

Parking Management Agreement

COF contract no. 2017-0027

This Parking Management Agreement ("Agreement") is by and between **The City of Franklin, Tennessee**, hereinafter called Client, and **Stewart Logistics, Inc., dba Stewart Parking Solutions**, hereinafter called Manager, who mutually agree as follows:

RECITALS:

WHEREAS, Client desires parking services at the parking lots located at Pinkerton Park at 405 Murfreesboro Road, Jim Warren Park at 705 Boyd Mill Ave, The Park at Harlinsdale Farm at 239 Franklin Road, and Easter Flank Event Facility at 1368 Eastern Flank Circle, hereinafter called Property (or Properties), containing commercial vehicular parking;

WHEREAS, Manager is engaged in the business of operating and managing parking lots and garages, and event parking; and

WHEREAS, Client desires to utilize the services of Manager during the 2017 event season, hereinafter called Programs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Manager hereby agree as follows:

Engagement of Manager - Client hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out, for Manager to operate the Property for certain scheduled Programs on the dates of all scheduled events Client deems necessary.

Commencement Date - As used herein, the "Commencement Date" shall mean **April 1st, 2017**.

Term and Termination - The term of this Agreement shall commence on the Commencement Date and shall terminate at 11:59pm on March 31st, 2018. Client may terminate this Agreement, and Manager's services, on (30) thirty days' notice, with or without cause and in any case without further obligation to Manager except for payment due for services performed and/or cancellation charges incurred by Manager from its suppliers/contractors prior to date of such termination.

Services - Client retains Manager to render certain parking services for Programs hosted by Client. Manager will validate all pre-purchased parking passes in the designated applicable areas or manage the free self-parking operations. Manager will review each pre-purchased pass' authenticity and grant access to the patrons that are entitled to a space. All customers that don't have a pre-purchased pass will be directed to the general admission lots. Manager will staff said lots and help direct vehicles into a particular space.

Fees and Operating Expenses - Manager's fees will be paid based on an hourly rate that is mutually agreed upon and is outlined in **Exhibit A**. Any operating expense that is needed to be provided by Manager beyond payroll and payroll taxes should be requested by Client in writing in advance of each program.

These operating expenses could include but are not limited to signs, cones, directions, transportation vehicles, gratuity, police or security. Client agrees to reimburse Manager for any additional operating expenses that are requested by Client in the settlement for each Program.

Settlement – Client agrees to reimburse Manager’s expenses within (2) two weeks of receipt of management report invoice.

Manager’s Obligations - Manager’s obligations are set forth below and shall be performed to the extent practicable under the applicable approved budget for the Programs:

- a) Unless otherwise directed by Client, Manager shall conduct business on a schedule agreed to by Client and Manager or such other hours of operation for each Program as Client may require.
- b) In compliance with the approved proposal then in effect for each Program, Manager shall employ sufficient experienced and qualified personnel as necessary to provide the specified quality and level of service to carry on its parking operations on the Property as required under this Agreement. In addition, Manager shall use reasonable care and comply with all local, state and federal applicable laws and regulations of hiring and discharging any of its employees on the Property.
- c) Manager shall pay employees and file all necessary returns, reports and forms required by law in connection with unemployment insurance, social security taxes, worker’s compensation insurance, disability benefits, Federal and state income tax withholding for its personnel.
- d) Manager shall provide the direct sundry items (tools of the trade) reasonably necessary in order to operate the Property in accordance with the Program budget. Manager shall only be responsible for the operating expenses as outlined in each submitted Program budget.
- e) Manager shall conduct its parking operations at the Properties in a first-class, safe and business-like manner including without limitation by establishing traffic patterns appropriate for the Property and in compliance with any and all city, state or federal law officials.
- f) Manager shall maintain courteous, businesslike relations with users of the Properties, whose requests shall be received, considered and promptly acted upon. After each Program, Manager shall provide Client with a written evaluation of services and respond to customer concerns or complaints with an indication as to how each such complaint was resolved or is being resolved.
- g) Manager agrees to use reasonable diligence in the care and protection of the Property during the term of this Agreement, and to vacate the Property at the termination of each Program in as good condition as received; ordinary wear and tear excepted. Client agrees that Manager is not responsible for the damage to grass parking areas caused by vehicular traffic and parking. Client understands that any costs associated with repairing said area are the sole responsibility of Client.
- h) Manager and Client shall mutually determine which Property parking lots will be used for each Program to ensure maximum potential and efficiency.
- i) Manager agrees to use reasonable efforts to ensure that reserved parking spaces are used solely for the persons for whom such spaces are reserved.

Excused Non-Performance - Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms and conditions of this Agreement due to causes beyond the control

of that party that make performance of the Agreement either illegal, impossible or commercially impracticable, such as, but not limited to, acts of God, war, government regulation, disaster or other casualty, strikes or threat of strikes, acts and/or threats of terrorism, curtailment of transportation services or other events beyond the control of either party or that prevents the attendance of at least 20% of anticipated attendees from attending an event, and including any similar cause beyond the control of either party making it illegal, impossible or commercially impracticable to hold the event.

Independent Contractor - It is understood and agreed that in no event shall the relationship between Client and Manger be construed or deemed to be a partnership, joint venture or any other business combination. It is being understood and agreed that the Manger's only relationship to the Client is that of independent contractor.

Insurance - Manager shall secure, pay the premium for, and keep in force until the expiration of this agreement, insurance as follows:

a) Commercial General Liability	\$1,000,000
Damage to rented premises	\$100,000
Personal Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Comp/OP AGG	\$1,000,000
b) Automobile Liability	\$1,000,000
c) Umbrella Liability (each occurrence)	\$5,000,000
Aggregate	\$5,000,000
d) Workers Compensation & Employers' Liability	\$1,000,000
e) Garagekeepers Legal Liability	\$1,000,000

Manager will provide a Certificate of Insurance stating that Client, The City of Franklin, is additionally insured on Manager's policy.

Security - Client acknowledges that Manager's obligations hereunder do not include the rendition of security service. Manager has no knowledge or expertise as a guard or security service and Manager's employees do not guard or protect Property customers or any other persons or property against the intentional acts of third parties. However, from time to time Manager may coordinate the scheduling of the presence of security or police at the request of the Client.

Indemnity – Manager agrees to indemnify and hold Client harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, and expenses are caused by Manager's negligent act, error or omissions in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Manager and Client, they shall be borne by each party in proportion to its own negligence.

Equal Employment Opportunity - In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Governing Law - This Agreement is subjected to and shall be interpreted in accordance with the laws of the state of Tennessee. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

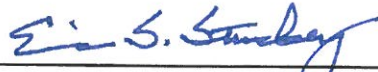
Entire Agreement – This Agreement, including these terms and conditions, represent the entire Agreement between Manager and Client for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Manager and Client.

Survival - The provisions contained in this Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed in its respective corporate name by its duly authorized officer.

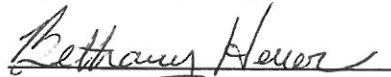
CLIENT:

The City of Franklin
Eric S. Stuckey, City Administrator



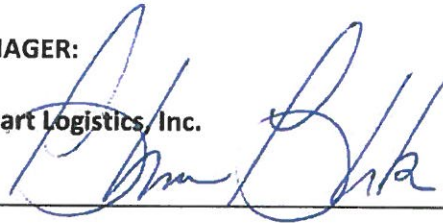
Date: 2-10-2017

Approved as to form:


Bethany Heuer, Staff Attorney

MANAGER:

Stewart Logistics, Inc.



Name: Brasher Burbank, Vice President

Date: 2/8/17

Exhibit A



2017 - Franklin Parks Parking Event Quotes

		<u>Staff #</u>	<u>Staff Description</u>	<u>time</u>	<u>hours</u>	<u>Rate</u>	<u>Total</u>
April 28th	Movie in the Park	1	Supervisor	6:30p - 10:30p	4	\$ 26.00	\$ 104.00
		2	Attendants	6:30p - 10:30p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00
May 19th	Touch a Truck	1	Supervisor	4p - 8:30p	4.5	\$ 26.00	\$ 117.00
		5	Attendants	4p - 8:30p	4.5	\$ 22.00	\$ 495.00
		Total					\$ 612.00
June 3rd	Kids Art Festival of TN	1	Supervisor	9a - 3:30p	6.5	\$ 26.00	\$ 169.00
		4	Attendants	9a - 3:30p	6.5	\$ 22.00	\$ 572.00
		Total					\$ 741.00
June 9th	Movie in the Park	1	Supervisor	6:30p - 10:30p	4	\$ 26.00	\$ 104.00
		2	Attendants	6:30p - 10:30p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00
June 14th	Animal Kids Show	1	Supervisor	8:45a - 12p	4	\$ 26.00	\$ 104.00
		2	Attendants	8:45a - 12p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00
June 21st	Sports Kids Show	1	Supervisor	8:45a - 12p	4	\$ 26.00	\$ 104.00
		2	Attendants	8:45a - 12p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00
June 23rd	Movie in the Park	1	Supervisor	6:30a - 10:30p	16	\$ 26.00	\$ 416.00
		2	Attendants	6:30a - 10:30p	16	\$ 22.00	\$ 704.00
		Total					\$ 1,120.00
July 4th	Independence Day	1	Supervisors	5p - 10:30p	5.5	\$ 26.00	\$ 143.00
		7	Attendants	5p - 10:30p	5.5	\$ 22.00	\$ 847.00
		Total					\$ 847.00
July 14th	Movie in the Park	1	Supervisors	6:30p - 10:30p	4	\$ 26.00	\$ 104.00
		2	Attendants	6:30p - 10:30p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00
July 26th	Kids Water Day	1	Supervisors	8:30a - 12:30p	4	\$ 26.00	\$ 104.00
		3	Attendants	8:30a - 12:30p	4	\$ 22.00	\$ 264.00
		Total					\$ 368.00
Nov 4th	Family Day	1	Supervisors	8a - 3p	8	\$ 26.00	\$ 208.00
		7	Attendants	8a - 3p	8	\$ 22.00	\$ 1,232.00
		Total					\$ 1,440.00
Dec 1st	Candy Cane Hunt	1	Supervisors	5:30p - 8p	4	\$ 26.00	\$ 104.00
		2	Attendants	5:30p - 8p	4	\$ 22.00	\$ 176.00
		Total					\$ 280.00