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**CONTRACT NO. 2024-03**  
**PARKING MANAGEMENT SERVICES**  
**between the**  
**PANAMA CITY-BAY COUNTY AIRPORT AND INDUSTRIAL DISTRICT**  
**and**  
**LAZ FLORIDA PARKING, LLC**

**THIS CONTRACT** is made effective on the last date of execution of this document, by and between **Panama City - Bay County Airport and Industrial District dba Northwest Florida Beaches International Airport**, a special district of the State of Florida (hereinafter called "District" or "ECP"), whose mailing address is 6300 West Bay Parkway, Box A, Panama City, Florida 32409 and **LAZ Florida Parking, LLC**, a for profit corporation, (hereinafter referred to as "Contractor"), whose mailing address is 404 Washington Avenue, Miami Beach, Florida, 33139.

**WITNESSETH**

WHEREAS, the District desires to employ the Contractor for the scope of services in accordance with the District's Request for Proposals (RFP), RFP-2024-03, Parking Management Services.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Contract, the parties agree as follows:

1. SCOPE OF SERVICES

A description of the nature, scope and schedule of services to be performed by the Contractor under this Contract shall be in accordance with Attachment A, Scope of Work.

ECP hereby enters into this Contract to perform the services as set forth in the Attachment A, Scope of Work, in accordance with this Contract, the RFP, and all addendums to the RFP, and Contractor's response to the RFP (all incorporated by reference), (collectively, the "Contract Documents"), and, with respect to non-discriminatory laws, statutes and authorities, the parties incorporate the attached, Contract Documents, referenced herein and are hereby specifically made a part hereof to the same extent as if fully set forth. In the event of any conflict between this Contract, any attachment, and the RFP, the terms of this Contract shall control.

2. CONTRACT TERMS

The term of this Contract shall become effective on the last date of execution by both parties for a period of five (5) years, with the initial term ending on June 15, 2029. Based on successful performance of the Contractor, annual funding approval, and at the sole discretion of the District this Contract may be renewed in one (1) year increments up to a total of five (5) years at the same terms and conditions of this Contract. In the event of any renewal by the District, the Contractor and District shall negotiate a revised compensation schedule for each year of the renewal term consistent with Section 3 of this Contract.

3. BASIS FOR COMPENSATION AND PAYMENTS

The parties hereto agree to the rates established in Attachment B, Management Fees and the Contractor and the District agree to the following:

- a. An annual budget, to include a breakdown of reimbursable cost, associated with the operation and management of parking services shall be submitted to the District for approval no later than June 15<sup>th</sup>.
- b. Contractor shall be compensated monthly in equal installments not to exceed the annual management fees listed below for the five (5) year term of this Contract.

- Year 1: \$41,000.00
- Year 2: \$43,000.00
- Year 3: \$45,000.00
- Year 4: \$47,000.00
- Year 5: \$49,000.00

- c. All invoices shall reference the contract number, provide detail sufficient for proper pre-audit and post audit and be submitted to the following contact:

Attention: Accounts Payable  
Panama City - Bay County Airport and Industrial District d.b.a.  
Northwest Florida Beaches International Airport  
6300 West Bay Parkway, Box A  
Panama City, Florida 32409  
Email: [accounting@pcairport.com](mailto:accounting@pcairport.com)

- d. Payment shall be made within 30 days of a correct invoice being received by the District.

4. NON-PERFORMANCE

Payment may be withheld for services not performed or for services rendered incorrectly if the District deems services are unacceptable.

Unsatisfactory performance by the Contractor may result in a 30-day notice to cure with detailed resolution. If issues are not remedied satisfactorily in cure period, the District retains the right to issue a 30-day notice of Contract cancellation or suspension. Remaining funds not paid to the Contractor will be used to procure another vendor to complete any portion of work that is needed.

5. ADDITIONAL CONSEQUENCES

The District shall enforce performance related consequences as follows:

- Damage to District parking equipment and/or shuttles will be assessed and fees will be deducted in the amount equal to the total amount of damages.
- Customer Service: If a witnessed incident or an allegation is made to reflect negatively on parking management staff, and evidence finds the reported incident is true, the following will be assessed.
  - First Violation - \$75.00
  - Second Violation - \$150.00
  - Third Violation - \$225.00
  - Subsequent Violations (up to 5) - \$500.00
  - Termination of Employment after maximum of 5 violations.

If the Parking Management Company is in violation of any of the specified items above, the District may terminate the Contract for cause after following the process in Section 6 of this Contract.

6. SUSPENSION OR TERMINATION

- A. The District may terminate this Contract for cause upon written notice to the Contractor if the Contractor fails to diligently, competently and timely perform any of the scope of work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Contract. The Contractor may terminate this Contract for cause upon written notice to the District if the District fails to perform or observe any material covenant, representation or warranty contained in this Contract. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the District wrongfully terminates the Contract, the District shall

be responsible to the Contractor solely for the reasonable value of the services performed by the Contractor prior to the District's wrongful action, less prior payments are made. Under no circumstances shall the Contractor be entitled to payment for services not performed.

- B. The Contractor also reserves the right to suspend or terminate this Contract with 60 days, if provided prior written notice, if the District defaults in payments or in any way breaches the terms of this Contract.
- C. The District may terminate this Contract at any time without cause upon written notice to the Contractor. Should the District terminate this Contract without cause, the District shall pay the Contractor for work performed through the date of Notice of Termination.

#### 7. INSURANCE

The Contractor hereby represents to the District that: (a) it has the experience and skill to perform the scope of work as set forth in this Contract; (b) that it shall comply with all applicable federal, state, and local laws, rules, codes, and orders of any public, quasi-public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Contract.

The Contractor shall procure, pay for, and maintain during the life of this Contract, the following types and minimum amounts of insurance:

- i. **Commercial General Liability Insurance** including unmodified contractual liability, personal and advertising injury, and products/completed operations liability written on an occurrence form basis with minimum combined single limits for bodily injury and property damage of \$2,000,000.00 per occurrence;
- ii. **Automobile Liability** coverage for all owned, non-owned and hired vehicles written on an occurrence form basis, with minimum combined single limits of \$1,000,000.00 per occurrence;
- iii. **Workers' Compensation Insurance** as required by applicable law and Employer's Liability Insurance with minimum limits of \$1,000,000.00 per occurrence;
- iv. Shuttles must be insured with general liability as well as comprehensive and collision coverage for the entirety of the Contract.

- b. **CERTIFICATE OF INSURANCE:** Is provided to the District before contract starts and, in the event, coverages are amended from the above described required limits or scope of coverage or canceled before the expiration date notice will be given to the District in accordance with this Contract.
  
- c. **ADDITIONAL INSURED:** Each liability policy required herein shall name Panama City – Bay County Airport and Industrial District d.b.a. Northwest Florida Beaches International Airport as an additional insured and loss payee for the entirety of this Contract and any renewal years thereafter.
  
- d. **CLAIMS:** The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the District and the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.
  
- e. **INDEMNIFICATION:** The Contractor shall indemnify the District from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever to the extent caused by the negligence, recklessness or intentional wrongful misconduct (which includes, without limitation, any failure of the Contractor to perform and complete the Scope of Services in strict compliance with the Contract Documents, unless such failure has been specifically waived by the District, in writing upon final acceptance, of the scope of work. The provisions of this paragraph shall survive the expiration or termination of this Contract.

8. CHANGES IN SCOPE

The District may request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Contractors annual budget, management fee or changes to the fees associated with the scope of work, shall not be binding unless mutually agreed upon by and between the District and the Contractor, and incorporated by written amendment to this Contract.

9. NOTICE

Any notice required to be served under this Contract shall be sent by certified mail, return receipt requested to the following:



DISTRICT: Parker McClellan, Executive Director  
Panama City - Bay County Airport and Industrial District  
dba Northwest Florida Beaches International Airport  
6300 West Bay Parkway, Box A  
Panama City, Florida 32409

CONTRACTOR: Chris Howley, Vice President  
Laz Florida Parking, LLC  
404 Washington Avenue, Florida 33139  
Panama City Beach, Florida 32413

10. STANDARDS OF CONDUCT

- A. The Contractor covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services herein.
- B. The Contractor agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to services performed under this Contract, which standards will by reference be made a part of this Contract as though set forth in full. The Contractor agrees to incorporate the provisions of this paragraph on any subcontract into which it might enter with reference to the services performed.

11. COMPLIANCE WITH FEDERAL STATE AND LOCAL LAW

The Contractor shall comply with all Federal, State, and Local laws and ordinances applicable to the scope of work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion or national origin in the performance of services under this Contract.

12. ASSIGNABILITY

The Contractor shall not assign any portion of this Contract, and shall not transfer any interest in the same, whether by assignment or novation, without prior written approval by the District, provided that claims for the money due or to become due to the Contractor from the District under this Contract may be assigned to a bank, trust company, or other financial institution, or tot a trustee in a bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished to the District.

13. INDEPENDENT CONTRACTOR

The Contractor is and shall remain an independent contractor and not an employee of the District.

14. CONTROLLING LAW AND VENUE, ATTORNEY FEES

All questions pertaining to the validity and interpretation of this Contract shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Contract shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

If the either party is required to institute or defend any legal proceedings in connection with this Contract, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

15. NO WAIVER

No waiver of any provision of this Contract shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Contract shall constitute a waiver of any other provision of this Contract, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Contract, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

16. PUBLIC RECORDS

The District is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that the Contractor is acting on behalf of the District as provided under Section 119.011 (2) Contractor agrees to also comply with that law, specifically including to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the District to perform the service.
- B. Upon request of the District, provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the District with a copy of the requested records.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the District.

D. Meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

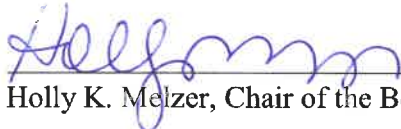
**E. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-636-8950, EMAIL TO PMCCLELLAN@PCAIRPORT.COM, 6300 WEST BAY PARKWAY, BOX A, PANAMA CITY, FL 32409.**

17. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties hereto for the scope of services to be performed and furnished by the Contractor and duly authorized hereunder. No statement, representation, writing, understanding, course of action or course of conduct made by either party, or any representative of either party, which is not expressed herein shall be binding. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**WITNESS WHEREOF**, the parties hereto have duly executed this Contract below.

**PANAMA CITY - BAY COUNTY AIRPORT  
AND INDUSTRIAL DISTRICT**

  
\_\_\_\_\_  
Holly K. Melzer, Chair of the Board of Directors

7.8.24  
\_\_\_\_\_  
Date

**LAZ FLORIDA PARKING, LLC**

  
\_\_\_\_\_  
Michael Kuziak, Chief Operating Officer

7.3.24  
\_\_\_\_\_  
Date

Mike Kuziak  
\_\_\_\_\_  
(Print Name of Authorized Representative)



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**ATTACHMENT A**  
**SCOPE OF WORK**

The Contractor shall provide the highest level of service to Airport passengers, to maximize the revenues associated with District parking operations, and to prudently manage the personnel and other operating expenses associated with the management of the parking lots at the Airport. The services shall include, without limitation, the management and operation of all parking facilities and shuttle services at the Airport. The Contractor shall maintain competent operation of the parking lots, revenue control systems and equipment, and transportation shuttles for the District in a proficient professional manner. The Contractor will be accountable for the responsibility of all areas of personnel management while maintaining exemplary professional and public relations. Exercising prudent revenue control procedures while providing labor and materials required to efficiently perform an uninterrupted management and operation of the parking facilities. Contractor must maintain the financial stability and resources to maintain the operations of the parking management cost for the entirety of the Contract.

A critical part of the operation is the development of a projected budget for the management of parking from October 1 through fiscal year end September 30. The annual budget shall be due to the District no later than June 15<sup>th</sup> and must include, but is not limited to, the following:

- Projected Staffing requirements and wage rate ranges for Cashiers, Supervisors, Drivers, Manager and Assistant Manager;
- Payroll and related expenses for salaries and wages, vacation pay, payroll taxes, employee insurance, and workers compensation; and
- Operating Expenses such as postage, insurance, ticket expenses, general supplies, uniforms, and employee crime/drug check.

**A. Parking Area Information**

Exhibit I, Parking Map, attached hereto, contains details in regard to the parking layout, number of parking spaces, and type of parking area. The current rates for each parking area are as follows:

**Short and Long-Term Standard Parking**

- First 20 minutes are free
- 21 – 30 minutes cost \$1.00
- 31-40 minutes is an additional \$1.00
- Each additional 20 minutes is \$1.00
- \$3.00/hour for each additional hour

**Covered Standard Parking**

- \$4.00/hour

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**Maximum Daily Cost**

- \$9.00 for long-term lot
- \$11.00 for short-term lot
- \$13.00 for covered parking

**B. Current Parking Equipment/Services**

The TIBA Parking System is currently being used for the management of revenue. The Contractor shall manage all equipment related to the revenue systems which include 9 MP-60 Entry Stations, 2 SW-60 Exit Stations, and 1 VPS- Vehicle Pay Station located throughout and 3 toll booth lanes. The District owns all equipment. Should additional equipment or facilities be purchased, constructed, or acquired by the District throughout the term of the Contract and renewals, new equipment will become part of the scope of services, listed herein. Management of and staffing for additional equipment, if any, shall have rates equivalent to fair market value and approved by the District.

Currently, staffing is provided for toll booths, the operations of six GEM cars and two 15 passenger shuttles, all that operate based on passenger demand and need as determined by the District.

**C. Provisions for Contractor**

The District will provide at no cost to the Contractor the following:

- Security Badges for Employees;
- Employee Parking Spaces;
- Shuttles; and
- Toll Booths.

**D. Operational Responsibilities.**

Contractor is responsible for:

- 1) All day-to-day maintenance and cleaning of the District's shuttles, gem carts, and toll booths. District equipment and vehicles should be kept clean and tidy and all equipment free of damage. In the event damage to equipment or facilities is caused by Contractor's staff, the cost of repairs for the damage and a 15% administrative fee shall be deducted from the monthly reimbursement of expenses.
- 2) Verification of daily flight schedules and adjusting the number of shuttles in rotation based on the need.
- 3) Must inventory all vehicles in all managed lots daily. The inventory shall document, the parking lot, state of vehicle licensure, and vehicle license plate number.
- 4) Any suspicious vehicle must be reported to the District, specifically Airport Police and the Airport Operations Department within two hours of discovery.
- 5) Conducting scheduled parking lot inspections to ensure all safety standards outlined in the Airport's Safety Management Manual (if applicable) are met or exceeded. All hazardous conditions found must be barricaded to prevent access by the public, and must be immediately reported to the Airport Operations Department.
- 6) Maintain and provide a list of vehicles that have been parked for a period of 30 days or longer.

- 7) Must coordinate with Maintenance, Police and Operations Departments in the removal and towing of vehicles that are in violation of Airport Public Parking Policy, if applicable.
- 8) Shuttle drivers will be responsible for loading and unloading luggage, and providing safe transportation of passengers from parking lot areas and terminals. At a minimum shuttle driver must have a valid Driver's License and must receive training from the Contractor on safety and operation of shuttles.
- 9) Every morning, parking management staff shall be responsible for assessing all parking equipment, this includes all TIBA equipment, gate arms, and the operations of the toll booth. Must report any issues to the District within 30 minutes of discovering the issue.
- 10) Providing periodic reports, including but not limited to, monthly profit/loss statement, revenue/expense per space per lot, budget performance and variance report, transactional summary by lot, utilization reports by lot, exception transaction trend report by lot, daily lot counts, safety reports, and other data if requested by the District.
- 11) Immediately notifying the District when parking lots are full/closed due to capacity.
- 12) Operating budget: The operating budget must be on a form approved by the District and shall include all expenses expected to be incurred by the Contractor during the applicable fiscal year, each on separate line item, and the fished fee for such fiscal year in a lump sum, all separated by the type of service: self-parking, employee parking. Budget must include all any requests for salary increases and the justification for such increases. Any such increases must be consistent with industry standards based on staff performance and are at the sole discretion of the District. Changes are not allowed after the operating plan has been approved by the District unless the changes are requested in writing and approved by the District. The proposed annual operating budget shall be presented to the District no later than June 30<sup>th</sup> each year.
- 13) Provide professional and friendly service to all passengers. The District's highest priority is for passengers to have a pleasant and memorable experience at the Northwest Florida Beaches International Airport. The District will not tolerate parking management staff providing anything less than stellar customer service and violations will be addressed with possible fees assessed. (See Section K, second item, below)

**E. Manager Duties and Requirements**

The Contractor's Contract Manager shall be in complete control of the services provided in this agreement and maintain the following:

- 1) Manager must work full time and must not have any employment obligations other than managing Contractor's Services at the Airport.
- 2) Manager must be a highly qualified and experienced manager, with at least three (3) years of experience in managing a parking facility at a U.S. airport, unless the District allows otherwise.
- 3) Manager must have full power and authority to take all necessary actions where a

- prompt response is required to maintain or restore services.
- 4) Manager must respond in writing to customer complaints regarding services and report such complaints and their resolution to the District.
  - 5) Manager must be available during the regular business hours. If the Manager is absent, an equally authorized and qualified supervisor must be in charge and available.
  - 6) Manager must report to the District any accidents, including passengers' accidents, and any non-routine events within fifteen (15) minutes after their occurrence.
  - 7) Manager shall schedule the appropriate amount of staff for the operations and submit to the District a staffing report monthly, at a minimum, five (5) days prior to the next month. If the District and Manager do not agree on staffing, the District's decision shall control.
  - 8) Manager is responsible for the reconciliation of funds and shall report all funding information to the District monthly. The guidelines for reconciliation are as follows:

Revenue deposits and receivables shall be processed in accordance with standard industry accounting methodology. The Contractor shall provide a month end aged trial balance of accounts receivable by the 15th of each month for the prior month. The Contractor shall be obligated to actively pursue collection of all accounts receivables and shall be and remain responsible for same until the District has provided an approved write-off of said receivables.

**Annual Audit:** As soon as practical, but no later than January 1 of each year of this Contract, the Contractor shall provide the Airport with financial statements for the operations of the Facilities under this Contract for full disclosure for the annual period ending September 30th of each year and any partial years, and the management letter resulting from a review and results of the operations, internal controls and other observations. Said financial statements shall be audited and the management letter prepared by the external, third party auditors of qualified independent Certified Public Accountants designated by the Contractor but approved by the District. Following their completion, the District shall be provided with copies of the audited financial statements and the management letter.

**Gross Revenue.** Contractor shall deposit Gross Revenues in a revenue depository account, to the credit of the District, in such banks and other depositories as the District shall designate no less than weekly. Gross Revenues shall be comprised of daily collections and other collections. Daily collections shall be composed of daily Gross Revenues received in cash, check or traveler's check, credit and debit card vouchers with direct credit to the District's depository account, and any other District approved media plus any payments due the Airport from the Contractor from net cashier shortages and undercharges. District's weekly deposits shall be made as soon as practical, but not later than 24 hours following week ending. Other deposits shall be composed of: Gross Revenues received in the form of receivables, such as vouchers when same day or next day "electronic funds transfer" is not available; credit and debit card vouchers not under direct credit to the District depository account; and other

forms of receivables as shall be approved by the District. The Contractor shall remit to the District Gross Revenues, including in Other Deposits as soon as possible, but in no event later than the 24 hours following week ending. The Contractor shall provide the District supporting documentation indicating the composition of the deposit and a validated deposit slip, and/or proof of wire transfer to the credit to the Districts revenue depository account. The Contractor will fully reconcile monthly Gross Revenue collected to funds transferred to the District, the reconciliation shall tie the financial statements to funds deposited in the District bank account, clearly denoting outstanding items, to include but not limited to items in transit, adjustments, credits, etc.

**Daily and Monthly Sales Summary.** The Contractor's Management shall prepare a Daily and Monthly Sales Summary, summarizing revenues received or accrued in each revenue classification, sales tax, total revenues, cash overage and shortage, credit card and other receivables net of credit card commissions, net cash deposited amounts charged on credit cards generated during the previous day's operations, plus other statistical data required by the airport. The Daily and Monthly Sales Summary shall reflect cumulative totals for each revenue classification accumulated during each seven-day period for each operating unit beginning each Sunday and ending each Saturday. The Contractor shall deliver each Monthly Sales Summary to the Airport as soon as practical, but no later than 15<sup>th</sup> of the following month. The Daily Sales Summary shall be held in the event the airport requires additional data or reports.

**F. Dress Code and Standards for Contractors Personnel.**

All employees for the Contractor shall ensure personnel are dressed appropriately. The District has the right to approve or deny the uniform choice. Staff shall adhere to the following:

- Must wear a shirt identifying the name of the company of the Contractor. Contractor shall provide enough shirts to employees to ensure the shirts are always clean and presentable.
- Attire shall not be revealing or offensive.
- Shorts and/or pants are acceptable. Shorts must be an appropriate length **no** shorter than mid-thigh or length of fingertips.
- Must wear closed toe shoes.
- Must be able to communicate orally and in writing in the English language.
- Must maintain the highest of standards of service.
- Must comply with all Airport rules.
- Must not eat, drink, or smoke while on duty. Employees must use designated smoking areas if on lunch or break. No smoking allowed at toll booths or in parking facilities.
- Must be courteous and polite, and non-offensive in their conduct and demeanor.

**G. Schedule**

The Contractor shall be responsible for services and to schedule appropriate staffing no later

than 5:00 A.M., CST and end approximately at 12:45 P.M., CST, or one hour after the last flight, whichever is later, 7 days a week, 365 days a year. The last flight arrival status should be monitored each day to ensure coverage.

**H. Performance Meetings**

The Contractor is required to attend periodic performance meetings that will be held at a time and place to be designated by the District. The intention of these meetings is to provide a forum for the District and Contractor to identify areas of concern so they can be resolved in a timely manner.

**I. Additions/Deletions**

During the term of the contract, the District reserves the right to add or delete the number of commodities or services when determined to be in the best interest of the District. Pricing shall be comparable to the cost of this Contract.

If additions are required during the term of the contract, the District and the Contractor will determine who is responsible for the additions, or for what portion each party will be responsible. These changes will be authorized by the District and an amendment to the contract will be executed.

**J. Consequences**

The District shall enforce consequences for violations of this scope of work as follows:

- Damage to District parking equipment and/or shuttles will be assessed and fees will be deducted in the amount equal to the total amount of damages.
- Customer Service: If a witnessed incident or an allegation is made to reflect negatively on parking management staff, and evidence finds the reported incident is true, the following will be assessed.
  - First Violation - \$75.00
  - Second Violation - \$150.00
  - Third Violation - \$225.00
  - Subsequent Violations (up to 5) - \$500.00
  - Termination of Employment after maximum of 5 violations.

If the Contractor is in violation of any of the specified items above, the District may terminate the Contract for cause.

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