Operator, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that if improvements are constructed, maintained, or otherwise operated on the said property described in this Contract for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR PART 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

23.1.2 The Operator does hereby covenant and agree that:

- a) No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities.
- b) In construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race,

color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the provision of such construction or services.

- c) The Operator shall operate the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation and as said Regulations may be amended.

23.1.3 The Operator shall include the provisions of paragraph B (i) - (iii) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Operator shall take such action with respect to any subcontract or procurement as the Commission or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that if the Operator becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Operator may request the Commission to enter into such litigation to protect the interests of the Commission and, in addition, the Operator may request the United States to enter into such litigation to protect the interests of the United States.

23.2 Compliance with Section 250 of the Airport and Airway Improvement Act of 1982, 14 CFR 152, Subpart E The Operator shall assure that no person is excluded from participating in, denied the benefits of, or is otherwise subjected to discrimination in the conduct of its activities, on the grounds of race, creed, color, national origin or sex, and shall comply with the requirements of 14 CFR 152 Subpart E to the extent that such requirements are applicable to the Operator's activities at the Airport.

23.3 Compliance with the Contract.

The Operator agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter related-to employment because of such employee's or applicant's race, color, religion, national origin, ancestry, age or sex, except where a requirement as to age or sex is based on a bona fide occupational qualification.

23.4 Cooperation with Enforcement Procedures.

The Operator further agrees to comply with such enforcement procedures as the United States might demand that the Commission take in order to comply with its Sponsor's Assurances to the United States.

ARTICLE 24
GENERAL PROVISIONS

- 24.1 The Commission reserves the right to further develop or improve the Airport as it sees fit.
- 24.2 The Commission reserves the right to maintain and keep in repair the landing area and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Operator in this regard.
- 24.3 During a time of war or national emergency, the Commission shall have the right to lease the landing area or any part of the Airport to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Contract, insofar as they are inconsistent with the provisions of the lease to the United States Government, shall be suspended.
- 24.4 The Commission reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with, the right to prevent the Operator from erecting, or permitting to be erected, any building or any other structure on, or adjacent to, the Airport, which, in the opinion of the Commission, would limit the usefulness of the Airport or constitute a hazard to aircraft, as determined by the appropriate state or federal law, rules and regulations including, but not limited to 14 CFR Part 77.
- 24.5 Use Nonexclusive: This Contract shall be nonexclusive and subordinate to the provisions of any existing or future agreements between the Commission and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 24.6 The Operator agrees to abide by all Federal, State and local laws, ordinances, rules and regulations which may be applicable to its operation under this Contract and to abide by the ordinances, rules and regulations of the Commission which may from time to time be formulated by the Commission in regard to the management, operation or use of the Airport.
- 24.7 Cumulative Remedies: Each of the rights and remedies provided by this Contract shall be cumulative and shall not be exclusive of any other rights or remedies provided by this Contract or allowed by law.
- 24.8 Waivers: Failure by the Commission to insist upon the strict performance by the Operator of any of the terms herein contained shall not constitute a waiver of the Commission's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Contract shall not operate to deprive the Commission of any co-existing right to seek damages or other remedies arising from the default of the Operator.

- 24.9 The acceptance of rents or fees or the continued performance by the Commission of its obligations under this Contract after a default by the Operator in its performance of any of Operator's obligations under this Contract shall not be deemed a waiver of the Commission's right to terminate this Contract for such default.
- 24.10 The Operator shall not use, or permit the use of, the Premises or any part thereof, for any purpose or uses other than those authorized by this Contract.
- 24.11 Choice of law and venue: This Contract shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Operator by execution of this Contract specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.
- 24.12 This Contract is made for the sole and exclusive benefit of the Commission and the Operator, their successors and assigns, and is not made for the benefit of any third party.
- 24.13 In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- 24.14 All covenants, stipulations and agreements in this Contract shall extend to and bind each party hereto, its legal representatives, successors and assigns.
- 24.15 The titles of the several articles of this Contract are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms hereof, or the interpretation or construction thereof.
- 24.16 Nothing herein contained shall create or be construed to create a co-partnership between the Commission and Operator or to constitute the Operator an agent of the Commission. The Commission and Operator each expressly disclaim the existence of such a relationship between them.
- 24.17 Invalid Provisions: If any covenant, condition or provision contained in this Contract is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Contract; provided, that the validity of such covenant, condition or provision does not materially prejudice either the Commission or Operator in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Contract.
- 24.18 Interpretation of Contract: Nothing in this Contract shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any right of ownership enjoyed by the Commission in the Airport property, or in any manner waiving or limiting the Commission's control over the management, operation, or maintenance of the Airport property, except as specifically provided for in this Contract, or in any manner impairing the right of the Commission.

- 24.19 Force Majeure. Neither the Commission nor Operator shall be deemed to be in violation of this Contract for reason of failure to perform any of its obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God., acts of the public enemy, flight restrictions, weather conditions, riots, rebellion, accidents, sabotage or any other events, conditions or circumstances for which it is not responsible, and/or which are not within its control.
- 24.20 Conflict of Interest: The Operator agrees that, upon signing of this Contract or within five (5) days after the acquisition of any interest herein described during the term of this Contract, the Operator shall disclose in writing to the Commission whether any Commission Member or Officer or employee of the Commission has or hereafter acquires any direct, indirect, legal or beneficial interest in the Operator or in any contract, lease or agreement between the Commission and the Operator, or in any franchise, concession, right or privilege of any nature herein or otherwise granted by the Commission to the Operator.
- 24.21 Notices: Notices to the parties shall be deemed sufficient if in writing and mailed, postage prepaid, address to:

The Commission:

Augusta Regional Airport
1501 Aviation Way
Augusta, GA 30906-
9600 ATTN:
Executive Director

With a Copy to:
General Counsel
535 Telfair St., Building 3000
Augusta, GA 30901

Operator:
Republic Parking System, LLC

ATTN: Legal Department

233 Peachtree Street NE

Haris Tower, Suite 2600

Atlanta, GA 30303

With a copy via email to:

legalnotices@reefparking.com

ARTICLE 25
ENTIRE AGREEMENT

This Contract consists of Articles 1 to 25 inclusive and all Exhibits attached hereto. This Contract represents the entire and integrated agreement between the Commission and Operator superseding all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the Commission and Operator.

AUGUSTA AVIATION COMMISSION REPUBLIC PARKING SYSTEM, INC.

Dan Troutman, Chairman

ATTEST:

ATTEST:

Dereena Harris, Clerk

Herbert Judon, Director

Approved this _____ day of _____, 2018

By: _____

AUGUSTA, GEORGIA

Garnett L. Johnson, Mayor

ATTEST:

Lena Bonner, Clerk

EXHIBIT A
ORGANIZATIONAL INFORMATION

HIBIT B

REQUIRED FORMS

**EXHIBIT D
REVENUE CONTROLS**

EXHIBIT E
CUSTOMER RELATIONS/MARKETING

**EXHIBIT F
MARKETING PLAN**

EXHIBIT G
ANNUAL BUDGET

**EXHIBIT H
COST PROPOSAL**

