

PARKING SERVICES AGREEMENT

This Parking Services Agreement (“**Agreement**”) made this effective July 1, 2020 (the “**Effective Date**”) by and between the CITY OF HAMTRAMCK, MICHIGAN (the “**City**”) and MUNICIPAL PARKING SERVICES, INC., a Minnesota corporation (“**MPS**”). The City and MPS are referred to in this Agreement as the “**Parties**.”

RECITALS

- A. The City desires to execute a contract for Parking Meter and No-Parking Zone Enforcement Services for the City.
- B. MPS provided a proposal to the City for providing Parking Meter Services for a period of five (5) years with a mutual option to renew the agreement for an additional five (5) years and MPS desires to provide Parking Meter Services, and the City desires to engage MPS to provide such Parking Meter Services, on the terms and subject to the condition of this Agreement and its Exhibits.

NOW, THEREFORE, the City and MPS agrees as follows:

1. MPS agrees to provide, for the City, Sentry Service services relating to proprietary MPS parking meters, and ParkingSticks (“**Parking Meters**” or “**Meters**,” and “**ParkingSticks**,” respectively) and SafetySticks™ in accordance with the term sheet presented to the City on October 24, 2019 (the “**Term Sheet**”) and which is more fully set forth in this Agreement and its Exhibits. Any services provided by MPS to the City under this Agreement are the “**Services**.” Any tangible property provided by MPS to the City under this Agreement is the “**Equipment**.”

2. This Agreement incorporates by references the following Exhibits: Exhibit A, Parking Meter Data & Legal Terms; Exhibit B, Software-as-a-Service License; Exhibit C, Parking Meter Agreement Economic Terms; Exhibit D, Parking Meter Enforcement Terms; Exhibit E, Parking Meter Agreement Operation Terms; Schedule 1 Current Fines, Penalties and Other Fees; and Schedule 2, Phase 1, Parking Area (the “**Exhibits**”). If any term of this Agreement conflicts with a term of any Exhibit, the term of the Exhibits shall control. In the event of a conflict between the terms of any Exhibits, the Exhibits shall take precedence alphabetically, from A (superseding all other Exhibits) to E (superseding no other Exhibits). Any reference to this Agreement shall include the Exhibits unless otherwise specified. Further, to the extent this Agreement or the Exhibits conflict with any item in the Term Sheet, this Agreement and its Exhibits control.

3. This Agreement shall be in effect for a period of five (5) years from the Effective Date (the “**Initial Term**”). This Agreement may be renewed for an additional five-year term, on the same terms and conditions, upon the mutual agreement of the Parties. The time period while this Agreement is in effect is the “**Term**,” which shall refer to the Initial Term and any five-year renewal term. The Parties shall notify each other, in writing, no later than 180 days prior to the expiration of the Initial Term that they chose to renew the Agreement for an additional five years.

4. Subject to the terms of the Agreement, MPS will provide Parking Meters at City locations as mutually agreed upon by MPS and the City. The initial installation will be those locations identified in Schedule 2.

5. The City agrees to pay to MPS a percentage of the revenue received from the Parking Meters as more fully defined and provided for in the Exhibits.

6. This Agreement shall be binding on and inure to the benefit of the parties hereto and to their respective successors and assigns. The City may not assign this Agreement without MPS's prior written consent, which MPS shall not unreasonably withhold. Any other assignment shall be *void ab initio*.

7. MPS shall agree to maintain in force at all times during the Term the following coverages placed with company(ies) licensed by the State of Michigan which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* "The City of Hamtramck, Michigan" shall be named as "Additional Insured". Coverage is to be provided on a primary, noncontributory basis.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Purchasing Agent prior to purchase order/contract issuance. Contractor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation. MPS agrees to provide a Waiver of Subrogation and to name the City as additional insured on all insurance policies except Workers Compensation.

8. The City shall agree to maintain in force at all times during the Term coverages placed with company(ies) licensed by the State of Michigan which have at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide of sufficient types and amounts reasonably acceptable for (a) liability resulting from the use or operation of motor vehicles, equipment or apparatus owned by or controlled by the City or under the control of any of its departments, boards, agencies or commissions; and (b) liability resulting from negligence by the City and its officers, employees and servants. The coverage maintained by the City shall be subject to appropriate levels of self-insurance. All insurance policies issued to the City during the Term shall (i) be issued by insurance companies, with a

Best's Rating of no less than A-VII; (ii) provide that such insurance carriers give MPS at least thirty (30) days' prior written notice of cancellation or non-renewal of policy coverage; (iii) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of MPS shall be excess and non-contributory; (iv) name MPS and all successors and permitted assigns, as additional insureds; and (v) waive any right of subrogation of the insurers against MPS.

9. The City warrants that at all times during which Services are to be performed the Services, and the Parties' use and operation of the Equipment, is lawful.

10. Each Party, including its agents and assigns (the "**Indemnifying Parties**"), shall indemnify and hold harmless the other Party, including its elected officials, officers, directors, employees, and agents (the "**Indemnified Parties**"), from any and all claims made against the Indemnified Parties by a third party, including but not limited to, damages, costs, and reasonable attorneys' fees, to the extent any such claims directly and proximately results from the wrongful, willful or negligent acts of the Indemnifying Parties during the Term. The Indemnified Parties agree to give the Indemnifying Parties prompt notice of any such claim and, absent a conflict of interest, an opportunity to control the defense thereof.

MPS shall not be liable to the City for any losses to the City resulting from the Parking Meters' acceptance of anything other than legal United States currency, the Parking Meters' acceptance of a credit card that is thereafter declined, or for any theft of cash held by the Parking Meters. IN NO EVENT SHALL MPS BE LIABLE FOR ANY DIRECT DAMAGES INCURRED BY THE CITY RESULTING FROM ANY PARKING METER OR SPACE DOWNTIME IN THE NORMAL COURSE OF BUSINESS UNDER THIS AGREEMENT OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY THE CITY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MPS' LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF REVENUE SHARE PAID OR PAYABLE BY THE CITY IN RESPECT OF THE PARTICULAR CALENDAR MONTH PRECEDING THE EVENT GIVING RISE TO DAMAGES.

11. Termination.

(a) City Termination Rights.

(1) No earlier than the eighteen (18) months from the Effective Date, the City may terminate this Agreement for convenience and without penalty upon thirty (30) days' written notice but only if the average monthly revenue received by the City from spaces regulated by MPS' Parking Meters and Parking Sticks (the "Designated Spaces") for any contiguous 180 day period of the Term (which such 180 day period starting on or after the first anniversary of the Effective Date) was less than One Hundred Five (\$105.00) Dollars per monitored space, per month. "Revenue" shall have the meaning set forth on Exhibit C. It is the parties' understanding that the Designated Spaces constitute all of the City's metered on-street parking spaces of the Effective Date unless otherwise identified on Schedule 2. This Section 11(a)(3) may not be used to cancel the Agreement in the event of a Force Majeure or other similar event, and the average monthly Revenue measurement period shall not include any period that includes any Force Majeure event. If the City otherwise terminates this Agreement, without cause, compensation to MPS shall be made on the same basis as that provided for in this Agreement and Exhibits through the last day of service provided by MPS to the City. In addition, the City shall pay to MPS the "Early Termination Fee" set forth in Exhibit C.

(2) If the City believes MPS has failed to complete the Equipment Transition within a commercially reasonable time after the Transition Date (including any extension resulting from the City's provision of late notice of the Transition Date), the City shall provide MPS written notice detailing all such failures, and MPS shall have ninety (90) days from its receipt of such notice to cure them to the City's approval, which the City shall not unreasonably withhold. If MPS fails to cure such failures to the City's reasonable approval within the foregoing cure period, the City may terminate the Agreement after the cure period expires.

(b) **MPS Termination Rights.** MPS may terminate this Agreement for material breach if the City fails to cure such breach within thirty (30) days of receiving written notice thereof from MPS. If MPS terminates the Agreement due to the City's uncured material breach, the City shall pay MPS an Early Termination Fee as described in Exhibit C.

(c) On any termination of this Agreement: (i) MPS' obligation to provide Services shall terminate on the termination date; (ii) the City shall promptly permit MPS to recover all of its Equipment; and, (iii) the City shall pay MPS all Revenue Share due and owing as of the termination date.

12. The Parties agree this Agreement was negotiated between them, with each represented by counsel, and agree that no term of this Agreement shall be construed against the drafter.

13. Any notice relating to this Agreement shall be in writing and delivered personally or by a service providing delivery confirmation to the parties as follows:

FOR THE CITY:

City of Hamtramck
Attn: Kathleen Angerer, City Manager
3401 Evaline
Hamtramck, MI 48212

FOR CONTRACTOR:

Municipal Parking Service, Inc.
Attn: Brian Cassady, CEO
12450 Wayzata Boulevard, Suite 200
Minnetonka, MN 55305

14. This Agreement, including the Exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersede and merge all other agreements, oral or written, between the Parties. This Agreement cannot be amended except in writing executed by both Parties.

15. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in effect as though the invalid or unenforceable provision was never included.

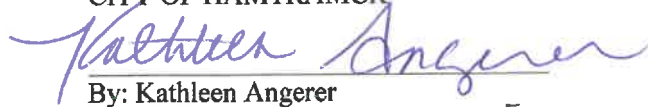
16. No failure by a Party to insist on strict performance of any part of this Agreement shall constitute a waiver of that or any other part of the Agreement.

17. This Agreement may be executed in counterparts with the same effect as though they were a single instrument.

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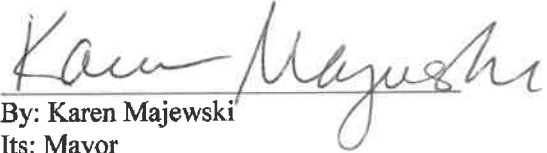
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF HAMTRAMCK



By: Kathleen Angerer

Its: City Manager



By: Karen Majewski

Its: Mayor

MUNICIPAL PARKING SERVICES, INC.



By: Brian Cassady

Its: Chief Executive Officer

EXHIBIT A
MPS Parking System Agreement Data & Legal Terms

Data Capture & Retention.....	City shall disclose, and MPS shall comply with, any local or other ordinances regarding data retention and use.
Data Usage	MPS shall have the right to use any de-personalized data collected by its devices and software applications.
Video Capture/Playback	MPS shall have no obligation to archive video for law enforcement usage unless City subscribes separately with MPS for such services.
Civic Messaging	MPS shall reserve 10% of daily meter or pay station screen time for public service announcements and other civic messaging. Such messaging shall be provided by the City in compliance with MPS Sentry System specs. Integration with third-party messaging is prohibited unless authorized and managed by MPS.
Media Communications	City and MPS shall notify and consult with each other concerning any media requests regarding MPS Sentry System services extended to City. Neither City nor MPS shall make disparaging public comments concerning the operation of the MPS Sentry System.
Loss or Damage Insurance	MPS shall insure Sentry System equipment against third-party losses. City shall insure Sentry System equipment against physical damage and destruction caused by City acts and the acts of City employees, contractors or others under the control and supervision of the City.
Space/Meter Downtime.....	MPS shall have no liability to the City for any space/meter downtime in the normal course of business, including downtime related to meter installation.
Monthly Reconciliation.....	MPS and City shall jointly conduct monthly draft reconciliations of violation payments/collections, deductions and amounts due between the Parties within 10 business days of each month-end and resolve any materials differences within a reasonable period thereafter.
Business/Program Reviews....	MPS and City shall conduct formal business reviews (i) monthly for the first six months of the contract, (ii) quarterly for the first year of the contract and (iii) annually thereafter. Formal business reviews will include a formal report by MPS to the City Council.
Equipment Ownership.....	MPS equipment shall remain the property of MPS (or MPS' financial partner) and be operated for the benefit of the City under a Software-As-A-Service license.

Intellectual Property	All existing or created intellectual property related to MPS' equipment or services shall be the property of MPS
Confidentiality	City shall keep all non-public information belonging to MPS and related to MPS' business confidential, subject to the City's obligation to comply with the Michigan Freedom of Information Act ("FOIA"). If the City believes that it will be required to disclosure non-public information belong to MPS in connection with a FOIA request, it shall provide MPS prompt notice and work cooperatively and in good faith with MPS to protect the disclosure of such non-public information.
No Integration Obligation	MPS shall have no obligation to integrate the MPS Sentry System with any third-party applications. MPS agrees to provide its application programming interfaces ("API") to third-parties who contract with the City and require integration with the MPS Sentry System.
Future Development Costs.....	MPS and City agree that any programing time requested by City in pursuit of additional features, enhancements, capabilities and/or for custom data extraction will be provided solely at the discretion of MPS and that City will compensate MPS for such programing time at then applicable MPS' hourly billing rates.
Lender Rights	MPS Project lenders shall have the right to cure performance defaults and step into MPS' shoes in the event of default.
Force Majeure Response	MPS shall have the right to temporarily remove MPS equipment in response to any forecasted and existing force majeure event. Baseline obligations will cease during Force Majeure events. Both MPS and City shall be protected from service obligations under the agreement in the event of a Force Majeure.
Dispute Resolution	MPS and City shall agree to dispute resolution via binding arbitration in Wayne County, State of Michigan. This Agreement shall be governed by and construed in accordance with the laws of the City of Hamtramck, State of Michigan, and applicable federal laws in effect on the date the dispute arose.

EXHIBIT B
MPS Parking System Software-as-a-Service License Term Sheet

Right to Access and Use Subject to the terms and conditions set forth in the Agreement, MPS hereby grants to the City a non-exclusive, non-sublicensable, non-transferable limited right to access and use the Sentry Software as a service (the “Sentry Software Service”).

Terms and Conditions of The City’s right to access and use the Sentry Software Service is subject Service..... to the following terms and conditions:

- (a) The City acknowledges and agrees that all computer programs and computer software and all specifications, data, images, designs, codes, configurations, video and sounds contained in or utilized by the Sentry Solution, including but not limited to the Sentry Software, are proprietary and confidential to MPS and protected under United States and Canadian patent and copyright laws. MPS or its financing partner is and shall remain the owner of all right, title, and interest in and to the Software, all patents, copyrights, trademarks, trade names, trade secrets, other intellectual property rights, and other proprietary rights relating to or arising from the Software or any derivative works. The City shall not at any time have any right, title, or interest therein or thereto to any of the foregoing, except for right to access and use the Sentry Software Service in the manner expressly provided for in this Agreement. The Software is and shall remain at all times intangible property even though it may be installed in or reside on Equipment. The City shall not permit any lien, claim or encumbrance to attach to the Sentry Software.
- (b) The City shall use the Sentry Software Service solely in conjunction with its use and operation of the Equipment, and shall use the Sentry Software Service for no other purpose than the administration and management of the City’s vehicle-parking operations, communication and safety monitoring applications. The City shall not use the Sentry Software Service or any part or aspect of it for any unlawful purpose. Unless expressly authorized by MPS, the City shall not use the Sentry Software Service for the generation, processing, or retrieval of data on behalf of any third party.
- (c) The City will use its best efforts to comply with such reasonable policies, procedures, and instructions as may be established by MPS from time to time concerning use of the Sentry Software Service upon receipt of written notice to the City of such policies, procedures or instructions.
- (d) The City shall not distribute or transmit the Sentry Software to any third party by any means, including but not limited to, electronically or on disk.
- (e) The City shall not sublicense, download, copy, record, reproduce, reverse engineer, publish, translate or transfer

possession, reverse compile, disassemble, or modify the Sentry Software or prepare derivative works based upon the Sentry Software.

- (f) The City shall not create Internet “links” to the Sentry Software nor shall it “frame” or “mirror” any content contained on, or accessible from, the Sentry Software on any other server or Internet-based device, other than devices manufactured and/or provided by MPS for such purpose.
- (g) The City shall not intentionally introduce or permit to be introduced into the Sentry Software any virus, worm, Trojan horse, or other software routine program or mechanism that permits unauthorized access into, disables, erases in whole or in part, or otherwise adversely affects the Sentry Software.
- (h) The City grants MPS permission to access, review and use of all data and information arising from the City’s usage of the Sentry Software Service (the “**Parking Data**”) for analytical and reporting purposes, and for purposes in furtherance of this Agreement or any other lawful use. MPS shall have the right to use any de-personalized Parking Data collected for any lawful use as determined in its sole discretion. The City shall disclose to MPS, and MPS shall comply with, any local or other ordinances regarding data retention and use.
- (i) With the exception of Special Video Archiving Events, if technically available to MPS, MPS shall provide the City, at no cost to the City’, unprocessed video streaming data from the Sentry Solution. MPS shall have no obligation to process or archive video streaming data for law enforcement purposes. The City shall, at its sole cost, maintain all photo and video data delivered by the Sentry Solution in accordance with federal, state, and local laws and regulations. The City shall indemnify, defend, and hold MPS harmless from any liability associated with the City’s storage or use of video streaming data from the Sentry Solution.

Violation or default by the City of any of the foregoing terms and conditions shall constitute breach of a material provision of the Agreement.

Sentry Software Access MPS shall permit the City, through one or more of its personnel (an “**Authorized Administrator**”) who has been designated by the City Manager to MPS as the individuals who are duly authorized to select and manage users who are authorized to access and retrieve data from the Sentry Software on the City’s behalf (“**Authorized Users**”) and who is duly authorized to represent the City in its access and use of the Sentry Software, to access and use the Sentry Software on a non-exclusive basis, 24 hours per day, subject to the terms of this Agreement.

Software and Connectivity Requirements Access to and usage of the Sentry Software requires the City’s compliance with MPS’s minimum specifications for equipment,

software, and connectivity. The City will provide Internet access and personal computer or terminal access for its employee's use of the Sentry Software. MPS will provide Sentry Software hosting services, including all maintenance and software updates

Updates and Upgrades to Sentry Software..... MPS may, but is not obligated, to conduct routine software updates to the Sentry Software; provided that MPS shall provide the City with any routine updates to the Sentry Software already provided to the City under this Agreement that are required to continue and maintain operation of the Sentry Solution as envisioned for the purposes described in this Agreement and all such updates shall be incorporated in and subject to this Agreement and shall be the exclusive property of MPS hereunder. Notwithstanding the foregoing, MPS may develop Sentry Solution upgrades, at the City's cost, that (1) are specifically requested by the City for the City's own purposes and (2) would consist of significant changes beyond routine updates that are not required to be provided to the City to enable the City to use the Sentry Software for the purposes described in this Agreement.

Performance The City acknowledges and agrees that the operation and availability of the systems used for accessing and interacting with the Sentry Software, including computer networks, wireless networks and the Internet, can be unpredictable and that such systems may from time to time prevent access to or interfere with the City's access and use of the Sentry Software Service, and that the Sentry Software's response times and other performance may be adversely affected by peak usage and limited capabilities within the City's own network infrastructure. The City further acknowledges and agrees that MPS is not in any way liable to the City for any such prevention of or interference with the City's access or use of the Sentry Software Service, or for any such adverse effect on the response time or performance of the Sentry Software.

Security Each Party shall take reasonable steps to maintain the security of communications between them arising from the usage of the Sentry Software and the security of all Parking Data in their respective possession including, but not limited to, reasonable steps to: authenticate the Authorized Administrator using a username and individual password; maintain confidentiality of such username and password; maintain physical security of equipment and facilities in their respective control; exercise appropriate oversight and supervision of their respective personnel; evaluate their respective security safeguards periodically; install and maintain appropriate firewalls and other technical measures where appropriate; guard against the intentional or unintentional corruption or loss of the Parking Data in their respective control. Such steps shall include, but are not be limited to, the following:

- (a) The City shall maintain an up-to-date list of the name of the Authorized Administrator and the names of the Authorized Users.

- (b) Upon execution of this Agreement, MPS will assign a password and username to Authorized Administrator designated by the City; Authorized Administrators will distribute username and password to Authorized Users only and will keep password secure and current, which means:
- (i) changing the password on a periodic basis;
 - (ii) changing the password if an Authorized User with access to the password leaves the employ of the City or is otherwise no longer an Authorized User;
 - (iii) notifying MPS if the Authorized Administrator is leaving the employ of the City or is otherwise no longer the Authorized Administrator;
 - (iv) If the City desires to use the data outside of the Sentry System, the City shall implement appropriate archival procedures so that the City may, from time to time, download and make back-up copies of all Parking Data relevant to its usage and operation of the Equipment;
 - (v) The City shall assign a password to the Authorized Administrator. The Authorized Administrator and Authorized Users shall log into the Sentry Software using only their username and associated password. MPS shall permit access to or use of the Sentry Software only to users who present valid usernames and the associated password. The City is solely responsible for any and all activities that occur by the Authorized Administrator and Authorized Users while using Sentry Software and for ensuring that the Authorized Administrator and Authorized Users exit or log-off from the account at the end of each session of use. MPS shall be entitled to assume, unless notified by the City otherwise, that a user presenting a username and associated password is in fact the corresponding Authorized Administrator or Authorized User. The City shall not permit anyone other than the relevant Authorized Administrator or Authorized User to use the username and password associated with that particular Authorized Administrator or Authorized User. If the City or its personnel knowingly or unknowingly furnish a password to an unauthorized person, the City is validating the authority of such person to act on its behalf as to any access or use of the Sentry Software with that password and shall be responsible for any charges, damages, or losses incurred or suffered as a result of its failure to maintain the confidentiality of any password. The City shall notify MPS immediately if it becomes aware of any unauthorized use of any username or password, and MPS shall take reasonable steps upon such notification to shut off access or use by such username and associated password.
- (c) Both Parties acknowledge that no security measures are perfect and that security breaches may occur despite commercially reasonable efforts. Each Party shall promptly report to the other any material system, equipment, or software malfunction, error,

breakage or breach that involves the security of the Parking Data that such Party detects or that it believes is imminent or is likely to have occurred. Each Party shall reasonably cooperate with the other in efforts to reduce the effects of any such malfunction, error, breakage or breach, to mitigate damage and restore lost code or Parking Data.

Displayed Content..... MPS shall ensure the timely display of any required parking regulation notices on its meters and/or pay stations.

EXHIBIT C
MPS Parking System Agreement Economic Terms

Contract Term	Five years. The Agreement may be renewed for an additional five-year term, at the same terms and conditions, upon the mutual written agreement of the Parties.
Revenue Definition	All coin, credit card and mobile app revenues and all gross violations revenues plus any related interest and penalties collected from tickets from the MPS monitored spaces, net of credit card processing fees.
Revenue Share.....	Existing spaces and virgin spaces to be installed in Phase I, as identified in Schedule 2: First six months: City shall receive monthly revenue of up to \$25.32 multiplied by the number of spaces (both street parking and parking lots) monitored by MPS technology, which represents the historic monthly revenue the City received per space in 2019; MPS shall receive 100% of any excess revenue above that amount. Thereafter, beginning in month number seven: 50%/50% split of monthly gross revenues between MPS and the City. For purposes of determining the allocation of the Revenue Share in the two immediately preceding sentences, the “first six month” period will be deemed to commence on the date that the City and/or MPS begin the mailing of warning notices. Virgin spaces installed subsequent to Phase I: 50%/50% between MPS and the City. SafetyStick spaces: 50%/50% split of monthly gross revenues between MPS and the City from the initial date of operation. To the extent MPS and the City agree to install electric vehicle charging stations (“EV Stations”), gross revenues received from would be applied first to the electrical costs the City incurs related to the EV Stations and then any excess revenues will be split between MPS and the City per the revenue sharing provisions as outlined above.
Modification to Fees, Fines....	The parking fees, fines and penalties charged by the City as of the Effective Date are set forth on Schedule 1 (the “ Schedule 1 Fees ”). The City reserves the right to change or adjust all Schedule 1 Fees at the discretion of the City Council and administration; provided that the City agrees that that none of the Schedule 1 Fees will be reduced for the term of this Agreement.
Monthly Operating Costs	Electric, internet, incurred and paid by City.
Payment Terms	The party collecting excess Revenue under this Agreement shall pay to the other party in accordance and pursuant to the sharing ratios set forth above all amounts owed to such other party within 60 days of each month end for amounts collected during such one-month period. The payment shall be accompanied by a statement certified by the party making the payment under this paragraph, setting forth in reasonable

	detail the Revenue that was received during the month for which payment is being made.
Installation Costs.....	MPS responsible for the fully installed cost of all meters, ParkingSticks, SafetySticks, and Open Lot System in parking lots. MPS shall be responsible for the cost of removing its equipment at the conclusion of the Agreement.
Early Termination Fee	If the Agreement is terminated under Section 11(a) for a reason other than the failure of the designated meters to generate the average monthly revenue stated in Section 11(a), or 11(b), then the City shall pay to MPS an "Early Termination Fee" calculated as follows:" (i) if the effective date of termination (the "Contract Term Date") is before or on first 180 days of the Initial Term, the Early Termination Fee shall be equal to (X) the average monthly revenues anticipated to be earned by MPS under this Agreement as calculated during the pre-contract trial and set forth on Schedule 2; multiplied by (Y) the remaining number of months, including partial months, in the Initial Term; and (ii) if the Contract Term Date is after the first 180 days of the Initial Term, the Early Termination Fee shall be equal to (X) the average monthly revenues which MPS had earned from the Effective Date through the Contract Term Date, multiplied by (Y) the remaining number of months in the Initial Term or any Renewal Term, as applicable.
Minimum Performance	Each meter, ParkingStick and SafetyStick shall generate minimum gross revenues of \$210/space/ month before revenue sharing on 90-day rolling average basis. The per-meter gross revenue shall be calculated as an average of the gross monthly revenue of any six contiguous meters or safety sticks. Below threshold, MPS has right but not the obligation to remove and/or relocate meters, ParkingSticks and/or SafetySticks. City shall have the option to make up any shortfall required to achieve minimum.
City Vehicle Exemptions	City Vehicles are exempt from all parking fees and fines. For this purpose, "City Vehicles" means vehicles that are (a) registered to the City, (b) used by City employees in the course of performing their job duties for the City and (c) for which the City has provided to MPS the following information regarding the vehicle: its year, make, model, color and license plate number.
Space Reduction Penalty.....	\$25 per space per enforcement day penalty payable to MPS for any reduction/service interruption in metered MPS spaces > 2%.
Violations Collections.....	City responsible for vigorous past due ticket collection, obligation to enable and support automatic booting/tow notification for vehicles with past due ticket balances in excess of \$75 and more than 90 days old. City ticket dismissal rate shall not exceed historic levels.

EXHIBIT D
MPS Parking System Agreement Enforcement Terms

Enforcement.....	City must vigorously enforce parking regulations and pursue prosecution of contested violations. City may not engage in any enactment of enforcement holidays not traditionally scheduled, violation or ticket amnesty programs, discounting of tickets or other forms of relaxed enforcement.
Enforcement Staffing	City shall provide as many PEOs as required to process all violations on a timely basis based on a joint review of the timeliness of violations processing by MPS and City.
Enforcement Hours	City agrees to maintain parking enforcement hours and schedules present during trial and shall not reduce the enforcement hours or schedule during the term of this agreement.
Parking Session Duration.....	City shall not increase any limitations on parking session duration from those present during the trial.
Initial Grace Period	MPS and City shall establish a minimum initial grace period of five (5) minutes during which a driver may enter a space and park at the metered space without fear of violation and five (5) minutes during which a driver may enter a no parking zone and park at a SafetyStick without fear of violation. The grace periods may not be altered without mutual consent.
Expired Grace Period	MPS and City shall establish a minimum expired grace period of five (5) minutes following the expiration of paid parking session during which a driver may park at the metered space without fear of violation. The grace period may not be altered without mutual consent.
Violation Avoidance	Other than via parking sessions payments, the Initial Grace Periods and the Expired Grace Periods, City shall not offer any other Violation Avoidance mechanisms without the written consent of MPS.
Ticket Writing.....	Any manual tickets issued must be written using the MPS officer application.
Remote Enforcement.....	City must agree to use remote enforcement (ticketing-by-mail) for all spaces and violation types monitored by an MPS device unless ordered not to do so by a competent legal body or unless remote enforcement becomes technologically impossible. Regardless of the cause, MPS will have the right to suspend or terminate the Agreement for City's failure to comply with the Remote Enforcement requirement. In the absence of a termination, the contract duration will be extended by the number of days during which Remote Enforcement was inactive.
Directed Enforcement	At MPS request, City must engage in Assisted Direct Enforcement, on a temporary basis, during any periods when Remote Enforcement is not active. City and MPS shall jointly determine the number of PEOs required to maintain enforcement, on a temporary basis, at prior rates during any interruption of Remote Enforcement and City shall procure the required PEOs.

Prompt Ticketing.....	City shall promptly approve pending violations to ensure that all tickets are mailed within three (3) days of a violation.
Plate Lookup Authorization ...	If MPS is to process tickets on behalf of the City, City shall promptly provide any authorizations required by third party license plate lookup services to allow for the provision of vehicle owner address information to MPS ticketing system, or alternatively City will provide such services to MPS directly.
Form of Ticket	Tickets issued via remote enforcement must provide the same or more information as tickets previously issued manually by the City and must be accompanied by a photographic image(s) of the violating vehicle from the actual parking session that generated the violation.
Out-of-State Ticketing	City shall enforce, process and pursue collection of fines for out-of-state tickets.

EXHIBIT E

MPS Parking System Agreement Operational Terms

Parking Revenue Collection...	City shall be responsible for the collection of coins from the meters and/or pay stations.
Mobile App Payments.....	MPS' Sentry Mobile shall be the City's exclusive mobile app for the remote operation and payment of parking fees for all metered spaces.
Space Marking	City shall ensure that metered parking spaces are marked to dimensions that adhere to MPS specifications by on-pavement striping running perpendicular to the curb. City acknowledges that MPS has provided those specifications as (i) individual parking space lengths of 20'-24', (ii) white parking stripe line widths of 3"-4" and (iii) white parking stripe line lengths of 9' extending into the street perpendicular to the curb. The Parties agree that the location of all currently existing striping is satisfactory, and the City will refresh those stripes as needed to ensure proper functioning of the parking meters.
Improper Parking	City shall establish and enforce improper parking regulations to ensure proper alignment of vehicles within metered parking spaces.
Parking Signage	City shall maintain signage to posting parking regulations in support of MPS' monitored spaces per their usual practice and procedure.
Sidewalk Clearance.....	City shall be responsible for maintaining cleared sidewalks in the vicinity of MPS meters, ParkingSticks and SafetySticks, including prompt snow and debris removal.
Exterior Maintenance.....	City shall be responsible for removing graffiti, clearing coin jams from meters and/or pay stations and mandatory semi-annual meter exterior cleaning of MPS devices.
Repairs & Replacement	MPS shall be responsible for any repairs and maintenance that requires the opening of the meter, pay station ParkingStick or SafetyStick housing, excluding the clearance of meter or pay station coin jams.
On-Site Spare Parts	MPS shall be responsible for having any required spare parts on-site within forty-eight (48) hours notice of a repair requirement.
Coin Vaults & Keys	City shall be responsible for providing all coin vaults and associated keys that match MPS Sentry System specifications.

Meter Security Alerts	MPS shall configure the Sentry System to provide City with real-time security alerts for any suspected incidences of unauthorized meter and/or pay station tampering, including but not limited to unauthorized attempts to access the coin vault, and City shall agree to dispatch security personnel to investigate such incidences.
Call Before You Dig	City shall be responsible for the management and costs of any call-before-you-dig activities that impact MPS devices post-installation.
Upgrades	MPS has the right, but not the obligation, to conduct routine software and equipment upgrades.
Civic Implementation Plan.....	MPS shall conduct a Civic implementation plan to introduce the MPS system to the public for the first twelve (12) enforcement days, Monday through Saturday, following the installation of each Phase. The plan shall include community outreach efforts to publicize, educate and train the general public on the workings of the system components, and shall include the mailing of warning notices in lieu of actual tickets for the first 30 days of Phase I.
Training.....	MPS shall conduct one on-site Sentry System Certification training seminar and periodic webinars as required to support upgrades. City will ensure participation of City employees in initial training and shall maintain one Sentry Certified employee on staff at all times.
Help Desk.....	MPS shall provide call support 8:00 AM to 8:00 PM M-F. MPS shall determine the priority of action against service issues at its discretion.

SCHEDULE 1

Current Fines, Penalties and other Fees

1. Parking Fees: One (\$1.00) Dollar per hour
2. Maximum time of parking session: No maximum
3. Fine for expired parking: Twenty-five (\$25.00) Dollars per violation
4. Fine for parking in a prohibited area: Twenty-five (\$ 25.00) Dollars per violation
5. Hours of enforcement: Monday thru Saturday: 8:00 AM to 8:00 PM. No charge for Sunday parking.
6. Parking Holidays:

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day (Thursday and Friday)

Hamtramck Holiday Parking Days: the period from the Friday after Thanksgiving through December 31, inclusive. Christmas Eve

Christmas Day

New Year's Eve

SCHEDULE 2

Phase 1 Parking Area

Street Parking – approximately 323 On Street

Joseph Campau, westside of street

Carpenter to Caniff: approximately 72 spaces

Caniff to Holbrook: approximately 50 spaces

Joseph Campau, eastside of street

Carpenter to Caniff: approximately 54 spaces

Caniff to Holbrook: approximately 44 spaces

Caniff by the Post Office: approximately 4 spaces

Florian Street off Joseph Campau: 6 spaces (3 each side)

Poland Street off Joseph Campau: 8 spaces (4 each side)

Norwalk Street off Joseph Campau: 8 spaces (4 each side)

Edwin Street off Joseph Campau: 8 spaces (4 each side)

Evaline Street off Joseph Campau: 16 spaces (8 each side)

Yemans Street off Joseph Campau: 16 spaces (8 each side)

Belmont Street off Joseph Campau: 14 spaces (8 one side, 6 other side – may be room for 1 more)

Trowbridge Street off Joseph Campau: 16 spaces (8 each side)

Mitchell Street at Caniff Street: 7 spaces (4 one side, 3 other side)

Parking Lots – 208 Spaces To Be Enforced With MPS Open Lot Technology

Shoppers World (east of Joseph Campau, between Evaline and Yemans): approximately 130 spaces to be covered with MPS' Open Lot technology

McDougall and Caniff: approximately 52 spaces to be covered with MPS' Open Lot technology

Holmes: approximately 26 spaces to be covered with MPS' Open Lot technology

The four parking lots behind Joseph Campau (approximately 59 spaces) will be manually enforced using MPS' hand-held enforcement devices.

Electric Vehicle (EV) Charging Stations to be installed in a limited number of on-street parking spaces to be mutually agreed upon by the parties.

No Parking Zones – 13 Zones To Be Enforced By MPS' SafetySticks

Bus Stop at 9336 Joseph Campau (D&D Fashions)

Fire Hydrant at 9420 Joseph Campau (Port Bar)

Fire Hydrant at 9528 Joseph Campau (Mom & Pop's Toy Shop)

Bus Stop at 9600 Joseph Campau (Tekla Vintage)

Fire Hydrant at 9638 Joseph Campau (Elite Mr. Alan's)

Fire Hydrant at 2801 Yemans Street (Gold and Glitter Pawn Shop)

Fire Hydrant at 2928 Belmont Street (Fresh Market)

Fire Hydrant at 2801 Trowbridge Street (Hamtramck Drugs)

Bus Stop at 2760 Caniff (unknown) – suggested
Fire Hydrant/Mailbox at 2933 Caniff Street (Hamtramck Post Office)
Fire Hydrant at 11401 Joseph Campau (NY Pizza Baby)
Fire Hydrant at 11667 Joseph Campau (Unknown Building)
Bus Stop at 12195 Joseph Campau (Amar Pizza)