

CITY OF REDMOND

REQUEST FOR PROPOSALS

For the

PAID PUBLIC PARKING MANAGEMENT AND OPERATION SERVICES

ROBERTS FIELD-REDMOND MUNICIPAL AIRPORT (RDM)

REDMOND, OREGON

MANDATORY PRE-PROPOSAL CONFERENCE:
April 10, 2017, at 2:00 p.m., at the Airport Administration Office Conference Room
2522 SE Jesse Butler Circle, #17, Redmond, Oregon.

PROPOSAL SUBMITTAL DEADLINE:
May 17, 2017, at 2:00 p.m.

RDM CONTACT INFORMATION:
All Questions must be submitted via email to:

Felila Narotski, Business Coordinator
Felila.Narotski@flyrdm.com

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CITY OF REDMOND

REQUEST FOR PROPOSALS (RFP)

For

PAID PUBLIC PARKING MANAGEMENT AND OPERATION SERVICES ROBERTS FIELD-REDMOND MUNICIPAL AIRPORT (RDM) REDMOND, OREGON

1. Purpose and Introduction.

The City of Redmond, Oregon (City) is seeking Proposals from experienced, interested, and qualified operators of paid public parking facilities (Proposer) to operate, maintain, and manage the City's Paid Public Parking facilities at RDM. The RDM paid public parking facilities to be operated, maintained, and managed by the selected Proposer include: approximately 1,071 surface paved parking spaces serving the main air carrier terminal building, parking control devices, parking lot entrances/exits, the Parking Revenue Control System serving these facilities, and toll plazas (parking facilities). No expansion of the parking facilities is planned at this time; however, the City expressly reserves the right to make improvements and/or expand the parking facilities during the life of the Agreement to be awarded as the result of this RFP.

2. Scope of Services.

The selected Proposer (Company) shall be required to operate and manage the Parking Facilities twenty-four (24) hours per day, seven (7) days a week, with sufficient and qualified personnel to ensure an effective, efficient, courteous and convenient parking operation for visitors to and users of RDM. The duties of the selected Company shall include; without limitation, the following: (1) the collection of parking fees and charges; (2) bookkeeping and accounting services with daily reports; (3) nightly license plate inventory of all vehicles parked in the Public Parking Facilities; (4) emergency public services, including, without limitation, the jump-starting of vehicles, vehicle lock-out assistance, the inflation of tires and car-search assistance; (5) the cleaning of the Parking Facilities, including the removal of rubbish, debris, trash, and waste material; (6) the receipt and processing of complaints and claims involving the Parking Facilities; (7) compliance with Applicable Laws at all times.

3. Minimum Qualifications for Proposers.

In order to be considered by the City, Proposers are required to demonstrate through their Proposal the following qualifications:

1. A minimum of five (5) years continuous experience managing and operating paid public parking facilities with at least 1,000 parking stalls each, operating 24 hours a day, 365 days a year, generating \$2.0 million or more in annual gross revenue with on-line computerized parking revenue control systems.
2. Experience managing a payroll of at least 30 employees.

3. Satisfactory financial responsibility demonstrated through the submittal of audited financial statements for the three most recent years for three different facilities as well as for the Proposer's overall organization.
4. A detailed management plan to include a detailed transition plan from the City's existing Operator without any major disruptions to passengers and/or users of RDM during the transition.
5. Experience and/or knowledge of the City's existing revenue control system or a similar system.
6. The depth of experience of the management team proposed for RDM and the organizational chart.

A potential Proposer that does not meet these minimum qualifications is encouraged to explore cooperative ventures with more established operators, to the extent permitted by the terms of this RPF.

A qualifying proposal shall be prepared and submitted in accordance with the provisions of these RFP documents. The RFP documents are defined as these instructions to Proposers and all attachments, exhibits and amendments thereto.

4. General Information on RDM and Parking Facilities Overview.

The City provides the following information to potential Proposers. The past performance of airline passenger traffic, parking transactions, and gross annual revenue is no guarantee of future results. Therefore, the City provides this information solely as a means to familiarize potential Proposers with RDM and its paid public parking facilities. Proposers are not to make any inferences or conclusions related to future operations or potential for financial returns based upon these data and information.

1. **Airport Information.** RDM is owned and operated by the City and is currently served by four air carriers; American Airlines, Alaska Air, Delta Air, United and United Express with daily non-stop flights to Denver, Los Angeles, Phoenix, Portland, San Francisco, Salt Lake City, and Seattle. A total of 315,499 enplanements were recorded for RDM in calendar year 2016. Approximately 100 percent of enplaning passengers at RDM are origin and destination passengers. Historical enplaned passenger data for RDM is presented in Exhibit A-2.
2. **Parking Facilities.** A controlled system of paid vehicle parking was instituted at RDM in 1993. Exhibit A-1 presents the current layout of the paid public parking facilities at RDM. Patrons pass thru one of three exit lanes to pay for their parking, one of which is staffed 24 hours per day, 7 days per week. Two of the three exit lanes can be staffed; while one exit lane is for credit card payment only. Both exit lanes which can be staffed can also be operated as credit card only lanes, except one of these lanes must be staffed at all times. The

City only accepts MasterCard and Visa. The parking office is located in one of the exit lane booths.

3. **Airport Parking Rates.** Each year, the City of Redmond Council adopts an Ordinance established certain rates and charges applicable for RDM. The following rate structure is currently in effect at RDM:
 - \$1.00 for the first 30 minutes
 - \$2.00 for 31 to 60 minutes
 - \$2.00 for each additional hour
 - \$10.00 maximum daily rate
 - The seventh day – no charge

The City maintains the discretion to adjust parking rates, based upon its business and operational needs. Historic gross RDM paid public parking revenue is presented in Exhibit A-3.

4. **Equipment.** The City currently uses Scheidt & Bachmann parking revenue control system (PRCS).
5. **Office Facilities, Storage, and Restroom.** The parking office is located in one of the exit lane booths. The office is equipped with a restroom, which also has a small section for storage.

5. **General Terms and Conditions of the Proposed Management Agreement.**

1. **Term of the Management Agreement (Agreement).** The term of the Agreement anticipated to be awarded as the result of this RFP shall be for up to a total period of seven (7) years, structured as a three (3) year primary term with two (2) two-year options that may be exercised at the sole discretion of the City.
2. **Management Fee and Reimbursable Expenses.** Pursuant to the terms and conditions of the executed Agreement between the City and Company, the City shall agree to pay to the Company, and the Company shall agree to accept from the City as full and complete payment for successful performance of the Company for the management, operation, and maintenance of the parking facilities an annual management fee which shall be payable by the City in equal monthly installments. Pursuant to its Proposal, a Proposer must propose a Management Fee to be paid in the event such Proposer is selected by the City. Compensation for managing, operating, and maintaining the Paid Public Parking Facility at RDM shall be paid the successful Proposer as stipulated in the RFP documents, as shown in the approved operating budget, and as in the amount(s) offered in the winning proposal and finally accepted by the City.
3. **Successful Proposer shall obtain and maintain continuously in effect at all times during the term of the Agreement at Company's sole cost and expense, the**

Commercial General Liability insurance and the Contractual Liability insurance, whose limits are determined on the Agreement.

4. The successful Proposer's entire proposal as finally accepted by the City shall be made a material part by exhibit to the final Management Agreement executed by the City and the successful Proposer. This exhibit shall be binding as stipulated in the Agreement.

6. Mandatory Pre-proposal Conference and Site Inspection.

A mandatory pre-proposal conference and site inspection will be conducted on Monday, April 10, 2017 at 2 p.m. at the Airport Administration Office conference room in the Terminal Building located at 2522 SE Jesse Butler Circle, Redmond, Oregon. *Attendance at this conference is mandatory.* The purpose will be to provide additional information, answer/clarify questions regarding the RFP or the process, and to facilitate onsite visits of the parking area.

7. Proposal Submittal Information.

Each proposal must be submitted in quintuplicate (original and four copies) besides in one digital copy. Email submission will not be accepted. The entire proposal submission shall be firmly sealed in one envelope that is clearly marked on the outside "Proposal for Paid Public Parking Management Agreement, RDM" and must be received at the office of the City Recorder, City of Redmond, 411 SW 9th Street, Redmond, OR 97756-0100, no later than 2:00 p.m. (local time) on Wednesday, May 17, 2017. Proposals and all accompanying documents shall become the property of the City and shall not be returned, except as hereinafter indicated.

Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the Proposer unopened. Thus the proposal envelope must also have a return address printed on the outside.

8. Opening of Proposals.

All proposals will be publicly opened and the names of the responding entities will be read aloud at precisely 2:00 p.m. on Wednesday, May 17, 2017 in Conference Room 134, Redmond City Hall, 411 SW 9th Street, Redmond, Oregon. Proposals, amendments to proposals, or requests for withdrawal of proposals received by the City Recorder after 2:00 p.m. on Wednesday, May 17, 2017 will not be considered for any cause whatsoever. Proposers or their authorized representatives are invited to be present at the proposal opening.

The City has established the following schedule for this RFP process:

<i>ACTIVITY</i>	<i>COMPLETION DATE</i>
RFP Advertisement	March 27, 2017
Mandatory Pre-proposal Conference & Site Inspection	April 10, 2017
Final Written Questions from Proposers Due	April 18, 2017
City Issues Responses to Proposer Questions	May 2, 2017
RFP submission due (Closing Date)	May 17, 2017
City Council Approval of Management Agreement	June 13, 2017
Contract start date	July 1, 2017

9. Proposal Security.

Each proposal shall be accompanied by *Exhibit "E", Proposal Bond*, or a certified cashier's check on a solvent United States bank, made payable to the City of Redmond in the amount of One Hundred Thousand Dollars (\$100,000.00). The security shall be forfeited and surrendered to the City as an agreed amount of liquidated damages should the Proposer be selected as the successful Proposer and fail to honor the commitment made in its proposal. This commitment includes executing the Agreement in the required time period and providing the required performance bond and insurance as required in the Proposal documents. Checks and bonds of unsuccessful Proposers will be returned by mail within ten (10) days after the successful Proposer has fully complied with the requirements for execution and delivery of the Management Agreement, performance bond, and insurance document(s). These actions are anticipated to occur no later than forty-five (45) days after the proposal opening.

10. Evidence of Ability to Offer a High Standard of Service.

Proposers must present evidence that they are fully competent, experienced, and have the necessary resources to fulfill the conditions of the Agreement. This evidence must show abilities and results (in terms of delivering high service to the parking patron), ability to meet or exceed industry standards in the management and operation, and the generation of maximum gross sales and net revenues for similar facilities.

11. City's Right to Reject Proposal.

The City reserves the right to reject any proposal, which in the City's sole opinion does not evidence adequate qualifications or is vague or ambiguous. The City may, in its sole and absolute discretion, re-advertise for Proposals using this RFP or a different request for proposals, or pursue a different approach to the operation of the parking facilities if it is determined that the proposals received are not in the best interest of the City. The City may consider any of the following circumstances, among others, as a sufficient reason for disqualification and/or rejection of a Proposal:

1. Submission of more than one (1) Proposal by an individual, firm, partnership or corporation under the same or different names.
2. City's determination that a Proposal is non-responsive to this RFP.
3. The Proposer's failure to meet the minimum qualifications described in this RFP.

4. The Proposer's failure to satisfactorily perform any present or previous obligation to the City.
 5. The City's determination that the Proposer is not responsible.
 6. The Proposer's failure to submit a complete proposal including providing all exhibits, information, and/or items in the form and order requested by the City.
 7. Evidence of any collusion among Proposers.
 8. Any attempt to improperly influence the City or any member of the Evaluation Team tasked with review and recommendation of award of contract under this RFP.
 9. Contact with any City or RDM staff or their consultants during this process other than the City contact listed on the cover page of this RFP.
 10. Existence of any unresolved litigation between the City and Proposer.
 11. Any other conduct or circumstance which by law requires or permits rejection of a Proposal.
- 12. Questions and Answers Regarding the RFP.** All requests for clarification, questions, discrepancies, or omissions regarding the content of the RFP should be submitted in writing via email to Felila Narotski, Business Coordinator at RDM, at the address provided on the cover of this RFP. The City accepts no responsibility for, and Proposers must not rely upon, any oral instructions or interpretations of this RFP. Questions received after April 18, 2017, will not be considered. Proposers are cautioned that any questions not timely received as requested shall not be considered.
- 13. RFP content.** This RFP includes the following information for Proposers:
- 1. RFP/Instructions to Proposers**
 - 2. Exhibits A1 thru A3** – Statistical and other Information on the RDM Public Paid Parking Operations and Airline Traffic Information
 - 3. Exhibit B – Affidavit** (*must be completed, signed and submitted as a part of each Proposer's submittal*)
 - 4. Exhibit C – Financial Proposal** (*must be completed, signed and submitted as a part of each Proposer's submittal*)
 - 5. Exhibit D – Qualification/Experience, Financial Capability, and Operations Proposal** (*must be completed, signed and submitted as a part of each Proposer's submittal*)
 - 6. Exhibit E – Proposal Bond** (*must be completed, signed and submitted as a part of each Proposer's submittal*)
 - 7. Exhibit F – Agreement**
- 14. Proposal Preparation.** Each Proposal should include the information in the format outlined in this RFP and is limited to no more than 60 pages. Proposals should be prepared simply and economically providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of this RFP. Double-sided copies are requested and each side counts as one page.
- 1.** The firm, partnership, limited liability company, corporate or individual name of the Proposer must be signed in ink by the Proposer in the space provided on each

of the proposal forms marked Exhibits B, C and D. In case of the corporation, the title of the officer signing must be shown, and must be duly authorized. In the case of the partnership or the limited liability company, the signature of a duly authorized partner or officer must follow the firm name, using the term “member of the firm”. In the case of an individual, the term “doing business as” must be shown.

2. Complete and sign **Exhibit B-Affidavit** identifying the individual, partnership, corporation, or limited liability company submitting the proposal, and stating that neither the Proposer or its agents, nor any other party for the Proposer or on his/her behalf, has sought by Agreement to collude with another Proposer to fix its financial proposal. This submittal also confirms that all statements made in the proposal are true and that the Proposer has not communicated its financial proposal to other Proposers.
3. Complete and sign **Exhibit C-Financial Proposal** to perform the management and operations services. Please note that Exhibit C requires that all proposals use the existing RDM parking rate structure for calculating the Financial Proposal in Exhibit C.
4. Complete and sign **Exhibit D-Qualification/Experience, Financial Capability, and Operations Proposal** to evidence your firm’s qualifications and how it proposes to manage and operate the parking facilities at RDM. Proposers are encouraged to use charts, diagrams and descriptive materials as appropriate to expand and/or clarify their responses. At a minimum, the following information shall be provided in the format and order as stipulated in Exhibit D and as set forth below:
 - A. Company Description and Contact Information
 1. Provide a description of the organizational structure of your company, i.e., corporation, partnership, sole proprietorship, limited liability Company, joint venture.
 2. Provide a description of your company's history, including the number of years in business and any changes in ownership within the past five (5) years.
 3. Provide the name, phone number, fax and email of the company's official representative for this RFP and City’s point-of-contact.
 - B. Audited Financial Statements – Provide audited financial statements of your company including income statements, balance sheets, and accompanying notes for the years 2014, 2015, and 2016. These must be audited by an independent firm and include the auditors statement of findings.
 - C. Financial References – Provide the names, address and phone numbers of three (3) references in regards to your financial ability to manage this operation.

- D. Operational References – Provide a list of three (3) current parking management contracts, ranked in order of gross revenue size. For each reference provide the following:
1. Facility name and location.
 2. Name and phone number of company's resident manager.
 3. Name and phone number of owner's official representative.
 4. Length of current contract and total years your firm has managed this operation.
 5. Current number of parking spaces.
 6. Gross revenues in 2016.
 7. Number of transactions in 2016.
 8. Hours and days of operation.
 9. Number of on-site full and part time employees at the end of 2016.
 10. An outline of the salary structure and benefits offered to full and part time employees.
 11. Number of non-operational management and support staff associated with the contract but not providing direct services in the day to day activities of the operation.
 12. Total number of employees broken down between full and part time who quit or were terminated during 2016.
- E. Documentation – For the listed references listed in 14.4.D, provide copies of the following documents currently in use at those facilities :
1. Cash control and handling procedures.
 2. Cashier's manual.
 3. Employee training plan or manual; including any customer service training materials.
 4. Employee incentive or profit sharing program.
 5. Job description for the on-site manager.
 6. Job descriptions for employees.
- F. Internal Auditing – Provide a copy of an existing document describing your company's program for internal auditing of contract operations.
- G. Finance System – Briefly describe the internal accounting system you would use to track payroll and expenses for the RDM Agreement.
- H. Reports - Provide sample copies of the monthly financial and operational reports you would submit to the City, including a revenue summary, reconciliation summary, operations summary, and expense report.
- I. Organization Chart – Provide the proposed organization chart for the RDM Agreement. Include the resume of the person that would become the Resident Manager. If one is unavailable, state the qualification and criteria that would be used to select the resident manager. Provide the names, titles, experience, and degree of involvement of those in your organization who would supervise and/or advise the on-site Resident Manager.

- J. Employee recruitment and retention plan - Describe your company's incentive plan for retaining employees and provide retention rates at those facilities that meet or exceed the minimum requirements of 1,000 spaces.
- K. Training – Describe your training and support programs for on-site managers and other employees including initial and reoccurring customer service training and support.
- L. Customer Policy – Provide a brief description of your customer (public) relations policy and give an example how it is being implemented at one of your operations meeting the minimum requirements of 1,000 parking spaces and \$2,000,000.00 in revenue. Provide a brief description of the customer and public relations program to be used at RDM, how quality customer service is to be measured.
- M. Transition Plan - Provide a comprehensive Transition Plan detailing the process for assuming the management and operational control the RDM parking facilities. The Transition Plan will include, but will not be limited to, the following:
 - 1. Specific steps to be taken by the Proposer prior to, the day of, and the period following the date that the Proposer assumes management and operational control of the parking facilities;
 - 2. Required actions on the part of the City;
 - 3. Identification of all legal requirements including business licenses and incorporation requirements (if necessary), business permits, etc.;
 - 4. Hiring and staffing plan (including organization structure of on-site personnel);
 - 5. Timeline for implementing all steps included in the Transition Plan including requirements on the part of the City; and
 - 6. Other elements of a successful Transition Plan that the Operator fees are required and are not listed above.
- N. Contract Termination - Indicate whether any of your management contracts been terminated before their original expiration date within the past five years. If so, please identify where and explain the reason.
- O. Describe your proposed methodology for allocating insurance costs including workers' compensation and self-insurance.

5. Complete and sign Exhibit E – Proposal Security.

6. Deviations from General Requirements.

- A. State when and where your proposal deviates from the requirements of the RFP.
- B. Unacceptable Parking Management Provisions. After careful examination of the Parking Management Agreement, list any objections to the terms and provisions of the Parking Management Agreement on a separate sheet of paper and attach to Proposal. For

each objection explain the basis of the objection and offer an alternative for consideration by the City.

15. Withdrawal of Proposal. No proposal may be withdrawn for a period of one hundred and twenty (120) days after the date of submittal and opening of proposals, or until a successful Proposer has been selected, an Agreement has been executed, and all insurances/bonds due the City as required by the RFP have been provided, whichever occurs first.

16. Evaluation of Proposals and Final Selection. The City reserves the right, in its sole judgment, to select the Proposer who has submitted the proposal it deems to be the most advantageous and beneficial to the City for the full term of the Agreement, from the standpoint of overall value to the City and the public, even though the proposal may or may not offer the highest financial return to the City in the first year of the Agreement.

Prior to the rejection or acceptance of any proposal, the City reserves the right to require submission of additional evidence of qualifications, experience, financial ability, and performance capabilities, consistent with the highest standards of similar operations adjacent to modern terminal facilities. By submitting a proposal, each Proposer agrees to provide such additional information upon request and within the time period stipulated in such request.

1. Evaluation Process – An Evaluation Team comprised of those selected by the City, will screen all submissions. Proposals will be ranked according to the evaluation criteria set out below and considering each Proposer’s responsiveness to this RFP. Through this process the City will determine which proposals are acceptable or unacceptable.
2. Proposals deemed acceptable by City will be evaluated by Evaluation Team.
3. Evaluation Criteria – The Evaluation Team will use a point formula assigned to each criterion to determine the highest ranked proposal during the evaluation process. The following criteria will be used in the evaluation of proposals.
4. The Evaluation Criteria are listed in the order of importance.
 - i. Management and Personnel Structure 20 points
 - ii. Experience 20 points
 - iii. Proposed Management Fee and Annual Operating Budget 20 points
 - iv. References 20 points
 - v. Financial Capability and Strength of Proposer 20 points
5. Award of Agreement - The City reserves the right to reject any and all proposals and the right to waive minor informalities or irregularities in any proposal received. These rights shall be exercised at the City’s sole discretion. City staff shall bring a final recommendation to the City Council for its approval. In the event an Agreement cannot be successfully consummated within forty-five (45)

days after the proposals are received and opened, the City may then go to the next highest ranked Proposer and begin negotiations, and so on until a suitable Agreement has been negotiated and executed, or the City decides to reject all proposals and either solicit new proposals or take other actions.

17. **Disadvantaged Business Enterprises.** The City encourages Disadvantage Business Enterprises (DBE/WBE) participation in its management and concession contracts.

EXHIBIT "A-1"

ROBERTS FIELD, REDMOND MUNICIPAL AIRPORT EXISTING PARKING FACILITIES

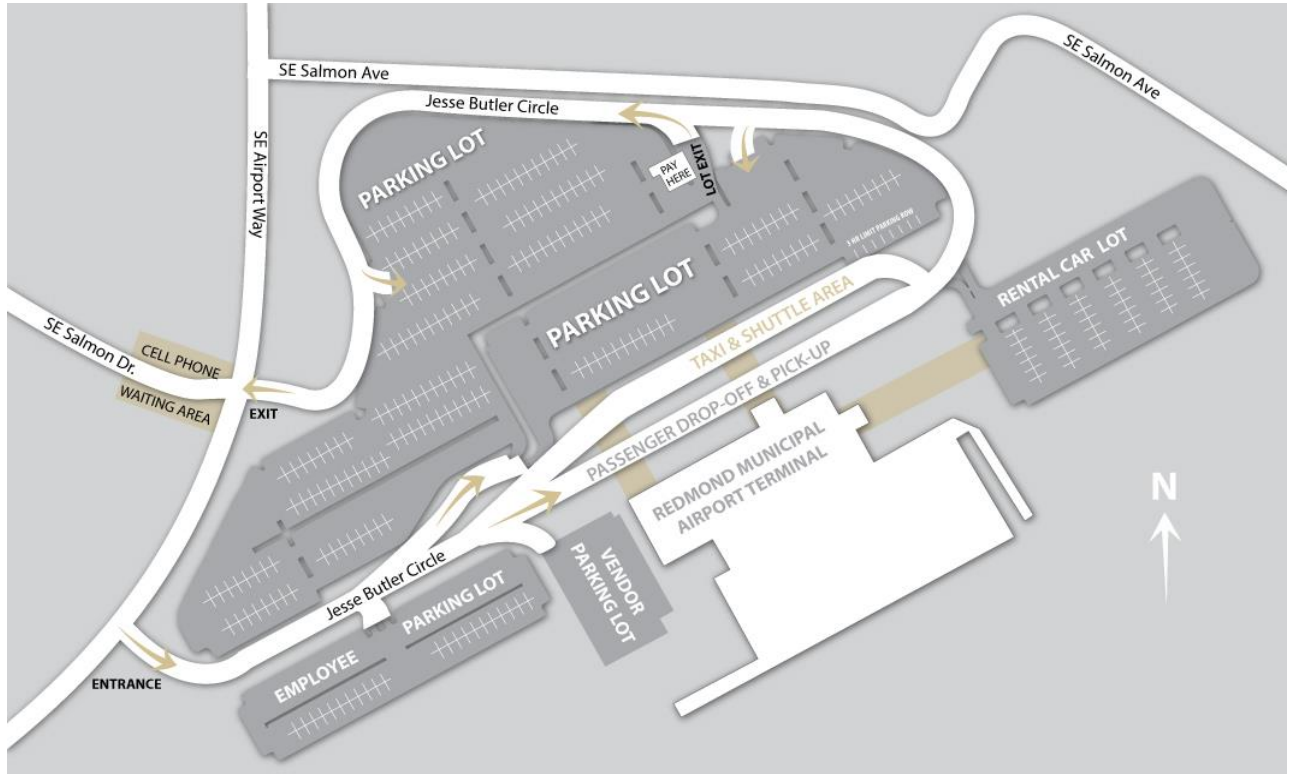


EXHIBIT “A-2”
Historic Enplanements for RDM

MONTH	2009	2010	2011	2012	2013	2014	2015	2016
January	17,633	18,621	19,826	18,578	18,194	20,550	21,225	24,863
February	16,620	16,427	17,158	17,039	16,469	17,502	19,357	22,912
March	19,179	18,887	20,231	19,860	18,926	21,067	22,469	25,313
April	16,970	17,870	17,570	17,533	17,561	19,479	20,986	23,656
May	17,578	18,451	18,916	18,944	18,398	21,165	21,901	7,379
June	20,633	20,950	21,297	22,374	21,024	24,074	26,148	30,397
July	22,583	22,879	23,819	24,812	24,320	26,448	28,710	33,032
August	23,205	23,728	23,986	24,210	23,877	27,374	29,276	33,993
September	19,374	19,475	20,702	19,686	21,797	23,466	24,896	29,287
October	18,785	19,310	19,456	18,943	21,207	21,796	24,496	29,400
November	18,790	19,016	18,945	18,192	20,075	20,405	23,974	27,637
December	21,159	21,057	20,051	18,885	22,806	19,988	25,286	27,630
TOTALS	232,509	236,671	241,957	239,056	244,654	263,314	288,724	315,499

Note: The low enplanement number in May 2016 was due to the 3-week closure during the Runway 5-23 Rehabilitation Project.

**EXHIBIT “A-3”
Historic Parking Revenue**

MONTH	2012	2013	2014	2015	2016
January	\$130,264.00	\$133,404.25	\$162,936.00	\$164,757.00	\$197,465.00
February	\$131,749.00	\$131,382.00	\$162,445.00	\$170,650.00	\$203,721.00
March	\$150,401.00	\$157,376.00	\$192,652.00	\$203,977.00	\$227,195.00
April	\$146,088.00	\$146,657.00	\$171,022.00	\$175,389.00	\$221,050.00
May	\$144,637.00	\$149,203.00	\$189,196.00	\$199,078.00	\$51,516.00
June	\$142,323.10	\$137,285.00	\$168,041.00	\$177,450.00	\$209,207.00
July	\$123,472.00	\$132,827.00	\$154,727.50	\$167,861.00	\$196,955.00
August	\$132,532.00	\$136,602.00	\$165,060.00	\$179,983.00	\$218,675.00
September	\$130,460.00	\$154,891.00	\$167,412.00	\$186,130.00	\$221,588.00
October	\$159,957.10	\$190,933.00	\$198,589.00	\$216,990.00	\$265,178.00
November	\$151,071.00	\$171,961.00	\$178,924.00	\$211,313.00	\$255,754.00
December	\$130,890.00	\$174,801.00	\$161,593.00	\$199,749.00	\$221,403.00
TOTALS	\$1,673,844.20	\$1,817,322.25	\$2,072,597.50	\$2,253,327.00	\$2,489,707.00

Note: The revenue decreased in May 2016 due to the 3-week closure during the Runway 5-23 Rehabilitation Project.

EXHIBIT "B"

AFFIDAVIT

STATE OF _____)
): SS.
COUNTY OF _____)

_____, being first duly sworn upon oath, deposes and says:

Individual Only: That he/she is an individual doing business under the name of _____, at _____, in the City of _____, State of _____,

Partnership only: that he/she is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____,

Corporation Only: That he/she is the duly authorized, qualified, and acting _____ of _____, a corporation, organized and existing under the laws of the State of _____.

Limited Liability Company: That he/she is the duly authorized, qualified, and acting member of _____, a limited liability company, organized and existing under the laws of the State of _____.

and that he/she, said partnership, said corporation, or said limited liability company is filing herewith a proposal to the City of Redmond in conformity with the attached *Exhibit "C", Proposal:*

Individual Only: Affiant further states that the following is a complete and accurate list of names and addresses of all persons interested in said proposed contract.
Name Address

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses for the members of said partnership:
Name Address

Corporation Only: Affiant further states that the following is a complete and accurate list of the names and address of the officers and directors of said corporation:

Name

Address

President

Vice President

Secretary

Directors

And, that the following officers are dully authorized to execute contracts on behalf of said corporation:

Limited Liability Company

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said limited liability company:

Name

Address

Affiant further states that the proposal approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that said Proposer has not in any manner, directly or indirectly, sought by Agreement, communication or conference with anyone other than representatives of its Licensor to fix the proposal of said Proposer or of any other Proposer; that all statements contained in such proposal are true; that said Proposer has not, directly or indirectly, submitted his proposal or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except representatives of its Licensor.

Affiant further herewith submits the following as part of its Proposal:

1. Completed Exhibit "C", Financial Proposal.
2. Completed Exhibit "D", Qualification/Experience, Financial Capability, and Operations Form.
3. Completed Exhibit "E", Proposal Bond, the form and amount required.

Affiant hereby certifies that all of the information contained herein, and that any and all attachments hereto, are true and accurate. The undersigned hereby certifies that he/she is authorized to bind Proposer for all certifications and proposals made.

Further, Affiant saith not:

Signature _____

Title _____

SUBSCRIBED AND SWORN to me this _____ day of _____ 2017.

Notary Public for the State of Oregon

Title _____

_____ My commission expires _____

EXHIBIT “C”

**FINANCIAL PROPOSAL
FOR
PAID PUBLIC PARKING MANAGEMENT
AT ROBERTS FIELD, REDMOND, OREGON**

The undersigned hereby offers to enter into a Parking Management Agreement in accordance with the Request for Proposal, dated March 27, 2017, for the Paid Public Parking Management Agreement document and all attached exhibits, and the sample Agreement attached hereto as *Exhibit “F” - Paid Public Parking Management Agreement*, for the management and operation of the paid public parking facility at Roberts Field, Redmond, Oregon.

Annual Management Fee. The undersigned Proposer submits the following schedule of Annual Management Fees, which it would accept if it were the successful Proposer.

Written or Typed in words, the Amount	Figures
1 st year _____	Dollars (\$ _____)
2 nd year _____	Dollars (\$ _____)
3 rd year _____	Dollars (\$ _____)
Option year 1 _____	Dollars (\$ _____)
Option year 2 _____	Dollars (\$ _____)
Option year 3 _____	Dollars (\$ _____)
Option year 4 _____	Dollars (\$ _____)

“Please note that the Annual Management Fee should be proposed on the basis of one full twelve (12) month period.

Agreement Year 1 Operating Budget. The undersigned also submits as a part of its financial proposal the following PROPOSED Annual Operating Budget for Year One (1) of the Proposed Management Agreement, which is in accordance with the conditions and form outlined in *Exhibit "F" - Paid Public Parking Management Agreement*. All employees of Proposer must meet the following minimum criteria: have cash handling experience, and be courteous, helpful, and able to resolve disputes in a quick, pleasant manner. In addition, the Manager and Assistant Manager must meet the following minimum criteria: have the ability to manage staff, arrange scheduling, able to hire, terminate and train employees, ability to timely and accurately conduct banking and reporting to upper management and the City pertaining to the daily functions of the parking revenue system. The wage for these positions must be no less than: Manager-\$16.00 per hour, Assistant Manager-\$14.00 per hour, and Operator-\$9.25 per hour and shall be used in all proposals for item "a" below.

PROPOSED ANNUAL OPERATING BUDGET FOR YEAR ONE

- a. Payroll of on-site employees only _____
 - b. Payroll taxes and benefit of onsite employees only _____
 - c. Life/Hospital/Health insurance of onsite employees _____
 - d. Workers Compensations _____
 - e. Uniforms and name badges for onsite employees only _____
 - f. Cleaning and janitorial supplies _____
 - g. Supplies and small tools _____
 - h. Ticket expense _____
 - i. Stationery and office supplies _____
 - j. Licenses and fees _____
 - k. Postage & freight _____
 - l. Telephone _____
 - m. Employee Recruiting expenses _____
 - n. Miscellaneous expenses* _____
- TOTAL _____

(*Must be submitted to and approved by in advance of incurring expenses).

Proposal Bond. Accompanying this proposal is a proposal bond or cashier's check or certified check (Exhibit E) in the amount of one hundred thousand dollars (\$100,000.00) payable to the City of Redmond, Oregon. This bond or check may be retained by the City of Redmond as liquidated damages in the event the undersigned is selected as the successful Proposer and fails to execute the management Agreement or otherwise not comply with specifications of the RFP or the proposal herein submitted.

Name of Proposer

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Printed name: _____

CONFIDENTIAL
Qualification/Experience, Financial Capability, and Operations Form
For Paid Public Parking Management
Roberts Field, Redmond, Oregon

Proposers must present evidence that they are fully competent and have the necessary facilities, experience, and pecuniary resources to fulfill the conditions of the Agreement. To provide the City of Redmond with information on this point, Proposers must submit, as a part of this proposal, information stipulated below.

Failure to submit this information will be grounds for disqualification of the Proposer. The information in this Exhibit “D” will be regarded to the extent allowed by law, as confidential by the City of Redmond.

1. Company Description and Contact Information
 - a. Provide a description of the organizational structure of your company, i.e., corporation, partnership, sole proprietorship, limited liability Company, joint venture.
 - b. Provide a description of your company's history, including the number of years in business and any changes in ownership within the past five (5) years.
 - c. Provide the name, phone number, fax and email of the company's official representative for this RFP and City’s point-of-contact.
2. Audited Financial Statements – Provide audited financial statements of your company including income statements, balance sheets, and accompanying notes for the years 2014, 2015, and 2016. These must be audited by an independent firm and include the auditors statement of findings.
3. Financial References – Provide the names, address and phone numbers of three (3) references in regards to your financial ability to manage this operation.
4. Operational References – Provide a list of three (3) current parking management contracts, ranked in order of gross revenue size. For each reference provide the following:
 1. Facility name and location.
 2. Name and phone number of company’s resident manager.
 3. Name and phone number of owner’s official representative.
 4. Length of current contract and total years your firm has managed this operation.
 5. Current number of parking spaces.
 6. Gross revenues in 2016.
 7. Number of transactions in 2016.
 8. Hours and days of operation.
 9. Number of on-site full and part time employees at the end of 2016.

10. An outline of the salary structure and benefits offered to full and part time employees.
 11. Number of non-operational management and support staff associated with the contract but not providing direct services in the day to day activities of the operation.
 12. Total number of employees broken down between full and part time who quit or were terminated during 2016.
5. Documentation – For the listed references listed in point 4, provide copies of the following documents currently in use at those facilities :
 - a. Cash control and handling procedures.
 - b. Cashier’s manual.
 - c. Employee training plan or manual; including any customer service training materials.
 - d. Employee incentive or profit sharing program.
 - e. Job description for the on-site manager.
 - f. Job descriptions for employees.
 6. Internal Auditing – Provide a copy of an existing document describing your company’s program for internal auditing of contract operations.
 7. Finance System – Briefly describe the internal accounting system you would use to track payroll and expenses for the RDM Agreement.
 8. Reports - Provide sample copies of the monthly financial and operational reports you would submit to the City, including a revenue summary, reconciliation summary, operations summary, and expense report.
 9. Organization Chart – Provide the proposed organization chart for the RDM Agreement. Include the resume of the person that would become the Resident Manager. If one is unavailable, state the qualification and criteria that would be used to select the resident manager. Provide the names, titles, experience, and degree of involvement of those in your organization who would supervise and/or advise the on-site Resident Manager.
 10. Employee recruitment and retention plan - Describe your company's incentive plan for retaining employees and provide retention rates at those facilities that meet or exceed the minimum requirements of 1,000 spaces.
 11. Training – Describe your training and support programs for on-site managers and other employees including initial and reoccurring customer service training and support.
 12. Customer Policy – Provide a brief description of your customer (public) relations policy and give an example how it is being implemented at one of your operations meeting the minimum requirements of 1,000 parking spaces and \$2,000,000.00 in revenue. Provide a brief description of the customer and public relations program to be used at RDM, how quality customer service is to be measured.
 13. Transition Plan - Provide a comprehensive Transition Plan detailing the process for assuming the management and operational control the

RDM parking facilities. The Transition Plan will include, but will not be limited to, the following:

- a. Specific steps to be taken by the Proposer prior to, the day of, and the period following the date that the Proposer assumes management and operational control of the parking facilities;
 - b. Required actions on the part of the City;
 - c. Identification of all legal requirements including business licenses and incorporation requirements (if necessary), business permits, etc.;
 - d. Hiring and staffing plan (including organization structure of on-site personnel);
 - e. Timeline for implementing all steps included in the Transition Plan including requirements on the part of the City; and
 - f. Other elements of a successful Transition Plan that the Operator fees are required and are not listed above.
14. Contract Termination - Indicate whether any of your management contracts been terminated before their original expiration date within the past five years. If so, please identify where and explain the reason.
15. Describe your proposed methodology for allocating insurance costs including workers' compensation and self-insurance.

All of the information contained in and attached to this Qualification Form – Exhibit D is to be relied upon by the City of Redmond in awarding the contracts for the Roberts Field Paid Public Parking Management and is warranted by the Proposer as true.

Date

Proposer

By _____

Title _____

EXHIBIT “E”

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENT, that _____,
hereinafter called the PRINCIPAL, and _____,
a corporation duly organized under the laws of the State of _____, having its
principal place of business at _____, in the State
of _____ and authorized to do business in the State of Oregon, as SURETY, are
held and firmly bound unto the City of Redmond, Oregon, as obligee, hereinafter called the
CITY, in the penal sum *one hundred thousand dollars* (\$100,000.00), for the payment of which,
well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS BOND ARE SUCH that, whereas the Principal herein is
herewith submitting his or its proposal for the PAID PUBLIC AUTO PARKING
MANAGEMENT AGREEMENT FOR OPERATION AT ROBERTS FIELD – REDMOND
MUNICIPAL AIRPORT, REDMOND, OREGON.

Said proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said proposal submitted by the said PRINCIPAL be
accepted, and the contract be awarded to said PRINCIPAL, and if the said PRINCIPAL shall
execute the proposed Agreement and shall furnish such performance and payment bonds and
insurance coverage as required by the Request for Proposal within the time fixed by said
documents, then this obligation shall be void; if the PRINCIPAL shall fail to execute the
proposed Agreement and furnish said bond, the SURETY hereby agrees to pay to City the penal
sum as liquidated damages.

SIGNED AND SEALED this _____ day of _____, 2017.

Principal

By

Surety

By Attorney-in-fact

(A certified copy of the agent’s owner-of-attorney must be attached hereto.)

CITY OF REDMOND

PAID PUBLIC PARKING MANAGEMENT AGREEMENT
FOR OPERATION AT
ROBERTS FIELD – REDMOND MUNICIPAL AIRPORT

This Concession Agreement (“Agreement”), is made and entered into the _____ day of _____, 2017, by and between the CITY OF REDMOND (“City”), a public body corporate and politic of the State of Oregon, and _____, (“Company”), a corporation authorized to do and doing business in the State of Oregon.

WITNESSETH:

WHEREAS, City is the owner and operator of facilities for paid public parking at or in the vicinity of Roberts Field; and

WHEREAS, City has established fees for parking in and about Roberts Field; and

WHEREAS, Company represents that it is experienced in the business of operating paid public parking facilities for cars, trucks, and other motor vehicles, and possesses the necessary expertise to operate airport paid public parking facilities; and

WHEREAS, in response to the March 27, 2017 Request for Proposal, the Company submitted a proposal for the Paid Public Parking Management Agreement (hereinafter called “Proposal”), a copy of the finally accepted proposal by the City is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, Company agrees to provide the features stated in said Proposal;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, City does hereby grant to Company the exclusive right to operate the paid public parking facilities located in and about the terminal area at Roberts Field or in and about any new terminal area to which commercial scheduled airline operations may be changed during the term of this Agreement or any extension or renewal thereof. Accordingly, the parties mutually agree as follows:

ARTICLE I
DEFINITIONS

For the purposes of the Agreement, the terms listed below shall have the following definitions:

Section 1.1 Agreement shall mean this “City of Redmond Paid Public Parking Management Agreement for Operation at Roberts Field – Redmond Municipal Airport”, together with Exhibit

“A” which is comprised of Company’s proposal as finally accepted by the City, and all future amendments or supplements thereto executed by the parties hereto.

Section 1.2 Airport and Roberts Field shall mean the real property and facilities of Redmond Municipal Airport, Redmond, Oregon, as they exist on the date of the execution of this Agreement.

Section 1.3 Airport Director shall mean City’s designated Director at Roberts Field, acting directly as their duly authorized representative.

Section 1.4 Facilities shall mean all Airport paid public parking facilities in and about the terminal area at Roberts Field for use in connection with all commercial airline passenger traffic. Facilities shall include all areas available to members of the general public for the paid parking of vehicles, whether improved or unimproved, and shall specifically exclude parking for the employees of City; taxis; limousines; the police; persons maintaining, supplying, or servicing the Airport terminal or the equipment of City or its tenants; airlines and their terminal employees; and contractors of City and its tenants, and shall further exclude rental vehicles of on-Airport car rental operators when not in rental use.

Section 1.5 Fiscal Year shall mean any fiscal year adopted by City. City’s current fiscal year begins on July 1st and ends on June 30th.

Section 1.6 Gross Receipts. As used in this Agreement, the term “gross receipts” shall mean the total sum of money paid or payable (after any discounts and excluding Federal, State, and local taxes) by any customer to the company for or in connection with using the paid public parking facility, regardless of how or when payment is made.

Section 1.7 Annual Management Fee shall mean fee described in Section 4.1 Annual Management Fee.

Section 1.8 Annual Operating Budget shall mean fee described in Section 4.2 Annual Operating Budget and Reimbursement of Expenses.

ARTICLE II TERM OF AGREEMENT

The term of this Agreement shall be for seven (7) years structured with a primary term that commences July 1, 2017, and expires June 30, 2020, plus two 2-year options that shall be exercised at the sole discretion of the City. The Company shall notify City of its intent to exercise option years within six (6) months of the expiration date of the primary term, and within six (6) months of the expiration of each option year thereafter. Either party may terminate this Agreement by giving the other party written notification of its intent to terminate within six (6) months of the expiration date of the then current term.

**ARTICLE III
USE AND OPERATION**

Section 3.1 City grants to Company and Company accepts the obligation to manage, operate and maintain the Paid Public Parking Facilities (hereafter “Facilities”) included under this Agreement, through the term hereof. Company shall use the Facility as a paid public parking facility and use City’s Revenue Control System Equipment.

Section 3.2 Any new equipment needed for the efficient operation of the parking facilities must be pre-approved and shown in the applicable year’s Annual Operating Budget, and its order and purchase pre-approved in writing by the Airport Director.

Section 3.3 All new Revenue Control System Equipment and all other equipment purchased during the term of Agreement shall immediately upon purchase, become the property of City.

Section 3.4 Company shall institute revenue control procedures for the paid public parking facilities, procedures to control ingress and egress, and procedures for the collection of proper fees in accordance with the approved rate schedule in effect and in accordance with its proposal as submitted and finally accepted by the City and now attached to and made a material part of this Agreement. The initial set of procedures must be submitted to the Airport Director, not later than 30 days prior to the start of the parking operations under this Agreement.

**ARTICLE IV
ANNUAL MANAGEMENT FEE, ANNUAL OPERATING BUDGET AND
ACCOUNTING RECORDS**

Section 4.1 Annual Management Fee. City shall pay to Company during each year of this Agreement an Annual Management Fee, in the amount set forth below:

Year 1:	July 1, 2017 – June 30, 2018	In the amount of _____ (\$ _____).
Year 2:	July 1, 2018 – June 30, 2019	In the amount of _____ (\$ _____).
Year 3:	July 1, 2019 – June 30, 2020	In the amount of _____ (\$ _____).
Option Yr. 1	July 1, 2020 – June 30, 2021	In the amount of _____ (\$ _____).
Option Yr 2:	July 1, 2021 – June 30, 2022	In the amount of _____ (\$ _____).

Option Yr 3: July 1, 2022 – June 30, 2023 In the amount of
_____ (\$ _____).

Option Yr 4: July 1, 2023 – June 30, 2024 In the amount of
_____ (\$ _____).

- 4.1.1 Payment by City of Annual Management Fee shall be paid to Company in equal monthly installments, in arrears along with its payments of reimbursable expenses as provided in this Section 4, but in no event shall the installment of the Annual Management Fee for a month, be paid later than the 25th day of such month. The Annual Management Fee shall be prorated for any Agreement period that is less than twelve (12) months.
- 4.1.2 If the term of this Agreement shall end on a day other than the last day of a calendar month, the installment due for such month (and to the extent appropriate, the reimbursable expenses described below for such month) shall be prorated based upon the actual number of days in the month.
- 4.1.3 Notwithstanding any other provision hereof, City shall have the right to deduct from the Annual Management Fee or reimbursable expenses payable by City to Company, any amounts due to City from the Company.
- 4.1.4 The Annual Management Fee shall not be reduced as a result of the reduction in the size of the parking facilities, nor shall the Annual Management Fee be increased if City increases the size of the parking facilities during the term of this Agreement. The Annual Management Fee shall be in the form and amount as finally agreed and accepted by the City, set out in the Company’s proposal now attached and made a part of this Agreement.

Section 4.2 Annual Operating Budget and Reimbursement of Expenses. Except as otherwise provided in Section 4.2 below, the allowable expenses include, and are governed by the following:

- 4.2.1 Company’s reimbursable expenses for the first year of the Annual Operating Budget attached hereto and by reference made a part hereby in *Exhibit “A”*.
- 4.2.2 Company’s reimbursable expenses for the second year and every succeeding year shall not exceed the Annual Operating Budget and particular amounts cited in such budget, all of which have been approved in advance by City. Company shall submit the next year’s Annual Operating Budget to City five months prior to the end of the current Agreement year. City shall approve or request adjustments/clarification of each year’s Annual Operating Budget within thirty to forty-five days of receipt of the budget document. Until City’s approval of the next contract year’s Annual Operating Budget, the existing and approved Operating Budget and its authorization shall govern. City shall not unreasonably withhold its approval on Operating Budgets.

- 4.2.3 Subject to all of the terms and conditions of this Agreement, City shall reimburse Company for all ordinary and necessary costs and expenses actually incurred by Company in the management of City's parking facilities, including, but not limited to the following, to the extent that the reimbursement does not exceed the amounts described in the annual Operating Budget as described below:
- a) Payroll of on-site employees only. The pay of existing employees shall not be reduced as a result of this Agreement. The pay of any new employees shall be submitted to the City for approval and they must be consistent with existing pay ranges for similar work.
 - b) Payroll taxes and benefit of onsite employees only
 - c) Life/Hospital/Health insurance-onsite employees
 - d) Workers Compensations
 - e) Uniforms and badges for onsite employees only
 - f) Cleaning and janitorial supplies
 - g) Supplies and small tools
 - h) Ticket expense
 - i) Stationery and office supplies
 - j) Licenses and fees
 - k) Postage & freight
 - l) Telephone
 - m) Employee Recruiting Expenses
 - n) Miscellaneous expenses (must be submitted to and approved by in advance of incurring expense)
- 4.2.4 Notwithstanding the foregoing, the approved Annual Operating Budget shall not include the following (all of which shall be paid for by the company):
- a) Wages and benefits of off-site personnel and all other expenses in connection with the management of the parking operation at the Airport;
 - b) Cost of corporate staff/administrative support, including, without limitation;
 - c) Cost of any office used by company in connection with its performance of the Agreement; including rental payments, office equipment, office supplies, local telephone service, office maintenance and repair;
 - d) Home office travel, home office entertainment, accommodations and off-site general office expense;
 - e) Cost or expense of legal representation or of union negotiations and administration;
 - f) Cost of any penalties and fines paid by or on behalf of Company or its employees; and
 - g) Cost of the insurance and performance security/bond or letter of credit (as applicable) required under this Agreement.
- 4.2.5 Company shall pay all costs and expenses connected with the management and operation of City's Paid Public Parking facilities when due and submit to City, on or before the tenth (10) day of each month, itemized statements of all approved reimbursable expenses incurred and paid for during the previous calendar month.

Each such statement shall be accompanied by such proof of charges and disbursements and other supporting documents as City may from time to time request.

- 4.2.6 Reimbursement shall be made by City to Company within approximately 20 days of City's receipt from the Company of monthly itemized statements provided that:
- a) Statements are in the format required by City; and
 - b) All appropriate supporting documentations are included with each statement.

Within said 20-day period, City shall notify Company in writing of its objection to any item or items of expense that it deems to be non-reimbursable. Any such notice shall set forth the nature of City's objection and shall be accompanied by City's payment of the undisputed portion of such statement.

The approved Annual Operating Budget may be revised from time to time to permit the inclusion of unforeseen expenses as approved reimbursable expenses, but only if and to the extent that the Airport Director, in his /her sole discretion, deems such revisions necessary and appropriate.

Section 4.3 Collection of parking fees:

- 4.3.1 Company shall accept only Master Card and Visa and only for the amount that is due from the customer for payment of the parking fees at the Airport. Company shall accept credit card transactions only in full compliance with all recommended procedures published by the bank lender issuing the particular credit card involved. Under no circumstances is Company permitted to return cash from Airport monies to any person in any transaction involving the tendering of a credit card.
- 4.3.2 Collection of payment by check is strongly discouraged except when no other means of payment is possible. If necessary, company shall accept personal checks in accordance with the provisions of the Oregon Law (ORS 73), so that the maker shall provide satisfactory proof of Oregon residence and the drawer bank shall be located in Oregon. No personal check issued by an out of state resident, or drawn on an out of state bank shall be accepted. A personal check shall be accepted only if the name and street address of the maker is imprinted on the personal check. The maker's telephone number must be written on the check if it is not imprinted thereon. A Valid Oregon driver's license or identification card shall constitute satisfactory proof of residence in Oregon. Company shall secure the motor vehicle license plate number and state of issuance of the motor vehicle being operated by the maker of the check and enter such information on the personal check, if the address of the maker of the check printed on the personal check and the driver's license or identification card is not identical. Personal checks shall be make payable to the "City of Redmond" only for the amount of the appropriate parking fee. Under no circumstances is Company permitted to

return cash from City monies to any person in a transaction involving the tendering of a check.

- 4.3.3 Company shall accept traveler checks issued by a financial institution organized under the laws of any state or territory of the United States or a foreign financial institution that is authorized under federal law to maintain a federal agency or federal branch in the state of Oregon or a licensee duly licensed by the State of Oregon. Company shall verify the similarity of the signature endorsements on the traveler's checks at all times. Travelers checks shall be made payable to the "City of Redmond".
- 4.3.4 Whenever a customer refuses to pay the parking charges, or proceeds to exit by unauthorized means without paying, Company's cashier shall make all reasonable efforts to take the license number of such customer's motor vehicle and will immediately notify Company's supervisor or manager who shall then contact Redmond Police Department. Company shall also prepare a report of each such incident and shall promptly forward it to the Airport Director.
- 4.3.5 Any parking fee which (a) is paid by personal check (note that payment by personal check is strongly discouraged except when failure to accept a check would result in non pay/insufficient funds) that is dishonored by the maker, (b) is paid by a credit card and such payment is not remitted in full by the card issued to Company, or (c) is paid by a travelers check and not honored by the issuer, shall not be included in the sum of total of all parking fees. Any fees charged by a financial institution for the dishonor of a personal check, by a card issuer for the rejection of credit, or by the issuer for the dishonor of a travelers check shall be the responsibility of City.
- 4.3.6 All parking fees which are paid in cash, or by personal check, or travelers check shall be deposited by Company into an account designated by City of Redmond Finance Director by noon on the following business day.
- 4.3.7 All credit card remittances paid to Company shall be accepted by company in the account of the City of Redmond.
- 4.3.8 In the event that the Revenue Control System does not function, Company employees shall manually process the collection and accounting of all parking tickets in accordance with accepted accounting procedures.
- 4.3.9 Company shall be fully liable for any loss of revenue to City as a result of company's acceptance of credit card(s) or check(s) in any manner which is inconsistent with any provision of applicable law or procedures as may be specified by Company for time to time in writing by City. City may deduct the full amount of any such loss of revenue, upon notice to Company, from City's monthly payment of compensation otherwise due to Company pursuant to the Agreement.

4.3.10 Company shall be fully liable for all loss of revenue resulting from company's failure to collect the parking fee as a result of cashier undercharges, and/or errors in collection of funds, including without limitation, all losses resulting from employee dishonesty, forgery, alteration, theft, disappearance, destruction, robbery and/or burglary. The entire amount of such uncollected parking fees shall be deducted from the compensation otherwise payable to company. Any losses, undercharges and overcharges shall be reconciled and determined according to the difference between the amount of revenue recorded by the Revenue Control System and the amount of parking fees/gross receipts remitted by Company cashiers at the end of each employee work shift.

Section 4.4 Reporting requirements.

4.4.1 Daily Reports – Company shall, upon such forms as shall be approved by Airport Management, furnish a daily report of all parking fees/gross receipts derived from the operation of the Facilities to the City on the following business day, no later than 3:00 p.m.

4.4.2 Monthly Reports - Company shall on or before the tenth (10th) day of each month, upon such forms as shall be approved by Airport Management, furnish a monthly report of activity summaries showing at a minimum, the gross receipts collected with cash, checks, credit card subtotals, the number of transactions, the average ticket amount, and the revenue per space for the preceding calendar month. This monthly activity report is due in conjunction with the itemized statements of all approved reimbursable expenses incurred and paid for during the previous calendar month.

4.4.3 Annual reports - Within thirty (30) days after the end of each twelve (12) month period during the term of this Agreement, Company shall provide City a written report certifying that the parking fees/gross receipts reported to the Airport were accounted for in accordance with the terms of the Agreement. Each annual report shall be certified by an outside, independent Public Accountant.

4.4.4 Other Financial Reports – company shall supply Airport such other financial or statistical reports as Airport may require during the term of the Agreement.

ARTICLE V
AUDIT

Section 5.1 City shall have the right, upon reasonable notice, during reasonable business hours, and in a manner that is not unduly disruptive to Company, to conduct an audit, examination, or inspection of Company's original books and records and computerized accounting systems relating to Company's operation for the purpose of verifying the gross receipts. City shall reserve this right during first Agreement year and any subsequent Agreement year, which ended no more than two (2) years prior to the date of the commencement of such audit. City's rights under this

Section to inspect and audit the books and records shall survive the expiration or earlier termination of the Agreement.

Section 5.2 If such an audit establishes that Company has understated the gross receipts or overstated qualifying expenditures, or a combination of either, by one and one-half of one percent (1.5%) or more, then Company agrees it shall bear the entire expense of said audit. Further, Company immediately shall pay any additional fee due to City with interest at eighteen percent (18%) per annum, or, if less, the maximum allowed by law, from the date such additional fees became due.

Section 5.3 Company shall, if requested, freely lend assistance in making such audit, examination or inspection, and if such records are maintained in electronic and other machine-readable format, shall provide City and/or its representative such assistance as may be required to allow complete access to such records within ten (10) business days from the original request.

Section 5.4 If Company does not make the books and records available within ten (10) business days, a charge of *one hundred dollars* (\$100) per day for each day the records are late will accrue and be due and payable to City. If such books and records are maintained outside City of Redmond, Oregon, and cannot be provided to a location within the city of Redmond, then Company agrees to reimburse City for expenses incurred in sending representatives to wherever such records are maintained. Such expense will include the added cost of auditor time, transportation, lodging, food and other out-of-pocket expenses resulting from the necessity to leave Redmond, Oregon. In those situations where Company records have been generated from computerized data (whether mainframe, minicomputer, or PC-based computer systems), Company agrees to provide City's representatives with extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. Company agrees to provide appropriate workspace to conduct the audit and free access to copiers, fax machines and other needed office equipment. Company shall provide the name and telephone number of Company's accounting manager or the like who has a thorough knowledge of the accounting system as it pertains to this Agreement and who will assist City with its audit. Company will also allow interview of past and present employees who were or are involved in the financial or operational activities of Company.

Section 5.6 In the event of any conflict between any provision of the Agreement and GAAP or GAAS, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, Company shall maintain all original books and records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under GAAP or GAAS.

ARTICLE VI UTILITY EXPENSES

City shall provide at its expense and pay for all electric power that Company uses in its operations including but not limited to electricity for lighting. City also shall keep at its expense all utility equipment and improvements in good operating condition and repair including electric lighting, lighting fixtures, lamps & wiring, and connections for electrical power.

**ARTICLE VII
MAINTENANCE AND REPAIRS**

Section 7.1 Company shall keep all equipment and improvements which are installed for its used in good repair and operating condition.

Section 7.2 Company shall not permit rubbish, debris, trash, waste material, or anything detrimental to health, or unsightly, or dangerous to accumulate and shall promptly dispose of any such materials on a daily basis.

Section 7.3 So as to ensure continued availability and suitability of areas for public parking, City shall plow snow within the Facilities, apply sand to pedestrian walkways and cinders to drives at the City's discretion.

Section 7.4 Company shall repair at its sole cost and expense any damage to the Facilities caused by Company's employees, agents, or contractors.

**ARTICLE VIII
INDEMNITY AND INSURANCE**

Section 8.1 Company shall protect, defend, indemnify and hold City completely harmless from and against any and all liabilities, demands, suits, claims, losses, damages, fines, penalties, attorney fees, costs, and judgments arising by reason of the injury or death of any person or damage to any property of any nature (including but not limited to those relating to or arising out of the violation of any federal, state, or local environmental protection, health, or safety law, regulation, rule, or ordinance), including all reasonable costs of investigation and defense thereof (including but not limited to attorney's fees and court cost), arising out of or incidental to any acts or omissions of Company, its officers, employees, agents, representatives, contractors, subcontractors, licensees, or invitees related to (a) this Agreement; (b) Company's use or occupancy of, or operations on or in connection with the Airport; or (c) Company's rights, responsibilities, or duties under this Agreement; unless such injury, death, or damage is caused by the sole negligence of City. City shall give Company reasonable notice of any such claims or actions. Company, in carrying out its obligations hereunder, shall use counsel reasonable or acceptable to, and cooperative with City. The provisions of this Article VIII shall survive the expiration or earlier termination of this Agreement.

Section 8.2 Company shall obtain and maintain continuously in effect at all times during the term of this Agreement at Company's sole cost and expense, the following insurance:

- (i) Commercial General Liability insurance protecting the City of Redmond, its officers, directors, agents, and employees against any and all liability arising out of or incidental to any acts or omissions of Company, its officers, employees, agents, representatives, contractors, subcontractors, licensees, or invitees related to this Agreement; Company's use or occupancy of, or operations on or in connection with, the Airport; and Company's rights, responsibilities or duties under this Agreement, in the minimum amount \$2,000,000 per occurrence and \$4,000,000 aggregate;

- (ii) Contractual liability insurance to insure Company's obligation to defend, indemnify and hold City harmless in accordance with the indemnification provisions of Article VIII, in the minimum amount \$1,000,000 per occurrence and \$2,000,000 aggregate.
- (iii) The Company shall at all times, maintain in force, at Company's expense, Commercial General Liability insurance coverage that applies on a primary and non-contributory basis. Company shall pay all deductibles and retentions. Company's insurance coverage will be primary in the event of and loss or liability. The Company must look to their own insurance policies or resources to pay for any loss or liability. The City will not provide any insurance coverage for the Company, for any reason.

Section 8.3 All insurance policies required herein shall be issued by a solvent insurance company or companies acceptable to City and authorized to do business in Oregon; shall name the City of Redmond, its officers, directors, agents and employees as an additional insured by separate endorsement. The additional insured provision shall provide primary and non-contributory coverage. The additional insured insurance shall require thirty (30) days prior written notice to City before such policies may be altered or canceled. Company shall provide to City certificates of insurance evidencing Concessionaire's compliance with the provisions to this Agreement upon signing.

Section 8.4 Failure to keep the insurance required pursuant to this Agreement in force or provide City with evidence of such insurance shall constitute a default under the terms of this Agreement entitling City, in addition to all other remedies available hereunder, the right to immediately suspend Company's right to access and use of all these premises. In addition, if Company shall at any time fail to insure or to keep insured as aforesaid, City may, but shall not be required to, do all things necessary to effect or maintain such insurance and all monies expended by it for that purpose shall be repaid to City by Concessionaire as additional rentals in the month or months the premium or premiums are paid by City.

Section 8.5 City agrees to notify Company in writing as soon as practical of any claim, demand, or action arising out of any occurrence covered hereunder of which City has knowledge and to cooperate with Concessionaire in the investigation and defense thereof.

Section 8.6 Company, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

ARTICLE IX RATES

Section 9.1 Company shall charge parking rates according to the following schedule, unless otherwise so directed by the City:

- \$ 1.00 for the first 30 minutes, \$2.00 for 31-60 minutes, and \$2.00 per hour each hour afterwards.
- \$ 10.00 daily maximum with the 7th day free of charge.

Section 9.2 Company and City shall review said rates every year. After consultation with the Company, the Redmond City Council may adjust the rates.

Section 9.3 Company shall charge and collect from all persons utilizing the Facilities the rates set forth by City. Such rates shall, at all times, be posted at each entrance to the Facilities in clearly legible signs provided by the Airport. Company shall charge and collect from each vehicle using the Facilities the appropriate rate.

Section 9.4 Company shall be responsible for such parking rates and shall take every precaution to protect same and to insure that all sums due and owed to City from customers of the Facilities operated by Company are properly assessed, collected and accounted for.

ARTICLE X VALIDATION PROGRAM

In the event certain Management operators at Roberts Field want a validation program for their customers, the City will establish a written validation program with all terms and conditions under which a parking ticket may be validated. The Company shall strictly follow and administer the validation program according to the City program.

ARTICLE XI PARKING REGULATIONS

City agrees that free public parking (except as otherwise provided herein) shall not be authorized in and around Roberts Field terminal area including any vacant land and/or roadways surrounding Roberts Field terminal area. City agrees at its expense to regulate and enforce parking to assure that parking shall be within the paid public parking facility premises. Further, City agrees to assist and cooperate with Company to prevent free and/or unauthorized or illegal parking around Roberts Field terminal area, which shall include policing violators and/or erecting barricades to prevent free and/or unauthorized or illegal parking. This provision applies to public parking only and will not apply to City's officials, employees, and special guests or to such other concession and airline operators or other employers at Roberts Field and their employees, as authorized by the City in the Validation Program described in Article X above.

Terminal building tenants and their employees, including Company, and employees of City shall be required to park within the area so designated by the Airport Director to the extent that there are sufficient spaces in those facilities. The Company shall be required to pay any parking fees that the City may charge for such employee parking. All Company employees will park in the Employee Lot unless authorized in writing by the City. City shall enforce this requirement.

City and its authorized representatives, including but not limited to vehicles from airport, public works, police and fire, shall have at all times the full and unrestricted right to enter the Facilities for the purposes of inspecting the same and of doing any and all things which may be necessary for the proper operation of Roberts Field.

ARTICLE XII TAXES

Each party shall give the other prompt notice in writing of any assessment or levy upon this Agreement, upon the public parking facility or Company's interest or occupancy of it, upon any real property or improvements that Company uses located in the public parking facility, or upon Company due to its operation of the public parking facility or under this Agreement. Company shall pay all taxes levied upon its personal property located at Roberts Field. The parties further understand that all parking equipment affixed to the public parking facility is not considered personal property but a part of the real property that the City owns. Any value added or sales tax will be levied on top of the established parking rates.

ARTICLE XIII USE OF PREMISES

Section 13.1 It is understood and made a specific condition of this Agreement that if Company is the holder of a license, franchise, agency agreement, or other form of consent from a company or corporation, it shall do business at Roberts Field under the trade name and style of that company or corporation.

Section 13.2 Company shall use the premises solely to operate a paid public parking facility at Roberts Field and for incoming/outgoing passengers using Roberts Field. Company shall use the entire premises solely for the conduct of said service in a first-class manner continuously during the entire term of this Agreement, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or for other reasons beyond Company's reasonable control and with prior and advance notification and written approval of the Airport Director.

Section 13.3 Company shall not commit nor suffer to be committed any waste upon the Facilities or improvements, nor any nuisance or other act or thing which may disturb the quiet enjoyment of the use of said Airport or surrounding property.

ARTICLE XIV PERFORMANCE BOND

When Company signs this Management Agreement, it shall execute and deliver to City a satisfactory performance security with approved corporate surety in a sum equal to *one hundred thousand dollars* (\$100,000) to guarantee faithful performance of this Agreement. The bond amount shall be maintained continuously by Company throughout the term of the Agreement. The City reserves the right to annually review the bond amount to establish that it sufficiently covers Company's performance. The bond shall be adjusted to the new amount based on results of the City's annual review – with any changes taking effect on the anniversary date of the Management Agreement. Company shall notify the City immediately if any of the terms of the bond change during the term of this Agreement. Company shall instruct the bonding company to notify the City directly and immediately of any changes to the bond during the term of the Agreement.

**ARTICLE XV
ADDITIONAL OBLIGATIONS OF COMPANY**

Company hereby covenants and agrees:

Section 15.1 To furnish prompt and efficient service adequate to meet all reasonable demands for a paid public parking facility at Roberts Field. Company shall maintain the facility, its fixtures and appurtenances in good operating order, free from known mechanical defects, and in a clean, neat and attractive condition.

Section 15.2 That paid public parking facilities shall remain open twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year including all holidays.

Section 15.3 To employ a “resident manager” at all times during the term of the Agreement, qualified to perform his/her/their duties in accordance with this Agreement and whose sole duties are to manage the Facilities in accordance with Company’s Proposal, as finally agreed and accepted by the City. The resident onsite manager shall reside locally. The Company shall require its personnel serving the traveling public using Roberts Field, to be neat, dressed in uniform, clean and courteous; sufficiently trained in the performance of their duties; performing their services in a first-class, safe, and efficient manner. Company shall not permit its agents, servants, or employees to conduct business in a loud, noisy, boisterous, profane, offensive, or objectionable manner.

Section 15.4 That in conducting its business on Roberts Field it shall observe and obey all valid laws, ordinances, and Airport rules and regulations now in force or hereafter adopted governing its conduct and that of its employees.

Section 15.5 That it shall meet all expenses in connection with the use of the premises and the rights and privileges hereby granted, including, without limitation, taxes, permit fees, license fees, and that it shall secure all required permits and licenses.

Section 15.6 That City shall be the sole and final judge of the quality and adequacy of service it provides as herein specified. In the event City shall determine that Company has failed to comply with the requirements for quality and adequacy of service, it shall give the Company written notice of such determination as specified hereafter.

**ARTICLE XVI
SIGNAGE AND CONTROL**

Section 16.1 Outside the Facilities: City shall designate by proper signs the following parking areas, if necessary, in the vicinity of the Terminal: airport limousine spaces; taxi spaces; rental car spaces; restaurant spaces; handicapped spaces; and employee parking spaces.

Section 16.2 Within the Facilities: City shall regulate public parking to the effect that all paid public parking shall be required to be in the paid public parking facility covered by this Agreement. City reserves the right to control and regulate all advertising signs on Roberts Field.

Company shall submit plans and obtain approval from City before erecting, installing, or operating in or upon the premises demised or in or upon any part of Roberts Field any sign or similar advertising device. Company shall provide proper signs for the marking and enforcement of handicapped parking spaces within the Facilities.

**ARTICLE XVII
NO ASSIGNMENT, SUBLEASE OR TRANSFER OF RIGHTS**

Company shall not assign, transfer or sublease the whole or any part of this Agreement or the premises, or rights and privileges granted herein, without first having obtained City's written consent.

Company shall allow City's authorized representative access to the premises at all reasonable hours for any purpose necessary, incidental, or connected with performing City's obligations hereunder or exercising its governing functions.

**ARTICLE XVIII
DEFAULT**

Section 18.1 A default shall occur if Company fails to make payment within ten (10) days of due date.

18.1.1 In the event Company defaults on any payment due, City shall have the option of giving it a Notice of Default. In the event City gives a Notice of Default, Company shall have ten (10) days from receiving such notice within which to bring all payments current to the date of payment. If Company does not bring payments current; City may terminate this Agreement at its option. If City gives notice of termination because of default in payment, company shall have three (3) days from receiving said notice to vacate the premises.

18.1.2 In the event Company defaults on a payment, City shall have the right to require an audit of Company's books at Company's sole, exclusive expense.

18.1.3 In the event Company defaults on a payment, it shall owe City a late payment fee equal to ten percent (10%) of the amount by which Company is delinquent. The late payment fee shall be payable at the same time as the payment to cure default as set forth in paragraph 18.1.1 above.

Section 18.2 In addition to all other termination rights contained herein, City shall have the option to cancel this Agreement if any one or more of the following events or faults occur:

18.2.1 If Company breaches or fails to perform any of the terms, covenants, or conditions of this Agreement or fails to keep in force any of the required insurance policies;

18.2.2 If Company fails to abide by applicable laws, ordinances, rules and regulations of the United States, State of Oregon, County of Deschutes, and the City of Redmond.

Section 18.3 Except as provided earlier in this Section 18, upon Company's default under this Agreement, after giving notice in writing specifying the nature of said default and demanding that such default be cured or corrected, City may, at its sole option, upon thirty (30) days notice of the intent to do so, immediately terminate this Agreement and re-enter and take possession of the premises. In all defaults, however, Company agrees to pay all costs, including a reasonable attorney fee City incurs as a result. In the event Company shall file a petition in bankruptcy or be adjudged bankrupt or insolvent by a court or make any assignment for the benefit of creditors, City immediately may terminate at its option this Agreement without regard to curative time periods. If Company should abandon and discontinue operating the public parking facility at Roberts Field for any period of time, this Agreement shall be immediately terminated at City's sole option. The rights and remedies herein granted to City shall be in addition to any other rights and remedies to which City is entitled and not in lieu thereof.

ARTICLE XIX WAIVER AND ESTOPPEL

The Parties agree that in the event City does not exercise any of its options enumerated in this Agreement, such omission shall not constitute a waiver of its right to exercise its option or options in the future, and it shall not be stopped from doing so.

ARTICLE XX CANCELLATION BY CITY

City may cancel this Agreement:

Section 20.1 In the event Roberts Field is permanently abandoned as an airport terminal serving scheduled airlines;

Section 20.2 In the event the United States government or any authorized agency thereof lawfully assumes Roberts Field's operation and control in such manner as to substantially restrict City from operating for a period of at least ninety (90) days;

Section 20.3 In the event a court issues an injunction which in any way prevents or restrains the use of Roberts Field for a period of at least ninety (90) days; or

Section 20.4 In the event Company is in default under this Agreement for a period of sixty (60) days after written demand from City to remedy the same.

**ARTICLE XXI
SUSPENSION OF FEES.**

City has the right to negotiate for suspending payments of Annual Management Fee if for any period over thirty (30) days Roberts Field is not operated for use by certified scheduled air carriers. In the event certified scheduled air carriers partially suspend activities resulting in a reduction in total enplaning passengers of fifteen percent (15%) or more compared with a similar period the preceding year, City may request renegotiation of the Annual Management Fee set forth herein for the period of such suspension.

**ARTICLE XXII
SUCCESSORS AND ASSIGNS**

All the covenants, stipulations and Agreements herein shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

**ARTICLE XXIII
NONDISCRIMINATION/DISABLED
AND OTHER FEDERAL REQUIREMENTS**

Company for itself, representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree “as a covenant running with the land” that:

Section 23.1 No person shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the basis of race, religion, sex, color, or national origin;

Section 23.2 In considering any improvements on, over, or under the public parking facility, no person shall be excluded from participating in, denied the benefits of, or otherwise be subjected to discrimination on the basis of race, religion, sex, color, or nation origin;

Section 23.3 It shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Acts of 1964, and as said Regulations may be amended.

Section 23.4 Company shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service.

Section 23.5 Company shall make its accommodations and/or services available to the public on fair and reasonable terms without unjust discrimination on the basis of race, color, religion, sex, or national origin.

Section 23.6 Noncompliance shall constitute a material breach of this Agreement and City shall have the right to terminate this Agreement without liability therefore or, at its election or that of the United States, either or both shall have the right to judicially enforce these Provisions.

ARTICLE XXIV INVALID PROVISIONS

SEVERABILITY. If any term or provision of this Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. It is further understood and agreed that the paragraph headings set forth herein are for convenience only and shall in no way effect the interpretation or construction of the Agreement.

In the event any covenant, term, condition, or provision set forth herein is held invalid by any Court of competent jurisdiction, the invalidity of such covenant, term, or provision shall in no way effect the remainder of this Agreement. It is further understood and agreed that the paragraph headings set forth herein are for convenience only and shall in no way effect the interpretation or construction of this Agreement.

ARTICLE XXV GENERAL PROVISIONS

Section 25.1 Records. Company shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow City the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Company for three years after City makes final payment and all other pending matters between City and Company are closed.

Section 25.2 Compliance with Laws. Company shall comply with all federal, state and local laws and ordinances applicable to public contracts and the work to be performed under this Agreement.

Section 25.3 Ownership of Documents. All documents, data or other work product produced by Company pursuant to this Agreement are the property of City. Company hereby conveys, transfers, and grants to City all rights of reproduction and the copyright to all such documents.

Section 25.4 Contract Documents. In the event of a conflict between or among the terms of this Agreement and any proposal, bid documents, standards and specifications and/or request for proposals, the following order of precedence shall prevail: (a) this instrument; (b) the Attachments to this Instrument; (c) the request for proposal; (d) the proposal and/or bid documents. Nothing in this Agreement shall be considered as an acceptance of the terms of a proposal if the terms of the proposal conflict or are otherwise incompatible with the express terms contained in this Agreement and Attachments or in the City's request for bids or proposals.

Section 25.5 Company shall make prompt payments as due to all persons supplying labor or materials to company for the work provided under this Agreement. Company shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished. If Company fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Company or a subcontractor in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to company under this Agreement.

Section 25.6 During the course of this Agreement Company may have access to confidential information of City and may participate in confidential discussions with City. Company shall not disclose confidential City information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of City.

Section 25.7 Independent Company. Company, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Company agrees as follows:

- 25.7.1 Company will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;
- 25.7.2 Company is not entitled to any benefits generally granted to City employees;
- 25.7.3 Company is solely liable for any Workers Compensation coverage under this contract.

Section 25.8 If Company has the assistance of other persons in the performance of this contract, Company shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

Section 25.9 Company shall comply with the requirements of a contractor under Oregon Revised Statutes.

Section 25.10 Company Not An Agent of City. It is agreed by and between the parties that Company is not carrying out a function on behalf of City, and City does not have the right of direction or control of the manner in which Company delivers services under this Contract or exercise any control over the activities of Company. Company is not an officer, employee or agent of City as those terms are used in ORS 30.265.

- 25.10.1 This Agreement is not intended to entitle the Company nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Company shall be responsible for all federal or state taxes applicable to compensation or

payment paid to Company under this Agreement.

25.10.2 Partnership. City is not, by virtue of this contract, a partner or joint venture with Company in connection with activities carried out under this contract, and shall have no obligation with respect to Company's debts or any other liabilities of each and every nature.

Section 25.11 Subrogation Waiver. Company agrees that in the event of loss due to any of the perils for which it has agreed to provide commercial general liability insurance, Company shall look solely to its own insurance for recovery. Company hereby grants to City, on behalf of any insurer providing commercial general liability insurance to either Company or City with respect to the services of Company herein, a waiver of any right to subrogation which any such insurer of said Company may acquire against City by virtue of the payment of any loss under such insurance.

Section 25.12 Permits and Licenses. Company, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License, which may be required in connection with the performance of services hereunder.

Section 25.13 Preference for Recycled Materials (ORS 279A.125). Company will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

Section 25.14 Drugs and Alcohol. Company shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by Company, its employees, and agents while performing work under this contract. Failure to enforce a zero tolerance policy amounts to "unsafe conditions", allowing City the option to immediately terminate the contract.

Section 25.15 Criminal Background Investigations. Company understands that Company is subject to periodic criminal background investigations by City and, if such investigations disclose criminal activity not disclosed by Company, such non-disclosure shall constitute a material breach of this Contract and City may terminate this Contract effective upon delivery of written notice to the Company, or at such later date as may be established by the City.

Section 25.16 Delegation, Subcontracts and Assignment. Company shall not delegate or subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City.

25.16.1 Any delegation, subcontract, assignment, or transfer without prior written consent of City shall constitute a material breach of this contract.

25.16.2 Any such assignment or transfer, if approved, is subject to such conditions and provisions as the City may deem necessary.

25.16.3 No approval by the City of any assignment or transfer of interest shall be deemed to create any obligation of the City to increase rates of payment or maximum Contract consideration.

25.16.4 Prior written approval shall not be required for the purchase by the Company of articles, supplies and services which are incidental to the provision of services under this Contract that are necessary for the performance of the work.

25.16.5 Any subcontracts that the City may authorize shall contain all requirements of this contract, and the Company shall be responsible for the performance of the subcontractor.

Section 25.17 Non-Discrimination. Company agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Company's performance of this Agreement. Company agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Company also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Company agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

Section 25.18 Assignment. Neither Company nor City may assign this Agreement without the prior written consent of the other. Company may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Company under the terms of this Agreement with prior written approval of City.

Section 25.19 Termination. The parties may terminate this Agreement as follows:

25.19.1 This Agreement may be terminated at any time by mutual consent of both parties.

25.19.2 City may, at its sole discretion, terminate this Agreement, in whole or in part, upon thirty (30) days' notice, in writing and delivered by certified mail or in person.

25.19.3 City may terminate this Agreement, effective upon delivery of written notice to the Company, or at such later date as may be established by the City under any of the following conditions:

- a) City funding is not obtained and continued at levels sufficient to pay for Company's Work. The Agreement may be modified to accommodate a reduction in funds.
- b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer

allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c) If any license or certificate required by law or regulation to be held by the Company to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- d) Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- e) The City by written notice of default (including breach of contract) to the Company may terminate the whole or any part of this Agreement:
- f) If the Company fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
- g) If the Company fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such longer period as the City may authorize.

25.19.4 Company may terminate this Agreement upon 30 days' written notice to City if City fails to pay Company pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Company's notice, or such longer period of cure as Company may specify in the notice.

Section 25.20 Access to Records. Company shall maintain fiscal records and all other records pertinent to this Contract.

25.20.1 All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

25.20.2 City and its authorized representatives shall have the right to direct access to all of Company's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form, including but not limited to computer hard drives, tape backups and other such storage

devices. City shall reimburse Company for Company's cost of preparing copies. At Company's expense, the City, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Company's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of the Company which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcriptions.

Section 25.21 Ownership of Work. All work of Company that results from this Contract (the "Work Product") is the exclusive property of City. City and Company intend that such Work Product be deemed "work made for hire" of which City shall be deemed author. If, for any reason, the Work Product is not deemed "work made for hire," Company hereby irrevocably assigns to City all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Company shall execute such further documents and instruments as City may reasonably request in order to fully vest such rights in City. Company forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. City shall have no rights in any pre-existing work product of Company provided to City by Company in the performance of this Contract except to copy, use and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Company to transfer and deliver all partially completed work products, reports or documentation that the Company has specifically developed or specifically acquired for the performance of this Contract.

Section 25.22 Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between City and Company that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. COMPANY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

Section 25.23 Force Majeure. Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Section 25.24 Waiver. City's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further

or to such other address as may be specified from time to time by either of the parties in writing.

**ARTICLE XXVII.
ATTORNEY FEES**

In the event suit or action is instituted to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees at trial or on appeal. Upon Company's bankruptcy, voluntary or involuntary; City shall be entitled to recover City's attorney fees from Company in a bankruptcy court for a US District Court to enforce any items of this contract, to seek relief from an automatic stay, to obtain adequate protection or to otherwise assert City's interest in a bankruptcy proceeding. Venue for any action involving the City of Redmond and arising out of this Agreement shall be exclusively in Deschutes County, Oregon.

**ARTICLE XXVIII.
BINDING**

The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

DATED this ____ day of June, 2017.

CITY OF REDMOND

Keith Witcosky, City Manager

ATTEST:

Kelly Morse, City Recorder

INSURANCE REVIEWED

Velia Pagnotta-Brunette

COMPANY:

By _____

Title _____

ATTEST:

By _____

Title _____