DATE:       June 6, 2023

TO:             Mayor and Council Members

FROM:          Public Works Department

SUBJECT: First Amendment to Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (Agreement No. 20-083)

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Approve First Amendment to Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (Agreement No. 20-083), exercising the option to renew the current agreement with LAZ Parking California, LLC (LAZ) for one (1) additional year to provide parking and shuttle services for football games and other major events within the City’s Sports and Entertainment District;

2. Authorize the Mayor to execute the one-year extension on behalf of the City of Inglewood (City);

3. Approve a change order under the Amended Contract to expand LAZ’s services to cover up to twenty (20) major events during the 2023-2024 operating year (Change Order); and

4. Authorize the Director of Public Works to execute the Change Order.

BACKGROUND:
The City of Inglewood (City) is committed to implementing an efficient and effective remote parking program that considers complete access, circulation, and traffic management to benefit residents, visitors, and businesses during sporting and various large special events in the City’s Sports and Entertainment District. This includes deploying parking and shuttle operations during sporting and special events at SoFi Stadium, Hollywood Park, The Forum, and the future Intuit Dome.

In January 2019, the City issued a Request for Proposals for the Development, Operation, and Management of City Parking Assets, Remote Parking Facilities, and Shuttle Services. After undertaking a full review and selection process, LAZ was selected by the City to develop, manage, and operate the City’s National Football League (NFL) game day and special events remote parking and shuttle program (the Program).

On December 17, 2019, the Mayor and Council Members approved entering into the current City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
(Original Contract) with LAZ. The two-year (2) term of the Original Contract was supposed to commence in late summer 2020 when the first NFL game was played at SoFi Stadium. However, due to the COVID-19 pandemic, the Program launch was delayed, and anticipated operations needed to be modified. Due to these factors, various provisions of the Original Contract were updated to reflect the on-the-ground Program realities. The resulting Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement was approved by the Mayor and Council Members on June 29, 2021.

Operations ultimately launched in August 2021 and generated positive revenue for the City.

DISCUSSION:
Since activation, LAZ has implemented the Program and provided parking and shuttle services from August 2021 to present and has sold nearly 49,000 parking passes and over 117,600 shuttle service passes, leading to a positive financial return to the City. In the last year and a half, the Program has generated nearly $225,000. The City anticipates continuing to generate positive returns in future years as well.

Per the Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (No.20-083), section 2.3.1, the City has the right to extend the term of the agreement for up to six (6) consecutive one-year (1) periods, and the Public Works Department may process a Change Order, per section 4.6.5, to exercise the City’s option to expand the Program beyond the NFL season and allow the Program to be used for other special events.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Since August 2021, the Program has generated nearly $225,000 which includes the City parking tax and City’s $1 per shuttle ticket surcharge. LAZ is also subject to monthly and annual reporting requirements. At the end of July, an overall accounting occurs for the prior fiscal year where the City and LAZ each receive fifty (50%) percent of surplus revenue. Based on the Amended Contract, if the Program operates at a loss because parking and shuttle sales did not offset the Program’s operating costs—then the City must reimburse LAZ for the shortfall up to the City’s annual liability cap (up to $625,000 for NFL and up to $625,000 for other major events).

As discussed above, the expectation is that the Program will continue to generate profit for the City in Year Three, therefore reducing the expectation of the City incurring financial liability associated with the Program.
Mayor and Council Members
First Amendment to Amended and Restated City of Inglewood
Parking Facilities and Shuttle Services Operation and Management Agreement
(Agreement 20-083)
June 6, 2023

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 – Amended and Restated Agreement 2021
Attachment No. 2 – First Amendment to Amended and Restated Agreement
Attachment No. 3 – Change Order for 20 Major Events

PREPARED BY:
Louis A. Atwell, PW Director/Assistant City Manager

COUNCIL PRESENTER:
Louis A. Atwell, PW Director/Assistant City Manager
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD/ASSISTANT CITY MANAGER APPROVAL: [Signature]
Louis A. Atwell, PW Director/Asst. City Mgr.

CITY MANAGER APPROVAL: [Signature]
Artie Fields, City Manager
Attachment No. 1
AMENDED AND RESTATED
CITY OF INGLEWOOD REMOTE
PARKING FACILITIES AND SHUTTLE SERVICES
OPERATION AND MANAGEMENT AGREEMENT

This AMENDED AND RESTATED CITY OF INGLEWOOD PARKING FACILITIES AND SHUTTLE SERVICES OPERATION AND MANAGEMENT AGREEMENT (this "Agreement") is made and entered into as of June 1, 2021 (the "Effective Date") by and between the CITY OF INGLEWOOD ("City") and LAZ PARKING CALIFORNIA, LLC, a Connecticut limited liability company ("Operator").

RECITALS:

WHEREAS, City issued a Request For Proposals for Development, Operation and Management of City Parking Assets, Remote Parking Facilities and Shuttle Services (RFP-0125) on January 10, 2019 as supplemented by Addenda (the "RFP"); and

WHEREAS, Operator submitted a response to the RFP by providing its proposal on April 2, 2019 ("Operator's Proposal"); and

WHEREAS, pursuant to the RFP, Operator was selected by City to manage and operate certain remote parking lots and associated shuttle services, all on the terms and subject to the conditions set forth in that certain City Of Inglewood Remote Parking Facilities And Shuttle Services Operation And Management Agreement (Agreement No. 20-083) made and entered into by the Parties as of December 17, 2019 (the "Original Agreement"); and

WHEREAS, pursuant to the RFP, City and Operator negotiated and entered into the Original Agreement to provide the traveling public with such parking and associated shuttle services as stated therein; and

WHEREAS, due to the COVID-19 pandemic, the City and Operator were unable to launch the Program and Services to be provided under the Original Agreement as originally planned; and

WHEREAS, City exercised its Option to Expand for a Major Event that occurred on May 2, 2021; and

WHEREAS, City and Operator wish to amend and restate the Original Agreement in its entirety as set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals (which are incorporated herein by this reference), the payment of the consideration hereinafter provided, the covenants and conditions hereinafter contained to be kept and performed, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
ARTICLE 1. GENERAL PROVISIONS

1.1 Certain Definitions.

Definitions for certain acronyms, abbreviations and terms used in this Agreement are contained in EXHIBIT A (Abbreviations and Definitions).

1.2 Order of Precedence.

Subject to Section 1.3, in the event of any conflict, ambiguity or inconsistency within this Agreement, the order of precedence, from highest to lowest, shall be as follows:

(a) This Agreement, including all Exhibits, except EXHIBIT C (Business and Operations Plans); and

(b) Business and Operations Plans.

Change Orders or other directive letters directing Operator to implement a City change, Deviations and other amendments will have the priority just above the document that is being amended.

1.3 Interpretation.

In the event of any conflict, ambiguity or inconsistency within this Agreement, the following rules of interpretation shall apply.

1.3.1 If this Agreement contains differing provisions on the same subject matter and within the same order of precedence pursuant to Section 1.2, the provisions that provide greater detail or establish higher quality, manner or method of providing the General Program Services or Service Tier Services (together, the “Services”), or use a more stringent standard shall prevail.

1.3.2 Provisions and additional details under Business and Operations Plans shall be given effect, except to the extent they irreconcilably conflict with requirements, provisions and practices contained in a part of the Agreement within the scope of Section 1.2(a) that the City chooses not to waive.

1.3.3 If any provisions in the Business and Operations Plan are internally in conflict, ambiguous or inconsistent, Operator shall modify the Business and Operations Plan, as applicable, to cure the ambiguity or inconsistency therein in a manner satisfactory to City.

1.3.4 If this Agreement contains differing provisions on the same subject matter that cannot be reconciled by applying the rules in Section 1.3.1 through 1.3.3, then the provisions contained in the document of higher order of precedence shall prevail over the provisions contained in the document of lower precedence, unless City, in its reasonable discretion, approves or directs otherwise in writing.

1.3.5 In all other respects, in the event of a conflict, ambiguity or inconsistency within this Agreement, general rules and Good Industry Practice concerning the provision of the services in the State shall be applicable.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services  Operation and Management Agreement 2
1.3.6 This Section 1.3 shall not apply to provisions in this Agreement that (a) are erroneous, (b) create a potential for serious injury to workers or the public or serious damage to property or the environment, (c) affect the safe movement of Shuttles, or (d) may be inconsistent with Good Industry Practice or applicable Law. Instead, such provisions shall be corrected, without any right of Operator to additional compensation or schedule relief.

1.4 Adjustments and Modifications.

Adjustments and modifications adopted or approved by City in writing pursuant to Section 4.2.5 shall be given effect and take priority over any conflicting or inconsistent provision of this Agreement.

ARTICLE 2.
CONTRACT PURPOSE AND TERM

2.1 Purpose.

2.1.1 The fundamental purpose of this Agreement is to reduce traffic congestion in the City on NFL Game Days and potentially Major Events by providing the public a well-publicized, safe and convenient parking and transportation alternative to driving individual passenger vehicles to and parking on-site at the Stadium or in the immediate vicinity of the Inglewood Sports and Entertainment District.

2.1.2 In furtherance of such purpose, Operator shall provide the Services set forth herein to support the City's traffic management and operations plan on the terms and conditions of this Agreement (the "Program").

2.2 Term / Service Commencement Date

The term of this Agreement shall commence on the Effective Date and end two years following the Service Commencement Date (the "Term"), unless the Term is sooner terminated or extended in accordance with the provisions of this Agreement.

2.3 Extension of Term.

2.3.1 City shall have the right in its sole and absolute discretion to extend the Term for up to six consecutive one-Year periods. Such right is exercisable by the City in accordance with Section 2.3.2.

2.3.2 City shall give written notice of its election to extend for each one-Year extension period by not later than 60 days prior to the then-current Expiration Date, except as provided otherwise in Section 2.4.1.

(a) Except as provided in Section 2.4, upon receipt of City's written notice to extend, Operator shall have seven Business Days to deliver written notice to City opting out of the one-Year extension.

(b) Should Operator opt out pursuant to clause (a) above, this Agreement shall expire on the then-current Expiration Date.
(c) If City does not receive a timely written opt-out notice from Operator pursuant to clause (a) above, the Term of the Agreement shall be extended for one Year from the then-current Expiration Date on the same terms and conditions as set forth in this Agreement, unless otherwise agreed in writing.

(d) If City exercises its right to extend the Term pursuant to this Section 2.3.2, the “Term” and “Expiration Date” under this Agreement shall automatically be extended accordingly.

2.4 Special Provisions for First Option to Extend

City’s exercise of its first option to extend the Term is subject to the following terms and conditions.

2.4.1 City shall give written notice at least 90 days prior to the then-current Expiration Date.

2.4.2 Operator shall have the right to opt out only if:

(a) The Program has not realized Net Operating Income in either of the first two Years of the Term;

(b) Within seven Business Days after City delivers its written notice to extend, Operator delivers written notice to City of Operator’s intention to opt out of the City’s request;

(c) Operator has engaged in good faith with City to renegotiate the terms of this Agreement for a period of 90 days after the date City delivers its written notice to extend; and

(d) The Parties are unable to agree upon a renegotiated Agreement prior to the then-current Expiration Date and Operator is unwilling to continue under this Agreement without modification.

2.4.3 City may elect to trigger a 90-day renegotiation period when it delivers its first extension option notice, regardless of the Program’s prior financial performance. If City requests renegotiation, then:

(a) The Parties shall engage in good faith to renegotiate the terms of this Agreement for a period of 90 days after the date City delivers its written notice to extend;

(b) If the Parties are able to agree upon a renegotiated Agreement prior to the then-current Expiration Date, then they shall enter into an amendment of this Agreement to reflect the renegotiated terms and the Term shall be extended for one Year or such greater period as the Parties may agree upon; and

(c) If the Parties are unable to agree upon a renegotiated Agreement prior to the then-current Expiration Date, then City shall elect in writing not later than the then-current Expiration Date whether to (i) proceed with extension of the Term for one Year without modification of this Agreement or (ii) rescind its exercise...
2.5 No Compensation upon Expiration.

No payment or other compensation shall be payable to Operator in connection with the expiration of the Term.

ARTICLE 3.
CONTRACT PRICE

3.1 Contract Price.

Operator's compensation for its Services shall consist solely of Operator's Management Fee (if any) as set forth in Section 3.2, the AFP Management Fee, if any, set forth in Section 3.3, and Operator's share of Net Operating Income as set forth in Section 11.5.

3.2 Operator's Management Fee.

(a) Operator's Management Fee for its performance of the Services for each NFL Game shall be as follows:

<table>
<thead>
<tr>
<th>Operator's Management Fees Per NFL Game</th>
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<tbody>
<tr>
<td>ITF</td>
</tr>
<tr>
<td>City Program Parking Lots</td>
</tr>
<tr>
<td>Southwest College Parking Lot</td>
</tr>
<tr>
<td>Service Tier 3 Program Parking Lots</td>
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<td></td>
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</tbody>
</table>

(b) Operator acknowledges and agrees that during the first Financial Reporting Period, Operator's Management Fee is "at-risk" and not treated as an Eligible Expense such that Operator shall still provide all Services as required under this Agreement but will only receive its Operator's Management Fee to the extent that NOI is realized in the first Financial Reporting Period. For all subsequent Financial Reporting Periods, Operator's Management Fee shall be treated as an Eligible Expense. The Parties shall determine whether NOI is realized in a given Financial Reporting Period as set forth in Section 11.1.1.

(c) Any changes or modifications to Operator's Management Fee shall be subject to City's prior written approval in its sole discretion.

3.3 No City Liability for Compensation and Costs.

City shall have no obligation to pay Operator any compensation for the Services, or to reimburse any of Operator's costs and expenses, which are not explicitly set forth in this Agreement.
ARTICLE 4.
SCOPE OF SERVICES

4.1 Generally.

4.1.1 During the Term, Operator shall provide, as an independent contractor, the Services, including the obligations set forth below in this Article 4 and elsewhere in this Agreement.

(a) Operator shall at all times act in good faith, protect and promote the City’s interests, and ensure that it devotes sufficient resources to the Program and its performance of the Services.

(b) Operator may implement additional products and services to improve the customer experience, subject to City’s prior written approval.

(c) Except as otherwise expressly provided in this Agreement, Operator shall provide at its own expense, all Personnel, custodial service, security service, transportation service and related vehicles, signage, equipment and supplies necessary for the performance of Operator’s obligations under this Agreement.

(d) Operator’s right to provide the Services under this Agreement is strictly limited to NFL Game Days, except to the extent that City exercises its option to expand the scope of services under Section 4.6. Operator shall not operate shuttle services on City streets for any other purpose or at any other time without the prior written consent of the City.

4.2 General Program Services

For each NFL Game Day during the Term, Operator shall provide the General Program Services enumerated in this Section 4.2.

4.2.1 ITF Management and Operation.

Operator shall manage, operate and maintain the ITF on NFL Game Days, including management of pedestrian queuing, equipment, and Personnel in areas adjacent to the ITF. Operator shall consult with applicable City staff in connection with Operator’s operation of the ITF.

4.2.2 OPR System Development, Management and Operation.

(a) Operator shall design, implement and operate an OPR System in accordance with the OPR System Plan and the applicable terms of this Agreement. Operator acknowledges and agrees that the OPR System is critical to the overall success of the Services.

(b) City and Operator will work together to populate the OPR System or widgets placed on third-party related websites with additional relevant information that will enhance the customer experience and improve the transmission of key transportation-related information to OPR System users. Such information
may include some or all of the following: the schedule of upcoming NFL Game
Days for the NFL Season, City-suggested directions to Program Parking Lots,
Google Maps and Apple Maps directions to Program Parking Lots, vehicle
size restrictions associated with the Program Parking Lots, Shuttle schedules,
and (if reasonably feasible) real-time updates on Shuttle arrival and departure
times.

(c) At all times, Operator shall provide to City full and unrestricted real-time online
access to the OPR System’s business intelligence dashboard/interface to
enable City to view historical and real-time operational activities and reports.

4.2.3 Non-Program Parking Lots.

(a) If the City identifies potential third-party-owned parking lots located in the
Downtown Inglewood area or the vicinity of the Stadium (“Non-Program
Parking Lots”), or if Operator is solicited or approached regarding the
availability of such Non-Program Parking Lots for NFL Game Days, Operator
shall undertake commercially reasonable efforts to explore such opportunities
to manage and operate such Non-Program Parking Lots for NFL Game Days.

(b) If Operator ultimately secures any such opportunity to manage and operate
any Non-Program Parking Lots, Operator shall keep the City informed
regarding its pricing decisions with respect thereto and, if so directed or
approved by City, undertake commercially reasonable efforts to secure
permission from the owners of such Non-Program Parking Lots to include
those lots within the OPR System on NFL Game Days.

4.2.4 Marketing / Public Outreach.

(a) Operator shall diligently carry out marketing, advertising and promotion of the
Services to the public in accordance with the Communications, Advertising
and Marketing Plan to appropriately and successfully publicize and promote
the Program.

(b) The City will reasonably cooperate with and assist Operator with such
endeavors as and to the extent reasonably requested by Operator.

4.2.5 City Interface.

(a) Coordination at Traffic Management Center or Stadium’s Operations
Control Center. Operator shall assign a minimum of one trained, qualified
employee to either the City’s traffic management center or the Stadium’s
operations control center on NFL Game Days to oversee Operator’s provision
of the Services and provide direction and support, as needed, to Operator’s
on-the-ground staff engaged in the provision of Services.

(b) Advisor / Consultant to City. Operator shall act as City’s advisor and
consultant in all matters relating to the Program. In such capacity, Operator
will regularly and promptly on an as-needed basis provide professional
expertise and recommendations regarding suggested adjustments and
modifications to the Program. Any suggested adjustments and modifications to the Program must be submitted to the City in writing and are subject to the City's approval in its sole discretion. Operator shall not adopt or implement any adjustments or modifications to the Program without receiving the City's prior written approval.

4.2.6 Vandalism

Operator is responsible for repairing vandalism and removing graffiti on any equipment that Operator stores on City or third party property.

4.3 Service Tiers.

4.3.1 Generally.

The Parties acknowledge and agree that the Program is designed to preserve flexibility of the Parties to match demand and to meet the City's traffic mitigation goals. To that end, Operator shall provide the Services under this Agreement utilizing the service tier structure as set forth in this Section 4.2.6.

4.3.2 Service Tier 1.

Under Service Tier 1, Operator shall provide the General Program Services and the additional specific services set forth below ("Service Tier 1 Services") on the terms and conditions in this Section 4.3.2.

(a) Parking Services.

(1) For each NFL Game Day during the Term, Operator shall manage and operate the City Program Parking Lots set forth in EXHIBIT B.

(2) Operator acknowledges that the City Program Parking Lots will only be available on weekends; for provision of parking services on weekdays, Operator shall secure one or more suitable replacement lots located in a similar proximity to the Stadium with a comparable number of parking spaces as is reasonably possible. Operator's use of any such replacement lots shall be subject to City's prior written approval.

(3) Operator shall charge and collect the applicable Parking Fee charged for use of City Program Parking Lots and any replacement(s) thereof or additions thereto as set forth in Sections 9.1 and 9.2.

(b) Shuttle Services.

(1) Operator shall implement a first-class Shuttle routing plan to meet real-time passenger demand and provide the highest level of professional, safe and efficient Shuttle service between the Program Parking Lots and the ITF in compliance with the service hours, service levels and routing plans set forth in this Agreement.
(2) Operator shall provide Shuttle service between City Program Parking Lots (or weekday replacement(s) thereof) and the ITF on NFL Game Days. In addition to transporting people who park at the City Program Parking Lots and people who pre-purchase their Shuttle tickets via the OPR System, Shuttle service shall also be open to walk-on passengers.

(3) Operator shall procure, manage and operate a minimum of 20 Shuttles (or fewer, if warranted based on projected demand in Operator's reasonable discretion) that meet the Shuttle specifications set forth in EXHIBIT H, for the Shuttle services under this Agreement. Operator's procurement of the Shuttles may be accomplished through contract, rental or direct ownership.

(4) Shuttles shall begin running from the Program Parking Lots to the ITF at least 2.5 hours before each NFL Game and run for at least 2 hours after each NFL Game ("Shuttle Hours of Operation"), subject to adjustment under Section 6.3.

(5) Shuttle service between the ITF and Program Parking Lots shall be in conformance with the wait times set forth in Section 4.9.4(d) unless otherwise approved by City in writing.

4.3.3 Service Tier 2.

Under Service Tier 2, Operator shall provide the General Program Services, the Service Tier 1 Services and the additional specific services set forth below on the terms and conditions in this Section 4.3.3. City and Operator acknowledge that availability of Service Tier 2 is dependent on ability of the City, Los Angeles Southwest College and GTrans to negotiate and enter into an anticipated memorandum of understanding (or similar document) ("MOU") for availability of the surface parking lot located at Los Angeles Southwest College set forth in EXHIBIT C ("Southwest College Parking Lot").

(a) Parking Services.

(1) Operator shall manage and operate the Southwest College Parking Lot.

(2) Operator acknowledges that the Southwest College Parking Lot will likely only be available on weekends. In the event that City has selected Service Tier 2 and any NFL Game of the first NFL Season occurs on a weekday, Operator will use diligent efforts to identify and arrange for use of replacement lots for weekday NFL Games, subject to City's approval of such replacement lots.

(b) GTrans Integrated Transit Services.

Management and operation of the Southwest College Parking Lot shall occur in accordance with this Agreement and the MOU.
(1) It is anticipated that, pursuant to the MOU, GTrans will operate a public transit bus service that will provide transportation between the Southwest College Parking Lot and the ITF on NFL Game Days.

(2) If GTrans ultimately operates such service, the Parties shall make reasonable efforts to ensure that the operation of such service is integrated into the Program as an Integrated Transit Service.

(3) The Parties acknowledge and agree that the MOU may provide for a City surcharge to be included within the base roundtrip Integrated Transit Service of GTrans. Should the City include any such City surcharge or any City tax on the portion of the Program services regarding Los Angeles Southwest College, Operator shall have no right to any portion of such surcharge or tax revenues.

(4) The Parties recognize that the City may elect to choose Service Tier 1 and also enter into an MOU with respect to the Southwest College Parking Lot. In such event, Operator may be directly engaged by Los Angeles Southwest College. In such case, the Parties intend for the entirety of the Parties' obligations with respect to one another to be contained in the MOU.

(c) **Conversion to Tier 3.**

If the Parties are unable to arrange for GTrans to provide bus service between the Southwest College Parking Lot and the ITF but otherwise desire to utilize such lot for Game Days or Major Events, the Parties shall add such lot to Service Tier 3 via a Change Order pursuant to Section 6.5.

4.3.4 **Service Tier 3.**

Under Service Tier 3, Operator shall provide the General Program Services, the Service Tier 1 Services and the additional specific services set forth below on the terms and conditions in this Section 4.3.4.

(a) **Tier 3 Program Parking Lot Inventory.**

(1) The Parties intend for Service Tier 3 to have built-in flexibility to allow the Parties to scale parking inventory to match demand and meet the City's Program goals. To this end, the Parties have secured licenses with Flyte Garage and Playa District set forth in EXHIBIT C. Such licenses serve as the basis for the assumptions in the Tier 3 Financial Model attached as EXHIBIT F.

(2) Operator, in consultation with City, shall continue to identify the Tier 3 Program Parking Lots to be included within the Service Tier 3 parking lot inventory. Unless otherwise approved in writing by City, each proposed Tier 3 Program Parking Lot utilized in connection with the Services shall:
(i) be within a 50-minute loop time from the ITF;

(ii) conform to the required pricing constraints set forth in Sections 9.1 and 9.2;

(iii) satisfy any general Program Parking Lot requirements; and

(iv) satisfy any other Service or Program-related requirements set forth in this Agreement.

(3) The aggregate parking space inventory at Tier 3 Program Parking Lots shall be a minimum of 500 spaces unless otherwise approved in writing by City.

(4) For each proposed Tier 3 Program Parking Lot, Operator shall, in a written notice to the City, provide:

(i) detailed information regarding the potential Tier 3 Program Parking Lot, including the address, parking space inventory, type of lot (e.g., structural or surface), available number of spaces, days and hours of potential availability, and any specific availability limitations (e.g., weekdays only or weekends only);

(ii) anticipated expenses for operation and management of the potential Tier 3 Program Parking Lot;

(iii) anticipated Parking Fees to be charged for parking reservations made through the OPR System and to walk-ons parking at the potential Tier 3 Program Parking Lot;

(iv) anticipated base roundtrip Shuttle Fare for Shuttle Services from the potential Tier 3 Program Parking Lot and the ITF;

(v) proposed routing plans and loop times for Shuttle services between the potential Tier 3 Program Parking Lot and the ITF; and

(vi) any additional information the City may request with respect to Operator’s management and operation of the potential Tier 3 Program Parking Lot.

(5) Once City approves a potential Tier 3 Program Parking Lot, Operator shall execute, to the extent reasonably feasible, any Letters of Intent (LOI) and ancillary agreements with the owners of the identified Tier 3 Program Parking Lots. Once Operator and City have finalized the Tier 3 Program Parking Lot inventory, Operator shall contract with the owners of such remote parking lots as needed for Operator to fulfill its Service obligations under this Agreement.
(6) Upon City’s request, Operator shall provide City with an electronic Financial Model update that includes each potential and/or confirmed Tier 3 Program Parking Lot and relevant assumptions. Such update shall incorporate the same line item categories and formulas as the Financial Model for Tier 3.

(b) Mobilization of Tier 3 Program Parking Lots.

The exact number of parking spaces to be mobilized and managed and operated by Operator under the Program shall be recommended by Operator and determined by the City and either included in City’s Service Tier Selection Notice or included in a subsequent written notice from City to modify the City’s Service Tier Selection.

(c) Shuttle Services.

(1) Operator shall provide Shuttle Services between the Tier 3 Program Parking Lots and the ITF on NFL Game Days.

(2) Pricing of Shuttle services between the ITF and Tier 3 Program Parking Lots shall adhere to pricing requirements and constraints set forth in Sections 9.2 and 9.4.

(3) Operator shall ensure that its Shuttle Fleet is sufficient to transport all customers anticipated to park at a Tier 3 Program Parking Lot, and in doing so, Operator shall ensure the Shuttle routing adheres to the minimum headways and wait times set forth in Section 4.10.4(d) unless otherwise approved by City in writing.

(4) Shuttles shall run throughout the Shuttle Hours of Operation.

4.4 Integrated Transit Services

4.4.1 The Parties shall endeavor to support opportunities for regional and local transit agencies to provide services as a City partner (“Integrated Transit Services”). Any such provision of services shall be subject to City approval at City’s sole discretion. To the extent that the City enters into the MOU with GTrans for the operation of transit vehicles between the Southwest College Parking Lot and the ITF (referenced in Section 4.3.3(b)), such services shall be included in the Program as Integrated Transit Services.

4.5 Pre-Service Commencement Date Preparations.

Commencing on the Effective Date, Operator shall take all necessary and appropriate actions for the timely, effective and efficient commencement of all Services to be provided by Operator under this Agreement.

4.6 City Option to Expand Scope of Services.

4.6.1 Scope of Option.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
(a) City shall have the right and option to expand the scope of Services in this Agreement (the "Option to Expand") on the terms and conditions set forth in this Section 4.6 at City's sole discretion.

(b) City's Option to Expand includes Operator's provision of Services to support Major Events occurring at venues within the Inglewood Sports and Entertainment District, as determined by City in its sole discretion, which shall include but is not limited to:

(1) post-season NFL Games at the Stadium;

(2) instances where there is a single event at one venue within the Inglewood Sports and Entertainment District, excluding NFL Games during an NFL Season; and

(3) instances where there are two or more events at two or more venues within the Inglewood Sports and Entertainment District on a single day, for this Section 4.6.1(3) one of such events may be an NFL Game.

(c) An event or event(s) for which City exercises its Option to Expand pursuant to this Section 4.6 shall be deemed a "Major Event(s)" for the purposes of this Agreement. The days on which a Major Event is held shall be a "Major Event Day" for the purposes of this Agreement.

4.6.2 Exercise of Option.

(a) At any time before or during the Term, City may exercise its Option to Expand under this Agreement by delivering to Operator a written notice stating it is exercising its Option to Expand ("Notice of Expansion"), that states for each Major Event included in such notice:

(1) Time(s) and date(s);

(2) Anticipated attendance, if reasonably available to the City; and

(3) Selection of Service Tier.

(b) For more than one event occurring on the same day, the same Service Tier must be selected, unless otherwise agreed to by the Parties in writing.

(c) City shall deliver its Notice of Expansion to Operator not less than 30 days before the date on which Operator would need to begin performing the additional Services. Operator understands that in the case of extraordinary circumstances, 30-days' advance notice may not be possible, and in such case the City shall use best efforts to deliver its Notice of Expansion to Operator as soon as reasonably possible. Any notice provided less than 30 days prior to the date on which Operator would need to begin performing the additional Services shall be deemed a "Short Notice" for the purpose of this Section 4.6.
(d) City may exercise its Option to Expand as many times as needed during the Term to support the City’s goals with respect to minimizing traffic congestion in the vicinity of the Inglewood Sports and Entertainment District.

(e) Upon City’s exercise of its Option to Expand and approval of the Major Event Budget, updates and supplements to the Business and Operations Plans, Operator’s Management Fee and Service Tier Liability Cap under Section 4.7.3, Operator’s obligations and all references to NFL Games and an NFL Game Day shall automatically apply equally to the relevant Major Event and Major Event Day(s).

4.6.3 Operator’s Major Event Proposal.

(a) If City exercises its Option to Expand, Operator shall diligently prepare and submit to City a Major Event Proposal that shall include:

(1) a proposed budget for the Major Event (“Major Event Budget”);

(2) a proposed management fee for Operator’s performance of the Services for any Major Events (“Major Event Management Fee”), which the Parties agree shall be generally consistent with the Management Fees set forth in Section 3.2(a) or include an explanation of any variance;

(3) updates (or if requested by City, then supplements to) the Business and Operations Plans to reflect Operator’s scope of Services with respect to the Major Event included in the City’s Notice of Expansion (“Major Event Plans”);

(4) unless City and Operator concur that it is not needed for a particular Major Event, a proposed financial model update reflecting anticipated impacts on the line items in the then-applicable Service Tier Financial Model attributable to the Major Event (“Major Event Financial Model”), including impacts to the Service Tier Liability Caps pursuant to Section 11.6.1(f) (“Major Event Liability Cap”); and

(5) Any other information requested by City relevant to its exercise of its Option to Expand and Operator’s scope of Services with respect to the Major Event.

(b) Operator shall deliver its proposed: (i) Major Event Budget, (ii) Major Event Management Fee, (iii) Major Event Plans, (iv) Major Event Financial Model, and (v) Major Event Liability Cap update within 15 days after the date City delivers its Notice of Expansion.

(c) All updates or supplements set forth in this Section 4.6.3, including those included in Operator’s Major Event Proposal shall be subject to City’s approval, not to be unreasonably withheld or delayed.
(d) In addition to any other lawful remedy, City shall have the right to rescind its exercise of an Option to Expand if it is not satisfied with the proposed updates and supplements provided by Operator, to be exercised no later than 14 days prior to the date on which Operator would need to begin performing the additional Services, except in the case of a Short Notice as set forth in Section 4.6.2, in which case City shall provide notice to Operator of any decision to rescind its exercise of an Option to Expand no later than 5 Business Days following receipt of the proposed updates and supplements provided by Operator.

4.6.4 Commencement of Additional Services. Within 30 days after the date City delivers its Notice of Expansion, Operator shall be ready and able to commence full implementation of the expanded scope of Services in accordance with this Agreement. City will reasonably consider Operator’s requests for modifications to the foregoing time frames in this Section 4.6 to the extent necessary and practicable under the circumstances.

4.6.5 Option to Expand; Change Order Documentation. All changes to the scope of Services shall be documented by Change Order pursuant to Article 6.

(a) All provisions of this Agreement shall apply to any Change Order, mutatis mutandis, with respect to the Major Events added to the scope of Services, except as may be specifically stated otherwise in the Change Order.

(b) The Parties acknowledge that it may be necessary to commence the Services under an exercised Option to Expand prior to completing the Change Order documentation.

(c) The Parties acknowledge that (i) concurrently with execution of this Agreement they are executing a Change Order pursuant to this Section 4.6 to add up to 20 Major Events to the scope of Services for the first Year, and (ii) one or more of such Major Events may occur before the Service Commencement Date.

4.7 Business and Operations Plans.

4.7.1 Purpose.

(a) Subject to the terms of this Agreement, Operator shall provide the Services strictly in accordance with the Business and Operations Plans prepared and submitted by Operator as specified in this Section 4.7 (as the same may be updated, amended, or otherwise modified from time to time in accordance with this Agreement).

(b) Once the Business and Operations Plans and all component Plans have been so approved by City, the Business and Operations Plans as so approved shall automatically become EXHIBIT D to this Agreement and thus be deemed a part of this Agreement and incorporated herein by reference, subject to the order of priority set forth in Section 1.2.
4.7.2 **Description of Business and Operations Plans.** The Business and Operations Plans shall contain the following (each individually a "Plan" and collectively the "Business and Operations Plans"): 

(a) **Management Plan.** Operator shall develop and execute a plan that sets forth Operator's management team, lines of authority and management processes ("Management Plan").

(b) **Program Parking Lots Plan.** Operator, in consultation with City, shall develop and execute a Program Parking Lots Plan that includes (a) a plan for engagement and negotiation with Program Parking Lot owners and operators, (b) a plan for improvement of Program Parking Lots and Shuttle access, and (c) a plan for management, operation and maintenance of Program Parking Lots on NFL Game Days ("Program Parking Lots Plan"). Any proposed "Game Day Experiences" (e.g., tailgating, food trucks, live music, beer gardens, kid-friendly activities, and other similar events) anticipated to occur at any Program Parking Lots shall be detailed in the Program Parking Lots Plan. If requested by City, Operator shall also consult from time to time with the parking operator of the Stadium to solicit the Stadium parking operator's feedback on the Program Parking Lots Plan.

(c) **Fleet and Routing Plan.** Operator shall develop and execute a fleet and routing plan ("Fleet and Routing Plan") that sets forth Operator's plan for:

1. The deployment and dynamic routing of Shuttles;
2. The design, capacity and amenities of Shuttles;
3. The staging of Shuttles before, during and after NFL games;
4. Dwell times for Shuttles at the ITF and headways for Shuttles, both to be determined by City in consultation with Operator;
5. Pedestrian circulation and interface with Shuttles at and in the vicinity of the ITF;
6. Overall coordination with City's traffic control operations, including parameters for deploying traffic signalization prioritization if City puts in place a traffic signalization program; and
7. Number of Shuttles to be used for routes between each Program Parking Lot and the ITF.

Due to City's responsibility for design, and the limited capacity, of the ITF, City's responsibility for traffic control on City streets on event days, and City's stake in efficient and safe pedestrian circulation, Operator shall work in close consultation with City in developing the Fleet and Routing Plan.

(d) **Online Parking Reservation System Plan.** Operator shall develop a plan that details the specific functionalities of the OPR System and how Operator
shall develop, operate and maintain the OPR System (the “OPR System Plan”). Operator’s OPR System Plan shall include the plan for incorporation of the Program Parking Lots into the LAZGo website and corresponding iOS and Android mobile apps. Operator shall ensure in the OPR System Plan that the OPR System:

(1) components include a LAZGo widget on the City and Stadium websites (and other websites as the City may designate/approve) and corresponding capability for users to access the online payment system from the LAZGo website and from a mobile phone, either through a “responsive” browser experience, or by downloading the LAZGo iOS or Android app.

(2) mobile app component operates on iOS and Android platforms;

(3) enables payment for customer parking and Shuttle reservations by credit and debit cards as set forth in Section 10.1;

(4) accurately identifies for customers all Program Parking Lot locations and inventory availability on NFL Game Days, including inventory that becomes available due to reservation cancellations;

(5) accurately sets forth the schedule of fees and charges for parking and Shuttle services for each Program Parking Lot and for any Integrated Transit Services that service any given Program Parking Lot;

(6) enables the general public to pre-purchase and reserve in advance (i) parking spaces available in the Program Parking Lots and/or (ii) tickets for any Shuttle services offered through the Program or as part of any Integrated Transit Services that service any given Program Parking Lot;

(7) enables cancellations and refunds if cancellations occur;

(8) protects user data through encryption and complies with relevant local, state and federal Laws;

(9) continuously operates throughout the Term such that the OPR System may be accessed and utilized 24 hours a day, seven days a week, including non-NFL Game Days;

(10) includes current event information and schedules, including current NFL Game Day schedules and any Major Events for which Operator provides Services under Section 4.6;

(11) includes via a link or the widget on the OPR System City-suggested directions to Parking Lots based on consultation with the City’s Department of Public Works;
(12) discloses the schedules for and live updates / feeds of Shuttle Services from and to each Program Parking Lot serviced by Shuttle Services in accordance with this Agreement;

(13) discloses specific vehicle size restrictions for each Parking Lot, conspicuously displayed in the procedures for booking parking reservations, either on the LazGo website or through a widget placed on a third-party website;

(14) discloses information regarding ADA accessibility for each Parking Lot and the Shuttle Services, conspicuously displayed in the procedures for booking parking reservations;

(15) content integrates with and enhances the marketing and promotion of the Services in accordance with the Communications, Advertising and Marketing Plan;

(16) adheres to the intellectual property provisions of Article 17;

(17) does not display or link to any inappropriate content; and

(18) is accessible via mobile web, the Parking Pass app and email notifications that are "white labeled" and customized with the City's preferred branding and formatting, as determined pursuant to the Communications, Advertising and Marketing Plan.

(e) Communications, Advertising and Marketing Plan. Operator, in consultation with City, shall develop and execute a plan for ongoing marketing, advertising and promotion of the Services to potential customers ("Communications, Advertising and Marketing Plan"). The Communications, Advertising and Marketing Plan shall include:

(1) Goals and objectives, consistent with and in furtherance of the purpose of this Agreement;

(2) Provisions on use of the OPR System to promote the parking services and Shuttle Services;

(3) Provisions on website and app design, content, links and security;

(4) Marketing, advertising and publicity strategies for how the public will obtain information about the Services available, including information on the specific traditional, social and other media outlets that will be targeted;

(5) Provisions on branding of the Services;

(6) Provisions on advertising and promotional signage, displays and kiosks (including all anticipated brand partnerships at Remote Program Parking Lots);
(7) Provisions on customer awareness and customer support services (to the extent not already covered by the Customer Service Plan);

(8) Detailed plans for coordination and working collaboratively with key stakeholders; and

(9) A detailed schedule for implementation of each activity.

(f) Signage Plan. Operator, in consultation with City, shall develop a comprehensive, strategic signage plan ("Signage Plan"). Operator's signage plan should include all permanent and/or temporary wayfinding signs to direct customers into or throughout the Program Parking Lots and ITF, safety and emergency signs, street advertising, promotional signs, and other forms of advertising. City shall have final approval rights of all signage displayed in connection with the Services. The scope of the signage in the Signage Plan should be consistent with a reasonable budget for signage under the approved operating budget.

(g) Customer Service Plan. Operator acknowledges that City's priorities for the Services are to provide customers with an organized, clean, comfortable and attractive Program experience. Operator shall develop and execute a plan for how Operator will achieve such goals ("Customer Service Plan"). Operator's Customer Service Plan shall include procedures for timely processing and resolution of customer inquiries, complaints and other service issues related to the Services.

(h) ITF Operations and Maintenance Plan. Operator shall assist City with the planning, design, programming, operations, cleaning and general maintenance and repair of the ITF ("ITF O&M Plan"). Among other things, the ITF O&M Plan shall set forth (i) the specific time periods, consistent with this Agreement, on NFL Game Days (and days of Major Events designated in any notice from City exercising its Option to Expand) during which Operator will have primary use, and be responsible for operation, cleaning and maintenance, of the ITF, (ii) details on Operator's procedures for directing, controlling and coordinating Integrated Transit Services and other third party use (if any) of the ITF on the days that Operator is using it, and (iii) detailed procedures for Operator's management of pedestrian and patron queuing, movement, and safety in the ITF and areas adjacent to the ITF. City reserves exclusive use, possession and control over the ITF at all times other than such time periods. Operator's ITF O&M Plan shall be developed in close consultation with City. City shall be responsible for all repairs and major maintenance as set forth in Section 5.7.5. Operator shall be responsible for general and routine maintenance at the ITF as set forth in Section 4.9.5.

(i) Local Hiring Plan. City strives to connect Inglewood residents to employment opportunities throughout City, including those who may face barriers to employment. Operator shall develop a local hiring plan that encourages the use of local hire and local vendors ("Local Hiring Plan") as set forth in Section 4.7.2(i). The Local Hiring Plan shall include the City-
designated minimum local hire target of 35% and regular reporting requirements to City regarding the level of local hire achieved by Operator.

(j) **Testing and Commissioning Procedures Plan.** Operator shall develop a plan for testing and commissioning the Services prior to the first NFL Game Day ("Testing and Commissioning Procedures Plan").

(k) **Safety and Security Plan.** In consultation with City, the Inglewood Police Department, the Los Angeles County Fire Department, and local hospitals, Operator shall develop a plan for ensuring the safety and security of individuals operating and utilizing the Services ("Safety and Security Plan"). Operator shall work closely with City's designee(s) as set forth in Section 4.9.8 in reporting and responding to emergencies that arise in connection with the Services.

4.7.3 **Plan Submission Schedule.** Operator shall submit the Business and Operations Plans to City within 30 days after City's delivery of its initial Service Tier Selection Notice pursuant to Section 5.3.

4.7.4 **Revision of Plans.**

(a) Operator shall, on an annual basis no later than 30 days after City's delivery of its Service Tier Selection Notice for the forthcoming NFL Season, and on an as-needed basis in connection with any material modification of this Agreement or the scope of Services, review the Business and Operations Plans and deliver to City any proposed revisions to the Business and Operations Plans; provided that Operator shall review and propose revisions to the OPR System Plan on at least a quarterly basis during the first year of the Term.

(b) If Operator believes exigent circumstances warrant revising a Business and Operations Plan prior to the end of a given Year, then Operator may submit proposed revisions to City for its consideration. City shall have the right at any time to require reasonable changes to a Business and Operations Plan, upon not less than 30 days' prior written notice (or such earlier period as may be specified herein).

4.7.5 **City Approval.** The parties acknowledge and agree that the Business and Operations Plans are intended to be further developed throughout the Term. The Business and Operations Plans, and any and all proposed revisions to the Business and Operations Plans, shall be subject to the prior written approval of City and shall not become effective unless and until approved in writing by the City's Director of Public Works or his/her designees.

4.8 **System Preparations.**

4.8.1 **Development, Testing and Commissioning.** Operator shall arrange, develop, prepare, test and commission all systems, equipment, vehicles and facilities so that Operator is ready and able to provide full Services meeting the standards and requirements of this Agreement by the first NFL Game Day, or any earlier Major Event Day should City exercise its Option to Expand under Section 4.6. Operator shall coordinate and cooperate with City and third party stakeholders, as set forth in this Agreement, in the course of such work and activities.
4.8.2 Schedule for System Development.

(a) Operator is responsible for ensuring that all tasks and activities required to be completed before the commencement of Services are completed prior to the first NFL Game Day or any earlier Major Event, including securing City's approval of all component Business and Operations Plans and testing and commissioning of the Services.

(b) Operator acknowledges that on-time delivery of the Services is essential to this Agreement. If Operator becomes aware of any delay in the commencement of Services, Operator shall immediately notify City of such anticipated delay and immediately take steps to mitigate any further schedule delays. Nothing in this Section 4.8.2 shall limit City's rights and remedies under Article 18.

4.9 Management and Operations.

4.9.1 Operator Personnel.

(a) If any individual employed by Operator or any subcontractor is not performing or providing the Services in a proper, safe and skillful manner, then Operator shall, or shall cause such subcontractor to, remove such individual and such individual shall not be re-employed in connection with the Services.

(b) Key Personnel.

(1) Operator shall retain, employ and utilize the individuals specifically listed in EXHIBIT E to fill the Key Personnel positions identified therein. Operator shall not change or substitute any such individuals except due to retirement, death, disability, incapacity, or voluntary or involuntary termination of employment, or as otherwise approved or directed by City pursuant to Section 4.9.1(c)(1). In such circumstances, Operator shall promptly propose a replacement for such position.

(2) Operator shall notify City in writing of any proposed replacement for any Key Personnel position. City shall have the right to review the qualifications and character of each individual to be appointed to a Key Personnel position (including personnel employed by subcontractors to fill any such position) and to approve or disapprove use of such individual in such position prior to the commencement of any work or services by such individual.

(3) Operator shall cause each individual filling a Key Personnel position to dedicate the full amount of time necessary for the proper performance of the Services.

(4) Operator shall provide City phone and pager numbers and email addresses for all Key Personnel. City requires the ability to contact Key Personnel 24 hours per day, seven days per week.
(c) Removal and Replacement of Key Personnel.

(1) In the case of removal of a Key Person, either by Operator or by City directive, Operator shall identify a suitable replacement individual for approval by City in its sole discretion.

4.9.2 Program Parking Lots Generally.

(a) Limitation. In providing the Services under this Agreement, Operator shall utilize only the City-approved Program Parking Lots, a preliminary list of which is set forth in EXHIBITS B and C.

(b) Supervision of Parking Operations. Operator shall supervise or monitor all parking operations at Parking Lots on NFL Game Days and as otherwise required under the terms of this Agreement.

(c) Attendants and Training. Operator shall employ and train, or cause the operators of Parking Lots to employ and train, qualified individuals to serve as parking attendants, dedicated traffic directors, ambassadors, cashiers, and flaggers, at the Parking Lots. Each Parking Lot shall have the greater of (i) one parking attendant or (ii) one parking attendant per 300 available parking spots on-site and available for customer service at all times Services are performed on NFL Game Days and as otherwise required under the terms of this Agreement. Among other duties, parking attendants shall assist customers with ingress and egress, payment processing, and directions for queuing for, and accessing Shuttles.

(d) On-Site Payment. Operator shall ensure that each Program Parking Lot is staffed with the greater of (i) one payment attendant or (ii) one payment attendant per 300 available parking spots who is equipped with a fully-functional hand-held device sufficient to accept the forms of payment set forth in Section 10.1.

(e) Safety and Security. Security services must include procedures for rapidly notifying police, fire and other first responders of incidents and emergencies at Program Parking Lots.

(1) Operator shall provide or cause the owner or operator of Remote Program Parking Lots to provide, without expense to City, all security services and security features (including additional surveillance cameras) necessary to ensure the safety of the customers using and the vehicles parked at the Remote Program Parking Lots.

(2) At all times that Operator is providing parking services at City Program Parking Lots, Operator shall provide, without expense to City, all of the same such security services and features at the City Program Parking Lots.

(f) Utilities.
(1) Operator and the owner or operator of each Remote Program Parking Lot shall determine which such party is responsible for paying the electrical and water utilities serving the Remote Program Parking Lot. For the avoidance of doubt, City shall have no responsibility under this Agreement to pay for electrical and water utilities (or any other utilities) serving any Remote Program Parking Lots.

(2) Operator shall have no responsibility under this Agreement to pay for the electrical and water utilities (if any) serving any City Program Parking Lots.

(g) Maintenance and Cleaning.

(1) Operator shall hire a professional cleaning company with power sweeping and cleaning capabilities to service Program Parking Lots on NFL Game Days.

(2) Operator shall provide or cause the owner or operator of Remote Program Parking Lots to provide, without expense to City, all repairs, maintenance, refuse removal and custodial service to ensure the Remote Program Parking Lots are well-maintained, clean and sanitary.

(3) At all times that Operator is providing parking services under this Agreement at City Program Parking Lots, Operator shall provide, without expense to City, all such refuse removal and custodial service at the City Program Parking Lots to ensure the City Program Parking Lots are well-maintained, clean and sanitary. In addition, Operator, at its expense, shall repair any damage or destruction to the City Program Parking Lots that occurs in connection with the Program, regardless of whether caused by Operator, by Shuttles or by customers; provided that Operator shall not be responsible for repair or replacement of damage or destruction to the City Program Parking Lots caused by a Force Majeure Event.

(h) Shuttle Interface. Operator is responsible for establishing and maintaining convenient and safe locations for loading and unloading of passengers at or in close proximity to the Program Parking Lots. Such responsibility includes identifying for City any improvements needed at City Program Parking Lots to accomplish this purpose.

(i) Tailgating Regulations.

(1) Operator shall prohibit tailgating at all City Program Parking Lots. City reserves the right to permit tailgating at City Program Parking Lots in the future, subject to regulations to be developed in consultation between the Parties.

(2) Operator shall determine whether tailgating will be permitted at Remote Program Parking Lots on a case-by-case basis with each
Remote Program Parking Lot owner or operator. Operator shall specifically identify any Remote Program Parking Lots at which tailgating activities are desired to be permitted and present such plans to City for City’s prior approval (which may be given or withheld in City’s sole and absolute discretion).

(j) **Prohibited Activities.**

1. Operator shall not engage in, nor permit any of its subcontractors, employees or agents to be engaged in, the business of selling supplies or products of any kind at the Program Parking Lots or the business of performing any service at the Program Parking Lots that is not expressly authorized by this Agreement, without the prior consent of City in writing in its sole discretion.

2. Operator shall not install, maintain or operate, nor permit the installation, maintenance or operation, on the Program Parking Lots of any vending machine or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind whether or not included in the foregoing categories, except to the extent expressly outlined in the Parking Lot Plan and/or Customer Service Plan, without the prior consent of City in writing in City’s sole discretion.

(k) **Changes to Parking Lots.** The Parties may from time to time modify or change the Program Parking Lots, as more particularly provided in **Section 6.4.**

(l) **City Program Parking Lots.** In compliance with Section 3-64 of the City Municipal Code, Operator shall post notices at each City Program Parking Lot in conspicuous locations at least twenty-four hours in advance of use of the City Program Parking Lot for an NFL Game or Major Event, notifying drivers of the date and hours that the City Program Parking Lot will be closed for the NFL Game or Major Event and that unauthorized vehicles may be cited and/or towed at the owner’s expense, and including a citation to Section 3-64 of the City Municipal Code. In addition, Operator shall bag all parking meters at the Library Lot during such hours.

4.9.3 **Remote Program Parking Lots.**

(a) **City Entry and Step-in Right.** Operator shall ensure that all lease, operating or other agreements executed with the owners of the Remote Program Parking Lots include:

1. a City right of entry prior to and during any use of the Remote Program Parking Lots in connection with Operator’s provision of the Services for the purpose of monitoring and inspecting the same and Operator’s other obligations under this Agreement for compliance with this Agreement, and
(2) City step-in rights, exercisable by the City upon no less than one days' prior written notice to the Operator.

(b) Reporting of Parking Agreement and Leases. The Operator shall provide City a copy of all agreements, leases and amendments entered into with Remote Program Parking Lot owners or operators with respect to the Services under this Agreement. Operator shall provide copies of such agreements and leases to City within three days after execution of the same. Operator shall maintain within its records copies of all such agreements, leases and amendments thereto.

4.9.4 Shuttle Operations and Maintenance.

(a) General. The Operator is solely responsible for the provision and operation of Shuttles for the Shuttle Services. Operator shall coordinate and manage the deployment of a vehicle fleet to provide reliable service between the Program Parking Lots and the ITF.

(b) Dispatch and Communications System. Operator shall ensure that the ITF, Program Parking Lots and Shuttles are all equipped with a centralized dispatch and communications system that enables dynamic routing of the Shuttles.

(c) ITF Utilization. During periods of peak demand, Operator shall:

(1) Time Shuttle entries and exits at the ITF so that Shuttles arrive and depart the ITF without backup of entering Shuttles onto City streets; and

(2) Strive to achieve a dwell time for Shuttles at the ITF as set forth in Operator's Fleet and Routing Plan.

(d) Headways. Operator shall strive to achieve Shuttle headways for routes between the ITF and all Program Parking Lots not exceeding 20 minutes.

(e) Traffic Signal Prioritization. If City implements a traffic signal prioritization program, then Operator shall activate traffic signal prioritization for Shuttles according to the parameters in Operator's Fleet and Routing Plan.

(f) Staging. Operator shall stage Shuttles that are waiting to be placed into service only in the Staging Area locations designated by City pursuant to Section 5.8 or in locations outside City limits and in compliance with applicable laws, regulations and ordinances. Staged Shuttles shall be properly parked with engines off until departure from the Staging Area.

(g) Shuttle Specifications and Maintenance.

(1) General. Operator shall ensure that all Shuttles are properly maintained and meet the conditions set forth in EXHIBIT H.
(2) **Shuttle Registration.** Operator is responsible for registering (or ensuring the registration of) all Shuttles with the Department of Motor Vehicles ("DMV").

(3) **Operator Inspection of Shuttles.** Operator must inspect or cause to be inspected the physical and mechanical condition of each of the Shuttles pre-trip and post-trip, log conditions, identify any issues with maintenance, fueling, cleaning, or otherwise, and remove any debris throughout the course of each driver's shift. Operator shall maintain such logs and provide them to City for City's review within three days of City's request.

(4) **City Inspection of Shuttles.** City, upon two days' notice, may inspect Operator's Shuttles and equipment, using its own personnel or consultants, to ensure compliance with all specifications and all maintenance, repair and cleaning requirements set forth in this Agreement or the Business and Operations Plans or to determine if there is any defect that would present a hazard to public health or safety. City has the right to require Operator to immediately remedy, remove and replace Shuttles with defects such as, but not limited to:

(i) Inoperable or malfunctioning air conditioning system;

(ii) Broken or inoperable luggage compartment door;

(iii) Defective communication equipment;

(iv) Inoperable wheelchair lift;

(v) Inoperable emergency exits;

(vi) Inoperable head/brake lights, horns, or signals;

(vii) Cracked or broken windows;

(viii) Defective brakes;

(ix) Any noticeable damage to exterior including but not limited to gashes, cracks and dents (ordinary wear and tear excepted);

(x) Damaged upholstery or cushions, including but not limited to tears, rips, stains, large punctures of six inches in length or more (ordinary wear and tear excepted);

(xi) Other noticeable damage to or defect in the interior including but not limited to defective lighting (ordinary wear and tear excepted);

(xii) External/Internal graffiti; or
(xiii) Worn and/or defective tires with 2/32 inch of remaining tread depth or less.

(5) No facilities are available at City Program Parking Lots and the ITF for Shuttle maintenance and repair. In cases where a Shuttle requires maintenance during Operator's performance of the Services, Operator shall promptly provide a substitute replacement Shuttle with equal capacity, in order to minimize impact to the Services.

(h) Routes. Shuttle routes shall be those set forth in the Fleet and Routing Plan and shall be subject to adjustment by City, in City's reasonable discretion. Operator shall make such adjustment as soon as reasonably practicable following such notice, but in no event more than seven days after such request.

(i) Minimum Driver Qualifications. Operator shall adhere to applicable Laws regarding minimum driver qualifications. Qualifications shall be limited to skills directly related to performance of job duties.

4.9.5 ITF Operations and Maintenance

(a) General. Operator shall operate and maintain the ITF in accordance with this Agreement, Good Industry Practice and the most recent ITF O&M Plan. Operator shall manage all vehicular traffic into and out of the ITF during the ITF Hours of Operation, and shall manage passenger circulation within the ITF. Without limiting the foregoing, Operator shall manage the ITF during the ITF Hours of Operation in order to coordinate arrival (drop-off) and departure (pick-up) of Program customers and other event patrons using Program Shuttles, Integrated Transit Services, or other modalities (which may include other public transit buses) that the City decides should be granted use of the ITF.

(b) ITF Hours of Operation. The ITF hours of operation for NFL Game Days shall be four hours prior to kickoff (or commencement of the Major Event) and three hours after the conclusion of the game (or conclusion of the Major Event) ("ITF Hours of Operation"). Operator shall make the ITF available to the public throughout the ITF Hours of Operation.

(1) Operator may access the ITF for up to two hours before and after the ITF Hours of Operation to prepare for operating the ITF and to complete maintenance, cleaning and repair.

(2) Operator may obtain additional access to the ITF to complete additional maintenance, cleaning and repair with City's prior written approval, not to be unreasonably withheld.

(3) City reserves the right to shorten the ITF Hours of Operation as it deems to be reasonable in City's sole discretion.
(4) Operator acknowledges and agrees that traffic closures or lane designations may not be available for the entirety of the ITF Hours of Operation.

(c) Maintenance.

(1) Operator shall assume responsibility for and perform all day-to-day maintenance, refuse removal and cleaning of the ITF on NFL Game Days and for Major Events for which City exercises its Option to Expand. Such routine maintenance is built into the Financial Models set forth in EXHIBIT F. In addition, Operator shall repair any damage or destruction to the ITF that occurs during the ITF Hours of Operation, regardless of whether caused by Operator, Shuttles, Integrated Transit Services, other vehicles or customers; provided that Operator shall not be responsible for repair or replacement of damage or destruction to the ITF caused by a Force Majeure Event. Operator shall promptly send written notice to City of damage or destruction to the ITF, the cause if known, and the anticipated cost for repairing such damage or destruction. City may in its reasonable discretion approve the repair as a one-time incidental expense to be paid out of the then-current operational budget; provided that the cost to repair damage or destruction shall not be chargeable as an Eligible Expense where (A) the damage or destruction is caused by Operator or the Shuttles, or (B) such costs are recoverable from insurance.

(2) Operator shall hire or subcontract with a professional cleaning company with power sweeping and cleaning capabilities to service the ITF on NFL Game Days and for Major Events for which City exercises its Option to Expand.

(d) Safety and Security. Operator shall cooperate with City to maintain and improve security and safety at the ITF. At all times that Operator is using or responsible for care of the ITF, Operator shall provide all security and safety services and features at the ITF. Security expenses are built into the Financial Models set forth in EXHIBIT F. Security services must include procedures for rapidly notifying police, fire and other first responders of incidents and emergencies at the ITF.

(e) Access Fee Program.

(1) Generally. Operator understands and acknowledges that City may grant additional third parties, for compensation, vehicular access to the ITF, including during the period in which Operator is responsible for managing and operating the ITF (the “Access Fee Program”). At City's request, Operator shall assist City in tracking ITF utilization under the Access Fee Program and in collecting and remitting to City all AFP Revenue collected during the period in which Operator is responsible for managing and operating the ITF. Any Access Fee Program that Operator administers pursuant to this Agreement shall be for the City's benefit.
(2) **Access Fee.** The City shall determine the amount of any fee charged to third-parties for use of the ITF under the Access Fee Program (the “Access Fee”). The City may, but is not obligated to, consult with Operator in setting the Access Fee. City may in its sole discretion increase, decrease, or otherwise modify the amount of the Access Fee and will provide Operator with prior written notice of any change including an effective date. Operator shall have no right, title or interest in or to any Access Fees, and all Access Fees it collects shall be as agent and bailee for City. City will retain 100% of the Access Fees. Operator shall remit all Access Fees it collects to such City account as City may designate within one Business Day after receipt of Access Fees. Operator shall not be subject to an Access Fee for its Shuttle usage of the ITF pursuant to this Agreement.

(3) **AFP Management Fee.** If an Access Fee Program is developed, Operator shall receive a reasonable separate management fee, in an amount to be determined in good faith by the Parties, as compensation for its provision of additional management and operational services at the ITF (the “AFP Management Fee”).

(4) **Change Order.** The Access Fee Program and AFP Management Fee shall be documented in a change order pursuant to Section 6.9.

(f) **Alterations to ITF.** Operator shall not make any improvements or alterations to the ITF without the prior written approval of City in its sole discretion. Any unauthorized improvements or alterations made by Operator shall be removed at Operator’s sole cost and expense and any damage to the ITF shall be promptly repaired, and if not removed and/or repaired within 10 days of demand from City, City may remove such improvements or alterations and repair such damage to the ITF at Operator’s sole cost and expense.

4.9.6 **Customer Service.** Operator shall furnish professional, prompt and efficient customer service so as not to reflect any discredit on City.

(a) **Customer Service Requirements.** Customer service provided by Operator shall include:

(1) ability of customers to chat online or speak directly with a trained customer service representative;

(2) prominent placement of customer service contract information at all Program Parking Lots;

(3) all on-duty Operator personnel ready and available to provide customers with customer service information;

(4) timely processing and resolution of customer inquiries and complaints, all of which Operator shall respond to within 24 hours of receipt; and
(5) other service issues in accordance with the procedures set forth in Operator's Customer Service Plan and EXHIBIT B.

(b) Uniforms and Badges. All employees of Operator engaged in rendering the Services who will interface directly with or be seen by the public shall, at all times while on duty:

(1) be neatly and cleanly dressed in accordance with the duty being performed by them; and

(2) wear uniforms, badges and/or other identification as approved by City.

4.9.7 Investigations. Operator shall cooperate in investigations of violations of federal, state and local laws, ordinances, rules and regulations of any federal, state or local governmental entity, including City, regarding the ITF, Program Parking Lots and Shuttle Services provided pursuant to this Agreement.

4.9.8 Medical and Other Emergency Response.

(a) In the event of a medical or other emergency, Operator shall promptly suspend impacted Services and contact local police, fire or other first responders as appropriate.

(b) In the event of a medical or other emergency at a Program Parking Lot, on a Shuttle or at the ITF, Operator shall cordon off the impacted area and follow the instructions of all law enforcement, medical and emergency personnel.

(c) Operator shall promptly notify City's designee(s) of the medical or other emergency and within 48 hours of such emergency, Operator shall prepare and provide to City a written report detailing the emergency, how it arose, and Operator's actions in response. City's failure to request an emergency report shall not waive Operator's obligations under this Section 4.9.8.

4.9.9 Prohibited Activities.

(a) Operator shall not engage in, nor permit any of its subcontractors, employees or agents to be engaged in, the business of selling supplies or products of any kind, or the business of performing any service at the ITF that is not expressly authorized by this Agreement, without the prior consent of City in writing in its sole discretion.

(b) Operator shall not install, maintain or operate, nor permit the installation, maintenance or operation, of any vending machine, or device designed to dispense or sell food, beverages, tobacco products or merchandise of any kind regardless of whether or not included in the foregoing categories without the prior consent of City in writing in City's sole discretion.

(c) Operator shall also ensure that no food vendors set up or sell food at and in the ITF unless otherwise approved by City in writing in its sole discretion.
4.10 Interface with News and Other Media Outlets.

The City shall be the sole point of contact for news and media requests concerning the Program to ensure the Program speaks with a unified voice to external stakeholders.

4.11 Interface and Coordination with Stakeholders.

4.11.1 General. Operator shall interface and coordinate with stakeholders that will be involved in the planning and event management for the Sports and Entertainment District including:

(a) Officials from the City and surrounding cities;

(b) Public safety officials, including local and state police, fire and emergency management agencies;

(c) Regional and local transportation and transit agencies;

(d) Stadium operator and Stadium parking operator;

(e) Other venue operators;

(f) TNCs and taxi companies; and

(g) Local business communities and area civic leagues.

Operator shall give City adequate opportunity to attend and participate in stakeholder meetings and other communications. Operator shall promptly brief City regarding any material communications that occur without a City representative present.

4.11.2 Coordination with City.

(a) Transportation Management and Operations Plan. Operator understands and acknowledges that its Services are one component of City’s evolving, comprehensive Transportation Management and Operations Plan described in Section 5.9.1, the effectiveness of which depends in part on Operator’s coordination with City and Operator’s faithful performance of the Services. Throughout the Term, Operator, without expense to City, shall continuously coordinate and cooperate with and assist City to further the optimal integration of the Services with City’s other plans and activities for carrying out the City’s Transportation Management and Operations Plan as it may be revised or updated from time to time. City welcomes Operator’s contributions of ideas and proposals for means, methods, approaches, systems, measures and the like in support of an effective Transportation Management and Operations Plan and optimal integration of the Services therein.

(b) Planning and Design of ITF. Operator shall actively coordinate and cooperate with and assist City with design development for the ITF. Without limiting the foregoing, Operator shall promptly provide comments and other input on conceptual, preliminary and final designs and drawings prepared by...
City and its design consultant for the ITF, directed at assuring that the ITF design will efficiently and safely accommodate and handle:

1. the size and number of Shuttles Operator plans to deploy on NFL Game Day; and

2. passenger loading, unloading, queuing and circulation.

City shall retain final approval authority for ITF design.

(c) City’s Contracted Parking Lot Operators.

1. If the operator of any City Program Parking Lot is other than Operator, Operator shall coordinate and cooperate with such operator in the same manner as it coordinates and cooperates with the operators of Remote Program Parking Lots. Operator shall not displace such operator from any functions, roles and responsibilities it may be obligated to perform under its contract with City without the consent of the City and such operator.

2. If Operator finds that it will be unable to carry out its services and responsibilities required by this Agreement at a City Program Parking Lot because they are preempted by the functions, roles and responsibilities of another operator who will not reasonably cooperate with Operator, then Operator shall promptly notify City of the circumstances and of any proposed solutions. City will assist to attempt to resolve such circumstances, but does not guarantee adoption of any particular solution.

(d) City and LA Philharmonic Events. Operator shall coordinate and cooperate with City and the Los Angeles Philharmonic Association regarding other City or Philharmonic events that may impact provision of Services or use of City Program Parking Lots, including holiday events and Inglewood Senior Center events.

4.11.3 Stadium.

(a) Operator shall communicate, coordinate and consult with the Stadium operator as necessary to stay apprised of the schedules for NFL Game Days, expected attendance, and other events or circumstances at Stadium that could impact Operator’s provision of the Services or Program revenues.

(b) Operator shall not solicit or engage in communications or discussions with the Stadium operator regarding the setting of pricing for parking or Shuttle Services tickets on NFL Game Days or Major Events at Stadium.

(c) At City’s request, Operator shall communicate and consult with the Stadium parking operator as necessary to coordinate parking operations with Operator’s provision of the Services. Operator shall not solicit or engage in communications or discussions with the Stadium parking operator regarding
the setting of pricing for any event occurring at one or more venues within the Sports and Entertainment District.

4.11.4 The Forum. Unless otherwise directed by the City, Operator shall not solicit or engage in communications or discussions with the Forum operator or the Forum parking operator regarding the setting of Parking Fees or Shuttle Fares for any event occurring at one or more venues within the Sports and Entertainment District.

4.11.5 Access Fee Program Service Providers. Operator shall, as requested by the City, communicate and consult in good faith with other third party service providers participating in the Access Fee Program as set forth in Section 4.9.5. Operator shall coordinate with all such third party providers vehicle access to and use of the ITF for pickup and drop off on NFL Game Days.

4.11.6 TNCs and Taxi Companies. City may, in its sole discretion, permit or require Operator to market and promote to TNCs and taxi companies the benefits of delivering passengers to Remote Program Parking Lots for use of the Shuttle Services for last-mile trip planning. City may place restrictions on such marketing and promotional activities in its sole discretion. Operator must obtain prior written approval from City before commencing any marketing and promotional activities with respect to TNCs and taxi companies.¹

4.11.7 Other Venue Operators. Operator shall communicate and consult with the operators of other venues in the Inglewood Sports and Entertainment District to stay apprised of schedules for venue events, expected attendance and other events or circumstances at the Inglewood Sports and Entertainment District that could impact Operator’s provision of the Services or revenues. Operator shall not solicit or engage in communications or discussions with operators of such venues or their respective parking operators regarding the setting of pricing for parking or Shuttle Services tickets on NFL Game Days.

4.12 Technology Upgrades.

This Agreement may involve changes, updates and/or upgrades to the OPR System technology, the Shuttle communications and dispatch system, the communications links with City’s traffic management center, the traffic signal prioritization technology, and real-time Shuttle Service information. As part of Operator’s obligation to review the Business and Operations Plans and deliver proposed revisions to City on an annual basis as set forth in Section 4.7.4(a), Operator shall consider proposed technology changes, updates and upgrades and include any proposed revisions to the relevant Business and Operations Plan(s) describing any proposed changes, updates and upgrades. Operator shall promptly implement City-approved changes, updates and upgrades included in the revised Business and Operations Plans.

4.13 Governmental Approvals.

Operator, at its sole expense, shall obtain, maintain and comply with, and cause all Operator Parties to obtain, maintain and comply with, all necessary federal, state and local governmental certifications, licenses and approvals for the management and operation of the Services.

Without limiting the foregoing, Operator shall, or shall cause the applicable Operator Party to:

¹ NTD: Subject to change as City refines its TNC policy approach.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement 33
(a) Have and maintain certification as a passenger stage carrier from the California Public Utilities Commission ("CPUC") and file and obtain CPUC approval of tariffs specifying rates and routes for the Shuttle Service. Operator shall keep City apprised of its progress with respect to any applications or other endeavors to obtain the necessary governmental licenses or approvals;

(b) Obtain current registrations of the Shuttles from the DMV as required under Section 4.13(b); and

(c) Comply with all Laws protecting the privacy of Customer Information.

4.14 Compliance with Laws.

Operator, at its sole expense, shall, and shall cause all Operator Parties, to fully and faithfully observe and comply with all applicable Laws in force as of the Effective Date or which may thereafter be in force. Without limiting the foregoing, Operator shall, or shall cause the applicable Operator Party to comply with:

(a) All Laws pertaining to the management and operation of the Parking Lots and Shuttle Services (including, without limitation, (i) all safety, security and operations directives of City which now exist or may hereafter be promulgated from time to time governing conduct and operations at the ITF, (ii) the Americans with Disabilities Act and its regulations, except to the extent that such compliance requires structural changes to Parking Lots or the ITF unless such changes are alterations or improvements made by Operator pursuant to this Agreement;

(b) All Laws protecting or respecting the environment, including those respecting hazardous waste, hazardous substances and hazardous materials;

(c) All licensing and registration laws;

(d) All traffic Laws and traffic lane operations, parking restrictions, and other special event procedures implemented by City in connection with NFL Games or Major Events;

(e) All building, safety and fire codes, rules and regulations;

(f) All labor Laws, including occupational health and safety Laws;

(g) All tax Laws;

(h) All consumer protection Laws; and

(i) All Laws protecting the privacy of Customer Information.

4.15 Non-Discrimination.

4.15.1 Non Discrimination in Employment. During the Term, Operator agrees and obligates itself and the Operator Parties in the performance of this Agreement not to Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
discriminate against any employee or applicant for employment because of the employee’s or applicant's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for City violating this section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the California State Labor Code (see Labor Code §1735). Operator shall take affirmative action to insure that, during the Term, applicants for employment are treated without regard to the aforementioned factors and shall comply with the affirmative action requirements of the City of Inglewood Municipal Code, or any successor ordinances or Laws concerned with discrimination.

4.15.2 Non Discrimination In Use of Services, Facilities and Systems. During the Term, Operator shall not, and shall cause the Operator Parties to not, discriminate against or segregate anyone, or group of persons, on account of race religion, national origin, ancestry, sex, sexual orientation, age, gender identity, gender expression, physical handicap, marital status, domestic partner status, or medical condition in the use, occupancy, tenure, operation, management or enjoyment of the ITF, Parking Lots, Shuttle Services and OPR System. Nor shall Operator or any person claiming under or through Operator establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, subtenants, or vendees of the ITF.

4.15.3 Application to Operator Parties and Other Parties. Operator agrees that it shall insert the provisions of Sections 4.15.1 and 4.15.2 in any contract, subcontract, assignment, license, sublicense, transfer or other document by which Operator grants a right or privilege to any person, firm, or corporation to render accommodations, work or services within the scope of this Agreement.

ARTICLE 5.
CITY’S RESPONSIBILITIES AND FACILITIES

5.1 City’s Role.

5.1.1 Generally.

(a) City will perform the roles and functions and have the responsibilities relating to the Services specifically set forth in this Article 5.

(b) Operator agrees and acknowledges that such roles, functions and responsibilities, together with the commercial opportunity that the City provides to Operator under this Agreement, are fair and adequate consideration for Operator’s covenants, duties and obligations under this Agreement.

5.1.2 City Liaison. Operator’s point of contact for issues relating to this Agreement and Operator’s obligations hereunder is the City’s Director of Public Works, or his respective designee. Notices to City under this Agreement shall be given as set forth in Section 20.5.

5.1.3 City Representative. City’s authorized representative is the Director of Public Works or his/her designee. Such authorized representative is authorized to make decisions, give notice, and execute Change Orders under this Agreement.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
5.2 Notice of NFL Game Days.

5.2.1 NFL Season Schedule. City will promptly provide Operator with a schedule of NFL Game Days upon release of the NFL Season schedule.

5.2.2 Operator Duty. Notwithstanding Section 5.2.1 above, Operator shall not rely solely on City for obtaining schedule information. Operator shall use diligent efforts to independently obtain the NFL Game Day schedule from the Stadium Operator and the schedules for Major Events for which the Services are or may reasonably be needed from operators of other venues within the Inglewood Sports and Entertainment District. It is Operator’s responsibility to follow-up with City and request any missing schedule information it is unable to obtain from other channels.

5.3 City’s Service Tier Selection.

5.3.1 Timing. City shall have through April 30 of each year during the Term to deliver to LAZ a notice of its selected Service Tier that will govern the provision of Services under this Agreement for the NFL Game Days commencing in August of that same year and lasting through the NFL Season for each NFL Team (“Service Tier Selection Notice”), unless otherwise directed by City pursuant to Section 6.2.

(a) If City does not deliver its Service Tier Selection Notice by such deadline, then:

(1) for the first Financial Reporting Period it shall be presumed that City has selected Service Tier 1; and

(2) for any other Financial Reporting Period it shall be presumed that City has selected the same Service Tier(s) that were most recently in effect.

5.3.2 Changes to Service Tier. During the Term, the City may change its Service Tier Selection(s) at its sole discretion as more particularly set forth in Section 6.2.

5.4 City-Provided Equipment.

In the event City provides equipment for the Program or Operator’s service obligations pursuant to this Agreement (“City-Provided Equipment”) Operator acknowledges and agrees that:

(a) Prior to the date on which Operator first begins to use any City-Provided Equipment, Operator had or will have had the opportunity to inspect City-Provided Equipment;

(b) Operator has or will have assured itself that all City-Provided Equipment is in good operating condition and state of repair as of the date that the same is being made available to Operator;

(c) Operator accepts all City-Provided Equipment in “AS IS” condition, “WITH ALL FAULTS AND DEFECTS”, known and unknown, suspected and unsuspected, and without warranty or representation, express or implied; and

(d) City shall have no obligation or liability respecting the City-Provided Equipment, its fitness for purpose or its condition.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
5.5 City Program Parking Lots.

5.5.1 City Program Parking Permits. The parking inventory at City Program Parking Lots available for use by Operator shall be subject to rights of holders of parking permits issued by City in accordance with applicable City ordinances and resolutions. City will periodically update Operator on the number of such issued and outstanding parking permits. Where parking permits do not guarantee availability, City nevertheless may withhold parking spaces from inventory available to Operator in order to accommodate permit holders.

5.5.2 Right of Entry. During the Term, City hereby grants to Operator a irrevocable non-exclusive right of entry to City Program Parking Lots for the purpose of performing Operator's obligations under this Agreement. Such right of entry shall automatically expire when the Term ends. Notwithstanding any other provision of this Agreement, Operator acknowledges and agrees that the rights granted to Operator with respect to City Program Parking Lots are limited to such right of entry, which right of entry may be terminated by City in accordance with the terms of this Agreement. Such right of entry shall automatically expire upon termination of this Agreement. Operator shall not use City Program Parking Lots for any use other than as expressly authorized in this Agreement or otherwise expressly authorized by City in writing. Nothing in this Agreement shall be construed as granting to Operator a possessory interest in City Program Parking Lots. Operator acknowledges that City may enter City Program Parking Lots at any time and for any purpose.

5.5.3 Condition of City Program Parking Lots. Operator, on behalf of itself and all Operator Parties, acknowledges and agrees that City Program Parking Lots are being provided for Operator’s management, operation and/or use (as applicable) in their “AS IS, WHERE IS” condition, and “WITH ALL FAULTS AND DEFECTS”, known and unknown, suspected and unsuspected, and without warranty or representation, express or implied, and without any improvements or alterations to be made or constructed by City, except as specifically set forth in this Agreement. Operator, on behalf of itself and all Operator Parties, acknowledges and agrees that Operator has performed its own due diligence on all matters relating to City Program Parking Lots. Any "as-built" drawings, utility matrices, or other technical information (including, but not limited to architectural drawings) provided by City may not be accurate or complete. Operator and Operator Parties’ use of or reliance on any such information shall be at their sole risk, and City shall have no liability arising therefrom.

5.5.4 Alterations to City Program Parking Lots. Operator shall not make any improvements or alterations to any of City Program Parking Lots without the prior written approval of City in its sole discretion. Any unauthorized improvements or alterations made by Operator shall be removed at Operator's sole cost and expense and any damage to such City Program Parking Lots shall be promptly repaired, and if not removed and repaired within ten days of demand from City, City may remove such improvements or alterations and restore such City Program Parking Lots, at Operator's sole cost and expense.

5.5.5 Utilities. City will pay for the electrical and water utilities serving City Program Parking Lots in accordance with Section 5.5.5. Notwithstanding any other provision of this Agreement, City shall not be liable or responsible for any unavailability, failure, stoppage, interruption or shortage of any utilities or other services, regardless of the reason or cause of such unavailability or interruption or by whom caused.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
5.6 Remote Program Parking Lots.

5.6.1 City Inspection of Remote Program Parking Lots. As part of the right of entry set forth in Section 4.11.3(a), City shall have the right to inspect all Remote Parking Lots (a) at least once each year during the Term prior to the start of each NFL Season, and (b) at any time during the Term upon one days' notice to Operator. Operator shall be available and on-hand during any City inspection to respond to any City questions or concerns that may arise.

5.6.2 Approval for Enrollment. Enrollment of Remote Program Parking Lots, other than those identified in EXHIBIT C, requires City's prior written approval as set forth in Section 6.5. If the owner or operator of any Remote Parking Lot or proposed Remote Parking Lot is Operator or any corporate affiliate of Operator (including any entity controlling, controlled by or under common control with Operator or the Guarantor), then the lease or other agreement between Operator and such owner or operator shall be subject to City's prior written approval.

5.7 Design, Construction and Operation of ITF.

5.7.1 ITF Right of Entry. City hereby grants to Operator a revocable non-exclusive right of entry to the ITF for the purpose of performing Operator's obligations under this Agreement. Notwithstanding any other provision of this Agreement, Operator acknowledges and agrees that the rights granted to Operator with respect to the ITF are limited to such right of entry, which right of entry may be terminated by City in accordance with the terms of this Agreement. Operator shall not use the ITF for any use other than as expressly authorized in this Agreement or otherwise expressly authorized by City in writing. Nothing in this Agreement shall be construed as granting to Operator a possessory interest in the ITF. Operator acknowledges that City may enter the ITF at any time and for any purpose.

5.7.2 ITF Design. City, at its sole expense, will prepare or cause to be prepared the design documents and drawings for the ITF, building upon the ITF schematics attached as EXHIBIT D. The final designs and drawings prepared by City and its design consultant for the ITF will be directed at assuring that the ITF will efficiently and safely accommodate and handle the size and number of Shuttles Operator plans to deploy on NFL Game Days and passenger loading, unloading, queuing and circulation.

5.7.3 NOT USED

5.7.4 NOT USED

5.7.5 Maintenance and Repair. Except as provided in Section 4.9.5(b)(3), City shall be responsible for all repairs and major maintenance at the ITF.

5.7.6 Utility Service and Costs.

(a) City shall be responsible for electric, water and other utility service and bills for utility usage at the ITF.

(b) Notwithstanding any other provision of this Agreement, City shall not be liable or responsible for any unavailability, failure, stoppage, interruption or shortage of any utilities or other services, regardless of the reason or cause of such unavailability or interruption or by whom caused.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement 38
5.8 Staging Areas.

5.8.1 ITF Staging Area. City shall provide, without charge to Operator, a Staging Area consistent with City’s TMOP to assist with Shuttle ingress and egress at the ITF. City shall have the right to modify or relocate the Staging Area, so long as the modified or relocated Staging Area provides Operator with capacity reasonably necessary for staging Shuttles for ingress and egress at the ITF in accordance with this Agreement.

5.8.2 Additional ITF Staging Area. If it is determined that additional Staging Area is needed for Operator to provide Shuttle Services to the ITF in accordance with this Agreement, City and Operator shall work cooperatively to mutually identify and set aside space and locations for additional Staging Area sufficient for Operator to provide Shuttle Services in accordance with this Agreement. As an Eligible Expense, Operator shall bear the cost of assembling, renting, improving and maintaining any such additional Staging Area.

5.8.3 City Program Parking Lots Staging Area. City may in its sole discretion assist Operator in identifying and assembling one or more staging areas for pickup and drop-off at City Program Parking Lots. City shall have no responsibility or obligation to provide or assist Operator with obtaining any staging area Operator may need at or in the vicinity of City Program Parking Lots.

5.8.4 Remote Program Parking Lots Staging Area. City shall have no responsibility or obligation to provide or assist Operator with obtaining any staging area Operator may need at or in the vicinity of Remote Program Parking Lots.

5.9 City Traffic Management.

5.9.1 Development of City’s Transportation Management and Operations Plan. Operator acknowledges, understands and agrees that:

(a) City’s Transportation Management and Operations Plan (“TMOP”) is in the development and planning stage, will remain fluid, and the outcome of the planning process may depend on public comment, financial feasibility, traffic study and analysis, and other factors;

(b) The schedule for implementing potential elements of City’s TMOP is uncertain, and potential elements may take many years to be implemented, if at all;

(c) City is under no contractual or other obligation toward Operator to implement City’s TMOP or any particular measure for managing traffic on NFL Game Days; and

(d) Operator is not relying on implementation of City’s TMOP or any particular measure for managing traffic on NFL Game Days in order to carry out the Services in accordance with this Agreement.

5.9.2 Operator Participation in Plan. Operator is encouraged to engage with City with respect to the planning process for City’s TMOP. City will consider in good faith Operator’s
suggestions and comments for City's TMOP, without City obligation, however, to adopt the same.

5.10 Effect of City Reviews, Inspections, Tests, Determinations and Approvals.

Operator acknowledges and agrees that review, inspection, testing, determination, comment, exception, objection, rejection, approval, disapproval, acceptance, concurrence, certification or other action, or failure to conduct any such activity, by or on behalf of City:

(a) Is solely for the benefit and protection of City;
(b) Does not constitute approval or acceptance by City of Operator's performance of its obligations in accordance with this Agreement;
(c) Does not alter, waive, diminish or otherwise prejudice any rights, remedies or powers that City has under this Agreement or otherwise;
(d) Does not limit Operator's obligation to fulfill, or relieve Operator from compliance with, the requirements of this Agreement;
(e) Does not create or impose any duty upon City toward Operator to cause Operator to fulfill the requirements of this Agreement;
(f) Shall not be deemed or construed as any kind of warranty, express or implied, by City;
(g) Shall not be deemed or construed as any assumption of risk by City as to the performance or quality of the Services;
(h) May not be relied upon by Operator or used as evidence in determining whether Operator has fulfilled the requirements of this Agreement; and
(i) May not be asserted by Operator against City as a legal or equitable defense to, or as a waiver of or relief from, Operator's obligation to fulfill the requirements of this Agreement.

5.11 City Responses to Submittals from Operator.

5.11.1 Types of Submittal Responses. City's responses to Operator's submittals or requests will consist of the following types. Submittals are subject to City comment under Section 5.11.1(b) unless this Agreement indicates a different type of review for a submittal. Unless otherwise explicitly stated in this Agreement, City responses to Operator submittals under this Agreement are subject to the timelines set forth in this Section 5.11.

(a) Submittals for information. Submittals for information do not include any deadline for City to respond. City may provide comments at any time or not at all.

(b) Submittals for comment. For any submittal subject to comment, City may respond at any time or not at all. Operator is only required to resubmit a submittal if City responds within 30 days that resubmittal is required or if City
later identifies a significant non-compliance. City responses include: (a) no comments; (b) comments, resubmittal not required; or (c) comments, resubmittal required.

(c) Submittals for approval or acceptance. For any submittal or request subject to City approval or acceptance, City will have 30 days to respond, unless this Agreement specifies a longer or shorter period to act for a particular submittal. The period for City to respond shall be extended by the period of any delay in City's review caused by events beyond City's reasonable control or by any act, omission, breach, fault or negligence of Operator. City responses include: (a) approved or accepted; (b) approved or accepted with comments, resubmittal or further request not required; or (c) not approved or not accepted with comments, resubmittal or further request required. Failure of City to respond within the applicable time period shall not constitute or be deemed an approval or acceptance.

5.11.2 Standards for City's Approval or Acceptance.

(a) If City approval or acceptance is required for a submittal or other matter and this Agreement does not state a standard for City approval or acceptance of such submittal or matter, the standard shall be reasonableness (i.e., whether a reasonable person under the circumstances would find justification for the response or decision).

(b) If City approval or acceptance is required for a submittal or other matter and the stated standard is City's good faith discretion, City's decision shall be binding unless Operator proves the City was arbitrary and capricious in withholding or conditioning its approval or acceptance.

(c) If City approval or acceptance is required for a submittal or other matter and the stated standard is City's sole or absolute discretion, then City's decision shall be final, binding and not subject to dispute resolution.

5.11.3 Operator Actions on City's Responses.

(a) Operator shall respond in writing to all of City's comments (including any exceptions, objections, rejections and disapprovals) relating to a submittal or other matter and, subject to Sections 5.11.1 and 5.11.1(c), shall make modifications to the submittal or other matter as necessary to fully reflect and resolve all such comments prior to executing the work or services identified in or affected by the submittal or other matter.

(b) If a submittal or other matter is subject to City's approval or acceptance, Operator may not proceed without receiving City's written approval or acceptance, as applicable.
ARTICLE 6.
CHANGES / CHANGE ORDERS

6.1 Change Orders Generally.

All Change Orders or other changes to the Services shall comply with the provisions of this Article 6. No alteration, modification or supplement to this Agreement or the nature of the Services to be performed hereunder, including any extension of time for performance or any adjustment to financial terms, shall in any way affect the obligations of Operator under this Agreement, unless in writing, signed and dated by City (or City's designee).

6.2 Changes to City's Service Tier Selection

City shall have the right at any time during an NFL Season to change the Service Tier Selection that will govern Operator's provision of Services under this Agreement for the balance of such NFL Season. This right is in addition to City's right to select a Service Tier at the beginning of each NFL Season pursuant to Section 5.3.

6.2.1 Notice to Operator

City may change its Service Tier Selection by delivering written notice to Operator of such change ("Service Tier Change Notice").

6.2.2 Decrease in Service Tier Selection

Upon receipt of a Service Tier Change Notice from City for a decrease in the Service Tier, Operator shall have 10 Business Days to implement necessary changes. LAZ shall be solely responsible for managing the effects of any decrease in Service Tier with respect to reservations currently in the OPR System, including communicating any changes to the public as needed, canceling existing reservations and re-booking as needed.

6.2.3 Increase of Service Tier Selection

Upon receipt of a Service Tier Change Notice from City for an increase in the Service Tier, Operator shall have a reasonable amount of time through diligent efforts to adjust its operations accordingly.

6.3 Changes to Shuttle Hours of Operation and Inventory

City shall have the right to freely adjust and reallocate Shuttle Hours of Operation, Shuttle inventory, or both, to respond to and accommodate changing demand and use patterns without being subject to additional cost liability and without changing the Service Tier, including the right to reduce or increase Shuttle Hours of Operation, Shuttle inventory, or both, for one or more NFL Games so long as (a) City provides Operator with at least one week’s prior notice of such change, (b) the total Shuttle Hours of Operation resulting from the change do not exceed the aggregate maximum Shuttle Hours of Operation contemplated under the then-current Financial Model for the applicable Service Tier, and (c) the total number of Shuttles mobilized for a given NFL Game Day resulting from the change do not exceed the aggregate maximum Shuttles contemplated under the then-current Financial Model for the applicable Service Tier.
Such changes in the Shuttle Hours of Operation and Shuttle inventory shall not affect the applicable Liability Cap.

6.4 Changes to Scope of Services / Changes to Structure of Service Tiers

At any time during the Term, City may modify or change the structure of Operator's provision of Services under this Agreement, including adding and/or removing Service Tier Levels and identification of additional transit points for routes to and from the ITF, which may include but is not limited to the Metro Green Line and Metro Crenshaw-LAX Line stations. This right shall be in City's sole discretion. City may, but is not obligated to, consult with Operator regarding any such modifications/changes. Operator shall fully cooperate with City regarding any City requests for information relating to a prospective change to the structure of the Service Tier Levels.

6.5 Changes to Program Parking Lot Inventory

Pursuant to Section 4.2.5(b), Operator will from time to time make recommendations to the City regarding changes to Program Parking Lots, including recommendations for adding to or removing parking facilities as Program Parking Lots. City on its own initiative may also recommend changes, removals and additions. Each Party will consider these recommendations from the other Party in good faith; and each proposed change, addition or removal of Program Parking Lots shall be subject to mutual approval through good faith negotiation and the subsequent execution of a written Change Order.

6.6 Changes to Parking Fee and Shuttle Fare

Changes to Parking Fees and Shuttle Fares are subject to Article 9.

6.7 Changes to City Surcharge and Access Fees

City shall solely determine the amount of the City Surcharge to be included in the Shuttle Fare and the amount of any Access Fee to be charged to third-parties participating in any Access Fee Program. City may, but is not obligated to, consult Operator and request Operator's input regarding any prospective changes to the City revenue streams identified below. Operator shall cooperate fully with any such requests for information from City.

6.8 Other Changes.

6.8.1 Operator-Requested Changes.

(a) Operator may submit a request on a form approved by City ("Operator Change Request") to request approval of changes to the requirements of the Services under this Agreement.

(b) The Operator Change Request shall state Operator’s detailed estimate of net impacts (positive and negative) on Gross Revenues, Eligible Expenses and schedule attributable to the requested change, the effect (if any) of the requested change on Operator’s performance of obligations under this Agreement and any other information related to carrying out the requested change.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
(c) City may accept or reject an Operator Change Request proposed by Operator for any reason or for no reason in City’s sole discretion. If City is prepared to accept an Operator Change Request, the Parties shall engage in good faith negotiations to reach agreement on the terms of a Change Order.

6.8.2 City-Directed Changes.

(a) At all times during the Term, the City shall have the right (but not the obligation) to add, delete, modify or change:

(1) the Services operated and managed by Operator under this Agreement, to the terms and conditions respecting availability, operation and maintenance of the ITF or Program Parking Lots; and

(2) the terms and conditions for providing the Services, whether temporary or permanent, as may be deemed necessary or appropriate in City’s sole discretion.

(b) City may provide Operator with prior notice regarding a potential or anticipated City-directed change. If City provides such notice to Operator, Operator shall diligently confer with City regarding the potential change and, within 30 days after such notice, shall provide to City a detailed estimate of net impacts (positive and negative) on Gross Revenues, Eligible Expenses and schedule attributable to the proposed change.

(c) Such right may be exercised during the Term by giving Operator 30 days’ prior written notice of such change to the Services. However, in the event of emergency circumstances, only a shortened notice period shall be required, as City determines is safe or prudent under the circumstances.

(d) Operator agrees to manage and operate the Services as so modified pursuant to this Section 6.8.2, in accordance with this Agreement.

(e) Approved additions, deletions, modifications and changes shall be documented by a Change Order, which shall provide for additional compensation to Operator for the provision of additional services.

(f) This Section 6.8.2 shall not apply to City-directed changes to Program Parking Lots made pursuant to Section 6.5 or changes to the Service Tier Services set forth in Section 4.2.6.

6.9 Change Orders / Effect of Changes.

6.9.1 Change Orders. The Parties shall execute a written Change Order in connection with any change under Sections 6.1 through 6.6.

6.9.2 Plan Update. In connection with any Change Order, Operator shall provide, at City’s request, proposed updates and revisions to the Financial Models and applicable elements of the Business and Operations Plans. Such updates and revisions shall be subject to City’s approval.
6.9.3 **Changes to Operator Compensation.** The Parties shall negotiate in good faith to make such changes to the scope of Services as can be mutually agreed upon. Where a change in the Services or the terms and conditions for providing such Services results in a change in cost to Operator for its provision of the Services, Operator and City may enter into negotiations for a change in compensation paid to Operator. If the Parties cannot come to an agreement on the amount of any change in compensation, no change shall occur. Any changes mutually agreed upon by the Parties shall have no effect unless in the form of a written amendment to this Agreement or written Change Order, signed by both Parties.

6.9.4 **No Changes to Share of NOI.** Unless otherwise agreed by the Parties, each in its sole discretion, no changes to the Parties’ respective share of Net Operating Income shall occur as a result of a Change Order, whether City-directed or the result of an Operator Change Request.

6.9.5 **Disputed Change Orders Pursuant to City-Directed Change.** In the event of any dispute with respect to a City-directed Change Order, Operator shall proceed with implementing the change as directed by City, with the dispute to be subsequently resolved through the dispute resolution procedures set forth in Article 19. The Parties agree to use reasonable efforts to resolve any such disputes as quickly as possible. The Parties may agree to omit any steps or shorten the time periods in Article 19 in order to hasten resolution.

6.10 **Deviations.**

6.10.1 **Generally.**

Operator may, in accordance with this Section 6.10, provide a written request to City for approval of certain minor changes to the Services or terms and conditions applicable to Services that do not materially impact schedule, Eligible Expenses or Gross Revenues ("Deviations").

6.10.2 **City Review of Requested Deviation.**

City may approve, approve with conditions or disapprove an Operator-requested Deviation in its sole discretion. City may also elect to process an Operator-requested Deviation as an Operator Change Request under Section 6.8.1. City may approve Deviations on a "no-cost" basis, and in such event shall not require a Change Order. Any other change in the requirements of this Agreement shall require a Change Order. City’s failure to issue a written approval of a Deviation within 15 Days after receipt of a written application from Operator shall be deemed a disapproval of such Deviation request.

**ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 **Representations and Warranties of Operator.**

Operator hereby makes the following representations and warranties to City, each of which is material and being relied upon by City, as of the date of this Agreement, which representations and warranties shall survive the expiration or termination of the Agreement.
(a) Operator is duly organized, validly existing and in good standing under the laws of the state of its organization, and is qualified to do business in the State of California, and the persons executing this Agreement on behalf of Operator have the full right and authority to execute this Agreement on behalf of Operator and to bind Operator without the consent or approval of any other person or entity. Operator has full power, capacity, authority and legal right to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement is a legal, valid and binding obligation of Operator, enforceable in accordance with its terms.

(b) As of the date of this Agreement the representations and warranties of Operator contained in Operator’s Proposal and in any financial statement or other materials provided by Operator are true, correct and complete in all material respects, and are hereby restated in full in this Agreement.

(c) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action of Operator’s governing body.

(d) Each person executing this Agreement on behalf of Operator has been duly authorized to execute and deliver this Agreement.

(e) This Agreement has been duly executed and delivered by Operator.

(f) Neither the execution and delivery by Operator of this Agreement, nor the consummation of the transactions contemplated hereby, is (or at the time of execution will be) in conflict with or has resulted or will result in a default under or a violation of the governing instruments of Operator or any other agreement or instrument to which Operator is a party or by which it is bound.

(g) The Financial Models included in EXHIBIT F (i) were prepared by or on behalf of Operator in good faith, (ii) fully disclose all cost, revenue and other financial assumptions and projections that Operator has used in preparing them, and (iii) as of the Effective Date represent the projections that Operator believes in good faith are the most realistic and reasonable for the Services; provided, however, that such projections:

1. are based upon a number of estimates and assumptions;
2. are subject to business, economic and competitive uncertainties and contingencies; and
3. accordingly, are not a representation or warranty that any of the assumptions are correct, that such projections will be achieved or that the forward-looking statements expressed in such projections will correspond to actual results.

(h) Operator and its subcontractors are fully experienced and properly qualified, licensed, equipped, organized and financed to perform Operator’s obligations under this Agreement.
(i) Throughout the Term, Operator and its subcontractors shall maintain all required authority, licenses, certifications, professional ability, skills and capacity to perform Operator's obligations under this Agreement.

(ii) Operator, consistent with Good Industry Practice, has conducted reasonable inspections of the ITF and has reasonable grounds for believing and does believe that the ITF is suitable for use by Operator in performing its obligations under this Agreement.

7.2 Representations and Warranties of City.

City hereby makes the following representations and warranties, each of which is material and being relied upon by Operator, is true in all respects as of the date of this Agreement, and shall survive the expiration or termination of the Agreement.

(a) City has full power, right and authority to execute and deliver this Agreement, and City has full power, right and authority to perform its obligations under this Agreement.

(b) Each person executing this Agreement on behalf of City has been duly authorized to execute and deliver this Agreement.

(c) This Agreement has been duly executed and delivered by City.

ARTICLE 8.

SUBCONTRACTING AND LABOR

8.1 Subcontractors.

8.1.1 Use of Subcontractors. Operator may, with the prior written approval of City in its good faith discretion, enter into subcontractors for certain aspects of the Services to be provided by Operator. All such subcontractors shall be qualified, experienced and capable in the performance of the portion of the Services or work assigned.

8.1.2 Copies of Subcontracts. Operator shall provide City with copies of all subcontracts (and modifications thereto) within three days of execution.

8.2 Requirements for Subcontracts.

Each subcontract shall:

8.2.1 Include terms and conditions sufficient to ensure compliance by Operator with the applicable requirements of this Agreement;

8.2.2 Expressly include the requirements and provisions set forth in this Agreement applicable to subcontractors regarding Intellectual Property rights and licenses;

8.2.3 Expressly include a provision in substantially the same form as set forth in Section 12.2 providing that subcontractors assume the risk of site conditions and waiver and discharge of Claims against City and City Agents with respect to the condition of City Program Parking Lots;

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
8.2.4 Expressly include an obligation in favor of City to make City whole for any loss, damage or destruction of City property caused by the subcontractor's negligence or misconduct, substantially in the same form as set forth in Section 12.4.1.

8.2.5 Expressly include a waiver and discharge of Claims against City and City Agents arising out of damage to or destruction of the subcontractor's property, substantially in the same form as set forth in Section 12.4.2.

8.2.6 Expressly include a waiver and discharge of Claims against City and City Agents respecting suits and proceedings, substantially in the same form as set forth in Section 12.4.2.

8.2.7 Expressly include requirements that the subcontractor will:

(a) maintain usual and customary books and records for the type and scope of operations of business in which it is engaged; and

(b) permit inspection and audit thereof by City with respect to the scope of the subcontract upon two days' prior written notice.

8.2.8 Expressly provide that any purported amendment with respect to any of the foregoing matters without the prior written consent of City shall be null and void.

8.3 Prompt Payment of Subcontractors.

In connection with any work of improvement that may be performed pursuant to this Agreement, Operator shall comply, and shall cause each subcontractor to comply, with the provisions of Business and Professions Code section 7108.5, California Civil Code sections 8122-8138, and any other applicable Law relating to prompt payment of contractors and subcontractors and waivers and releases by them of stop payment notices and payment bond rights.

8.4 Labor Requirements

8.4.1 Local Hiring and Local Vendors Goals and Commitment.

(a) The City of Inglewood strives to connect all City residents to employment opportunities throughout the City, including those who may face barriers to employment, in an effort to create vocational pathways and employment opportunities for City residents and to maximize and facilitate local resident access to City projects and City economic development activities. City has established a goal for the hiring and retention by Operator and its subcontractors of residents of the City for at least 35% of the employment positions devoted in whole or in part to Operator's performance of this Agreement.

(b) Operator shall undertake good faith efforts, in accordance with the Local Hiring Plan, to meet such local hiring and retention goal through:

(1) the employment of qualified persons whose principal residence is within City boundaries; and
the retention of local vendors and businesses as subcontractors under this Agreement.

8.4.2 Prevailing Wage. Services and related work performed may require payment of prevailing wages. Operator is obligated to make the determination of whether the payment of prevailing wages is applicable to work performed by Operator in connection with this Agreement, and Operator shall be bound by and comply with applicable provisions of the California Labor Code and federal, state, and local laws related to labor, including, but not limited to, assuming all obligations and responsibilities under the California Labor Code related to prevailing wages, apprenticeship and recordkeeping that require compliance by the contracting or awarding agency or body (i.e., the City) when work requires payment of prevailing wages under the applicable federal or California law. Operator shall obtain the applicable wage determination for each craft, classification or worker, which is on file at the Office of Contract Compliance, Bureau of Contract Administration, in City of Inglewood, or which may be obtained from the California Department of Industrial Relations. Operator shall indemnify, defend and pay or reimburse City for any damages, penalties or fines (including, but not limited to, attorney's fees and costs of litigation) that City incurs, or pays, as a result of Operator's noncompliance with applicable prevailing wage and apprenticeship laws in connection with the work performed in connection with this Agreement.

8.4.3 No Solicited Gratuitities. Operator, its subcontractors, and their respective employees are prohibited from soliciting gratuities. Operator is responsible for ensuring that all of Operator's personnel refrain from such prohibited solicitation. Notwithstanding the foregoing, Operator's or its subcontractors' employees are not prohibited from accepting unsolicited gratuities.

ARTICLE 9. PRICING OF SERVICES

9.1 Parking Fees.

Unless otherwise approved by the Parties, the per vehicle Parking Fee (exclusive of City taxes) that Operator shall charge at:

(a) City Program Parking Lots and any replacement(s) thereof or additions thereto shall be a minimum of $38.00;

(b) the Southwest College Parking Lot shall be a minimum of $28.00; and

(c) Tier 3 Program Parking Lots shall be a minimum of $28.00.

9.2 Changes to Parking Fees

Operator may adjust the per vehicle Parking Fees from time to time and on a per-event basis based on Operator's business judgment of what is in the best interests of the Program, provided that:

(a) All such changes, including reductions below the minimum Parking Fees set forth in Section 9.1, shall be subject to City's prior approval;
(b) Operator shall provide City with supporting data and rationale for recommended adjustments and confer with City on the same in advance; and

(c) Changes to the Parking Fees for City Program Parking Lots shall not be inconsistent with any applicable rate limits set forth in City ordinances and resolutions of the City Council.

9.3 Shuttle Fares.

Unless otherwise approved by the Parties, or unless increased due to a City increase in the City Surcharge, the price per roundtrip shuttle ride (the "Shuttle Fare") shall be $7.00 for those who pre-purchase their shuttle tickets via the OPR System and $9.50 for walk-on shuttle passengers. A $1.00 surcharge is included within each Shuttle Fare ("City Surcharge"), and City Surcharge revenue shall be subject to the requirements in Section 11.3.2.

9.4 Changes to Shuttle Fare

If, at any time after the first NFL Season, either Party wishes to modify the Shuttle Fare for one or more Program Parking Lots, the Parties shall consult with one another and negotiate in good faith to determine the amount of any increase or decrease, if any, in the Shuttle Fare to apply and on what timeline. All such changes shall be subject to mutual approval. Notwithstanding the foregoing, the Shuttle Fare shall automatically increase by the amount of any increase in the City Surcharge that the City elects to implement as provided in Section 6.7.

9.5 Notice of Rates

Operator shall ensure that the current rates for public automobile parking and for Shuttle Services on NFL Game Days will be posted:

(a) on NFL Game Days at each entrance to the Parking Lots on clearly legible signs, of a type and character approved by City; and

(b) at all times on the OPR System.

Operator shall also ensure that all posted rates shall include all state and local taxes and surcharges, including those of the City.

9.6 OPR Reservation Fee

The OPR Reservation Fee shall be no more than $3.25 per vehicle and $0.70 per shuttle ticket. LAZ shall retain 100% of the OPR Reservation Fees collected.

9.7 Advertising and Other Services

(a) Operator shall control and determine the pricing for advertising it offers on the OPR System or otherwise in connection with the Services, including advertising on and in Shuttles. For the avoidance of doubt, all advertising revenue shall constitute Gross Revenue under this Agreement.
(b) Except as provided otherwise in this Agreement, Operator shall determine the pricing for any other work or services it offers to third parties under this Agreement.

ARTICLE 10.
PAYMENT AND COLLECTION OF PROGRAM REVENUES

10.1 Forms of Payment

(a) Credit Cards. Operator shall ensure the OPR System and any physical purchase points or handheld devices used at the Parking Lots for Operator’s collection of Parking Fees, Shuttle Fares and other amounts are authorized to accept Visa, Mastercard, Discover and American Express credit cards. If additional payment methods become available, Operator shall work to incorporate them into the OPR System to diversify payment options for users. All payment methods accepted by Operator are subject to City’s prior approval. Additional credit and/or debit cards may be authorized by City for payment of Parking Fees at City Program Parking Lots upon prior written notice to Operator. City may restrict or prohibit any or all credit and/or debit cards as a method of payment at City Program Parking Lots upon prior written notice to Operator.

(b) Credit Card Fees. Operator shall directly pay any fees charged by credit card issuers and processors, and City shall have the right to charge Operator for such costs if paid by City with respect to credit transactions at City Program Parking Lots. City has the right to change its designated credit card merchant processor from time to time during the Term.

(c) Cash Payments. Operator may accept cash as payment for any Parking Fees or Shuttle Fares.

(d) Checks. Operator shall not accept checks as payment for any Parking Fees or Shuttle Fares.

10.2 Payment Card Industry Data Security Standard.

(a) The provisions set forth in this Section 10.2 apply to Operator, who is a “Service Provider” who either itself, or through a processor, its agent, or subcontractor, stores, processes, handles or transmits cardholder data in any manner in connection with this Agreement, including but not limited to the OPR System. For purposes of this Section 10.2, the term “Cardholder Data” means personally identifiable data about the cardholder (i.e. the card number, card expiration date in combination with the card number, cardholder name in combination with the card number track data/magnetic stripe or microchip, verification numbers CVV2, CVC2, CID, and PIN block). This term also accounts for other personal insights gathered about the cardholder (i.e., addresses, telephone numbers, and so on), assigned by the card issuer that identifies the cardholder’s account or other cardholder personal information. For purposes of this Section 10.2, a “Service Provider” means any person or entity that maintains, processes, transmits or otherwise is permitted access to
Cardholder Data, including but not limited to providing such services directly or indirectly to City. "Customer Information" shall include cardholder data and other information that may be linked to an individual using the Services and/or information used to identify such individual.

(b) Operator shall implement and maintain PCI Data Security Standard Requirements for Cardholder Data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available at https://www.pcisecuritystandards.org/. As evidence of compliance, Operator shall provide, when requested, current evidence of compliance with these data security standards certified by a third party authority recognized by the payment card industry for that purpose.

(c) Operator shall maintain and protect in accordance with all applicable federal, state, local laws, rules and regulations the security of all Cardholder Data when performing the Services on behalf of City. Operator shall use reasonable precautions, including but not limited to, physical, software and network security measures, employee screening, training, and supervision and appropriate agreements with employees, to prevent anyone other than City or its authorized employees from monitoring, using, gaining access to or learning the import of the Cardholder Data; protect appropriate copies of Cardholder Data from loss, corruption or unauthorized alteration; and prevent the disclosure of passwords and other access control information to anyone other than authorized City employees.

(d) Operator shall indemnify, defend, protect and hold harmless City, volunteers and City Agents from and against any and all claims, losses damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, cost or expenses of whatever kind without limitation, including reasonable attorney’s fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any Third Party Claim which City may be required to pay, which result from Operator’s breach of the provisions of this Section 10.2. Without limiting the generality of the foregoing, it is expressly agreed that if City pays any expenditure in connection with a breach by Operator of the provisions of this Section 10.2, the foregoing indemnity obligation shall require Operator to reimburse City the full amount of such expenditure within 30 days of City delivering written notice to Operator of City’s payment. Operator, at its sole cost and expense, shall fully cooperate with any investigation of any data loss or other breach of Operator’s obligations under this Section 10.2.

(e) The use of Cardholder Data is specifically restricted to only those applications directly pertaining to payments, including transaction authentication, or as required by applicable Law.

(f) If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for Operator, Operator shall immediately notify City, in the manner required by the PCI Data Security Standard Requirements, and provide City and the acquiring financial institution and their respective designees access to Operator’s facilities and all pertinent records to conduct
an audit of Operator compliance with the PCI Data Security Standard Requirements. Operator shall fully cooperate with any audits of their facilities and records provided for in this paragraph.

(g) Any costs incurred as a result of the breach or audit shall be the responsibility of Operator.

(h) Operator shall maintain appropriate business continuity procedures and systems to ensure availability and security of Cardholder Data in the event of a disruption, disaster or failure of Operator's primary data systems.

(i) Operator's, and its successors' and assigns', compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.

(j) Destruction of Cardholder Data must be completed in accordance with Section 9 of the PCI-DSS.

ARTICLE 11.
FINANCIAL MODELS / SHARING OF NET OPERATING INCOME AND NET OPERATING LOSS

11.1 Financial Models

11.1.1 Use of Financial Models.

(a) Calculation of NOI and NOL shall be determined using the Financial Models set forth in EXHIBIT F.

(b) In determining NOI or NOL for a given Financial Reporting Period, the Parties shall input actual Gross Revenues and actual Eligible Expenses into the then-applicable Financial Models.

(c) The Parties shall apply the resulting outputs of the then-applicable Financial Models to determine their respective shares of any NOI pursuant to Section 11.6 or respective allocation of any NOL pursuant to Section 11.6 (as the case may be).

11.1.2 Financial Model Updates.

(a) The Parties will update the Financial Models as and when provided in Sections 4.6.3(a)(4) and 6.9.2. The Parties may also mutually agree, each in its sole discretion, to update the Financial Models to reflect the effect of operational refinements or for other reasons.

(b) Whenever the Parties update or revise the Financial Models pursuant to this Agreement, there shall be no change to the line item categories or formulas embedded in the Financial Models attached hereto as EXHIBIT F unless otherwise mutually approved by the Parties, each in its sole discretion.
11.2 NOT USED.

11.3 Revenues.

11.3.1 Operator Responsibility for Revenue Control and Collection.

(a) Revenue Control / Collection of Gross Revenues. Operator shall be fully and solely responsible for the collection, safekeeping and deposit of all Gross Revenues. Operator shall charge and collect from all persons utilizing the Parking Lots and Shuttle Services the applicable fees and charges established from time to time for such use.

(b) Operating Account for Deposit of Gross Revenues.

(1) Operator shall establish an operating account with a federally insured bank located in California selected by City. Operator shall deposit all Gross Revenues daily into such operating account. The arrangements for said daily deposit shall be subject to City's satisfaction. The operating account shall be segregated from Operator's other accounts and shall not be used for any purpose other than depositing and distributing Gross Revenues.

(2) City will create or designate an account in the name of the City ("City Taxes and Surcharges Account") into which Operator shall deposit all City taxes and City Surcharges that Operator collects from time to time. Operator shall cause such funds to be distributed to the City Taxes and Surcharges Account on a monthly basis within the earlier of (i) the 25th day after the end of each month or (ii) two Business Days after Operator delivers its monthly parking tax filing to City pursuant to Section 16.2.4. Operator shall not permit any other Gross Revenue to be deposited in the City Taxes and Surcharge Account unless the City approves.

(3) Operator shall grant to City a first priority perfected security interest in the operating account and proceeds therein. In furtherance thereof, the Parties shall execute and deliver a security agreement in the form attached to this Agreement as EXHIBIT I, and the Parties and the banking institution holding the operating account shall execute and deliver a deposit account and control agreement in favor of and in form reasonably acceptable to City. Operator shall not permit or suffer the creation of any other lien or security interest on the operating account or proceeds therein.

(4) Operator shall authorize and direct the bank to provide City with electronic access to the operating account for the purpose of reviewing all account information and activities.

(5) Operator shall ensure that all Gross Revenues are properly and fully deposited into and properly credited to the operating account. Operator shall at all times maintain a verification procedure which will
reflect that the operating account has been credited daily with the proper amounts of Gross Revenues. Such system shall include a daily comparison of initial deposit slips with verified deposit slips returned from the bank.

(6) Operator shall reconcile all deposits and bank statements. If the bank credits the operating account with more or less than the deposited amount as indicated on the deposit slips, Operator shall maintain a record of the daily cash overages (bank credit memos) and shortages (bank debit memos). The net difference between the cumulative total of shortages (bank debit memos) during any month during the Term and the monthly cumulative total of overages (bank credit memos) shall be taken into account in determining monthly Gross Revenues. If City disputes any amounts that the bank credits to the operating account, Operator shall attempt to reconcile the differences.

(7) Operator shall pay all services charges and fees of the bank.

(8) Operator shall have the right to draw funds from the operating account only to pay:

(i) Distributions to the City Taxes and Surcharges Account;
(ii) Eligible Expenses as and when payment is due;
(iii) Operator’s Management Fee;
(iv) Distributions of NOI to City;
(v) Distributions of NOI to Operator; and
(vi) Distributions of NOL to Operator to cover any NOL for a given Financial Reporting Period, up to the applicable Service Tier Liability Cap for such Financial Reporting Period.

(c) Account Structure. Operator’s structure of accounts for receiving, depositing and disbursing Gross Revenues is set forth in EXHIBIT K. City approves of such structure. Operator may modify such structure subject to City’s prior reasonable approval and to compliance with the requirements for the operating account and City Taxes and Surcharge Account in Section 11.2.1(b).

11.3.2 City Ownership of City Taxes and City Surcharge Revenue. City shall receive 100% of City taxes and City Surcharges on Program parking or Shuttle Services. Operator shall have no right to revenue collected through any City tax or surcharge on Program parking or Shuttle Services. Such funds shall be deposited as Gross Revenues pursuant to Section 11.3.1.
11.4 Eligible Expenses.

Eligible Expenses for each Financial Reporting Period shall include only those categories of expenses set forth in the Financial Models, including Operator's Management Fee except for the first Financial Reporting Period as provided in Section 3.2(b).

11.5 Sharing of Net Operating Income.

11.5.1 Distribution of NOI.

(a) **First Financial Reporting Period.** NOI for the first Financial Reporting Period shall be allocated and shared as follows:

1. First, to Operator up to its Operator's Management Fee; and
2. Second, for any remaining NOI, 50% to each Party.

(b) **Subsequent Financial Reporting Periods.** NOI for subsequent Financial Reporting Periods after the first Financial Reporting Period shall be allocated and shared as follows:

1. First, to City up to the amount of any unrecovered, cumulative NOL reimbursements respecting any prior Financial Reporting Period; and
2. Second, for any remaining NOI, 50% to each Party.

11.5.2 Timing of NOI Distributions.

(a) For each Financial Reporting Period during the Term for which there is NOI, on the last Business Day of July, Operator shall deliver to the bank that holds the operating account for Gross Revenues, with a copy to City, a certificate authorizing and directing the bank to immediately disburse from funds available in the operating account each Party's respective share (if any) of NOI for such Financial Reporting Period as set forth in Section 11.5.1.

(b) The certificate shall be in a standard form acceptable to City and the bank, and shall include instructions on transfer of the funds to the respective accounts of Operator and City.

(c) After the end of the Term, Operator shall deliver a final certificate as needed to finally disburse any funds remaining in the operating account.

(d) Within 30 days after Operator delivers its financial statement for a Financial Reporting Period, and within 30 days after completion of any audit of the financial statement pursuant to Section 16.3.3, Operator and City shall reconcile the prior payments of NOI to City with City's share of the Net Operating Income reflected in such financial statement. If Operator has underpaid City, the Operator shall pay the balance due within such 30-day period. If Operator has overpaid City, then City shall reimburse Operator the overpaid amount within 30 days after it is determined.
11.6 Allocation of NOL.

11.6.1 Service Tier Liability Caps.

(a) For each Financial Reporting Period in which NOL is incurred in providing the Services, City shall reimburse Operator the lesser of (i) such NOL incurred or (ii) the amount of the applicable Service Tier Liability Cap.

(b) The following Service Tier Liability Caps shall apply for each Service Tier per Financial Reporting Period, prorated for any partial Financial Reporting Period and subject to adjustment as set forth in clauses (d), (e) and (f) below.

(1) For the first Financial Reporting Period of the Term:

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<tr>
<td>3</td>
<td>$425,000</td>
</tr>
</tbody>
</table>

(2) For each subsequent Financial Reporting Period:

<table>
<thead>
<tr>
<th>Service Tier</th>
<th>Service Tier Liability Cap</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$400,000</td>
</tr>
<tr>
<td>2</td>
<td>$450,000</td>
</tr>
<tr>
<td>3</td>
<td>$625,000</td>
</tr>
</tbody>
</table>

(c) $315,000 of each Service Tier Liability Cap for the first Financial Reporting Period of the Term, and $315,000 of each Service Tier Liability Cap for each subsequent Financial Reporting Period (as it may be prorated for any partial Financial Reporting Period) shall be solely allocated to the City’s reimbursement obligations with respect to Operator’s management and operation of the ITF as part of the General Program Services.

(d) If the City selects a different Service Tier for each resident NFL Team, the operative Service Tier Liability Cap shall be the average of the respective Service Tier Liability Caps, of which the applicable amount set forth in clause (c) above (as it may be prorated for any partial Financial Reporting Period) shall be solely allocated to the City’s reimbursement obligations with respect to Operator’s management and operation of the ITF as part of the General Program Services.

(e) If City exercises its right to change the Service Tier during an NFL Season, then the Service Tier Liability Cap for such NFL Season shall be adjusted on a pro rata basis based on the number of NFL Games Days under each Service Tier.

(f) If City exercises its Option to Expand, then the Service Tier Liability Cap for the NFL Season in which the Major Event occurs is subject to potential adjustment as mutually determined by the Parties, through applying the 35th
percentile NOL impact, if any, under the updated Financial Models that incorporate the Gross Revenue and Eligible Expense impacts of the Major Event and then rounded down to the nearest $25,000 increment.

(g) City shall have no reimbursement obligations exceeding the applicable Service Tier Liability Cap for a Financial Reporting Period.

(h) Allocation of NOL for any Financial Reporting Period shall be as follows:

(1) First, City will reimburse Operator for any NOL up to the applicable Service Tier Liability Cap; and

(2) Second, Operator will bear any remaining NOL exceeding the applicable Service Tier Liability Cap.

11.6.2 Notice of NOL

(a) For each Financial Reporting Period during the Term for which there is NOL, on the last Business Day of July, Operator shall deliver to City a written summary of the NOL amount and calculation thereof.

(b) Upon receiving Operator's written summary of NOL and an invoice in form reasonably required by City, City shall have 60 days to pay to Operator the NOL up to the applicable Service Tier Liability Cap. During such 60 day period, Operator shall cooperate in any City requests for financial and other Program-related information for City's review.

(c) Within 30 days after Operator delivers its financial statement for a Financial Reporting Period, and within 15 days after completion of any audit of the financial statement pursuant to Section 16.3.3, Operator and City shall reconcile the prior City reimbursements of NOL using the Net Operating Loss (or Net Operating Income) reflected in such financial statement. If City has underpaid Operator, City shall pay the balance due within 30 days after it is determined. If City has overpaid Operator, then Operator shall reimburse City the overpaid amount within such 30-day period.

11.7 Late Charges and Interest.

11.7.1 If for any reason Operator does not timely deliver a proper certificate to the bank holding the operating account requesting distribution of payments to City and Operator at each interval set by City pursuant to Section 11.3.2 or on the date set forth in Section 11.5.2, as applicable, Operator shall owe interest on the amount due at the rate of 8% per annum starting on such date and continuing until the late payment is received by City.

11.7.2 If Operator underpays City's share of Net Operating Income or any other amount due to City under this Agreement, Operator shall owe interest at the foregoing rate starting on the date of the underpayment and continuing until payment is received by City, and if the underpayment is 10% or more of the total amount that was due, Operator also shall owe a late charge to City equal to 3% of the underpaid amount due City.
11.8 Disputes.

If either party disputes in good faith any calculation of Net Operating Income or of payments due to it under Section 11.5 and such dispute cannot be resolved promptly through good faith discussions between the parties, the disputing party shall have the right to deliver a certificate to the bank setting forth the amount in dispute and directing the bank to retain such disputed amount in the operating account from the other party's share of disbursements until the dispute is resolved. The parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (a) the disputing party delivers a written statement to the other party describing in detail the basis of the dispute and the amount being disputed, (b) such written statement represents that the amount in dispute has been estimated after due investigation of the facts and that such disputed amount has been estimated in good faith. Upon resolution of the dispute through settlement or adjudication, the parties shall immediately deliver to the bank a joint certificate directing the bank to disburse withheld funds in accordance with such resolution.

ARTICLE 12. RISK ALLOCATIONS

12.1 Risk Allocations Generally.

Operator acknowledges that it has conducted due diligence regarding the business and liability risks attendant the opportunity to provide Services in accordance with this Agreement, including the risk that performance as required by this Agreement may not produce profits for Operator and may result in financial loss. Except to the extent that this Agreement specifically allocates particular risks to City, Operator agrees and acknowledges that it assumes all risks, known and unknown, suspected and unsuspected, arising out or related to this Agreement or the performance of the Services hereunder. Without limiting the foregoing, this Article 12 sets forth with more particularly certain risk allocations to Operator.

12.2 Site Conditions.

12.2.1 Operator, Operator's Affiliates and subcontractors all assume the condition of City Program Parking Lots, as more particularly set forth in Section 5.5.3.

12.2.2 Operator and Operator Parties assume the risk of site conditions at all Remote Program Parking Lots.

12.2.3 City assumes the risk of site conditions affecting the design and construction of the ITF.

12.3 Environmental Compliance; Hazardous Materials.

12.3.1 Corrective Action. In the case of any Hazardous Material spill, leak, discharge, release or contamination by Operator or an Operator Party at any Program Parking Lot, the ITF, on City streets or on any other public streets, or as may be discharged or released in, on or under adjacent property which affects Operator's Services, Operator agrees to make or cause to be made any necessary corrective actions, in accordance with applicable Laws, to clean up and remove any such spill, leakage, discharge, release or contamination. If Operator fails to repair, clean up, properly dispose of, or take any of corrective actions as required herein, City
may (but shall not be required to) take all steps it deems necessary to properly repair, clean up, or otherwise correct the conditions resulting from the spill, leaks, discharge, release or contamination. Any such repair, cleanup, or corrective actions by City shall be at Operator's sole cost and expense and Operator shall indemnify and pay for and/or reimburse City for any and all costs (including any administrative costs) City incurs as a result of any repair, cleanup, or corrective action it takes.

12.3.2 **Operator's Provision.** Operator shall promptly supply City with complete and legible copies of all notices, reports, correspondence, and other documents sent by Operator to or received by Operator from any governmental entity regarding any Hazardous Material. Such written materials include, without limitation, all documents relating to any threatened or actual Hazardous Material spill, leak, or discharge, or to any investigations into or clean up of any actual or threatened Hazardous Material spill, leak, or discharge including all test results.

12.3.3 **Survival of Obligations.** This Section 12.3 and the obligations herein shall survive the expiration or earlier termination of this Agreement.

12.4 **Risk of Loss or Damage.**

12.4.1 **Loss or Damage to City Property.** If any City property is lost, damaged or destroyed as the result of negligence or misconduct of Operator or any Operator Party, then Operator shall be liable to City for the cost of the repair, replacement or restoration of such lost, damaged or destroyed property. Operator shall not be liable for loss, damage or destruction to City property from any other cause.

12.4.2 **Loss or Damage to Operator Property.** To the fullest extent permitted by law, Operator, on behalf of Operator, the Operator Parties and their respective insurers, hereby waives, releases, and discharges City and all City Agents from all Claims arising out of damage to or destruction of Operator Property used in connection with the Services, including any loss of use or business interruption, caused by any casualty, regardless of whether any such Claim results from the negligence or fault of City or any City Agent. Operator will look only to Operator's insurance coverage in the event of any such Claim. Any property insurance which Operator or any Operator Party maintains must permit or include a waiver of subrogation or waiver of right of recovery in advance of loss in favor of City and all City Agents.

12.5 **Force Majeure.**

Except as otherwise provided in this Agreement, where a day or a period of time, including a reasonable period of time, is established on or within which either Party is required to do or complete any act, matter or thing, the time for the doing or completion thereof shall be extended by the number of days on or during which such party is prevented from, or is unreasonably interfered with, the doing or completion of such act, matter or thing because of a Force Majeure Event; provided, however, that nothing contained in this Section 12.5 shall excuse Operator from the prompt payment or remittance of any amount owing to City hereunder.

12.6 **Labor Disruption.**

Operator shall bear all cost, schedule and performance risk of labor strike, labor shortage or other disruption in availability of labor needed to perform this Agreement, except for extension of time to perform for labor disruptions within the definition of Force Majeure Event.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
12.7 System Disruptions and Malfunctions.

Operator shall bear all cost, schedule and performance risk of disruption or malfunction in the performance, availability or reliability of the OPR System, of Shuttles or of any other system, equipment or property used in or affecting the delivery of the Services. Operator shall keep available a reasonable supply of backup and replacement equipment, including Shuttles, in order to mitigate such risk.

12.8 Changes in Applicable Law.

In the event that a Party is unable to perform any duty or obligation hereunder due to changes in any applicable Law, the Parties shall negotiate in good faith an amendment to this Agreement that would allow such Party to continue to perform substantially as required by this Agreement and to comply with such change in the applicable Law.

12.9 Litigation.

12.9.1 Validity of Agreement. Operator hereby waives any Claim against City and City Agents for damages or losses (including loss of anticipated profits) caused by any suit or proceeding directly or indirectly attacking the validity of this Agreement or the validity of Operator’s Proposal as a result of any action on the part of Operator, or by any judgment or award in any suit or proceeding declaring this Agreement null, void or voidable, or delaying the same, or any part hereof, from being carried out.

12.9.2 Litigation Concerning Services. Operator shall bear all risk of litigation by third parties arising out of, relating to, or impacting the provision of the Services (or the lack thereof) by Operator, including but not limited to tort litigation. Operator shall indemnify City and City Agents from Claims in any such litigation, as more particularly set forth in Section 15.1.

ARTICLE 13.
GUARANTY

13.1 Guaranty

Concurrently with the Effective Date, Operator shall furnish to City, at Operator’s sole cost and expense, an irrevocable guaranty of the faithful and timely payment and performance by Operator of all covenants and obligations of Operator contained in this Agreement (the “Guaranty”). The Guaranty shall be in form set forth in EXHIBIT 1.

13.2 Guarantor.

The Guarantor under the Guaranty shall be LAZ Karp Associates LLC. Operator shall deliver or cause the Guarantor to deliver to City, not later than 90 days after the end of each fiscal year of Guarantor, complete financial statements of the Guarantor. If, at any time during the Term the Guarantor shall, in the reasonable opinion of City, become unacceptable, City shall have the right to require a replacement Guarantor or other acceptable security for Operator’s payment and performance, which Operator shall furnish to the satisfaction of City within 30 days after written notice to do so.
ARTICLE 14.
INSURANCE

Operator shall procure at its expense, and keep in effect or cause to be kept in effect, the types and amounts of insurance specified in this Article 14.

14.1 General Insurance Requirements.

14.1.1 Qualified Insurers. Each of the insurance policies required hereunder shall be procured from an insurance carrier or company that, at the time coverage under the applicable policy commences is:

(a) authorized to do business in the State of California and has a current policyholder's management and financial size category rating of not less that "A-, VII" according to A.M. Best's Insurance Reports Key Rating Guide; or

(b) otherwise approved by City.

14.1.2 Premiums, Deductibles and Self-Insured Retentions. Operator shall timely pay, or cause to be paid, the premiums for all insurance required under this Agreement. Operator shall be responsible for and City will have no liability for any deductibles, self-insured retentions and amounts in excess of the coverage provided, except where this Agreement expressly places risk of loss or liability on City.

14.1.3 Primary Coverage. Except as expressly provided otherwise in this Article 14, all insurance policies required hereunder shall cover the Services and other activities of Operator under this Agreement and extend to all aspects of the Services and such activities, with coverage limits devoted as set forth in this Agreement. Insurance coverages under corporate insurance programs with dedicated project-specific limits and identified allocation of premiums to the Services and such activities are acceptable, provided that they otherwise meet all requirements described in this Article 14.

14.1.4 Policies with Insureds in Addition to Operator. All insurance policies that are required to insure parties (whether as named or additional insureds) in addition to Operator shall be endorsed to comply with the following provisions:

(a) The insurance policy shall be written or endorsed so that no acts or omissions of an insured shall vitiate coverage of the other insureds. Without limiting the foregoing, any failure on the part of a named insured to comply with reporting provisions or other conditions of the insurance policies, any breach of warranty, any action or inaction of a named insured or others, or any change in ownership of a named insured shall not affect coverage provided to the other named insureds or additional insureds;

(b) The insurance shall apply separately to each named insured and additional insured against which a claim is made or suit is brought, except with respect to the limits of the insurer's liability or joint defense of insureds; and

(c) All endorsements adding City as an additional insured to the required insurance policies shall contain no limitations, conditions, restrictions or
exceptions to coverage in addition to those that apply under the insurance policy generally, and shall state that the interests and protections of each such additional insured shall not be affected by any misrepresentation, act or omission of a named insured or any breach by a named insured of any provision in the policy that would otherwise result in forfeiture or reduction of coverage.

14.1.5 Additional Terms and Conditions.

(a) Each insurance policy shall be endorsed to state that coverage cannot be canceled, voided, suspended, adversely modified, or reduced in coverage or in limits (including for non-payment of premium) except after providing 30 days’ prior notice (or ten days in the case of cancellation for non-payment of premium) to City; provided, however, that:

(1) no such notice from the insurer shall be required for reduction in limits due to claims payments, and

(2) Operator may obtain as comparable an endorsement as possible if it establishes unavailability of such endorsement. Such endorsement shall not include any limitation of liability of the insurer for failure to provide such notice.

(b) The commercial general liability and automobile liability insurance policies shall cover liability arising out of the acts or omissions of Operator’s employees engaged in the Services as well as employees of subcontractors if subcontractors are covered by an Operator-controlled insurance program. If any subcontractor is not covered by such Operator-controlled insurance program, then Operator shall cause the subcontractor to provide commercial general liability and automobile liability policies to cover liability arising out of the activities of subcontractor’s employees engaged in the Services.

(c) Each insurance policy, with the exception of the cyber insurance policy shall provide coverage on an “occurrence” basis and not a “claims made” basis. The cyber insurance policy shall provide coverage on a “claims made” basis.

(d) No defense costs shall be included within or erode the limits of coverage of any of the insurance policies, except that defense costs may be included within the limits of coverage of the pollution liability policy with City’s prior written approval.

14.2 Types and Amounts of Coverage.

14.2.1 Commercial General Liability. Operator shall carry at all times during the Term commercial general liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than $1,000,000 per occurrence and $4,000,000 general aggregate, which may be satisfied by a combination of primary and excess coverage, applicable either specifically for the Services or on a per project basis. Such insurance shall include products and completed operations liability, independent contractor’s liability, broad form contractual liability, and cross liability protection. The policy shall contain
extensions of coverage that are typical for services and activities of the nature of the Services, and shall contain only those exclusions that are typical for services and activities of the nature of the Services. City, its officials, officers, employees, agents and volunteers shall be separately endorsed to the policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85. The policy shall provide a deductible or self-insured retention not exceeding $500,000 per occurrence.

14.2.2 Commercial Automobile Liability. Operator shall carry at all times from and after the Service Commencement Date commercial automobile liability (equivalent in coverage scope to ISO form CA 00 01 060 92) in an amount of not less than $2,000,000 combined single limit per accident, which may be satisfied by a combination of primary and excess coverage, applicable either specifically for the Services or on a per project basis. The policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Services, including loading and unloading. The policy shall contain extensions of coverage that are typical for services and activities of the nature of the Services, and shall contain only those exclusions that are typical for services and activities of the nature of the Services. The policy also shall cover liability arising out of pollution conditions that arise from the scope of operations of Shuttles under this Agreement. The subcontractor responsible for supply and operation of the Shuttles shall be the named insured. Operator may be a named insured or additional insured, as determined by Operator. City, its officials, officers, employees, agents and volunteers shall be named as an additional insured on an endorsement form acceptable to City. The policy shall provide a deductible or self-insured retention not exceeding $250,000 per occurrence.

14.2.3 Workers' Compensation and Employer's Liability. Prior to commencement of any labor work, Operator shall first submit to City a certificate of insurance evidencing the fact that Operator (and any relevant Operator Party) maintains workers compensation and employers liability coverage in the amounts and form required by the Workers' Compensation Act and Insurance Laws of the State of California. Such certificate shall include a Waiver of Subrogation naming and for the benefit of City and City Agents. Such certificate shall contain the applicable policy number and the inclusive date for same, shall bear an original signature of an authorized representative of the insurance carrier and shall also provide thereon that the insurance shall not be subject to cancellation except after notice to City's Director of Public Works or his/her designees, at least 30 days prior to the date of cancellation.

14.2.4 Cyber Liability Insurance. Operator shall purchase and maintain throughout the Term a technology/professional liability insurance policy, including coverage for networks security/data protection liability insurance ("cyber liability insurance") covering liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering the Services under this agreement, including operation and management of the OPR System. Such coverage shall include:

(a) Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules, or regulations globally, now or hereinafter constituted or amended;

(b) Data theft, damage, unauthorized disclosure, destruction or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate
information in whatever form, transmission of a computer virus or other type of malicious code, and participation in a denial of service attack on third party computer systems;

(c) Loss or denial of service; and

(d) No cyber terrorism exclusion.

The cyber liability policy shall have a minimum limit of $5,000,000 per claim and in the aggregate. Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulator defense and payment of civil fines, payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services). Such insurance must explicitly address all of the foregoing without limitation if caused by an employee of Operator or an independent contractor working on behalf of Operator in performing Services under this Agreement. Operator shall ensure that the cyber insurance policy provides coverage for wrongful acts, claims, and lawsuits anywhere in the world. Such insurance must include affirmative contractual liability coverage for the data breach indemnity in this Agreement for all damages, defense costs, privacy regulatory civil fines and penalties, and reasonable and necessary data breach notification, forensics, credit protection services, public relations/crisis management, and other data breach mitigation services resulting from a breach of confidentiality or breach of security by or on behalf of Operator and Operator Parties.

14.2.5 Umbrella Liability Insurance. Operator shall carry at all relevant times umbrella/excess liability insurance on a following form basis, including coverage for all named and additional insureds, with limits of $100,000,000 per occurrence and in the aggregate per policy period with limits reinstating annually and applying over the commercial general liability, automobile liability, and employer's liability policies. Operator may satisfy the coverage requirement via an ISO form CG 25 03 endorsement to a corporate general liability policy.

14.3 Waiver and Modification of Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made in writing by the City Attorney. City shall review all waiver and modification requests on a case-by-case basis. Requests may be approved or denied in City's sole discretion.

14.4 Verification of Coverage.

14.4.1 Operator shall deliver to City a written binder of Operator's insurance policies and coverage information in a form reasonably acceptable to City within 10 days of the Execution Date and not less than ten days before the expiration date of each insurance policy Operator is required to obtain or cause to be obtained. Each required binder shall:

(a) be an original, state the identity of all insurers, named insureds and additional insureds, state the type and limits of coverage, deductibles, waiver of subrogation and termination provisions of the policy, list and describe all applicable endorsements set forth in in this Article 14, and include as attachments copies of all additional insured endorsements, and be signed by
an authorized representative of the insurance company shown on the binder, including its licensed agent or broker;

(b) be personally and manually signed by a representative or agent of the insurance company shown on the binder with a statement that he/she is an authorized representative or agent of such insurance company and is authorized to bind it to the coverage, limits, endorsements and termination provisions shown on the binder;

(c) state the signer’s company affiliation, title and phone number; and

(d) include a provision that coverage cannot be canceled, voided, suspended, lapse or modified or reduced in coverage except after 30 days’ (or for nonpayment of premium, 10 days’) prior written notice has been given to City.

14.4.2 Where an insurance policy has been modified, renewed or replaced, Operator shall as soon as available, deliver to City a true and complete redacted copy of each such modification, renewal or replacement insurance policy obtained by Operator and all endorsements thereto along with satisfactory evidence of payment of the premium therefor. Operator may redact the premiums from the copies, but must report premium costs as an Eligible Expense, and such premium costs are subject to audit.

14.4.3 If Operator has not provided City with the proof of coverage and premium payment within five days after receipt of City’s written request (as the case may be), in addition to any other available remedy, City may without obligation and without further inquiry as to whether such insurance is actually in force, obtain any such unverified insurance policy. Where City obtains any such insurance policy, Operator shall reimburse City upon demand for the cost thereof plus 15% for administrative overhead. In addition, City shall have the right, without obligation or liability, to suspend all or any portion of the Services during any time that Operator has failed to provide proofs of coverage in compliance with this Section 14.4.

14.5 Prosecution of Claims.

14.5.1 Unless otherwise directed by City in writing with respect to City’s insurance claims, Operator shall be responsible for reporting and processing all potential claims by City or Operator against the insurance policies required by this Article 14. Operator agrees to timely report to the insurer(s) under such policies any and all matters which may give rise to an insurance claim by Operator or City and to promptly and diligently pursue such Insurance claim in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Operator shall enforce all legal rights against the insurer under the applicable insurance policies and applicable Laws in order to collect thereon, including pursuing necessary litigation and enforcement of judgments, provided that Operator shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means.

14.5.2 Operator shall immediately notify City, and thereafter keep City fully informed, of any incident, potential claim, claim or other matter of which Operator becomes aware that involves or could conceivably involve City as a defendant. City agrees to promptly notify Operator of City’s incidents, potential claims and matters which may give rise to a City insurance claim, to tender to the insurer City’s defense of the claim (if applicable) under such insurance policies.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
required by this Agreement, and to cooperate with Operator as necessary for Operator to fulfill its duties hereunder.

14.5.3 If, in any instance, Operator has not performed its obligations with respect to the insurance coverage set forth in this Agreement, or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the insurance policies or to prosecute claims diligently, then for purposes of determining Operator’s liability and the limits thereon, Operator shall be treated as if it has elected to self-insure up to the full amount of insurance coverage which would have been available had Operator performed such obligations. Nothing in this Section 14.5.3 or elsewhere in this Section 14.5 shall be construed to treat Operator as electing to self-insure where Operator is unable to collect due to the bankruptcy or insolvency of any insurer which at the time the insurance policy is written meets the rating qualifications set forth in Section 14.1.1.

14.6 Waiver of Subrogation.

14.6.1 Operator and Operator Parties waives all rights against City and City Agents, and City waives all rights against Operator and Operator Parties, for any claims to the extent covered by insurance obtained pursuant to this Article 14, except such rights as the Parties may have to the proceeds of such insurance. For the avoidance of doubt, and subject to the self-insurance provision in Section 14.5.3, such mutual waivers shall not apply to claims denied by the insurer, or otherwise not covered by insurance obtained pursuant to this Article 14.

14.6.2 If Operator is deemed to self-insure a claim or loss under Section 14.5.3, then Operator’s waiver shall apply as if it carried the required insurance.

14.6.3 Operator shall require all subcontractors to provide similar waivers in writing each in favor of City, City Agents, Operator and other Operator Parties.

14.6.4 Each policy, including workers’ compensation if permitted under the applicable worker’s compensation insurance laws, shall include a waiver of any right of subrogation against City and City Agents or the insurer’s consent to the insured’s waiver of recovery in advance of loss.

14.7 Support of Indemnifications.

The insurance coverage provided, or caused to be provided, hereunder by Operator is not intended to limit Operator’s indemnification obligations under this Agreement.

14.8 Inadequacy of Required Coverages.

City makes no representation that the limits of liability specified for any insurance policy to be carried pursuant to this Agreement or approved variances therefrom are adequate to protect Operator against its undertakings under this Agreement, to City, or to any other person. No such limits of liability or approved variances therefrom shall preclude City from taking any actions as are available to it under this Agreement or otherwise at Law. Operator and its subcontractors have the responsibility to make sure that their insurance programs fit their particular needs, and it is their responsibility to arrange for and secure any insurance coverage that they deem advisable, whether or not specified herein.
ARTICLE 15.
INDEMNIFICATION

15.1 Operator Indemnification.

Operator hereby agrees to indemnify, defend, protect and hold harmless City and City Agents from and against all Third Party Claims caused in whole or in part by:

(a) Any act, omission, neglect, negligence or misconduct by Operator or any Operator Party or anyone for whose acts Operator or any Operator Party may be liable, except where caused by the active, sole negligence, willful misconduct, bad faith or fraud of City;

(b) Any breach of or failure to comply with contract obligations under this Agreement by Operator or any Operator Party in or associated with performance of the Services, including any fines or penalties imposed on City by any governmental authority arising out of or relating to such breach or failure;

(c) The failure or alleged failure by Operator or any Operator Party to comply with governmental permits or approvals, or any applicable Laws relating to the performance of the Services;

(d) Any alleged infringement or other allegedly improper appropriation or use of Intellectual Property in performance of the Services, or arising out of, relating to or resulting from any use in connection with the Services of methods, processes, designs, information or other items furnished or communicated to City or a City Agent under this Agreement; provided that this indemnity shall not apply to any infringement resulting from City's failure to comply with specific written instructions regarding use provided to City by Operator that are consistent with Operator's obligations to convey and license such Intellectual Property under this Agreement;

(e) Any actual or threatened Operator spill, leak, discharge or release of Hazardous Materials and liabilities resulting therefrom, and the off-site disposal of Hazardous Materials for which Operator accepts or is imputed legal responsibility under Section 12.3;

(f) Any unauthorized physical entry or encroachment upon another's property by Operator or any Operator Party in connection with performance of the Services;

(g) Any defects in the design or functioning of any Shuttle used or deployed by Operator or an Operator Party in connection with performance of the Services;

(h) Any errors, omissions, inconsistencies, deficiencies or other defects in the design or functioning of the OPR System or other equipment or systems used or deployed by Operator or an Operator Party in connection with performance of the Services; and
(i) Operator's use of City or third party property for temporary storage, break areas for Operator's personnel, and other uses related to the Program, including the location of temporary storage containers.

15.2 Employee Claims.

In claims by an employee of Operator or an Operator Party, the indemnification obligation under Section 15.1 shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Operator or an Operator Party under worker's compensation, disability benefit or other employee benefits laws; provided that this provision shall not be construed as a waiver in favor of any employee by Operator or an Operator Party of any limitation of liability afforded by such Laws.

15.3 Defense of Third Party Claims.

15.3.1 Operator's Duty to Defend. Operator's indemnity obligations include the duty to defend City and City Agents against allegations of liability and claims, causes of action, suits, investigations and legal and administrative proceedings.

15.3.2 City Right to Assume Defense and Settle. City and City Agents shall have the right to conduct their own defense and settle Third Party Claims within the scope of an indemnity under Section 15.1, at Operator's expense, if:

(a) A conflict exists between it and Operator which prevents or potentially prevents Operator from presenting a full and effective defense;

(b) Operator is otherwise not providing an effective defense in connection with the Third Party Claim; or

(c) Operator lacks the financial capacity to satisfy potential liability or to provide an effective defense.

15.4 No Effect on Other Rights.

Operator's responsibilities pursuant to Section 15.1 are in addition to any right that City may have under the terms of the Agreement, including but not limited to Liquidated Damages with respect to the same event or circumstance giving rise to a Third Party Claim.

15.5 Survival.

The provisions of this Article 15 shall survive the expiration or termination of this Agreement.

ARTICLE 16. MEETINGS / REPORTS / DOCUMENTS AND RECORDS

16.1 Meetings.

Operator and City shall hold regular meetings relating to Operator's activities under this Agreement on a monthly basis during the NFL Season and on a quarterly basis outside the NFL Season. If deemed reasonably necessary by City in connection with City's ultimate decision to exercise its Option to Expand, Operator and City shall continue to hold regular meetings on a Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
monthly basis outside the NFL Season. Operator shall prepare for City's approval a schedule of dates for such meetings. At either Party's reasonable request, the Parties shall modify date(s) of such meetings to accommodate the requesting Party. City or Operator may also call for special meetings at other times to address topics of concern to City or Operator, and the Parties shall use commercially reasonable efforts to attend such special meetings upon not less than five days prior notice. For each meeting, Operator shall prepare an agenda and meeting notes and circulate the agenda and notes to City for its review and approval. Each agenda shall include discussion of the Performance Report provided by Operator to City and other topics relevant to the Services and Operator's operation and management thereof. Either Party may add items to an agenda.

16.2 Reporting Requirements.

16.2.1 Financial Reports.

(a) Operator shall provide to City financial reports at the following times and consisting of the following:

1. Not later than 15 days after the end of each month, an unaudited statement of results of operations, setting forth on a cumulative and per event basis Gross Revenues by category, Eligible Expenses by category and Net Operating Income or Net Operating Loss for the prior month and for the Financial Reporting Period to date; and

2. Not later than the last business day in August of each year, an unaudited financial statement for the immediately preceding Financial Reporting Period, certified by Operator's chief financial officer to be true and correct, setting forth on a cumulative and per event basis (i) Gross Revenues by category, Eligible Expenses by category and Net Operation Income or Net Operating Loss for the immediately preceding Financial Reporting Period, (ii) a comparison to the corresponding amounts in the Financial Models for the immediately preceding Financial Reporting Period, (iii) a narrative summarizing and analyzing the results of operations, including material positive and adverse events, during the immediately preceding Financial Reporting Period, and (iv) a specific discussion of any difference greater than 10% between the actual Net Operating Income or Net Operating Loss and the Net Operating Income or Net Operating Loss set forth in the Financial Models for the immediately preceding Financial Reporting Period.

(b) Operator's annual financial statements described in Section 16.2.1(a)(2) shall report Gross Revenues, Eligible Expenses and Net Operating Income or Net Operating Loss on an accrual basis, provided that:

1. Eligible Expenses, other than amortizable Eligible Expenses, incurred prior to the Service Commencement Date shall be treated as incurred in, and shall be reported in, the first Financial Reporting Period;
(2) Amortizable Eligible Expenses shall be reported in each of the first five Financial Reporting Periods;

(3) Gross Revenues realized or received prior to the Service Commencement Date shall be treated as realized or received in, and shall be reported in, the first Financial Reporting Period; and

(4) Items that accrue more than 20 days after the end of a Financial Reporting Period shall be treated as incurred in, and be reported in, the next Financial Reporting Period.

16.2.2 Performance Reports. Operator shall provide a Performance Report on a monthly basis during the NFL Season and quarterly at all other times during the Term. If deemed reasonably necessary by City in connection with City’s ultimate decision to exercise its Option to Expand, Operator shall also provide a Performance Report on a monthly basis outside the NFL Season.

16.2.3 OPR System Reports. City shall have 24/7 access to the OPR System dashboard to pull reports summarizing all data collected on the OPR System during the prior month and from inception, including but not limited to use patterns and trends. Should City request any data that is not available through the OPR System dashboard, Operator shall endeavor to provide City with the requested data for closer analysis and viewing.

16.2.4 Parking Tax Reports. Operator shall make a parking tax filing with City on a monthly basis by the 20th day of each month. Such filing shall reference the future payment to occur later in the month. Operator will not be charged any delinquency fees due to the lag between filing and payment due to City review of the monthly reporting.

16.2.5 Other Reports. Operator also shall provide such other reports as City may reasonably request from time to time.

16.3 Maintenance of, Access to, and Audit of Records.

16.3.1 Operator and its subcontractors of any tier shall keep accurate and complete Books and Records. Such Books and Records shall be maintained by Operator at its offices in Los Angeles County or at such other locations as may be approved by City.

16.3.2 City’s accountants or representatives may examine such Books and Records of Operator at any time or times. Such Books and Records shall be made available by Operator at Operator’s offices or other approved location during normal business hours within two days after City’s request. Operator shall cause any and all subcontractors to permit the representatives of City to similarly examine the Books and Records of such subcontractor relating to such subcontractor’s activities in connection with this Agreement for the same period of time.

16.3.3 City shall have the right to retain an independent certified accounting firm to audit Operator’s Books and Records, including Operator’s financial statements required by Section 16.2.1. City and Operator shall each pay 50% of the costs of one audit for each Financing Reporting Period; provided, however, that if any audit produces evidence that Operator has underpaid City its share of Net Operating Income or overstated Net Operating Loss by three percent or more of the amount indicated in Operator’s original accounting therefor, then
Operator shall be liable, and shall reimburse City, for all costs incurred by City in connection with such audit.

16.4 Retention of Records.

City's right to access and audit such Books and Records shall survive five years beyond the expiration or earlier termination of this Agreement. Unless otherwise authorized by City in writing, Operator shall retain all Books and Records and any other information necessary to perform any audit as described in this Agreement during the entire Term and for a minimum of five years thereafter.

16.5 Public Records Act.

16.5.1 Designation of Information. Operator acknowledges and agrees that all submittals, records, documents, drawings, plans, specifications and other materials in City's possession, including any Books and Records submitted by Operator to City, may be considered public information subject to disclosure under the California Public Records Act ("PRA"). If Operator believes any Books and Records submitted to City constitute trade secrets, proprietary information or other information that is not subject to or excepted from disclosure under the PRA, Operator shall be solely responsible for specifically and conspicuously designating that information by placing "CONFIDENTIAL" in the center header of each such page affected, as it determines to be appropriate. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the PRA.

16.5.2 Requests for Public Disclosure. If City receives a request for public disclosure of information or materials that have been designated by Operator as "CONFIDENTIAL," City will use reasonable efforts to notify Operator of the request and may request advice from the City Attorney before disclosing any such documents in accordance with applicable Law. Operator shall then have the opportunity to either consent to the disclosure or assert its basis for non-disclosure, and claimed exception under the PRA or other applicable Law to City within the time period specified in the notice issued by City (if any) and before the deadlines for release in the PRA and other applicable Laws. However, it is the responsibility of Operator to monitor requests for disclosure and proceedings and make timely filings. City may make filings of its own concerning possible disclosure; however, City is under no obligation to support Operator's positions. By entering into this Agreement, Operator consents to, and expressly waives any right to contest, provision by City to the City Attorney of all, or representative samples of, information or materials designated as "CONFIDENTIAL" by Operator, in accordance with the PRA. City shall have no responsibility or obligation for a failure of Operator to respond or to respond timely to any request for disclosure of information or materials designated as "CONFIDENTIAL" by Operator, in accordance with the PRA. City shall not be required to wait for a response before making a disclosure or otherwise taking action under the PRA or other applicable Law. Under no circumstances will City be responsible or liable to Operator or any other party as a result of disclosing such materials, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by Law or by an order of court or the City Attorney or occurs through inadvertence, mistake or negligence on the part of City or its officers, employees, contractors or consultants.

16.5.3 Limitation of Liability. Nothing contained in this Section 16.5 shall modify or amend the requirements and obligations imposed on City by the PRA or other applicable Law. The Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
provisions of the PRA or other Laws shall control to the extent of a conflict between the procedures under this Agreement and applicable Law. City will not advise a submitting party or Operator as to the nature or content of documents entitled to protection from disclosure under the PRA or other applicable Laws, as to the interpretation of such Laws, or as to the definition of trade secret. Operator is advised to consult its own legal counsel concerning the effect of the PRA on disclosure of Operator's Books and Records and actions to be taken to preserve confidentiality.

16.5.4 Litigation. In the event of any proceeding or litigation concerning the disclosure of any Books and Records to third parties, City's sole involvement will be as stakeholder retaining the material until otherwise ordered by a court or other authority having jurisdiction. Operator shall be responsible for prosecuting or defending any action, acting on its own behalf, concerning such materials at its sole expense and risk; provided, however, that City may intervene or participate in the litigation in such manner as it deems necessary or desirable. Operator shall indemnify, defend, protect and hold harmless City and City Agents from and against any and all claims, causes of action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, costs and expenses, including any injury to or death of persons or damage to or loss of property (including damage to utility facilities), and including attorneys' and expert witness fees and costs, arising out of, relating to or resulting from City's refusal to disclose any material that Operator has designated as a trade secret.

ARTICLE 17.
INTELLECTUAL PROPERTY

17.1 City Intellectual Property

17.1.1 Operator acknowledges and agrees that all City IP, in any medium, including works made for hire in accordance with Section 101 of the Copyright Act of the United States is either owned by City or specifically ordered or commissioned by City. City holds all rights, title and interest in and to City IP, including any and all software, work product and designs developed by City.

17.1.2 City hereby grants to Operator a limited, non-exclusive license to use, exploit, manufacture, distribute, reproduce, adapt and display City IP solely in connection with and limited to:

(a) incorporation of relevant IP into the Program and related work;

(b) performance, provision, furnishing and discharge of the Services and related work; and

(c) licensing to other entities (to the extent required for interoperability).

17.1.3 All IP rights not specifically granted by City to Operator pursuant to this Agreement are reserved to City. Upon termination of this Agreement, all rights granted in this Section 17.1 shall terminate.

17.1.4 Operator agrees and acknowledges that:

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement 73
(a) all information and data collected in connection with Operator's provision of the Services under this Agreement are owned by City and collected solely for:

(1) performance of the Services, and

(2) provision to and use by City; and

(b) any sale or distribution of such information and data to a third party without City's prior written consent is prohibited.

17.2 Operator Intellectual Property.

17.2.1 During the Term, Operator hereby grants to City an irrevocable, perpetual, non-exclusive, transferable solely to a City assignee of this Agreement, fully paid-up right and license to use, exploit, manufacture, distribute, reproduce, adapt and display Operator IP, including any technology enhancements that are Operator IP, solely in connection with and limited to the development, operation and maintenance of the Services, including the OPR System and related work and any similar services and work that City may offer or provide in the future. All IP rights not specifically granted by Operator to City pursuant to this Agreement are reserved to Operator and its licensors.

17.2.2 Operator shall identify and disclose all Operator IP contained, or included in, the Program and/or Services, including reasonably available full and specific information detailing Intellectual Property claimed, date of authorship, creation and/or invention; date of application(s), application number(s) and registering entity(ies); date of registration(s), registration number(s) and registering entity(ies), if any, and owner including person or entity name and address.

17.2.3 Subject to the IP Materials deposit requirements of Section 17.5, Operator shall be required to identify or disclose Operator IP only to the extent that doing so would not eliminate or substantially limit the legal protections for such Operator IP.

17.3 Third Party Intellectual Property.

17.3.1 Operator Obligations for Third Party IP.

Operator shall:

(a) Secure perpetual, non-exclusive, transferable (solely to a City assignee of this Agreement), irrevocable, unconditional royalty-free license(s) in the name of City to use, exploit, manufacture, distribute, reproduce, adapt and display the Third Party IP solely in connection with the development, operation and maintenance of the Services, including the OPR System, and related work and any similar services and work that City may offer or provide in the future, and shall pay any and all royalties and license fees required to be paid for any Third Party IP incorporated into the Agreement IP;

(b) Obtain City's prior written approval of the terms and conditions of Third Party IP licenses;
(c) Identify and disclose to City all Third Party IP contained or included in the Agreement IP, including (when reasonably available): full and specific information detailing Intellectual Property claimed; date of authorship, creation and/or invention; date of application(s); application number(s) and registering entity(ies); date of registration(s), registration number(s) and registering entity(ies), if any, and owner, including person or entity name and address; and

(d) Obtain from each owner of the Third Party IP prior consent to have the relevant Third Party IP deposited into an IP Escrow in accordance with Section 17.5, or, to the extent the owner of the relevant Third Party IP has not provided such consent, obtain the City's prior written approval for a waiver of this requirement.

17.3.2 Required Licenses. Operator shall not incorporate Third Party IP into the Services or related work without first obtaining:

(a) the licenses described in Section 17.3.1; and

(b) consent from each owner of the Third Party IP or from City in accordance with Section 17.3.1(d).

The rights granted in this Section 17.3 shall survive termination, expiration or cancellation of this Agreement or any rights related thereto.

17.4 Delivery of IP Materials.

Operator shall deliver all IP Materials related to Operator IP and Third Party IP to City, or deposit such IP Materials into IP Escrow(s) in accordance with Section 17.5, as soon as reasonably practicable following incorporation of the relevant Intellectual Property into the Services or related work.

17.5 Intellectual Property Escrows

17.5.1 Obligation to Deliver IP Materials. City and Operator acknowledge that Operator or an Operator Party that supplies software, Source Code and Source Code Documentation or other Intellectual Property may not wish to deliver the applicable IP Materials directly to City, as public disclosure could deprive such person of commercial value. Operator further acknowledges that City nevertheless must be ensured access to such IP Materials at any time, and must be assured that the IP Materials are delivered to City pursuant to Section 17.4.

17.5.2 Option to Escrow. In lieu of delivering the IP Materials directly to City, Operator may elect to deposit the IP Materials with a neutral depository. In such event, City and Operator shall: (a) mutually select one or more escrow companies or other neutral depositories (each an "IP Escrow Agent") engaged in the business of receiving and maintaining escrows of software source code and/or other Intellectual Property; (b) establish one or more escrows (each an "IP Escrow") with the IP Escrow Agent on terms and conditions reasonably acceptable to City and Operator for the deposit, retention, upkeep, authentication, confirmation and release of IP Materials to City pursuant to the IP Escrow; and (d) determine a process for releasing from escrow the IP Materials to be delivered to City pursuant to this Agreement. IP Escrows may
include affiliates as parties and may include deposit of their Intellectual Property. Operator shall be responsible for the fees and costs of the IP Escrow Agent.

17.5.3 Survival. The IP Escrows shall survive expiration or earlier termination of this Agreement regardless of the reason.

17.5.4 Circumstances of Release. IP Materials, other than Operator IP, shall be released and delivered to City in any of the following circumstances:

(a) Early termination of this Agreement for Operator Default;

(b) Operator or other depositor of the IP Materials dissolves, liquidates, ceases to engage in the ordinary course of the business or fails (including voluntary or involuntary bankruptcy or insolvency); or

(c) Operator or other depositor of the IP Materials fails or ceases to provide services as necessary to permit continued use of any Operator IP or Third Party IP, as applicable, pursuant to the license or any sublicense thereof.

17.6 City’s Use of IP Materials.

17.6.1 City may use, exploit (including sublicensing any rights as necessary), manufacture, distribute, reproduce, adapt and display the IP Materials delivered to City pursuant to Section 17.4 or released to City under Section 17.5.4 for the purposes set forth in Sections 17.2 and 17.3. City’s rights under this Section 17.6 shall survive the termination, expiration or cancellation of this Agreement.

17.6.2 City shall keep IP Materials delivered to City pursuant to Section 17.4 or released to City under Section 17.5.4 confidential and protected from disclosure except as permitted by this Agreement or in accordance with applicable Law.

ARTICLE 18.
DEFAULT AND REMEDIES

18.1 Operator Default, Notice and Cure Periods.

18.1.1 Operator Default. Operator acknowledges that events of default (each an "Operator Default") giving rise to City's right to damages, terminate this Agreement and other relief available at Law or in equity, include, but are not limited to, the following:

(a) The failure of Operator to duly and punctually deposit the Gross Revenues as provided in Section 11.3.1, or to make or cause to be made any payments or remittances to City required under this Agreement when due;

(b) The failure of Operator to maintain the quality of services to the satisfaction of City as required by this Agreement;

(c) The suspension or revocation of the rights, powers, licenses, permits and authorities necessary for the management, conduct and operation by Operator of the Parking Lots, Shuttle Services or other Services;
(d) Any representation or warranty made by Operator under Section 7.1 or elsewhere in this Agreement is false, misleading or inaccurate in any material respect when made or omits material information when made;

(e) Except as approved in writing by City, the assignment or transfer of the interest of Operator under this Agreement by operation of law, or otherwise;

(f) Any Operator sale, transfer, assignment or change in ownership or control in violation of Section 20.6.2;

(g) The failure of Operator or Guarantor to keep, perform or observe any promise, covenant, condition or agreement set forth in this Agreement or any other Contract Document on its part to be kept, performed or observed;

(h) The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which does or as a direct consequence of such process will interfere with Operator's management and operation of the Services or the performance of any of Operator's other obligations under this Agreement, and which attachment, execution, receivership, or other process of such court is not vacated, dismissed, or set aside within a period of 30 days;

(i) Operator becoming insolvent, or taking the benefit of any present or future insolvency statute, or making a general assignment for the benefit of creditors, or filing a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consenting to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

(j) A petition under any part of the federal bankruptcy laws, or any action under any present or future solvency law or statute, being filed against Operator and is not dismissed within 30 days after the filing thereof;

(k) By or pursuant to, or under authority of, any legislative act, resolution or rule or any order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of Operator and such possession or control continues in effect for a period of 30 days;

(l) Cessation or deterioration of any of Operator's services hereunder for a period which, in the reasonable opinion of City, adversely affects the operation of the Services required to be performed by Operator under this Agreement;

(m) Any lien is filed against the City Program Parking Lots, ITF or other City property by Operator or any other person or entity by reason of Operator's acts or omissions and is not removed within 30 days;
(n) Breach by Operator of any of the nondiscrimination covenants contained herein or Operator's failure to provide service on a fair, equal and not unjustly discriminatory basis to all users thereof;

(o) There occurs any voluntarily or involuntarily interruption in the normal operation of the OPR System for a consecutive 24-hour period; or

(p) Operator fails to provide substantially all parking services at the Parking Lots or substantially all Shuttle Services as required under this Agreement, including failure to enable reservations via the OPR System, on any NFL Game Day or, if City has exercised its Option to Expand, the day of any Major Event.

18.1.2 Notices. City shall issue Operator a written notice of Operator Default in the event of an Operator Default pursuant to Section 18.1.1; provided that no notice is required with respect to an Operator Default under Section 18.1.1(h), (i), (j), or (k).

18.1.3 Cure Periods. Operator shall have a period of:

(a) one day after City issues written notice of Operator Default if within five days of an NFL Game Day or Major Event for which Operator is providing services; or

(b) four days after City issues written notice of Operator Default if not within five days of an NFL Game Day or Major Event for which Operator is providing services,

to cure such default; provided, however, that, if such default does not relate to the failure of Operator to pay or cause to be paid money to City and if such default cannot be cured within the aforementioned period despite reasonable diligence, then Operator shall have such additional period of time in City's sole discretion to diligently effect cure.

With respect to an Operator Default under Section 18.1.1(d), cure will be regarded as complete when the adverse effects of the breach are cured. Notwithstanding the foregoing, no cure period is available for an Operator Default under Section 18.1.1(h), (i), (j), (k) or (p).

18.2 Remedies for Operator Default.

18.2.1 Termination. If Operator does not completely cure an Operator Default within the applicable cure period, or if Operator commits an Operator Default for which there is no cure period, City may immediately terminate this Agreement and all rights of Operator hereunder by giving written notice to Operator of such election.

18.2.2 Service Commencement Delay Stipulated Damages. If Operator commits an Operator Default under Section 18.1.1(p), then for each NFL Game Day or Major Event Day on which such Operator Default exists, City shall be entitled to stipulated damages from Operator for loss of revenue equal to City's share of the NOI attributable to such NFL Game Day or Major Event Day assuming 100% of 90% sales and utilization as reflected in the most recent Tier 2 Financial Model. The Parties agree and acknowledge that such assumption for purposes of measuring City's damages is reasonable even if Service Tier 2 has not been selected and even
if prior utilization rates have been lower because, among other considerations, the City would also absorb City-wide adverse impacts of added congestion due to unavailability of the Program on such NFL Game Day or Major Event Day. Accordingly, such stipulated damages shall be conclusive and binding on the Parties.

18.2.3 Damages; Offset. If Operator commits any Operator Default (including, for the avoidance of doubt, an Operator Default covered under Section 18.2.2), City shall be entitled to:

(a) Damages in accordance with applicable Law, regardless of whether City elects to terminate this Agreement and regardless of whether Operator cures the Operator Default;

(b) Deduct and offset damages suffered against any sums City may owe to Operator;

(c) Deliver a certificate to the bank that holds the operating account setting forth the amount of damages claimed and directing the bank to retain such amount in the operating account from Operator’s share of disbursements until the amount of damages is finally determined; or

(d) Deliver a certificate to the bank that holds the operating account setting forth the amount of damages owing City as finally determined by a court with competent jurisdiction or by settlement and directing the bank to immediately distribute such amount to City from Operator’s share of disbursements.

18.2.4 Step-in Rights. If Operator does not completely cure an Operator Default within the applicable cure period, City may, but is not obligated to, pay and perform all or any portion of Operator’s obligations and the Services that are the subject of such Operator Default, as well as any other then-existing breaches or failures to perform for which Operator received prior written notice from City but has not commenced diligent efforts to cure. In exercising such remedy, City may take such actions, make such decisions and spend such sums as it determines in good faith to be necessary or desirable to continue or reinstate provision of Services, to effect cure, or to protect the City’s Interests. Such actions may include retaining a substitute operator to perform the Services and doing any related activities necessary to effect such substitution. Operator shall fully reimburse City for such expenditures within 15 days after City delivers to Operator demand for payment together with written evidence of the expenditures. City shall have no liability to Operator for the sufficiency or adequacy of any such payment or performance, or for the manner or quality of services or work rendered by City, unless caused by the gross negligence, recklessness, willful misconduct or bad faith of City.

18.2.5 Other Remedies. If Operator commits an Operator Default, City shall be entitled to all other and additional remedies that are available at Law or in equity.

18.3 City Default, Notice and Cure Periods.

18.3.1 City Default. City shall be in breach under this Agreement upon the occurrence of any one or more of the following events or conditions (each a “City Default”):

(a) City fails to make any payment due to Operator under this Agreement when due, provided that such payment is not subject to a dispute;
(b) City ceases to be authorized to make any payment to Operator that is expressly required under this Agreement; or

(c) Any representation or warranty made by City under Section 6.2 is false, misleading or inaccurate in any material respect when made or omits material information when made.

18.3.2 Notices. Operator shall issue to City a written notice of City Default in the event of a City Default pursuant to Section 18.3.1.

18.3.3 Cure Periods. City shall have the following cure periods to cure City Defaults:

(a) For City Default under Section 18.3.1(a) or (b), a period of 60 days after Operator delivers notice to City of the City Default; and

(b) For City Default under Section 18.3.1(c), a period of 90 days after Operator delivers to City notice of City Default; provided that cure will be regarded as complete when the adverse effects of the breach are cured.

18.4 Remedies for City Default.

18.4.1 Right to Stop Work if Undisputed Payment Is Not Made. Operator may suspend Services and related work based on City’s failure to pay undisputed amounts to Operator exceeding $100,000 subject to the following:

(a) Operator shall provide City with notice regarding its intent to suspend at least 30 days before implementing the suspension, and may implement the suspension only if the breach remains uncured by the suspension date; and

(b) Operator shall promptly resume Services and related work upon Operator’s receipt of payment in full of all undisputed amounts owed.

18.4.2 Other Remedies. If City commits a City Default, Operator shall be entitled to all other and additional remedies that are available at Law or in equity; provided that Operator may terminate this Agreement only if:

(a) City commits a City Default under Section 18.3.1(a) or (b);

(b) The undisputed amount due exceeds $100,000; and

(c) Such City Default remains uncured 60 days after Operator delivers notice to City of such City Default.

18.5 NOT USED

18.6 Termination Without Cause.

18.6.1 City Right to Termination Without Cause. City may, at any time during the first Financial Reporting Period after conclusion of NFL Games at Stadium for the 2020-2021 NFL Season, terminate this Agreement and the performance of the Services by Operator if City determines, in its sole discretion, that a termination is in City’s best interest. City will terminate Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
by delivering to Operator within such time period a notice of termination specifying the election to terminate and its effective date. Operator specifically acknowledges that this termination provision is a material inducement to City to allow Operator to enter into this Agreement.

18.6.2 Operator Right to Terminate Without Cause.

(a) Operator may elect to terminate the Agreement if it incurs for the first Financial Reporting Period an NOL in excess of the applicable Service Tier Liability Cap (such amount being an “Excess NOL”) and the City elects not to reimburse Operator for such Excess NOL.

(b) This termination right shall be exercisable as follows. When Operator delivers to the City a financial statement as specified in Section 18.3.1 for the first Financial Reporting Period demonstrating Excess NOL, Operator must also then deliver written notice to City of its election to terminate this Agreement. Any failure to timely deliver such financial statement and written notice by August 31, 2021 shall conclusively constitute a deemed election not to terminate.

(c) If Operator properly delivers its termination notice to City, City shall thereupon have the right to elect to either reimburse Operator for the Excess NOL or accept Operator’s election to terminate this Agreement. City shall make such election by written notice delivered to Operator by the following April 30. If the City elects to reimburse Operator for the Excess NOL, then Operator’s termination notice shall be deemed null and void and this Agreement shall continue in full force and effect, with reimbursement to Operator of the Excess NOL due no later than 30 days after City’s notice of election to reimburse.

(d) If City reasonably disputes the amount of Excess NOL claimed by Operator, only the undisputed portion of the Excess NOL shall be paid directly to Operator within such 30-day period and the remaining disputed balance of the Excess NOL shall be escrowed pending the results of the annual independent audit.

18.6.3 No Compensation. Operator acknowledges and agrees that Operator has absolutely no right to any payment, claim, damage, offset or other compensation in connection with a termination under Section 18.6.1 or 18.6.2; provided that City’s or Operator’s exercise of such termination right shall not relieve City of any of its reimbursement obligations under this Agreement with respect to the first NFL Season.

18.7 Termination for Cause.

18.7.1 City Rights. City shall have the right to terminate this Agreement in the event of an un cured or incurable Operator Default as provided in Section 18.2.1. No payment or other compensation shall be payable to Operator in connection with the termination of this Agreement as a result of Operator’s Default.

18.7.2 Operator Rights. Operator shall have the right to terminate this Agreement for cause only as provided in Sections 18.4.2 and Error! Reference source not found. The foregoing does not affect Operator’s opt-out right under Section 2.3.2.
18.8 Operator's Obligations After Termination.

18.8.1 Removal of Property. Upon the expiration or earlier termination of this Agreement, Operator shall remove Operator's equipment, signage and other property and installations from the Parking Lots and ITF, except any that City elects by notice to Operator to leave in place or that otherwise is to remain and become the property of City pursuant to the terms of this Agreement.

18.8.2 Assignment of Contracts and Leases to City or City Designee. Within ten days after any termination of this Agreement, including due to uncured City Default, Operator shall provide to City true and complete copies of all its subcontracts and supply agreements (and amendments and supplements) relating to this Agreement or the Services. City shall have a period of 30 days to give written notice to Operator identifying which, if any such subcontracts and supply agreements City elects, in its sole discretion, to have assigned to it or its designee. If City does not provide such written notice within such time period, it shall be conclusively presumed that City has elected not to take assignment thereof. Promptly after receipt of City's written notice, Operator shall assign to City or its designee, by written assignment and assumption in form approved by City, all subcontracts and supply agreements that City has elected to have assigned. Operator shall not terminate or accept termination of any subcontract and supply agreement unless and until City declines to have it assigned.

18.8.3 Handling of OPR System Upon Termination.

(a) Upon termination of this Agreement for Operator Default, except where the default is due to unavailability or malfunction of the OPR System, City shall provide written notice to Operator indicating whether City elects to continue using the OPR System for a transition period of up to 30 days after such termination.

(1) Operator shall continue managing the OPR System until the earlier of written notice from City directing otherwise or expiration of the aforementioned 30-day transition period. If City timely elects to continue using the OPR System during the transition period, then Operator shall not shut down the OPR System or surrender any domain name or other rights or interests related to the OPR System during such transition period.

(2) Upon the earlier of City's notice to Operator directing Operator to cease management and operation of the OPR System or expiration of the 30-day transition period, Operator shall assign to City or City's designee by written instrument all data with respect to the portion of the OPR System that operates or serves City and patrons of NFL Games or Major Events subject to this Agreement.

(3) Assignment of OPR System to City or City's Designee shall be at no cost to City in the case of termination for Operator Default.

(4) If City elects to continue using a similar platform for web-based and mobile online payments and reservations, then Operator shall use
diligent efforts to assist City with transferring all material onto a separate platform.

(5) For clarity, this Section 18.8.3(a) applies only to the portion of Operator's "LAZgo" online and mobile reservation platform that operates or serves City and patrons of NFL Games or other events subject to this Agreement.

18.8.4 Operator Cooperation. Operator shall fully cooperate with City and any succeeding operator with respect to the Parking Lots, Shuttle Services and OPR System to ensure an effective and efficient transition of Services; it being agreed that fully functional Services will be maintained at all times. Without limiting the generality of the foregoing, Operator shall:

(a) comply with any and all reasonable transition plans and directives that City may issue in connection with such expiration or termination, and

(b) upon request provide reasonable and necessary training to staff and employees of City or any succeeding operator.

ARTICLE 19.
DISPUTE RESOLUTION

19.1 Negotiation.

Upon written notice of any dispute, the Parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the dispute and this process should be completed within 30 days (the "Negotiation").

19.2 Voluntary Mediation.

If the dispute has not been resolved by negotiation in accordance with Section 19.1 and the timeframe set forth within it, then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The Parties shall agree on a mediator; however, if they cannot agree within 14 days of the Notice of Mediation then the Judicial Arbitration Mediation Service ("JAMS") shall appoint a mediator. The mediation session shall be held within 45 days of the retention of the mediator, subject to the availability of the designated mediator. All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. During the course of the mediation, no Party may assert the failure to fully comply with Section 19.1, as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations or other time-based defenses regarding the dispute until 30 days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation costs unless the Parties agree otherwise. All communications, both written and oral, during mediation are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.
19.3 Alternative Dispute Resolution.

Any dispute not resolved through negotiation or mediation in accordance with Section 19.1 and Section 19.2 shall be resolved by final and binding arbitration. Either Party may initiate arbitration by delivering to the other Party a “Notice of Arbitration”. Arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. To the extent any matter or issue is not addressed by the JAMS rules, the California Arbitration Act shall apply. At either Party’s request, discovery in addition to that specified in the JAMS rules shall be allowed. The arbitration shall be held at Inglewood City Hall using one arbitrator, unless the dispute exceeds $250,000 in which case there shall be three neutral arbitrators, as a panel. If one arbitrator is required and the Parties are unable to agree upon the arbitrator within 60 days after the Notice of Arbitration is delivered, then the arbitrator shall be appointed according to the California Arbitration Act. If a panel is required, each Party shall select one neutral arbitrator, and such arbitrators shall select the third arbitrator, who shall serve as the lead arbitrator for purposes of arbitration hearings. California substantive law shall apply. The Parties shall share equally the costs of the arbitration (excluding attorneys’ fees and costs). The Parties understand that arbitration is final and binding, there will be no right to appeal, and they are waiving their rights to other resolution processes (such as court action or administrative proceeding).

19.4 Attorneys’ Fees.

In the event of any dispute between the Parties under or in relation to this Agreement, including any action to enforce any provision of this Agreement, neither Party shall be entitled to recover from the other Party any fees, costs and expenses of enforcing any right arising out of or in relation to this Agreement, including reasonable fees and expenses of attorneys and accountants.

19.5 Continuance of Work During Dispute.

Operator shall proceed diligently with performance of the Services and related work pending resolution of any dispute, including any work that is the subject of the dispute, except for any performance City determines in writing should be delayed, suspended or terminated as a result of such dispute.

ARTICLE 20.
MISCELLANEOUS

20.1 Non-Appropriations.

City expressly reserves the right to not make payments as required under the terms of this Agreement if funds for such payments are not appropriated by the Inglewood City Council, State Legislature or other legislative body. City will take all steps necessary to seek appropriations, to the extent permitted by law, as needed for continued operation of the Program.

20.2 City Business Tax Certificate.

Operator shall obtain a business tax certificate from City. Operator shall timely pay the associated taxes and maintain its business tax certificate throughout the Term.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
20.3 Amendments.

This Agreement may be altered, amended or modified only by an instrument in writing duly executed by the Parties, except to the extent expressly provided otherwise in this Agreement.

20.4 Waiver.

No waiver of any provision of this Agreement shall be effective, and there shall be no estoppels against the enforcement of any provision of this Agreement, unless made in writing and signed by the Party charged with such waiver or estoppel. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

20.5 Independent Operator / Negation of Liability to Employees.

20.5.1 Independent Operator. In performing its obligations under this Agreement, Operator is acting as an independent operator. This Agreement does not establish any employer-employee, joint venture, partnership or agency relationship between City and Operator or any of Operator's subcontractors, and the Parties disclaim any such relationship.

20.5.2 No Liability to Operator's Employees. In no event shall the relationship between City and Operator be construed as creating any relationship whatsoever between City and Operator's employees. Neither Operator nor any of its employees is or shall be deemed to be an employee of City. City shall have no obligations or liability with respect to employment arrangements and labor agreements of Operator or Operator Parties. Operator shall pay its employees and shall ensure that every subcontractor pays its employees all wages, salaries and other amounts due to such employees. Operator shall be responsible for, and shall require that each subcontractor shall be responsible for, all reports, payments and other obligations respecting their respective employees, including without limitation those related to social security, income tax withholding, unemployment compensation, workers' compensation and employee benefit plans.

20.6 Successors and Assigns / Change in Ownership.

20.6.1 Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the permitted successors in interest, transferees and assigns of the Parties. Any reference in this Agreement to a Party shall be deemed to apply to any such permitted successor in interest, transferee or assign.

20.6.2 Restrictions on Operator Assignment or Change in Ownership.

(a) Operator shall have no right to sell, transfer or assign this Agreement or any portion of its Interest in this Agreement without the express written approval of City. Operator shall not make or suffer any change in the ownership or control of Operator, by operation of Law or otherwise, without the express written approval of City. City may withhold approval if, in the good faith opinion of City, the proposed sale, transfer, assignment or change in ownership or control is not in the best interest of City or the public.
(b) Notwithstanding the foregoing, Operator may assign this Agreement or change the ownership and control of Operator in connection with a merger or a sale of all or substantially all of the assets of Operator. In such case, Operator or its assignee shall deliver to City written notice of the assignment or change in the ownership and control of Operator not later than 30 days prior to its taking effect. Such written notice shall set forth a summary of the transaction, identify all holders, direct and indirect, of an equity interest in Operator or its assignee, identify all proposed changes in Key Personnel, and include resumes of the individuals. Proposed changes in Key Personnel shall be subject to City’s approval.

20.6.3 City Right to Assign. City shall have the right at any time during the Term to assign or transfer all or a portion of its rights and obligations under this Agreement.

20.7 Designation of Representatives.

Each Party shall, by written notice to the other, designate an individual or individuals with the authority to make decisions and bind it on matters relating to this Agreement. Either Party may change its initial designated representative by a subsequent written notice delivered to the other Party. A Party’s designated representative may, but need not, be the person to receive notices under Section 20.15.

20.8 Conflicts of Interest.

Each party hereto shall comply with City’s policies and regulations regarding conflicts of interest. Operator shall disclose to City any facts which Operator becomes aware which might in City’s or Operator’s good faith judgment reasonably be expected to involve or give rise to a conflict of interest or potential conflict of interest.

20.9 Survival.

Each Party agrees that the following provisions of this Agreement shall survive the termination of this Agreement:

(a) Representations, warranties and agreements made by it herein and in any certificate or other instrument delivered pursuant hereto;

(b) The indemnifications and releases contained in this Agreement;

(c) The express rights and obligations of the Parties upon termination of this Agreement;

(d) The dispute resolution procedures set forth in Article 20; and

(e) All other provisions of this Agreement that by their inherent character should survive termination of this Agreement or completion of the Services.
20.10 Limitation on Third Party Beneficiaries.

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, their Affiliates and their respective successors and permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person.

20.11 Notification of Third Party Claim.

During the Term, Operator shall promptly notify City of any Third Party Claim against Operator as a result of the performance of Operator's obligations under this Agreement or any Third Party Claim that would materially and adversely affect the interests of City with respect to this Agreement and the Services.

20.12 No Personal Liability of City Employees.

City's employees are acting solely as agents and representatives of City when carrying out the provisions of or exercising the power or authority granted to them under this Agreement. They shall not be liable to Operator or any Operator Party either personally or as employees of City for acts and omissions in their ordinary course of employment.

20.13 Governing Law and Venue.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

20.14 Time of the Essence.

Time shall be of the essence in complying with the terms, conditions, and provisions of this Agreement.

20.15 Notices and Communications.

20.15.1 Methods for Giving Notice. Notices under this Agreement shall be in writing and: (a) delivered personally, (b) sent by certified mail, postage prepaid, return receipt requested, (c) sent by a recognized overnight mail or courier service, postage prepaid, with delivery receipt requested, or (d) sent by email communication with receipt confirmed by telephone or electronic receipt, to the addresses set forth in Sections 20.15.2 and 20.15.3, as applicable (or to such other address as may from time to time be specified in writing by such Party).

20.15.2 Notice to Operator. Written notices to Operator hereunder shall be addressed to the following address or such other address as Operator may designate by written notice to City:

John Svenblad
Senior Vice President
LAZ Parking CA
10635 Santa Monica Blvd, Suite 145
Los Angeles, CA 90025

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
Telephone: (310) 779-4738
E-mail: Jsvendblad@lazparking.com

with copy to:

Glenn Terk, Corporate Counsel
One Financial Plaza, 14th Floor
Hartford, CT 06103
Telephone: (860) 729-7151
E-mail: Gterk@lazparking.com

20.15.3 Notice to City. Written notices to City hereunder shall be addressed to the following address or such other address as City may designate by written notice to Operator:

Louis Atwell
Director of Public Works, Assistant City Manager
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301
Telephone: (310) 412-5333
E-mail: latwell@cityofinglewood.org

and

Traffic Operations Manager
City of Inglewood
One Manchester Boulevard
Inglewood, CA 90301
Telephone: (310) 412-8732
E-mail: Wthompson@lazparking.com

and

City Attorney
City of Inglewood, 8th Floor
One Manchester Boulevard
Inglewood, CA 90301
Telephone: (310) 412-5372
E-mail: kcamps@cityofinglewood.org

and

Nossaman LLP
777 S. Figueroa Street, 34th Floor
Los Angeles, CA 90017
Attention: Fred Kessler
Telephone: (213) 612-7829
E-mail: fkessler@nossaman.com

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement 88
20.15.4  Deemed Receipt. Notices shall be deemed received when actually received in the office of the addressee (or by the addressee if personally delivered) or when delivery is refused, as shown on the receipt of the U.S. Postal Service, private carrier or other person making the delivery.

20.16  Further Assurances.

Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.

20.17  Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.

20.18  Headings and References.

The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the construction or interpretation of this Agreement. All references to Articles, Sections or Exhibits mean the respective Articles, Sections and Exhibits of this Agreement.

20.19  Entire Agreement.

This Agreement contains the entire agreement between the Parties on the subjects described herein, and supersedes any prior agreements or understandings, whether written or oral, concerning such subjects.

20.20  Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; Signatures appear on the following page]
IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

CITY:

CITY OF INGLEWOOD
Mayor

By: ___________________________
James T. Butts, Jr.

APPROVED AS TO FORM AND LEGALITY:

CITY OF INGLEWOOD
City Attorney

By: ___________________________
Kenneth R. Campos

APPROVED:

NOSSAMAN LLP
City Special Counsel

By: ___________________________
Fred W. Kessler

ATTEST:

CITY OF INGLEWOOD
City Clerk

By: ___________________________
Aisha L. Thompson

[Signatures continue on the following page]
IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

OPERATOR:
LAZ PARKING CALIFORNIA, LLC

By: 

Name: John Svendblad
Title: Senior Vice President
EXHIBIT A
Abbreviations and Definitions

Definitions for certain acronyms, abbreviations and terms used in this Agreement are set forth below.

Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADA</td>
<td>Americans with Disabilities Act</td>
</tr>
<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
</tr>
<tr>
<td>DMV</td>
<td>Department of Motor Vehicles</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>IP</td>
<td>Intellectual Property</td>
</tr>
<tr>
<td>ITF</td>
<td>Intermodal Transit Facility</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operations and Maintenance</td>
</tr>
<tr>
<td>OPR</td>
<td>Online Parking Reservation</td>
</tr>
<tr>
<td>PCI-DSS</td>
<td>Payment Card Industry Data Security Standard</td>
</tr>
<tr>
<td>PRA</td>
<td>Public Records Act</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals</td>
</tr>
<tr>
<td>TNC</td>
<td>Transportation Network Company</td>
</tr>
</tbody>
</table>

Definitions

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Fee</td>
<td>Fee charged to participants in the Access Fee Program.</td>
</tr>
<tr>
<td>Access Fee Program</td>
<td>Program or services located at the ITF and operated and managed by Operator at City’s direction pursuant to Section 4.9.5(e).</td>
</tr>
<tr>
<td>ADA or Americans with Disabilities Act</td>
<td>The Americans with Disabilities Act (42 U.S.C. § 12101), including but not limited to 49 Code of Federal Regulations, Part 37 as applicable to public entities, and all other applicable laws, rules and regulations</td>
</tr>
<tr>
<td>Affiliates</td>
<td>Any natural person, partnership, corporation, association, or other legal entity directly or indirectly owning, controlling, or under common control with a Party.</td>
</tr>
<tr>
<td>AFP Management Fee</td>
<td>Management fee for Operator’s operation and management of the Access Fee Program.</td>
</tr>
<tr>
<td>Agreement</td>
<td>The Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement to which this EXHIBIT A is attached, including all exhibits, appendices and attachments, as such agreement may be modified from time to time.</td>
</tr>
<tr>
<td>Books and Records</td>
<td>Any and all documents, books of accounts, records, journals, papers, documents or other information created, collected, generated, maintained, processed, produced, prepared, provided, recorded, stored or used by Operator or Operator Parties relating to Operator’s activities relating to this Agreement, including:</td>
</tr>
</tbody>
</table>
(a) All design documents, operations and maintenance documents (including drawings, specifications, submittals, contracts, invoices, schedules, meeting minutes, budgets, forecasts and change orders);
(b) All budgets, certificates, claims, correspondence, data (including test data), documents, expert analyses, facts, files, information, investigations, materials, notices, plans, projections, proposals, reports, requests, samples, schedules, settlements, statements, studies, surveys, tests, test results and analyses;
(c) Operator's financial statements and reports of operations;
(d) Records of the expenditures and investments related to the Services;
(e) Records of Eligible Expenses;
(f) Records of Gross Revenues;
(g) Records of parking transactions and Shuttle ridership;
(h) Records of deposits to and withdrawals from bank operating account(s);
(j) Records of insurance coverages and claims;
and
(k) With respect to all of the above, any information that is stored electronically or on computer-related media (in its original source and not converted to PDF or other format).

For purposes of the requirements of this Agreement to maintain Books and Records, the term “Books and Records” includes documents or information that are subject to the attorney-client privilege, but for purposes of requirements of this Agreement to provide access to Books and Records, the term specifically excludes documents or information that are subject to the attorney-client privilege and are identified in a privilege log as attorney-client privileged information.

Business and Operations Plans
The plans described in Section 4.7.2 that are prepared by Operator and approved by City pursuant to this Agreement, as amended from time to time by the Parties. Preliminary plans are attached as EXHIBIT G.

Business Day(s)
Any weekday (i.e., Monday through Friday) except for those weekdays on which (a) City offices are officially closed for business or (b) banks are not required or authorized by Law to be open in the State. When a required submittal falls on a non-Business Day, submittal shall be on the next Business Day.

California Public Records Act ("PRA")
California Government Code §6250 et seq., as amended or replaced from time to time.

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement

EXHIBIT A
Abbreviations and Definitions
Cardholder Data  Has the meaning set forth in Section 10.2(a).

Change Order  A written order issued by City to Operator delineating changes in the Services or other activities within the general scope of this Agreement or in the terms and conditions of this Agreement in accordance with Article 6 of this Agreement, and establishing, if appropriate, an adjustment to financial terms or schedule.

City  City of Inglewood, acting by and through the person or persons designated by City to take a specified action on behalf of City.

City Agents  Any and all elected and appointed officials, officers, employees, consultants, advisors, servants, representatives and agents of City.

City Attorney  The City Attorney of City of Inglewood.

City Default  Has the meaning set forth in Section 18.3.

City IP  Means:

(a) Intellectual Property owned by or licensed to City, including but not limited to any and all Intellectual Property and data that City or any City Agent provides to Operator or any Operator Party for use in connection with OPR System or branding/marketing of the Services; and

(b) Any Intellectual Property authored, created, invented and/or put into practice under and/or for the purposes of the Services, whether by City, Operator or an Operator Party, including but not limited to (i) all marketing and branding material created for the Services, (ii) all white-label components of the OPR System that are branded/associated with City or TMOP, and (iii) all specific components of the OPR System that are developed or customized for City or the Services, except, for each of clause (a) and (b) above, (i) Operator IP, (ii) Third Party IP and/or (iii) Intellectual Property subject to clause (b) above that is an improvement, continuation or adaptation of either Operator IP or Third Party IP.

City Program Parking Lots  The parking lots owned by City and identified in EXHIBIT B.

City Provided Equipment  Equipment provided by the City of Inglewood in support of Operator's provision of the Services under this Agreement.

City Surcharge  City's surcharge levied on Shuttle Services, as set forth in Section 9.2. "City Surcharge" does not include any City
surcharge that City may levy on GTrans' Integrated Transit Service or under the Access Fee Program.

City Taxes and Surcharge Account
Has the meaning set forth in Section 11.2.1(b).

City's Transportation Management and Operations Program
City's program and related plans for managing transportation as described in Section 5.9.1.

Claim
Means (a) a demand by Operator, which is or potentially could be disputed by City, for a time extension under this Agreement or payment of money or damages from City to Operator; or (b) a demand by City, which is or potentially could be disputed by Operator, for payment of money or damages from Operator to City.

Communications, Advertising and Marketing Plan
The Business and Operations Plan for communications, advertising and marketing, as amended from time to time by the Parties.

Customer Information
Has the meaning set forth in Section 10.2(a).

Customer Service Plan
The Business and Operations Plan for customer service, as amended from time to time by the Parties.

Deviation
Has the meaning set forth in Section 6.10.1.

Effective Date
The date of execution and delivery of this Agreement by both City and Operator.

Eligible Expenses
Means and includes:
(a) Operator's actual, reasonable fixed expenses, variable expenses, ITF expenses that are within the categories of expenses delineated in EXHIBIT F-1, as revised;
(b) the Operator's Management Fee, except that the Operator's Management Fee is not an Eligible Expense for the first Financial Reporting Period;
(c) payments to City of the City Surcharge, City parking taxes and any other City tax, including sales taxes, in respect of parking spaces that generate Gross Revenue; and
(d) sales taxes owed to any governmental entity in respect of sales or Services that generate Gross Revenue.

Eligible Expenses do not include:
(i) the AFP Management Fee (if any);
(ii) any other costs or investments associated with standing up or operation of any Access Fee Program;
(iii) any costs related to the management, operation or maintenance of the OPR System;
(iv) any payments to GTrans for its Integrated Transit Services; and
(v) any costs related to any entertainment/tailgating experience and activities that may occur at Southwest College, including food and beverage costs.

Expiration Date
The date the Term ends.

Financial Models
The financial models for the Program, consisting of separate models for Service Tier 1, Service Tier 2, and Service Tier 3 attached as EXHIBIT G, as such financial models are updated or revised from time to time pursuant to this Agreement.

Financial Reporting Period
The period beginning August 1 and ending July 31.

Fleet
The rolling stock of Shuttles.

Fleet and Routing Plan
The Business and Operations Plan for routing of Shuttles for the Shuttle Services portion of the Program, as amended from time to time by the Parties.

Force Majeure Event
The occurrence of any of the following, except to the extent caused by the act or omission of Operator or any of its subcontractors or vendors, that, alone or in combination, materially and adversely affects Operator's ability to provide the Services:

(a) fire, earthquake, flood, storm or other severe act of nature;
(b) war, civil war, invasion, blockade, embargo or violent act of foreign enemy or armed conflict;
(c) any strike, lockout, work slowdown or other dispute generally affecting an industry in the State that involves services or duties to be rendered by Operator under this Agreement, but excluding any strike, lockout, work slowdown or similar dispute specific to the Operator or any of its subcontractors or vendors;
(d) any act of riot, insurrection, civil commotion or sabotage, but excluding any act of riot, insurrection, civil commotion or sabotage directed specifically at Operator or any of its subcontractors or vendors; or
(e) nuclear, chemical or biological contamination.

General Program Services
The services set forth in Section 4.2.
Good Industry Practice

The exercise of the degree of skill, diligence, prudence and foresight, and the use of equipment and technology, that would reasonably and ordinarily be expected from a skilled and experienced organization providing and operating services, tasks and deliverables in the United States that (a) are comparable to those required by this Agreement, (b) are under the same or similar circumstances and conditions, (c) comply with contractual obligations and applicable laws and governmental permits and approvals, and (d) conform to all professional operating principles and practices generally accepted as standards of the industry.

Gross Revenues

Means and includes all revenues collected for:

(a) Parking Fees, including any applicable parking and sales taxes;
(b) Shuttle Fares, including the City Surcharge and any applicable sales taxes; and
(c) other income, including advertising income.

Gross Revenues does not include:

(a) The OPR Reservation Fee;
(b) any Access Fees that may be generated from any Access Fee Program; and
(c) any revenue collected by GTrans for its provision of Integrated Transit Services; and
(d) any City surcharges and taxes on the provision of Integrated Transit Services; and
(e) any revenue related to any entertainment/tailgating experience and activities that may occur at Southwest College, including food and beverage sales revenue.

GTrans

Gardena Transit.

Guarantor

The entity executing the Form of Guaranty set forth in Exhibit I.

Guaranty

The Form of Guaranty set forth in 0, as executed by Guarantor.

Hazardous Material

Any substance the presence of which requires the investigation or remediation under any federal, state or local statute, regulation, rule, ordinance, order, action, policy or common law; or

(a) Any substance which is or becomes defined as a hazardous waste, extremely hazardous waste, hazardous material, hazardous substance,
hazardous chemical, toxic chemical, toxic substance, cancer causing substance, substance that causes reproductive harm, pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); or

(b) Any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, council, board, or instrumentality of the United States, the State of California, City of Los Angeles, or any political subdivision of any of them; or

(c) Any substance the presence of which causes or threatens to cause a nuisance upon any Program Parking Lot, the ITF or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about such property; or

(d) Any substance the presence of which on adjacent properties could constitute a trespass by Operator; or

(e) Any substance, without limitation, which contains gasoline, diesel fuel or other petroleum hydrocarbons, lubricating oils, solvents, polychlorinated biphenyls (PCBs) asbestos, urea formaldehyde or radon gases.

Inglewood Basketball and Entertainment Center

A sports arena and related facilities planned to be built and operated in the Inglewood Sports and Entertainment District by and for the Los Angeles Clippers professional basketball team.

Inglewood Sports and Entertainment District

The area in City comprising The Forum, Stadium and the Sports and Entertainment District at Hollywood Park (inclusive of all mixed-use development undertaken as part of the overall redevelopment of Hollywood Park), the Hollywood Park Casino and (if and when approved) the proposed future Ingiewood Basketball and Entertainment Center.

Integrated Transit Services

Services of transit agencies as contemplated by the Parties pursuant to Section 4.4.1.

Intellectual Property

All current and future legal and/or equitable rights and interests in know-how (including trade secrets and confidential

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
business information which have been recorded in or on any media, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade names, trade dress, trade secrets, trade secret rights, designs (registered and unregistered), other design rights, logos, utility models, circuit layouts, database rights, business and domain names (including fictitious business names), inventions (patentable or not), solutions embodied in technology, other intellectual activity, all analogous rights in other jurisdictions and applications (drafted or pending). Intellectual Property includes software used in connection with the Services (including software used for management of operations), Source Code and Source Code Documentation, financial models and modeling data, and trade secret information contained in the Financial Models. Intellectual Property is distinguished from any physical embodiment of, and documentation disclosing, Intellectual Property including, without limitation, submittals, physical construction and equipment itself and from data, sketches, charts, calculations, plans, drawings, layouts, depictions, specifications, manuals, electronic files, artwork, correspondence and other documents or work product.

**ITF**

The intermodal transit facility improvements to be built by City based on, and at the location depicted in, the ITF Schematics for the purpose of enhancing bus and shuttle transit to and from the Inglewood Sports and Entertainment District.

**ITF Hours of Operation**

Has the meaning set forth in Section 4.9.5(b).

**ITF O&M Plan**

Has the meaning set forth in Section 4.7.2(h), as such plan is revised from time to time.

**ITF Schematics**

The schematic plans attached to this Agreement as EXHIBIT D.

**IP Escrow Agent**

Has the meaning set forth in Section 17.5.

**IP Escrows**

Has the meaning set forth in Section 17.5.

**IP Materials**

All physical and/or electronic embodiment of IP including, without limitation, preliminary source materials, software, source code and all relevant commentary, explanations and instructions to compile source code, final construction diagrams, instructions and repair manuals, work product, documents, results and related materials where and as such embodiments are necessary to allow Metro the full benefits, exercise, use and purpose of its contractual rights pursuant to this Agreement.
Key Personnel

Operator Personnel who are set forth in Exhibit E.

(a) any municipal, state or federal law, statute, code, regulation, ordinance, rule or common law;
(b) any binding judgment (other than regarding a Claim or other dispute);
(c) any binding judicial or administrative writ, order, judgment, injunction, award or decree (other than regarding a Claim or other dispute);
(d) any valid written directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by City within the scope of its administration of this Agreement); or
(e) any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any federal, state or local governmental entity, in each case which is applicable to or has an impact on Operator, and Operator Party, the Services or related work, whether taking effect before or after the Effective Date.

For purposes hereof, “governmental entity” includes all public authorities, agencies or departments of government and federal and state courts and tribunals.

Local Hiring Plan

The Business and Operations Plan for hiring local business and individuals to support the Program, as amended from time to time by the Parties.

Major Events

Has the meaning set forth in Section 4.6.1(c).

Major Event Budget

Means the budget for Operator’s provision of the Services for Major Events under Section 4.6.

Major Event Day

Any day on which a Major Event occurs.

Major Event Liability Cap

Means any proposed modification to the Service Tier Liability Caps as a result of Operator’s performance of the Services for Major Events under Section 4.6.

Major Event Management Fee

Means the management fee for Operator’s performance of the Services for any Major Events.

Major Event Plans

Means the supplements and updates to the Business and Operations Plans as set forth in Section 4.6.3.

Management Plan

The Business and Operations Plans in Exhibit G for Operator’s management and overseeing of the Program, as amended from time to time by the Parties.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Major Event Proposal</td>
<td>Means the package of materials prepared by Operator pursuant to Section 4.6.3.</td>
</tr>
<tr>
<td>Negotiation</td>
<td>Has the meaning set forth in Section 19.1.</td>
</tr>
<tr>
<td>Net Operating Income or NOI</td>
<td>For each partial or full Financial Reporting Period, the greater of (a) Gross Revenues for such period minus Eligible Expenses for such period or (b) zero.</td>
</tr>
<tr>
<td>Net Operating Loss or NOL</td>
<td>For each partial or full Financial Reporting Period, Gross Revenues for such period minus Eligible Expenses for such period, but only if it is a negative number.</td>
</tr>
<tr>
<td>NFL Game</td>
<td>A National Football League pre-season or regular season game played at the Stadium.</td>
</tr>
<tr>
<td>NFL Game Days</td>
<td>All days on which an NFL Game occurs (totaling 20 game days per NFL Season).</td>
</tr>
<tr>
<td>NFL Season</td>
<td>The period of time from and including the first pre-season NFL Game to and including the Super Bowl.</td>
</tr>
<tr>
<td>Notice of Expansion</td>
<td>Notice sent by City to Operator pursuant to Section 4.6.1(b).</td>
</tr>
<tr>
<td>Notice of Mediation</td>
<td>Notice sent by a Party pursuant to Section 19.2.</td>
</tr>
<tr>
<td>Operator</td>
<td>LAZ Parking California, LLC, a Connecticut limited liability company organized under the laws of the State of Connecticut, and its permitted successors and assigns.</td>
</tr>
<tr>
<td>Operator Change Request</td>
<td>Has the meaning set forth in Section 6.8.1.</td>
</tr>
<tr>
<td>Operator Default</td>
<td>Has the meaning set forth in Section 18.1 of this Agreement.</td>
</tr>
</tbody>
</table>
| Operator IP | Means:  
(a) Intellectual Property developed by Operator or its affiliates or subcontractors either (i) prior to the Effective Date or (ii) independently of this Agreement utilized in connection with providing the Services; or  
(b) Any Intellectual Property that (i) is authored, created, invented and/or put into practice by Operator or its affiliates or subcontractors under and/or for the purposes of the Services, (ii) is an improvement, continuation or adaptation of Intellectual Property subject to clause (a) above, and (ii) is incorporated into the Services or related work. |
| Operator Parties | Means: |

Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement
(a) Operator's equity members, partners or shareholders,
(b) Operator's contractors and subcontractors at all tiers,
(c) any other persons or entities performing any Service-related work,
(d) any other persons or entities for whom Operator may be legally or contractually responsible and the employees, agents, officers, directors, representatives, consultants, successors and assigns of any of the foregoing.

Operator's Management Fee
- Operator's fee charged to City for Operator's provision of the Services under this Agreement, as more specifically set forth in Section 3.2.

Operator's Proposal

OPR Reservation Fee
- Has the meaning set forth in Section 9.6.

OPR System
- The online, web-based and mobile platform with the minimum capabilities and features describe in Section 4.7.2(d).

OPR System Plan
- The Business and Operations Plan for the OPR System, as amended from time to time by the Parties.

Option to Expand
- Has the meaning set forth in Section 4.6.1.

Parking Fee
- The fee charged to the public for parking at one of the Program Parking Lots, inclusive of City parking taxes.

Program Parking Lots Plan
- The Business and Operations Plan for operating and managing the Program Parking Lots, as amended from time to time by the Parties.

Parties
- City and Operator and their permitted successors and assigns.

PCI Data Security Standard Requirements
- The requirements set forth in the Payment Card Industry Data Security Standard, as such standard may be revised or updated from time to time.

Performance Report
- The report required under Section 16.2.

Personnel
- All individuals engaged by Operator for the provision of the Services under this Agreement, including Key Personnel.
Program

Services set forth in this Agreement on the terms and conditions herein to support the City's traffic management and operations plan.

Program Parking Lots

The Remote Program Parking Lots and the City Program Parking Lots.

Public Records Act or PRA

California Government Code, Title 1, Division 7, Chapter 3.5

Remote Program Parking Lots

The parking lots identified in EXHIBIT C together with any other and additional parking lots, garages, structures and facilities that Operator may include, with City's prior written approval, for provision of parking services and Shuttle Services pursuant to this Agreement.

RFP

Has the meaning set forth in the first Recital of this Agreement.

Safety and Security Plan

The Business and Operations Plan for ensuring the safety and security of the public and individuals engaged in the provision of the Services, as such plan is revised from time to time.

Services

The parking services, Shuttle Services, QPR System services, services respecting the ITF including management of pedestrian queuing, equipment and Personnel in areas adjacent to the ITF, and all other the services and functions to be provided and performed by Operator under this Agreement.

Service Commencement Date

The date of the first NFL Game Day at the Stadium in 2021.

Service Provider

Has the meaning set forth in Section 10.2.

Service Tier

The tiers of service as set forth in Section 4.2.6.

Service Tier 1

The Service Tier as set forth in Section 4.3.2.

Service Tier 2

The Service Tier as set forth in Section 4.3.3.

Service Tier 3

The Service Tier as set forth in Section 4.3.3(c).

Service Tier Liability Cap

Has the meaning set forth in Section 11.6.1.

Service Tier Selection Notice

Notice provided by City to Operator pursuant to Section 5.3.

Shuttle

Each bus or other multi-passenger vehicle that Operator or its vendor uses or operates or holds in reserve for providing transportation service to customers between Program Parking Lots and the ITF.
Shuttle Fare  
The roundtrip fare charged to the public for use of the Shuttle Services, inclusive of the City Surcharge.

Shuttle Hours of Operation  
Hours the Shuttle Services are available to the public, as set forth in Section 4.3.2(b)(3).

Shuttle Services  
Operator's transportation management and operation services between the Program Parking Lots and the ITF through the use of dynamically routed Shuttles.

Signage Plan  
The Business and Operations Plan for signage and wayfinding, as such plan is revised from time to time.

Source Code and Source Code Documentation  
(a) Software written in programming languages, such as C and Fortran, including all comments and procedural code, such as job control language statements, which shall be in a form intelligible to trained programmers and capable of being translated into object or machine readable code for operation on computer equipment through assembly or compiling;

(b) Documentation, including flow charts, schematics, statements of principles of operations, architectural standards, and commentary, explanations and instructions for compiling, describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer through study of such documentation to maintain and/or modify the software without undue experimentation; and

(c) All modifications, revisions, additions, substitutions, replacements, updates, upgrades and corrections made to the foregoing items.

Stadium  
The approximately 75,000 seat football stadium in Inglewood Sports and Entertainment District that will be the home for the Los Angeles Rams and Los Angeles Chargers professional football teams.

Stadium Operator  
Entity engaged by Stadium to manage and operate the venue.

Staging Area  
The area(s) designated by City pursuant to Section 5.8.

Term  
Has the meaning set forth in Section 2.2, and includes any extension thereof pursuant to Section 2.3.

Testing and Commissioning Procedures Plan  
The Business and Operations Plan for testing all Services and features of the Program, as such plan is revised from time to time.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Third Party Claim</td>
<td>Any claim, demand, cause of action, suit, investigation, legal and administrative proceeding, damages, loss, liability, cost and expense, including attorney fees incurred or owing in connection with the same, in each case if asserted or incurred by or awarded to any person or entity, public or private, other than City and Operator. Without limiting the foregoing, &quot;Third Party Claim&quot; includes a claim by any employee of Operator or an Operator Party.</td>
</tr>
<tr>
<td>Third Party IP</td>
<td>Any Intellectual Property owned by any person or entity unrelated to Operator or an Operator Party, and which is incorporated into the Services or related work.</td>
</tr>
<tr>
<td>Transportation Network Company or TNC</td>
<td>An entity that provides prearranged transportation services for compensation using an online-enabled application or platform (such as smart phone apps) to connect drivers using their personal vehicles with passengers.</td>
</tr>
<tr>
<td>Workers' Compensation Act</td>
<td>California Labor Code §§3700 et seq.</td>
</tr>
<tr>
<td>Year</td>
<td>Each consecutive period of 12 months following the Service Commencement Date and each anniversary of the Service Commencement Date.</td>
</tr>
<tr>
<td>City</td>
<td>NFL Sat</td>
</tr>
<tr>
<td>-------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Civic Center Garage</td>
<td>456</td>
</tr>
<tr>
<td>Locust Street Garage</td>
<td>308</td>
</tr>
<tr>
<td>Senior Center Garage</td>
<td>147</td>
</tr>
<tr>
<td>Library Lot</td>
<td>240</td>
</tr>
</tbody>
</table>

"Civic Center Garage" - 1 West Manchester Boulevard
"Locust Street Garage" - 115 South Locust Street
"Senior Center Garage" - 333 East Queen Street
"Library Lot" - 101 West Manchester Boulevard
**EXHIBIT C**  
Remote Program Parking Lots

<table>
<thead>
<tr>
<th>No.</th>
<th>Service Tier</th>
<th>Location</th>
<th>City</th>
<th>Type</th>
<th>Parking Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>2</td>
<td>1600 W. Imperial Highway (referred to as the &quot;Southwest College Parking Lot&quot;)</td>
<td>Los Angeles</td>
<td>Structure / Garage and Surface Lots</td>
<td>Up to ~1,620</td>
</tr>
<tr>
<td>2.</td>
<td>3</td>
<td>2222 E. Imperial Hwy (referred to as the &quot;Flyte Garage&quot;)</td>
<td>Los Angeles</td>
<td>Structure / Garage</td>
<td>1,800</td>
</tr>
<tr>
<td>3.</td>
<td>3</td>
<td>6060, 6080, 6100 Center Drive (referred to as the &quot;Playa District&quot;)</td>
<td>Los Angeles</td>
<td>Structure / Garage</td>
<td>1,250</td>
</tr>
<tr>
<td>Name</td>
<td>Title</td>
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</tr>
<tr>
<td>John Svendblad</td>
<td>LAZ, Senior Vice President</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conrad Midolo</td>
<td>LAZ, Regional Vice President</td>
<td></td>
<td></td>
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<tr>
<td>Robert Maroney</td>
<td>LAZ, Vice President, Government Services</td>
<td></td>
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<tr>
<td>Rio Lupisan</td>
<td>LAZ, Special Projects/ Development Manager</td>
<td></td>
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<tr>
<td>Ivan Hern</td>
<td>LAZ, General Manager, Commercial Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lakeisha Holmes</td>
<td>LAZ, Director of Business Development</td>
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<tr>
<td>Adam Karp</td>
<td>LAZ, Marketing &amp; Business Development Manager</td>
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<tr>
<td>Ralph Caldin</td>
<td>LAZ, Vice President of Transportation Services</td>
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</tbody>
</table>
Tier 1 Model
## TIER 1

### City of Inglewood

**Parking Location List**

<table>
<thead>
<tr>
<th>Number</th>
<th>Location Name</th>
<th>Address</th>
<th>City</th>
<th>Spaces</th>
<th>Parking per Space</th>
<th>Total Parking</th>
<th>Parking per Bus</th>
<th>Minimum Stops</th>
<th>Loop Time Minutes</th>
<th>Pre Event Loading Minutes</th>
<th>Maximum Bus Length</th>
<th>Post Event Unload Minutes</th>
<th>Maximum Bus Length</th>
<th>Bus Required</th>
<th>Large Event Rate</th>
<th>Medium Event Rate</th>
<th>Small Event Rate</th>
<th>Shuttle Rate</th>
<th>Shuttle Passenger Surcharge</th>
<th>Percentage Amt</th>
<th>Fixed Rate</th>
<th>Revenue Required Inflating</th>
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</thead>
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<tr>
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<td></td>
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<td></td>
<td>3</td>
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<td>150</td>
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<td>1.41</td>
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<tr>
<td>7</td>
<td>Civil Center Garage</td>
<td>5 Manchester Rd</td>
<td>Los Angeles</td>
<td>456</td>
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<tr>
<td>8</td>
<td>Bunche Street Garage</td>
<td>115 South Los Angeles Blou</td>
<td>Los Angeles</td>
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<tr>
<td>9</td>
<td>Senator Center Garage</td>
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<td>Los Angeles</td>
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<tr>
<td>11</td>
<td>Busard Hub</td>
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<td>150</td>
<td>4.00</td>
<td>2.20</td>
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<td><strong>Totals</strong></td>
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<td>7 $ 10.00</td>
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</tr>
</tbody>
</table>

| **Total Space (Demand)** | 3001 |

**Definitions**
- Large Event: 70,000+ attendees
- Medium Event: 50,000-70,000 attendees
- Small Event: 15,000-50,000 attendees
## City of Inglewood

### Assumptions

<table>
<thead>
<tr>
<th>Factor</th>
<th>Value</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parkers per space</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Parkers per bus (City Lots)</td>
<td>40</td>
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</tr>
<tr>
<td>Parkers per bus (Non City Lots)</td>
<td>50</td>
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<tr>
<td>Large Event Factor</td>
<td>90%</td>
<td>Billable</td>
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<tr>
<td>Medium Event Factor</td>
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<td>Billable</td>
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<tr>
<td>Small Event Factor</td>
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<tr>
<td>Charter Bus Hourly Rental Rate</td>
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<td>Shuttle Hourly Rental Rate</td>
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<td>Large Event Hours</td>
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<td>Medium Event Hours</td>
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<td>Small Event Hours</td>
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<td>Football Games</td>
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<tr>
<td>Other Events</td>
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<tr>
<td>Large Events</td>
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<tr>
<td>Medium Events</td>
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<td>Small Events</td>
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<tr>
<td>Parking Tax Rate (Visitor Parking Only)</td>
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<tr>
<td>Parking Tax Rate (Other Revenue)</td>
<td>10.00%</td>
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<tr>
<td>Business Tax Rate</td>
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<td>CC Sales Pct</td>
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<tr>
<td>Senior Center Garage</td>
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</tr>
<tr>
<td>101 W. Manchester</td>
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### No Dedicated Lanes

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### Dedicated Lanes

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</tr>
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### Dedicated Lane Pct

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***This assumption tab is the basis for all calculation that the entire workbook pulls from***
City of Inglewood
Start Expenses - Applicable only in year 1

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<th>Item Description</th>
<th>El Camino College</th>
<th>Southwest College</th>
<th>Playa District</th>
<th>SFII Hyde</th>
<th>202 Nash St</th>
<th>10130 La Cienega</th>
<th>Civic Center Garage</th>
<th>Locust Street Garage</th>
<th>Senior Center Garage</th>
<th>101 W. Manchester</th>
<th>Transit Hub</th>
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<td>Total Startup Expenses by Location</td>
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Various Operating Supplies on Location Expenses Tab - Need to be keypunched individually
Individual Line Items on Location P & L Tab - formula driven from P & L Tabs
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<tr>
<th>Location Name</th>
<th>Address</th>
<th>Large Events</th>
<th>Medium Events</th>
<th>Small Events</th>
<th>Parking Tax Gross Revenue</th>
<th>Parking Tax Expense</th>
<th>Operating Income</th>
<th>Net Operating Income</th>
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<td>Corr Center Garage</td>
<td>161 W Manchester</td>
<td>19</td>
<td>0</td>
<td>0</td>
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<td>Senior Center Garage</td>
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PORTION OF LIABILITY CAP ALLOCATED TO TRANSIT HUB EXPENSES: $35,000 (Estimated)
<table>
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<th>Fiscal Year</th>
<th>General Fund</th>
<th>A1 - ARC</th>
<th>A2 - ARC</th>
<th>A3 - ARC</th>
<th>A4 - ARC</th>
<th>A5 - ARC</th>
<th>A6 - ARC</th>
<th>Total ARC</th>
<th>General Fund Plus Total ARC</th>
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<td>$4,032,100</td>
<td>$2,016,050</td>
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<td>$126,003</td>
<td>$63,001</td>
<td>$7,834,200</td>
<td>$11,866,300</td>
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<td>$126,003</td>
<td>$63,001</td>
<td>$7,834,200</td>
<td>$11,866,300</td>
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</tbody>
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**Note:** The financial indicators include an 80% of current costs. Financial indicators are presented in this format: $X, YZ, AB. All figures are rounded to the nearest whole number.
## TIER 1

**LAZ Parking**  
City of Highland and LAZ  
**Revenue:** Total Revenue in Tiers

### Revenue Tailored to Management Factors

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<th>Scenario</th>
<th>100%</th>
<th>70%</th>
<th>50%</th>
<th>30%</th>
<th>20%</th>
<th>10%</th>
<th>5%</th>
<th>1%</th>
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</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$1,417,686</td>
<td>$1,000,129.91</td>
<td>$736,429.54</td>
<td>$517,452.43</td>
<td>$346,659.81</td>
<td>$210,120.36</td>
<td>$105,060.19</td>
<td>$10,506.02</td>
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### Expenses

#### Total Expenses

<table>
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<tr>
<th>Description</th>
<th>100%</th>
<th>70%</th>
<th>50%</th>
<th>30%</th>
<th>20%</th>
<th>10%</th>
<th>5%</th>
<th>1%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenses</td>
<td>$1,417,686</td>
<td>$1,000,129.91</td>
<td>$736,429.54</td>
<td>$517,452.43</td>
<td>$346,659.81</td>
<td>$210,120.36</td>
<td>$105,060.19</td>
<td>$10,506.02</td>
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### Financial Results

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<th>50%</th>
<th>30%</th>
<th>20%</th>
<th>10%</th>
<th>5%</th>
<th>1%</th>
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<tbody>
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<td>$0</td>
<td>$0</td>
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</tr>
</tbody>
</table>

---

**Notes:**
- The financial model is predicated on 90% of parking sold. 
- Scenario 1 (Column A) is 100% of parking sold, thus implying 90%. 
- Scenario 2 (Column B) 90% sold would actually be 81% of total spaces sold. 
- The percentage breakdown points would be as follows: (81.5%, 79%, 69.5%, 67%, 65%, 62.5%, 60%, 57.5%, 55%, 52.5%, 50%, 47.5%, 45%, 42.5%, 40%, 37.5%, 35%, 32.5%, 30%, 27.5%, 25%, 22.5%, 20%, 17.5%, 15%, 12.5%, 10%, 7.5%, 5%, 2.5%, 1%).

---

**City Service Tierability Can Be Based on Scenario #9 or 30%, Adjusted Down to Match 25% Levee Utilization.**

For other years, AFL will be $40,000,000.
Tier 2 Model
## TIER 2

<table>
<thead>
<tr>
<th>Number</th>
<th>Location Name</th>
<th>Address</th>
<th>City</th>
<th>Spots</th>
<th>Parking per Space</th>
<th>Total Parking</th>
<th>Parking per Bus</th>
<th>Parking per Lot</th>
<th>Minimum Trucks</th>
<th>Ramp Time Minutes</th>
<th>Per Event Loading Minutes</th>
<th>Maximum Buses Longer</th>
<th>Maximum Buses Lines</th>
<th>Assisted Event</th>
<th>Event Rate</th>
<th>Medium Event Rate</th>
<th>Small Event Rate</th>
<th>Shuttle Rate</th>
<th>Shuttle Passenger Surcharge</th>
<th>Percentages Rents</th>
<th>Tied</th>
<th>Bussing Required (in hours)</th>
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<td>1600 W Imperial Hwy</td>
<td>Los Angeles</td>
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<td>36.00</td>
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<td>150</td>
<td>3.45</td>
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<td>3.12</td>
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<tr>
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<td>Los Angeles</td>
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<td>150</td>
<td>3.45</td>
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</tbody>
</table>

### Definitions:
- **Large Event:** 70,000+ attendees
- **Medium Event:** 50,000-70,000 attendees
- **Small Event:** 35,000+ attendees
City of Inglewood
Start Expenses - Applicable only in year 1

<table>
<thead>
<tr>
<th>Category</th>
<th>El Camino College</th>
<th>Southwest College</th>
<th>Playa District</th>
<th>Spill Hyde</th>
<th>202 Nash St</th>
<th>10139 La Cienega</th>
<th>Civic Center Garage</th>
<th>Lotus Street Garage</th>
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<tr>
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<tr>
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<tr>
<td>Employee Break Area</td>
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<tr>
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</tr>
<tr>
<td>FLASH Scanner</td>
<td>165.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
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<td>-</td>
<td>-</td>
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</tr>
</tbody>
</table>

Total per Event: 335.00

Scheduled Large Events: 19 19 19 19 19 19 19 19 19 19

Total Startup Expenses by Location: 6,365.00

Total Startup Expenses: 3,190.75

Various Operating Supplies on Location Expenses Tab - Need to be keypunched individually
Individual Line Items on Location P & L Tab - Formula driven from P & L Tabs
### Assumptions

<table>
<thead>
<tr>
<th>Category</th>
<th>Value</th>
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<tbody>
<tr>
<td>Parkers per space</td>
<td>3</td>
</tr>
<tr>
<td>Parkers per bus (City Lots)</td>
<td>40</td>
</tr>
<tr>
<td>Parkers per bus (Non City Lots)</td>
<td>50</td>
</tr>
<tr>
<td>Large Event Factor</td>
<td>90%</td>
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<tr>
<td>Medium Event Factor</td>
<td>0%</td>
</tr>
<tr>
<td>Small Event Factor</td>
<td>0%</td>
</tr>
<tr>
<td>Charter Bus Hourly Rental Rate</td>
<td>$120.00</td>
</tr>
<tr>
<td>Shuttle Hourly Rental Rate</td>
<td>$120.00</td>
</tr>
<tr>
<td>Bus Factor</td>
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</tr>
<tr>
<td>Large Event Hours</td>
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<td>Medium Event Hours</td>
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<td>Small Event Hours</td>
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### Calculations

<table>
<thead>
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<tbody>
<tr>
<td>Parking Tax Rate (Visitor Parking Only)</td>
<td>10.00%</td>
</tr>
<tr>
<td>Parking Tax Rate (Other Revenue)</td>
<td>10.00%</td>
</tr>
<tr>
<td>Business Tax Rate</td>
<td>0.11%</td>
</tr>
<tr>
<td>Payroll Taxes/PTO/Payroll Processing/ Health Insurance</td>
<td>23.00%</td>
</tr>
<tr>
<td>Worker's Comp</td>
<td>12.000%</td>
</tr>
<tr>
<td>CC Sales Pct</td>
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<tr>
<td>CC Merchant Fee</td>
<td>3.00%</td>
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<tr>
<td>Attendant Pay Rate</td>
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<tr>
<td>Maintenance Pay Rate</td>
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<td>Supervisor Pay Rate</td>
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<tr>
<td>Shuttle Passenger Surcharge</td>
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<tr>
<td>Shuttle Fare per Passenger</td>
<td>$7.00</td>
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### Dedicated Lanes

<table>
<thead>
<tr>
<th>Location</th>
<th>Dedicated Lane Pct</th>
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<tbody>
<tr>
<td>Southwest College</td>
<td>100%</td>
</tr>
<tr>
<td>Locust Street Garage</td>
<td>25</td>
</tr>
<tr>
<td>Senior Center Garage</td>
<td>25</td>
</tr>
<tr>
<td>101 W. Manchester</td>
<td>25</td>
</tr>
<tr>
<td>Transit Hub</td>
<td>0</td>
</tr>
</tbody>
</table>

**Note:** This assumption tab is the basis for all calculation that the entire workbook pulls from.
## TIER 2

**City of Inglewood**  
**Detailed Summary**  
The revenue & expenses represented are for an event factor of 90% of capacity or greater.

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>Large Events</th>
<th>Medium Events</th>
<th>Small Events</th>
<th>Gross Revenue</th>
<th>Parking Tax Visitor Revenue</th>
<th>Parking Tax Other Revenue</th>
<th>Passenger Shuttle Surcharge</th>
<th>Location Expenses</th>
<th>Transit Hub Expenses</th>
<th>Initial Operating Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwest College</td>
<td>1600 W Imperial Hwy</td>
<td>19</td>
<td>0</td>
<td>0</td>
<td>$779,486.40</td>
<td>$ (70,662.40)</td>
<td>$ (83,518.40)</td>
<td>$ (318,135.55)</td>
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<td></td>
<td>$366,972.05</td>
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<tr>
<td></td>
<td></td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civic Center Garage</td>
<td>1 Manchester Blvd</td>
<td>19</td>
<td>0</td>
<td>0</td>
<td>$460,018.40</td>
<td>$ (26,937.16)</td>
<td>$ (23,392.80)</td>
<td>$ (213,290.40)</td>
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<td></td>
<td>$196,438.04</td>
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<tr>
<td>Locust Street Garage</td>
<td>115 South Locust St</td>
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<td>0</td>
<td>$310,741.20</td>
<td>$ (18,194.40)</td>
<td>$ (15,800.40)</td>
<td>$ (104,568.00)</td>
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<td></td>
<td>$122,177.00</td>
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<tr>
<td>Senior Center Garage</td>
<td>333 East Queen St</td>
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<td>0</td>
<td>$148,208.30</td>
<td>$ (8,683.69)</td>
<td>$ (7,541.10)</td>
<td>$ (106,379.36)</td>
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<td></td>
<td>$25,704.15</td>
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<tr>
<td>101 W Manchester</td>
<td>101 W Manchester</td>
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<td>0</td>
<td>$252,583.00</td>
<td>$ (17,131.00)</td>
<td>$ (14,877.00)</td>
<td>$ (149,555.89)</td>
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<td>$113,667.62</td>
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<tr>
<td>Transit Hub</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$1,991,175.30</td>
<td>$ (141,808.75)</td>
<td>$ (145,127.70)</td>
<td>$ (943,910.10)</td>
<td></td>
<td></td>
<td>$447,935.75</td>
</tr>
</tbody>
</table>

***SFR Parking: NOT subject to TIER 2 City of LA Parking Fee***

| Tax Management Fee | $161,500.00 |
| Net Operating Income | $286,935.75 |

**PORTION OF LIABILITY CAP ALLOCATED TO TRANSIT HUB EXPENSES: $315,000 (Rounded)**
### TIER 2

#### LAZ Parking

**City of Highlandwood: LAZID Remote Parking Facility**

**HGI Table: Tier 2**

**Current Model: 90% sold**

<table>
<thead>
<tr>
<th>Revenue Activity</th>
<th>Scenario #1</th>
<th>Scenario #2</th>
<th>Scenario #3</th>
<th>Scenario #4</th>
<th>Scenario #5</th>
<th>Scenario #6</th>
<th>Scenario #7</th>
<th>Scenario #8</th>
<th>Scenario #9</th>
<th>Scenario #10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Earned</td>
<td>$1,991,375.55</td>
<td>$1,792,957.77</td>
<td>$1,562,949.34</td>
<td>$1,391,812.74</td>
<td>$1,594,050.38</td>
<td>$1,092,334.66</td>
<td>$915,967.56</td>
<td>$798,401.10</td>
<td>$696,911.36</td>
<td>$451,921.83</td>
</tr>
</tbody>
</table>

#### Eligible Expenses

**Tax & Charges**

- **Total Parking Fee:**
  - **Other Revenue:** $141,628.75
  - **Subtotal, Taxes & Charges:** $18,909.04

**Operational Expenses**

- **Total Parking Fee:**
  - **Subtotal, Operational Expenses:** $1,256,953.10
  - **Total Eligible Expenses:** $1,547,639.55

**Initial Operating Income**

- **Net Operating Income:** $786,025.75

**Revenue Share**

- **City of Highlandwood:** $143,017.86
- **Tax:** $57,605.35
- **Total Revenues to City:** $25,093.92

---

**Notes:**

- This financial model is predicated on 90% of parking sold. So Scenario #1 (Column #1) is 90% of 90% sold, thus equaling 81%. Scenario #2 (Column #2) 90% sold would actually be 81% of total spaces sold. And so on and so forth until we understand where the program breakeven point would be which is actually 48.27% of total spaces sold. (48.63% X 90%)
### Tier 2

**Revenue Analysis**

<table>
<thead>
<tr>
<th>Scenario</th>
<th>100%</th>
<th>90%</th>
<th>75%</th>
<th>50%</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Gross Revenue</strong></td>
<td>$1,981,375.76</td>
<td>$2,762,057.77</td>
<td>$3,183,043.14</td>
<td>$3,291,022.74</td>
<td>$3,104,042.28</td>
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</table>

**Expenses**

**Taxes & Charges**

<table>
<thead>
<tr>
<th>Scenario</th>
<th>100%</th>
<th>90%</th>
<th>75%</th>
<th>50%</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Taxing Area - Union Pacific</strong></td>
<td>$141,426.75</td>
<td>$122,671.67</td>
<td>$112,947.02</td>
<td>$99,966.12</td>
<td>$89,311.15</td>
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<tr>
<td><strong>Total Parking Tax - Other Revenue</strong></td>
<td>$245,537.29</td>
<td>$189,416.93</td>
<td>$166,137.35</td>
<td>$100,548.39</td>
<td>$91,481.43</td>
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<tr>
<td><strong>Subtotal, Taxes &amp; Charges</strong></td>
<td>$386,964.04</td>
<td>$312,088.60</td>
<td>$279,084.37</td>
<td>$200,514.51</td>
<td>$180,792.58</td>
</tr>
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</table>

**Operational Expenses**

<table>
<thead>
<tr>
<th>Scenario</th>
<th>100%</th>
<th>90%</th>
<th>75%</th>
<th>50%</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total and Expenses (exclusive of Year 1 Start-Up)</strong></td>
<td>$310,441.51</td>
<td>$229,441.51</td>
<td>$212,411.57</td>
<td>$160,441.57</td>
<td>$130,441.57</td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>$79,189.00</td>
<td>$59,189.00</td>
<td>$45,189.00</td>
<td>$33,189.00</td>
<td>$21,189.00</td>
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<tr>
<td><strong>Total Fixed Expenses</strong></td>
<td>$314,252.50</td>
<td>$170,252.50</td>
<td>$167,252.50</td>
<td>$127,252.50</td>
<td>$109,252.50</td>
</tr>
<tr>
<td><strong>Total Management Fees</strong></td>
<td>$161,500.00</td>
<td>$161,500.00</td>
<td>$161,500.00</td>
<td>$161,500.00</td>
<td>$161,500.00</td>
</tr>
<tr>
<td><strong>Total Operational Expenses</strong></td>
<td>$486,202.05</td>
<td>$351,441.57</td>
<td>$328,964.07</td>
<td>$257,964.07</td>
<td>$219,964.07</td>
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</table>

**Total Operating Expenses**

<table>
<thead>
<tr>
<th>Scenario</th>
<th>100%</th>
<th>90%</th>
<th>75%</th>
<th>50%</th>
<th>25%</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial Guesstimate Income</strong></td>
<td>$318,435.28</td>
<td>$184,910.28</td>
<td>$142,043.14</td>
<td>$112,043.14</td>
<td>$92,043.14</td>
</tr>
<tr>
<td><strong>Guesstimate Income</strong></td>
<td>$169,217.64</td>
<td>$164,014.40</td>
<td>$161,416.93</td>
<td>$159,124.90</td>
<td>$158,217.64</td>
</tr>
<tr>
<td><strong>50% New Downtown Parking Lot</strong></td>
<td>$145,327.35</td>
<td>$136,014.35</td>
<td>$121,811.95</td>
<td>$107,811.95</td>
<td>$92,811.95</td>
</tr>
<tr>
<td><strong>50% New Downtown Parking Lot</strong></td>
<td>$158,217.64</td>
<td>$160,014.40</td>
<td>$157,416.93</td>
<td>$154,124.90</td>
<td>$150,217.64</td>
</tr>
<tr>
<td><strong>Total Revenues to City</strong></td>
<td>$169,201.69</td>
<td>$146,140.94</td>
<td>$122,355.65</td>
<td>$96,355.65</td>
<td>$79,355.65</td>
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</table>

*Note: This financial model is predicated on 90% of parking sold. So Scenario 1 (column A) is 100% of 90% sold, thus equaling 90%. Scenario 2 (column B) 90% sold would actually be 81% of total space sold. And so on and so forth until we understand where the program breaks even point would be which is actually $6.64% of total spaces sold. (52.58% x 90%)
Tier 3 Model
# TIER 3

**City of Inglewood**

**Parking Location List**

| Number | Location Name                  | Address              | Spaces (per Site) | Parkers per Space | Total Parkers | Parkers per Bus | Total Parkers | Maximum Capacity | Maximum Bus Capacity | Pre Event Booking Minutes | Post Event Unavailable Minutes | Maximum Bus Capacity | Reserve Required | Large Event Rate | Medium Event Rate | Small Event Rate | Shuttle Service | Percentage Rate | Plant Rate | Reserve Estimated in Thousands |
|--------|--------------------------------|----------------------|-------------------|-------------------|---------------|-----------------|---------------|------------------|---------------------|------------------------|-------------------------|---------------------|-----------------|------------------|------------------|-----------------|----------------|-------------|------------------|
| 1      | Tier 3 - Parking               | Royce Street        | 6460-6470 W 2nd St | Los Angeles       | 52,000        | 54              | 150           | 190              | 110                | 29                     | 150                    | 110                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 2      | Tier 2 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 3      | Tier 1 - Parking               | Central Ave          | 1420 W 3rd St     | Los Angeles       | 27,000        | 32              | 150           | 150              | 100                | 29                     | 100                    | 100                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 4      | Tier 4 - Parking               | Flower St            | 4323 W 3rd St     | Los Angeles       | 5,000         | 32              | 150           | 150              | 100                | 29                     | 100                    | 100                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 5      | Tier 5 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 6      | Tier 6 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 7      | Tier 7 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 8      | Tier 8 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 9      | Tier 9 - Parking               | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 10     | Tier 10 - Parking              | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| 11     | Tier 11 - Parking              | Vermont Ave          | 3600-3602 W 2nd St | Los Angeles       | 57,000        | 50              | 200           | 250              | 170                | 30                     | 200                    | 170                | 5               | 2               | 2               | 2               | Shuttle Service | 100          | 100             | 100              |
| Total  |                                |                      |                   |                   | 174,000       | 174             | 1000          | 1000             | 680                | 1,515                   | 680                     | 680                | 100             | 20              | 20              | 20              | Shuttle Service | 100          | 100             | 100              |

**Total Space Demand**: 99,976

**Reservations**
- Large Event: 75,000+ attendees
- Medium Event: 50,000-74,999 attendees
- Small Event: 35,000-49,999 attendees
### TIER 3

### City of Inglewood

#### Assumptions

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<tr>
<th></th>
<th>No Dedicated Lanes</th>
<th>Dedicated Lanes</th>
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<td></td>
<td>Loop Time Minutes</td>
<td>Dedicated Lanes Pct</td>
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<td></td>
<td>100%</td>
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#### Parking Tax Rates

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<tr>
<th>Rate Type</th>
<th>Rate</th>
<th>Billable</th>
</tr>
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<tbody>
<tr>
<td>Parking Tax Rate (Visitor Parking Only)</td>
<td>10.00%</td>
<td></td>
</tr>
<tr>
<td>Parking Tax Rate (Other Revenue)</td>
<td>10.00%</td>
<td></td>
</tr>
<tr>
<td>Business Tax Rate</td>
<td>0.11%</td>
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</tr>
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#### Payroll Taxes/PYO/Payroll Processing/Health Insurance

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
<th>Billable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payroll Taxes/PYO/Payroll Processing/Health Insurance</td>
<td>23.00%</td>
<td></td>
</tr>
<tr>
<td>Worker's Comp</td>
<td>12.00%</td>
<td></td>
</tr>
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#### Charter Bus Hourly Rental Rate

<table>
<thead>
<tr>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120.00</td>
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#### Shuttle Hourly Rental Rate

<table>
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</thead>
<tbody>
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#### Bus Factor

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#### Large Event Hours

<table>
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<tr>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
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#### Medium Event Hours

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<tbody>
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#### Small Event Hours

<table>
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<tbody>
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#### Totals Events

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#### Football Games

<table>
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<th>Games</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>19</td>
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#### Other Events

<table>
<thead>
<tr>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

#### Large Events

<table>
<thead>
<tr>
<th>Events</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td></td>
</tr>
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#### Medium Events

<table>
<thead>
<tr>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
<td></td>
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</tbody>
</table>

#### Small Events

<table>
<thead>
<tr>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>-</td>
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#### Supervisor Pay Rate

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#### Attendant Pay Rate

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#### Maintenance Pay Rate

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#### Shuttle Passenger Surcharge

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#### Shuttle Fare per Passenger

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*** This assumption tab is the basis for all calculation that the entire workbook pulls from.
City of Inglewood  
Start Expenses - Applicable only in year 1

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<tr>
<th></th>
<th>El Camino College</th>
<th>Southwest College</th>
<th>Playa District</th>
<th>SFR Flyte</th>
<th>202 Nash St</th>
<th>10130 La Cienega</th>
<th>Civic Center Garage</th>
<th>Locust Street Garage</th>
<th>Senior Center Garage</th>
<th>101 W. Manchester</th>
<th>Transit Hub</th>
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Various Operating Supplies on Location Expenses Tab - Need to be keypunched individually      
Individual Line items on Location P & L Tab - Formula driven from P & L Tabs
## TIER 3

### City of Inglewood

#### Detailed Summary

The revenue & expenses represented are for an event factor of 90% of capacity or greater.

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>Large Events</th>
<th>Medium Events</th>
<th>Small Events</th>
<th>Gross Revenue</th>
<th>Parking Tax Visitor Revenue</th>
<th>Parking Tax Other Revenue</th>
<th>Passenger Shuttle Surcharge</th>
<th>Location Expenses</th>
<th>Transit Hub Expenses</th>
<th>Initial Operating Income</th>
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<td>$</td>
<td>$</td>
<td>$</td>
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<td>SF II Flyte</td>
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</table>

#### Totals

|               | $3,569,778.90 | $125,355.44 | $ | $(2,193,595.63) | $ | $(314,773.00) | $718,068.53 |

**Notes:**
- SF II Flyte is NOT subject to 10% City of LA Parking Tax.

**Lax Management Fee:** $268,375.00

**Net Operating Income:** $449,693.53

---

*PORTION OF LIABILITY CAP ALLOCATED TO TRANSIT HUB EXPENSES: $315,000 (Rounded)*
SECURITY AGREEMENT

This Security Agreement, dated as of [_____] (this "Agreement"), by the undersigned (the "Company") in favor of the City of Inglewood (the "Secured Party").

Reference is made to that certain Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement, dated as of [_____], by and among Company and Secured Party (the "Parking and Shuttle Services Agreement"). Unless otherwise defined in this Agreement or in the Parking and Shuttle Services Agreement, terms defined in Article 8 or 9 of the UCC are used in this Agreement as such terms are therein defined.

1. For valuable consideration, Company hereby grants to Secured Party, a security interest in the following operating account:
   Account Number: 4943863464
   Name on Account: LAZ Karp Associates, LLC
   LAZ Parking AAF City of Inglewood Depository
   Tax ID for Account: 26-1164708

   and any and all funds on deposit from time to time therein, and any and all proceeds thereof, including any interest earned thereon (collectively referred to as the "Collateral").

2. This Agreement and these security interest created hereby are given for the purpose of securing Company's payment obligations to Secured Party under the Parking and Shuttle Services Agreement.

3. Company represents, warrants, and agrees that: (a) Company has full title to the Collateral, free from any liens, leases, encumbrances, defenses, or other claims; the security interest in the Collateral constitutes a first, prior, and indefeasible security interest; and no financing statement covering the Collateral, or any part thereof, is on file in any public office; (b) Company will execute all documents and take such other action as Secured Party deems necessary to create and perfect a security interest in the Collateral; (c) Company will, at its sole cost and expense, defend any claims that may be made against the Collateral; (d) the Collateral will not be used in violation of any applicable laws, rules, or regulations; and (e) Company will permit Secured Party to inspect the Collateral and Company's books and records (including computer files) pertaining thereto at any time.

4. In the event that Company fails to perform any obligation hereunder, Secured Party may, but shall not be obligated to, perform the same, and the cost thereof shall be payable by Company to Secured Party immediately and without demand.
5. There shall be an "event of default" hereunder upon the occurrence of a default by Company in the performance of any obligations contained herein or in the Agreement.

6. Upon the occurrence of an event of default, Secured Party shall have, in addition to all other rights and remedies which Secured Party may have under law, all rights and remedies of a secured party under the Uniform Commercial Code.

7. This Agreement expresses the entire understanding of the parties hereto and may not be altered or amended except with the written consent of each of the parties. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, assigns, and successors of the parties hereto. All of Secured Party’s rights and remedies hereunder are cumulative and not exclusive, and are in addition to all rights and remedies provided by law or under any other agreement between Company and Secured Party, or otherwise.

8. Both this Agreement and the Collateral shall be governed by the laws of the State of California.

9. COMPANY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, SUIT, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE SUBJECT MATTER HEREOF, ANY LOAN DOCUMENT, OR ANY OF ITS OBLIGATIONS, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING OR WHETHER IN CONTRACT, IN TORT OR OTHERWISE.

[Signature page immediately follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"Company":
LAZ PARKING CALIFORNIA, LLC, a Connecticut limited liability company

By:  
Name: JOHN SVENSBORG  
Title: SENIOR VICE PRESIDENT
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

AGREED AND ACKNOWLEDGED:

"Secured Party":

CITY OF INGLEWOOD
Mayor
By: ____________________________
    James T. Butts, Jr.

Approved as to form and legality:

CITY OF INGLEWOOD
City Attorney

By: ____________________________
    Kenneth R. Campos

Approved:

NOSSAMAN LLP
City Special Counsel

By: ____________________________
    Fred W. Kessler

Attest:

CITY OF INGLEWOOD
City Clerk

By: ____________________________
    Aisha L. Thompson

Signature Page to Security Agreement
LAZ KARP ASSOCIATES, LLC

By: 

Name: Glenn T. Terk
Title: General Counsel

CITY OF INGLEWOOD

By: 

Name: James T. Butts, Jr.
Title: Mayor

Approved as to form and legality:

By: 

Name: Kenneth R. Campos
Title: CITY OF INGLEWOOD
City Attorney

Approved:

NOSSAMAN LLP

By: 

Name: Fred W. Kessler
Title: City Special Counsel

Attest:

By: 

Name: Aisha L. Thompson
Title: City of Inglewood City Clerk

By: 

Name: 
Title: 
STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
CHANGE ORDER

Change Requested By:  X  Engineer  □  Contractor

<table>
<thead>
<tr>
<th>CHANGE ORDER NO.</th>
<th>SUPPL. NUMBER</th>
<th>CONTRACT NUMBER</th>
<th>CO-RTE-PM</th>
<th>FEDERAL NUMBER(S)</th>
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</thead>
<tbody>
<tr>
<td>02</td>
<td>20-083</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TO
LAZ Parking California, LLC, contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. NOTE: This change order is not effective until approved by the engineer.

City of Inglewood (the "City") has adequately noticed LAZ Parking California, LLC ("Contractor") of its desire to exercise its Option to Expand to include up to twenty (20) Major Events occurring at venues with the Inglewood Sports and Entertainment District through the end of the first year of the Term. Capitalized terms not defined herein shall have the meanings set forth in the Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (Agreement No. ______) between the City and Contractor dated as of __________, 2021, as the same may be further amended or modified from time to time.

Contractor submitted the following items which are approved by the City pursuant to this Change Order:

1. A Major Event Financial Model attached as Attachment No. 1, which includes all Eligible Expenses, including the Major Event Management Fee due to Contractor, for all twenty (20) Major Events covered by this Change Order, and
2. A comprehensive Major Event Liability Cap in the amount of $625,000.00 for all twenty (20) Major Events, meaning the City's overall financial liability for all twenty (20) Major Events will not exceed $625,000.00.

The dates and times of all Major Events covered by this Change Order are not yet known. The City will provide Contractor with prompt notice of each Major Event once available, along with the Service Tier applicable to such Major Event. Promptly following same, Contractor shall submit to City the following for such Major Event: the Major Event Budget; if applicable, any Major Event Plans; and any other information requested by the City. Notwithstanding anything set forth in such materials, the City's Major Event Liability Cap with respect to all Major Events covered by this Change Order shall not increase, regardless of the Service Tier chosen, so long as the parking inventory consists of Service Tier 1 (the City Program Parking Lots) and/or Service Tier 3 (Flyte Garage and Playa District) inventory.

Section 4.6.4's 30-day notice period shall not apply to the Major Events covered by this Change Order.

Estimated Cost:  X  Increase  □  Decrease  $ 625,000.00

For this order, the time of completion will be adjusted as follows: Services to be rendered during the first year of the Term, as detailed above.

Submitted By:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
</tr>
</thead>
</table>

APPROVAL RECOMMENDED BY:

<table>
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<th>DATE</th>
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ENGINEER APPROVAL BY:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
</tr>
</thead>
</table>

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. NOTE: If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

CONTRACTOR ACCEPTANCE BY:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
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ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (916) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.
## TIER 3

### City of Inglewood

#### Parking Location List

<table>
<thead>
<tr>
<th>Number</th>
<th>Location Name</th>
<th>Address</th>
<th>City</th>
<th>Spaces</th>
<th>Parking per Spaces</th>
<th>Total</th>
<th>Parking per Bus</th>
<th>Minibuses per Spaces</th>
<th>Total</th>
<th>Minibuses per Spaces</th>
<th>Minibuses per Hour</th>
<th>Minibuses per Hour</th>
<th>Max Bus Lanes</th>
<th>Buses Required</th>
<th>Large Event Rate</th>
<th>Medium Event Rate</th>
<th>Small Event Rate</th>
<th>Shuttle</th>
<th>Parking</th>
<th>Shuttles</th>
<th>Passenger</th>
<th>Percentage</th>
<th>Field Rate</th>
<th>Spaces Occupied per Event</th>
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<td>19.38</td>
<td>2.79</td>
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<td>60.00</td>
<td>3.47</td>
<td>65</td>
<td>19.38</td>
<td>2.79</td>
<td>65</td>
<td>1.06</td>
<td>65</td>
<td>1.06</td>
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<td>65</td>
<td>1.06</td>
<td>65</td>
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<tr>
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<td>19.38</td>
<td>2.79</td>
<td>65</td>
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<tr>
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<tr>
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<td>50.00</td>
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<td>65</td>
<td>19.38</td>
<td>2.79</td>
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<td>1.06</td>
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<tr>
<td>9</td>
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<td>60.00</td>
<td>24</td>
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<td>2.79</td>
<td>65</td>
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<td>1.06</td>
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<td>1.06</td>
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<td>65</td>
<td>1.06</td>
<td>65</td>
<td>1.06</td>
<td>65</td>
</tr>
</tbody>
</table>

**Definitions:**
- **Large Event:** 70,000+ attendees
- **Medium Event:** 50,000+ attendees
- **Small Event:** 35,000+ attendees
### City of Inglewood

**Assumptions**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
<th>Details</th>
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</thead>
<tbody>
<tr>
<td>Parkers per space</td>
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<td></td>
</tr>
<tr>
<td>Parkers per bus (City Lots)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parkers per bus (Non City Lots)</td>
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<td></td>
</tr>
<tr>
<td>Large Event Factor</td>
<td>50%</td>
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<tr>
<td>Medium Event Factor</td>
<td>60%</td>
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<tr>
<td>Small Event Factor</td>
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<td>Large Event Hours</td>
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<td>Medium Event Hours</td>
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<td>Charter Bus Hourly Rental Rate</td>
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<td>Shuttle Hourly Rental Rate</td>
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<tr>
<td>Bus Factor</td>
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<td>Maintenance Pay Rate</td>
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<td>Shuttle Fare per Passenger</td>
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#### No Dedicated Lanes

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<td>Parka Lot</td>
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<tr>
<td>Playa</td>
<td>33</td>
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<tr>
<td>SFII</td>
<td>35</td>
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<tr>
<td>Civic</td>
<td>25</td>
</tr>
<tr>
<td>Locust</td>
<td>25</td>
</tr>
<tr>
<td>Senior</td>
<td>25</td>
</tr>
<tr>
<td>101 W.</td>
<td>25</td>
</tr>
<tr>
<td>Transit</td>
<td>0</td>
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</tbody>
</table>

#### Dedicated Lanes

<table>
<thead>
<tr>
<th>Loop Time</th>
<th>Minutes</th>
</tr>
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<tbody>
<tr>
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<td>SFII</td>
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<td>Civic</td>
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<td>Locust</td>
<td>35</td>
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<tr>
<td>Senior</td>
<td>37</td>
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<tr>
<td>101 W.</td>
<td>27</td>
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<td>Transit</td>
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</table>
| Tier 3

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
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<td>Item 1</td>
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<td>Item 2</td>
<td>200</td>
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<tr>
<td>Item 3</td>
<td>300</td>
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</table>

| Subtotal    | 600    |

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Item 4</td>
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</tr>
<tr>
<td>Item 5</td>
<td>500</td>
</tr>
<tr>
<td>Item 6</td>
<td>600</td>
</tr>
</tbody>
</table>

| Subtotal    | 1500   |
### TIER 3

**City of Inglewood**

*Start Expenses - Applicable only in year 1*

<table>
<thead>
<tr>
<th></th>
<th>El Camino College</th>
<th>Southwest College</th>
<th>Pico District</th>
<th>SFL Flyte</th>
<th>202 Nash St</th>
<th>1039 La Casaya</th>
<th>Civic Center Garage</th>
<th>Locust Street Garage</th>
<th>Senior Center Garage</th>
<th>101 W. Manchester</th>
<th>Transit Hub</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rent</strong></td>
<td>$31.75</td>
<td>$37.50</td>
<td>$31.75</td>
<td>$37.50</td>
<td>$6.25</td>
<td>$6.25</td>
<td>$6.25</td>
<td>$6.25</td>
<td>$6.25</td>
<td>$105.00</td>
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<td><strong>Utilities</strong></td>
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<td>$7.50</td>
<td>$10.00</td>
<td>$5.00</td>
<td>$7.50</td>
<td>$7.50</td>
<td>$5.00</td>
<td>$5.00</td>
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<tr>
<td><strong>Furniture</strong></td>
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<td>$50.00</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$25.00</td>
<td>$25.00</td>
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<td>$25.00</td>
<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td><strong>Janitorial</strong></td>
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<td>$100.00</td>
<td>$16.00</td>
<td>$16.00</td>
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<td>$35.00</td>
<td>$35.00</td>
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<td><strong>Admin</strong></td>
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<td>$55.00</td>
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<td>$55.00</td>
<td>$55.00</td>
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**Total per Event**

<table>
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<tr>
<th></th>
<th>379.75</th>
<th>432.50</th>
<th>279.00</th>
<th>162.25</th>
<th>164.75</th>
<th>162.25</th>
<th>162.25</th>
<th>1,771.37</th>
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**Scheduled Large Events**

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<tr>
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<th>19</th>
<th>19</th>
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</table>

**Total Startup Expenses by Location**

<table>
<thead>
<tr>
<th></th>
<th>7,215.25</th>
<th>8,217.50</th>
<th>7,215.25</th>
<th>3,082.75</th>
<th>3,130.25</th>
<th>3,082.75</th>
<th>3,082.75</th>
<th>23,696.04</th>
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</thead>
</table>

*Values should be used in Location Expense Plan Chart with detailed information included in the Budget Section of the Main Council Chambers.**
City of Inglewood
Detailed Summary
The revenue & expenses represented are for an event factor of 90% of capacity or greater.

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>Events</th>
<th>Gross Revenue</th>
<th>Parking Lot Visitor Revenue</th>
<th>Parking Entrance Other Revenue</th>
<th>Parking Shuttle/Privilege Revenue</th>
<th>Passenger Tax Revenue</th>
<th>Total Operating Expenses</th>
<th>Initial Operating Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>19</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Playa District</td>
<td>60600,60889,6100 Center Dr</td>
<td>19</td>
<td>$ 1,047,975.00</td>
<td>$ (54,409.09)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 226,816.34</td>
</tr>
<tr>
<td>SFI Flyte</td>
<td>2222 E Imperial Hwy</td>
<td>19</td>
<td>$ 1,310,715.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 356,688.49</td>
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<tr>
<td>0</td>
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<td>19</td>
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<td>$ -</td>
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<td>$ -</td>
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</tr>
<tr>
<td>Civic Center Garage</td>
<td>1 Manchester Blvd</td>
<td>19</td>
<td>$ 460,028.40</td>
<td>$ (66,937.16)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 156,438.04</td>
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<td>Locust Street Garage</td>
<td>115 South Locust St</td>
<td>19</td>
<td>$ 10,741.20</td>
<td>$ (18,194.40)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 122,177.52</td>
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<tr>
<td>Senior Center Garage</td>
<td>333 East Queen St</td>
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<td>$ 148,308.30</td>
<td>$ (8,683.69)</td>
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<td>$ 25,704.15</td>
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<td>101 W. Manchester</td>
<td>101 W. Manchester</td>
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<td>$ -</td>
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<td>$ -</td>
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<td><strong>Totals</strong></td>
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<td>$ 3,569,778.50</td>
<td>$ (125,395.49)</td>
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<td>$ (218,076.30)</td>
<td>$ (2,193,595.63)</td>
<td>$ (314,773.00)</td>
<td>$ 718,068.53</td>
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</tbody>
</table>

*** SFI Flyte is NOT subject to 10% City of LA Parking Tax.

Laz Management Fee $ 268,375.00

Net Operating Income $ 449,693.53

PORTION OF LIABILITY CAP ALLOCATED TO TRANSIT HUB EXPENSES: $315,000 (rounded)
<table>
<thead>
<tr>
<th>Financial Period</th>
<th>100%</th>
<th>90%</th>
<th>80%</th>
<th>70%</th>
<th>60%</th>
<th>50%</th>
<th>40%</th>
<th>30%</th>
<th>20%</th>
<th>10%</th>
<th>0%</th>
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<tbody>
<tr>
<td>Gross Revenue</td>
<td>3,062,378.80</td>
<td>2,349,943.64</td>
<td>1,931,519.28</td>
<td>1,513,094.92</td>
<td>1,094,670.56</td>
<td>676,246.19</td>
<td>257,821.83</td>
<td>83,232.95</td>
<td>28,672.55</td>
<td>7,168.13</td>
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<tr>
<td>Eligible Expenses</td>
<td>2,034,750.30</td>
<td>1,725,425.27</td>
<td>1,416,090.24</td>
<td>1,106,755.21</td>
<td>797,420.18</td>
<td>488,085.12</td>
<td>269,750.08</td>
<td>134,375.04</td>
<td>69,237.52</td>
<td>17,309.30</td>
<td>0.00</td>
</tr>
<tr>
<td>Trans. &amp; Charges</td>
<td>1,021,320.30</td>
<td>859,090.27</td>
<td>694,360.12</td>
<td>539,630.08</td>
<td>384,900.04</td>
<td>240,470.02</td>
<td>134,375.04</td>
<td>67,187.52</td>
<td>34,618.75</td>
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<tr>
<td>Total FPD Expenses</td>
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<td>45,187.52</td>
<td>22,520.00</td>
<td>11,079.52</td>
<td>2,222.00</td>
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<tr>
<td>Total Variable Expenses</td>
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<td>694,360.12</td>
<td>539,630.08</td>
<td>384,900.04</td>
<td>240,470.02</td>
<td>134,375.04</td>
<td>67,187.52</td>
<td>34,618.75</td>
<td>7,168.13</td>
<td>0.00</td>
</tr>
<tr>
<td>Total OPEX</td>
<td>2,663,059.30</td>
<td>2,284,410.39</td>
<td>1,846,280.26</td>
<td>1,366,480.20</td>
<td>969,329.88</td>
<td>529,054.10</td>
<td>264,562.56</td>
<td>131,765.04</td>
<td>65,238.25</td>
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<tr>
<td>Total Revenue</td>
<td>1,070,312.50</td>
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<td>685,839.04</td>
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<td>134,375.04</td>
<td>67,187.52</td>
<td>34,618.75</td>
<td>7,168.13</td>
<td>0.00</td>
</tr>
<tr>
<td>Initial Operating Source</td>
<td>505,512.50</td>
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<td>323,880.32</td>
<td>255,520.00</td>
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<td>150,000.00</td>
<td>75,000.00</td>
<td>37,500.00</td>
<td>18,750.00</td>
<td>9,375.00</td>
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</tbody>
</table>

**Note:** The revenue model is predicated on 100% of parking sold. To Scenario 1 (Column 10) 10% of 80% result, that equates 90%. Scenario 2 (Column 9) 90% sold would actually be 81% of total spaces sold. And so on and so forth until we understand where the percent boundary points would be, which is actually 243,401 of total spaces sold (11,079.52% of 2,222.00).
Address for Notices:
LAZ Karp Associates, LLC
One Financial Plaza
755 Main Street, 14th Floor
Hartford, CT 06103
Attn: Annette Brodeur
Fax: 310.330.5711

Address for Notices:
City of Inglewood
1 W. Manchester Boulevard
Inglewood, CA 90301
Attn: Sharon Koike
Fax: N/A

[SIGNATURE PAGES CONTINUE]
WELLS FARGO BANK, NATIONAL ASSOCIATION

By: ______________________________________

Name: ______________________________________

Title: ______________________________________

Address for Notices:
Wells Fargo Bank, National Association
Mail Address Code: D1129-072
301 South Tryon Street, 7th Floor
Charlotte, North Carolina 28282-1915
Attn: DACA Team
Fax: 844.879.6857

with copy to:
Wells Fargo Bank, National Association
Mail Address Code: J4221-040
4 Corporate Drive, 4th Floor
Shelton, CT 06484-6211
Attn: Karla Kaplan
Fax: N/A
Attachment No. 2
FIRST AMENDMENT TO AMENDED AND RESTATED CITY OF INGLEWOOD PARKING FACILITIES AND SHUTTLE SERVICES OPERATION AND MANAGEMENT AGREEMENT

This First Amendment to Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (this "First Amendment"), dated __________, 2023 (the "Effective Date"), is entered into by and between THE CITY OF INGLEWOOD ("City"), and LAZ PARKING CALIFORNIA, LLC, a Connecticut limited liability company ("Operator"), with reference to the following facts:

RECITALS

A. City and Operator are parties to that certain Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement, dated as of June 29, 2021 (the "Agreement"). Unless otherwise defined herein, capitalized terms used in this First Amendment shall have the same meanings ascribed to such terms in the Agreement.

B. City and Operator desire to amend certain provisions of the Agreement as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Operator agree to and do hereby amend the Agreement as follows:

1. Extension of Term. Pursuant to Section 2.4.3(b) of the Agreement, the City hereby exercises its first option to extend the Term of the Agreement for one Year, with an Expiration Date of June 28, 2024.

2. Waivers. Operator waives any opt out right it may have under Section 2.4.2 of the Agreement. City waives any renegotiation right it may have under Section 2.4.3 of the Agreement.

3. Agreement Effective. Except as specifically amended and modified by this First Amendment, the Agreement shall continue in full force and effect in accordance with its terms.

4. Entire Agreement. This First Amendment contains all of the terms agreed upon between the parties with respect to the subject matter hereof and supersedes any and all prior written or oral understanding respecting such matters.

5. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, or by electronic transmission of signature pages which shall be as effective as original signature pages, and all such counterparts shall constitute one and the same document.

[Remainder of page intentionally left blank; signatures on following pages]
IN WITNESS WHEREOF, this First Amendment has been duly executed by the parties hereto as of the date first set forth above.

CITY:

CITY OF INGLEWOOD
Mayor

By: __________________________
    James T. Butts, Jr.

APPROVED AS TO FORM AND LEGALITY:

CITY OF INGLEWOOD
City Attorney

By: __________________________
    Kenneth R. Campos

ATTEST:

CITY OF INGLEWOOD
City Clerk

By: __________________________
    Aisha L. Thompson

[Signatures continue on the following page]
OPERATOR:

LAZ PARKING CALIFORNIA, LLC

By:  
Name: John Svendblad  
Title: President – West Coast
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Amiti Ins., a Division of Brown & Brown of MA, LLC
500 Victory Rd.
Marina Bay
North Quincy MA 02171

CONTACT NAME: Frank Griffin
PHONE: (617) 471-1220
FAX: (617) 473-5147
E-MAIL ADDRESS: fgriffin@amityins.com

INSURER(S) AFFORDING COVERAGE
INSURER A: Liberty Mutual Fire Insurance
NAIC #: 23035

INSURER B: LM Insurance Corporation
33600

INSURER C: Berkley Insurance Company
32603

INSURER D: Markel American Insurance Company
28932

INSURER E: Federal Insurance Company
20281

INSURER F: Everest National Insurance Company
10120

COVERAGES
CERTIFICATE NUMBER: 22-23
REVISION NUMBER: 

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EXPIRY (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>EB2611260451532</td>
<td>7/31/2022 to 7/31/2023</td>
<td>EACH OCCURRENCE $1,000,000, DAMAGE TO RENTED PREMISES (EA occurrence) $1,000,000, MED EXP (Any one person) EXCLUDED, PERSONAL &amp; ADV INJURY $1,000,000, GENERAL AGGREGATE $2,000,000, PRODUCTS - COMPO/LOG $2,000,000, SELF-INSURED RETENTION $1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>EA2611260451572</td>
<td>7/31/2022 to 7/31/2023</td>
<td>EACH OCCURRENCE $5,000,000, BODY INJURY (Per person) $1,000,000, BODY INJURY (Per accident) $5,000,000, PROPERTY DAMAGE (Per occurrence) $5,000,000, LIABILITY $5,000,000</td>
</tr>
<tr>
<td>A</td>
<td>UMBRELLA LIABILITY</td>
<td>XEB2611260451572</td>
<td>7/31/2022 to 7/31/2023</td>
<td>EACH OCCURRENCE $100,000,000, AGGREGATE $100,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

If agreed upon in a written contract or agreement, City of Inglewood, its officials, employees, agents and volunteers are included as an additional insured for general liability, but only with respect to the operations of the named insured. Re: City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement, as amended and restated, and as the same may be further amended or modified from time to time.

CERTIFICATE HOLDER
City of Inglewood, Department of Public Works
Attn: Louis Atwell
One Manchester Boulevard
Inglewood, CA 90301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frank Griffin/PD

ACORD 25 (2010/05)
INS025 (2010/09/01)
## ADDITIONAL REMARKS SCHEDULE

**AGENCY**
Amity Insurance A Division of Brown & Brown of MA LLC

**NAMED INSURED**
See ACORD 25

**FOLKTY NUMBER**
See Certificate

**CARRIER**
See Certificate

**EFFECTIVE DATE:** 7/31/2022

**ADDITIONAL REMARKS**
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

---

### INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
</tr>
</thead>
<tbody>
<tr>
<td>G: American Guarantee &amp; Liability Insurance Company</td>
<td>26247</td>
</tr>
<tr>
<td>H: Great American Assurance Company</td>
<td>26344</td>
</tr>
<tr>
<td>I: Houston Casualty Company</td>
<td>42374</td>
</tr>
<tr>
<td>J: Westchester Fire Insurance Company</td>
<td>10030</td>
</tr>
</tbody>
</table>

---

### ADDITIONAL POLICIES

<table>
<thead>
<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL INS</th>
<th>SUBR WPD</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE (MM/DD/YYYY)</th>
<th>POLICY EXPIRATION DATE (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>EXCESS GENERAL LIABILITY</td>
<td></td>
<td></td>
<td>MKL1EUL101922</td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $4,000,000</td>
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<tr>
<td>E</td>
<td>UMBRELLA LIABILITY</td>
<td>7983543</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $25,000,000</td>
</tr>
<tr>
<td>F</td>
<td>EXCESS LIABILITY</td>
<td>X09EX9028221</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $15,000,000</td>
</tr>
<tr>
<td>G</td>
<td>EXCESS LIABILITY</td>
<td>AEC011173108</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $25,000,000</td>
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<tr>
<td>H</td>
<td>EXCESS LIABILITY</td>
<td>EXC4457468</td>
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<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $10,000,000</td>
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<tr>
<td>E</td>
<td>EXCESS LIABILITY</td>
<td>78187245</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $25,000,000</td>
</tr>
<tr>
<td>I</td>
<td>EXCESS PROFESSIONAL &amp; CYBER LIABILITY</td>
<td>H22CKX320741</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $2,000,000</td>
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<tr>
<td>J</td>
<td>EXCESS PROFESSIONAL &amp; CYBER LIABILITY</td>
<td>G72560723</td>
<td></td>
<td></td>
<td>7/31/2022</td>
<td>7/31/2023</td>
<td>AGGREGATE $5,000,000</td>
</tr>
</tbody>
</table>

---

**ACORD 101 (2008/91)**

The ACORD name and logo are registered marks of ACORD.

© 2008 ACORD CORPORATION. All rights reserved.
Policy Number: AS2-611-260451-072
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided by this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an “insured” for Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the “bodily injury” or “property damage”, then this insurance will be primary and we will not seek contribution from such insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

<table>
<thead>
<tr>
<th>Name(s) Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.</td>
</tr>
</tbody>
</table>

| Premium: $ INCL |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $250 per policy.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by contract or written agreement prior to loss and allowed by law.</td>
<td></td>
</tr>
</tbody>
</table>
Issued by        LM Insurance Corporation 27243
For attachment to Policy No. WA5-61D-260451-052        Effective Date  7-31-22
Issued to       LAZ Parking California, LLC

WC 04 03 06 R1
Ed. 08/01/2013
/additional insured – owners, lessees or contractors – scheduled person or organization

This endorsement modifies insurance provided under the following:

commercial general liability coverage part

schedule

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All persons or organizations with whom you have entered into a written contract or agreement, prior to an &quot;occurrence&quot; or offense, to provide additional insured status.</td>
<td>All locations as required by a written contract or agreement entered into prior to an &quot;occurrence&quot; or offense.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
COMMERICAL GENERAL LIABILITY
DECLARATIONS EXTENSION SCHEDULE – NAMED INSURED

Policy number EB2-611-260451-032

It is agreed that the following are Named Insured(s) under this coverage part:

310 LEXINGTON AVENUE, LLC
36-70 TALCOTT STREET, LLC
COURTHOUSE PARKING, LLC
EAST TOWNE HOLDINGS, LLC
EXCLUSIVE PARKING, LLC
FAIRBROAD, LLC
FIESTA CENTRE ASSOCIATES, LLC
KKL ASSOCIATES, LLC
ULTIMATE PARKING II, LLC
ULTIMATE PARKING, LLC
LAZ FLORIDA PARKING, LLC
LAZ KARP ASSOCIATES, LLC
LAZ KARP PARTNERS, LLC
LAZ PARKING CALIFORNIA, LLC
LAZ PARKING CHICAGO, LLC
LAZ PARKING GEORGIA, LLC
LAZ INVESTMENTS LLC
LAZ PARKING LIMITED, LLC
LAZ PARKING LTD, LLC
LAZ PARKING MID-ATLANTIC, LLC
LAZ PARKING MIDWEST, LLC
LAZ PARKING NEW YORK/NEW JERSEY, LLC
LAZ PARKING NEVADA, LLC
LAZ PARKING NORTHWEST, LLC
LAZ PARKING REALTY INVESTORS
LAZ PARKING SOUTHWEST, LLC
LAZ PARKING TEXAS, LLC
LAZ/ILA II 1015 ELM STREET GP, LLC
LAZ/ILA II 1015 ELM STREET, L.P.
LAZ/ILA II, L.P.
LAZ/ILA II, LLC
LAZ PARKING LOUISANA, LLC
LAZ PARKING HAWAII, LLC
LPARK 31, LLC
MARPEQ NORTH, LLC
MARPEQ SOUTH, LLC
NEW LAZ KARP PARTNERS, INC.
PRO PARTNERS IN PARKING, LLC
SNETLOT, LLC
SUNSET PARKING SERVICES, LLC
THE LAZ PARKING CHARITABLE FOUNDATION, INC.
UHPS PROVIDENCE, LLC
UNION PLACE PARTNERS ONE, LLC
XPO ASSOCIATES, LLC
LAZ HOSPITALITY SERVICES, LLC
LPark 130 Lenox, LLC
LAZ Park 31, LLC
ALAN B. LAZOWSKI
Policy Number  EB2-611-280451-032

Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".
It is agreed that the following are Named Insured(s) under this coverage part:

310 LEXINGTON AVENUE, LLC
38-70 TALCOTT STREET, LLC
COURTHOUSE PARKING, LLC
EAST TOWNE HOLDINGS, LLC
EXCLUSIVE PARKING, LLC
FAIRBROAD, LLC
FIESTA CENTRE ASSOCIATES, LLC
KKL ASSOCIATES, LLC
ULTIMATE PARKING II, LLC
ULTIMATE PARKING, LLC
LAZ FLORIDA PARKING, LLC
LAZ KARP ASSOCIATES, LLC
LAZ KARP PARTNERS, LLC
LAZ PARKING CALIFORNIA, LLC
LAZ PARKING CHICAGO, LLC
LAZ PARKING GEORGIA, LLC
LAZ INVESTMENTS LLC
LAZ PARKING LIMITED, LLC
LAZ PARKING LTD, LLC
LAZ PARKING MID- ATLANTIC, LLC
LAZ PARKING MIDWEST, LLC
LAZ PARKING NEW YORK/NEW JERSEY, LLC
LAZ PARKING NEVADA, LLC
LAZ PARKING NORTHWEST, LLC
LAZ PARKING REALTY INVESTORS
LAZ PARKING SOUTHWEST, LLC
LAZ PARKING TEXAS, LLC
LAZ/LA II 1015 ELM STREET GP, LLC
LAZ/LA II 1015 ELM STREET, L.P.
LAZ/LA II, L.P.
LAZ/LA II, LLC
LAZ PARKING LOUISIANA, LLC
LAZ PARKING HAWAII, LLC
LPARK 31, LLC
MARPEQ NORTH, LLC
MARPEQ SOUTH, LLC
NEW LAZ KARP PARTNERS, INC.
PRO PARTNERS IN PARKING, LLC
SNELLOT, LLC
SUNSET PARKING SERVICES, LLC
THE LAZ PARKING CHARITABLE FOUNDATION, INC.
UHPS PROVIDENCE, LLC
UNION PLACE PARTNERS ONE, LLC
XPO ASSOCIATES, LLC
LAZ HOSPITALITY SERVICES, LLC
LPark 130 Lenox, LLC
LAZ Park 31, LLC
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.
COMMERCIAL GENERAL LIABILITY
DECLARATIONS EXTENSION SCHEDULE – NAMED INSURED

Policy number EB2-811-260451-032

It is agreed that the following are Named insured(s) under this coverage part:

310 LEXINGTON AVENUE, LLC
38-70 TALCOTT STREET, LLC
COURTHOUSE PARKING, LLC
EAST TOWNE HOLDINGS, LLC
EXCLUSIVE PARKING, LLC
FAIRBROAD, LLC
FIESTA CENTRE ASSOCIATES, LLC
KKL ASSOCIATES, LLC
ULTIMATE PARKING II, LLC
ULTIMATE PARKING, LLC
LAZ FLORIDA PARKING, LLC
LAZ KARP ASSOCIATES, LLC
LAZ KARP PARTNERS, LLC
LAZ PARKING CALIFORNIA, LLC
LAZ PARKING CHICAGO, LLC
LAZ PARKING GEORGIA, LLC
LAZ INVESTMENTS LLC
LAZ PARKING LIMITED, LLC
LAZ PARKING LTD, LLC
LAZ PARKING MID- ATLANTIC, LLC
LAZ PARKING MIDWEST, LLC
LAZ PARKING NEW YORK/NEW JERSEY, LLC
LAZ PARKING NEVADA, LLC
LAZ PARKING NORTHWEST, LLC
LAZ PARKING REALTY INVESTORS
LAZ PARKING SOUTHWEST, LLC
LAZ PARKING TEXAS, LLC
LAZ/LA II 1015 ELM STREET GP, LLC
LAZ/LA II 1015 ELM STREET, L.P.
LAZ/LA II, L.P.
LAZ/LA II, LLC
LAZ PARKING LOUISANA, LLC
LAZ PARKING HAWAII, LLC
LPARK 31, LLC
MARPEQ NORTH, LLC
MARPEQ SOUTH, LLC
NEW LAZ KARP PARTNERS, INC.
PRO PARTNERS IN PARKING, LLC
SNELLOT, LLC
SUNSET PARKING SERVICES, LLC
THE LAZ PARKING CHARITABLE FOUNDATION, INC.
UHPS PROVIDENCE, LLC
UNION PLACE PARTNERS ONE, LLC
XPO ASSOCIATES, LLC
LAZ HOSPITALITY SERVICES, LLC
LPark 130 Lenox, LLC
LAZ Park 31, LLC
ALAN B. LAZOWSKI
Attachment No. 3
CHANGE ORDER
CEM-4900 (REV 08/2019)

TO
LAZ Parking California, LLC, contractor

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract. **NOTE: This change order is not effective until approved by the engineer.**

Description of work to be done, estimate of quantities, and prices to be paid. (Segregate between additional work at contract price, agreed price, and force account). Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. The last percentage shown is the net accumulated increase or decrease from the original quantity in the Bid Item List.

City of Inglewood (the "City") has adequately noticed LAZ Parking California, LLC ("Contractor") of its desire to exercise its Option to Expand to Include up to twenty (20) Major Events occurring at venues with the Inglewood Sports and Entertainment District through the end of the Extension of Term. Capitalized terms not defined herein shall have the meanings set forth in the Amended and Restated City of Inglewood Parking Facilities and Shuttle Services Operation and Management Agreement (Agreement No. _____) between the City and Contractor dated as of June 29, 2021, as the same may be further amended or modified from time to time.

Contractor submitted the following items which are approved by the City pursuant to this Change Order:

1. a Major Event Financial Model attached as **Attachment No. 1**, which includes all Eligible Expenses, including the Major Event Management Fee due to Contractor, for all twenty (20) Major Events covered by this Change Order; and

2. a comprehensive Major Event Liability Cap in the amount of $625,000.00 for all twenty (20) Major Events, meaning the City's overall financial liability for all twenty (20) Major Events will not exceed $625,000.00.

The dates and times of all Major Events covered by this Change Order are not yet known. The City will provide Contractor with prompt notice of each Major Event once available, along with the Service Tier applicable to such Major Event. Promptly following same, Contractor shall submit to City the following for such Major Event: the Major Event Budget; if applicable, any Major Event Plans; and any other information requested by the City. Notwithstanding anything set forth in such materials, the City's Major Event Liability Cap with respect to all Major Events covered by this Change Order shall not increase, regardless of the Service Tier chosen, so long as the parking inventory consists of Service Tier 1 (the City Program Parking Lots) and/or Service Tier 3 (Flyte Garage and Playa District) inventory.

Section 4.6.4’s 30-day notice period shall not apply to the Major Events covered by this Change Order.
## CHANGE ORDER

**CEM-4900 (REV 06/2019)**

<table>
<thead>
<tr>
<th>CHANGE ORDER NO.</th>
<th>SUPPL. NUMBER</th>
<th>CONTRACT NUMBER</th>
<th>CO-RTE-PM</th>
<th>FEDERAL NUMBER(S)</th>
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</thead>
<tbody>
<tr>
<td>05</td>
<td>20-083</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimated Cost: ✗ Increase ☐ Decrease $ 625,000.00

For this order, the time of completion will be adjusted as follows:

### SUBMITTED BY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
</tr>
</thead>
</table>

### APPROVAL RECOMMENDED BY

<table>
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<tr>
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<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
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### ENGINEER APPROVAL BY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
</tr>
</thead>
</table>

We, the undersigned contractor, have given careful consideration to the change proposed and agree to provide equipment, furnish materials, and perform the work specified above, and will accept as full payment the prices shown above. **NOTE:** If you do not sign this order, you are directed to proceed with the ordered work. You may file a Request for Information within the time specified.

### CONTRACTOR ACCEPTANCE BY

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>(PRINT NAME AND TITLE)</th>
<th>DATE</th>
</tr>
</thead>
</table>

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| Index | Truck Type | Drop Date | Load Weight | Load Density | Load Volume | Load Dimension | Load Type | Load Value | Load Status | Load Origin | Load Destination | Load Distance |
|-------|------------|------------|-------------|--------------|-------------|----------------|-----------|------------|-------------|-------------|----------------|---------------|----------------|
| 1     | Dry Bulk   | 1.14.2018  | 12,345      | 6.5          | 2.32        | 234 x 123 x 89 | 45       | 123456    | 789          | 012          | 345            | 678           |
| 2     | Container  | 2.2.2019   | 123456      | 5.6          | 1.23        | 123 x 456 x 78 | 56        | 678901    | 0123         | 456          | 789            | 890           |
| 3     | Dry Bulk   | 3.3.2020   | 54321       | 7.8          | 3.45        | 987 x 654 x 32 | 67        | 789012    | 1230         | 987          | 654            | 321           |

*Note: All values are illustrative and not real.*
### City of Inglewood Assumptions

<table>
<thead>
<tr>
<th>Assumption</th>
<th>Value</th>
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</thead>
<tbody>
<tr>
<td>Parking per space</td>
<td>2.3</td>
</tr>
<tr>
<td>Parking per bus (City Lots)</td>
<td>50</td>
</tr>
<tr>
<td>Parking per bus (Non City Lots)</td>
<td>10</td>
</tr>
<tr>
<td>Large Event Factor</td>
<td>60%</td>
</tr>
<tr>
<td>Medium Event Factor</td>
<td>0%</td>
</tr>
<tr>
<td>Small Event Factor</td>
<td>0%</td>
</tr>
<tr>
<td>Charter Bus Hourly Rental Rate</td>
<td>$134.00</td>
</tr>
<tr>
<td>Shuttle Hourly Rental Rate</td>
<td>$130.00</td>
</tr>
<tr>
<td>Bus Factor</td>
<td>1.90</td>
</tr>
<tr>
<td>Large Event Hours</td>
<td>4.00</td>
</tr>
<tr>
<td>Medium Event Hours</td>
<td>6.00</td>
</tr>
<tr>
<td>Small Event Hours</td>
<td>5.00</td>
</tr>
<tr>
<td>Total Events</td>
<td>20</td>
</tr>
<tr>
<td>Football Games</td>
<td>20</td>
</tr>
<tr>
<td>Other Events</td>
<td></td>
</tr>
<tr>
<td>Large Events</td>
<td>20</td>
</tr>
<tr>
<td>Medium Events</td>
<td></td>
</tr>
<tr>
<td>Small Events</td>
<td></td>
</tr>
</tbody>
</table>

### Parking Rate (Volvo Parking Only)

- **60%**
- **10%**
- **5%**
- **3%**
- **1.9%**

### Business Tax Rate

- **10.50%**

### Worker’s Comp

- **12.00%**

### Payroll Taxes/FIT/Payroll Processing/Health Insurance

- **13.00%**

### No Dedicated Lanes

<table>
<thead>
<tr>
<th>Loop Time Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plays District</td>
</tr>
<tr>
<td>SFI/Plate</td>
</tr>
<tr>
<td>Civic Center Garage</td>
</tr>
<tr>
<td>West Street Garage</td>
</tr>
<tr>
<td>Senior Center Garage</td>
</tr>
<tr>
<td>101 W. Manchester</td>
</tr>
<tr>
<td>Transit Hub</td>
</tr>
</tbody>
</table>

### Dedicated Lanes

<table>
<thead>
<tr>
<th>Loop Time Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plays District</td>
</tr>
<tr>
<td>SFI/Plate</td>
</tr>
<tr>
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</tr>
<tr>
<td>West Street Garage</td>
</tr>
<tr>
<td>Senior Center Garage</td>
</tr>
<tr>
<td>101 W. Manchester</td>
</tr>
<tr>
<td>Transit Hub</td>
</tr>
</tbody>
</table>

### Loop Time

<table>
<thead>
<tr>
<th>Dedicated Lane Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plays District</td>
</tr>
<tr>
<td>SFI/Plate</td>
</tr>
<tr>
<td>Civic Center Garage</td>
</tr>
<tr>
<td>West Street Garage</td>
</tr>
<tr>
<td>Senior Center Garage</td>
</tr>
<tr>
<td>101 W. Manchester</td>
</tr>
<tr>
<td>Transit Hub</td>
</tr>
</tbody>
</table>

### Shuttle Fare per Passenger

- **8.00**
City of Inglewood
Detailed Summary

The revenue & expenses represented are for an event factor of 90% of capacity or greater.

<table>
<thead>
<tr>
<th>Location Name</th>
<th>Address</th>
<th>Large Events</th>
<th>Medium Events</th>
<th>Small Events</th>
<th>Gross Revenue</th>
<th>Parking Tax Visitor Revenue</th>
<th>Parking Tax Other Revenue</th>
<th>Passenger Shuttle Surcharge</th>
<th>Location Expenses</th>
<th>Transit Hub Expenses</th>
<th>Initial Operating Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Playa District</td>
<td>6060 Center Drive</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>SFI Flyte</td>
<td>2222 E Imperial Hwy</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$ 203,040.00</td>
<td>$</td>
<td>$</td>
<td>(8,280.00)</td>
<td>$ (138,552.54)</td>
<td>$ 56,207.46</td>
<td>$</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Civic Center Garage</td>
<td>1 Manchester Blvd</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$ 326,160.00</td>
<td>$ (20,619.18)</td>
<td>$</td>
<td>$ (12,420.00)</td>
<td>$ (119,144.36)</td>
<td>$ 173,977.46</td>
<td>$</td>
</tr>
<tr>
<td>Locust Street Garage</td>
<td>125 South Locust St</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$ 334,857.60</td>
<td>$ (21,168.00)</td>
<td>$</td>
<td>$ (12,753.20)</td>
<td>$ (120,018.29)</td>
<td>$ 189,920.11</td>
<td>$</td>
</tr>
<tr>
<td>Senior Center Garage</td>
<td>333 East Queen St</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$ 153,080.00</td>
<td>$ (10,300.06)</td>
<td>$</td>
<td>$ (6,210.00)</td>
<td>$ (68,690.18)</td>
<td>$ 77,870.73</td>
<td>$</td>
</tr>
<tr>
<td>101 W. Manchester</td>
<td>101 W. Manchester</td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$ 184,824.00</td>
<td>$ (11,683.64)</td>
<td>$</td>
<td>(7,038.00)</td>
<td>(86,775.00)</td>
<td>$ 79,327.36</td>
<td>$</td>
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<tr>
<td>Transit Hub</td>
<td></td>
<td>20</td>
<td>0</td>
<td>0</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
<td>$ (206,920.00)</td>
<td>$ (206,920.00)</td>
<td>$ 361,383.12</td>
</tr>
</tbody>
</table>

**Totals**

$ 1,211,961.60 $ (63,778.91) $ - $ (46,699.20) $ (933,180.97) $ (206,920.00) $ 361,383.12

| Lux Management Fee | $ 170,000.00 |
| Net Operating Income | $ 191,383.12 |

**PORTION OF LIABILITY CAP ALLOCATED TO TRANSIT HUB EXPENSES:** $315,000 (Rounded)

*** SFI Flyte is NOT subject to 10% City of LA Parking Tax.
### ELIGIBLE EXPENSES

#### Taxes & Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>1% Revenue Factor</th>
<th>5% Revenue Factor</th>
<th>9% Revenue Factor</th>
<th>13% Revenue Factor</th>
<th>16% Revenue Factor</th>
<th>18% Revenue Factor</th>
<th>20% Revenue Factor</th>
<th>25% Revenue Factor</th>
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</thead>
<tbody>
<tr>
<td>Parking Tax</td>
<td>Initial Revenue</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
<td>$43,728.00</td>
</tr>
<tr>
<td>Parking Tax</td>
<td>Other Revenue</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Parking Shuttle Services</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
<td>$48,626.29</td>
</tr>
<tr>
<td>Salaries, Taxes &amp; Charges</td>
<td>$128,748.00</td>
<td>$128,748.00</td>
<td>$128,748.00</td>
<td>$128,748.00</td>
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<td>$128,748.00</td>
<td>$128,748.00</td>
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</tr>
<tr>
<td><strong>Total Eligible Expenses</strong></td>
<td>$254,132.29</td>
<td>$254,132.29</td>
<td>$254,132.29</td>
<td>$254,132.29</td>
<td>$254,132.29</td>
<td>$254,132.29</td>
<td>$254,132.29</td>
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