

CITY CLERK ORIGINAL

C-9562
12/18/2014

LICENSE AGREEMENT (9802 West Bethany Home Road)

This LICENSE AGREEMENT ("**Agreement**") is made and entered into by and between the City of Glendale, an Arizona municipal corporation ("**City**") and SP Plus Corporation, a Delaware Corporation authorized to do business in Arizona and doing business as SP+ Gameday ("**Licensee**") (individually "**Party**" and collectively "**Parties**") to be effective on the date it is fully executed by all Parties.

RECITALS

A. The City is the owner of certain real property located in the vicinity of Bethany Home Road and the Agua Fria Freeway (Loop 101), Glendale, Arizona, ("**License Area**") more fully described in Exhibit A attached hereto and will be licensed for use pursuant to this Agreement.

B. The National Football League ("**NFL**") owns, produces and controls its annual professional football championship game known as the Super Bowl and its annual all-star exhibition game known as the Pro Bowl (together the "**Events**") and all rights relating thereto on an exclusive, worldwide basis.

C. The 2015 Pro Bowl is scheduled to be played on January 25, 2015, and Super Bowl XLIX is scheduled to be played on February 1, 2015, both at the University of Phoenix Stadium near the License Area.

D. In the event the Arizona Cardinals participate in the NFC playoffs and host any playoff game at the University of Phoenix Stadium, Licensee may require use of the License Area in connection with such games, in which case the term Events, as used in this Agreement, will encompass such games.

E. Licensee will be providing various parking, traffic management and transportation services in connection with the Events.

F. Licensee and City desire for Licensee to use the License Area in connection with providing parking for the Events on the terms set forth below.

G. Licensee and City desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS. The above recitals are true and correct and are incorporated into and shall constitute a part of this Agreement.
2. LICENSE. The City hereby grants to Licensee the right to use the License Area only for providing parking and parking-related activities, including but not limited to tailgating, for patrons attending the Events, for personnel working the Events, and as otherwise described in § 2.3.d, below ("**Permitted Use**") and no other use; and, subject to the provisions and conditions of this Agreement:

2.1. Parking Area. During the Term of this Agreement, Licensee will have non-exclusive access to and may make alterations and improvements to the License Area only as described in § 5, “Licensee’s Operations” for purposes reasonably related to the Permitted Use.

2.2. Project Manager. Upon execution of this Agreement, City and Licensee will each designate a project manager to coordinate the parties’ performance under this Agreement. Each project manager will devote such time and effort to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City’s project manager will not be exclusively assigned to this Agreement or to work related to the Licensee’s use.

2.3. Rights, Use Requirements, and Restrictions.

- a. Licensee’s rights under this Agreement are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the License Area.
- b. Licensee’s rights under this Agreement are subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or hereafter having jurisdiction over the License Area or the Licensee’s use of the License Area.
- c. Licensee may use the License Area only for the Permitted Use and no other use.
- d. Licensee’s Permitted Use includes the following:
 - 1. Managing the parking and circulation of vehicles inside the License Area;
 - 2. Placing and using supplemental light towers, directional signage (both static and VMS), and portable restrooms; erecting fencing; placing signage, promotional displays, kiosks and similar facilities; and,
 - 3. All other uses directly related to providing parking for the Events.
- e. Except for enforcement authority vested in the Glendale Police Department or other governmental authority, Licensee shall have the right to set and enforce appropriate rules and guidelines for use of the License Area during the Events.
- f. Licensee shall have the sole and exclusive right to set the price for parking at the License Area for the Events and to oversee the production, marketing and sale of parking passes through any channels, including transactions on-site and through Licensee’s proprietary Internet-based reservation system known as Click and Park.
- g. Licensee shall have the sole and exclusive right to all profits associated with the Permitted Use and is solely responsible for losses, if any.

2.4. “AS-IS” Acceptance. Licensee warrants that it has studied and inspected the License Area, obtained any information and professional advice the Licensee has determined to be necessary related to this Agreement, and therefore accepts the same “AS IS” without any express or implied warranties of any kind, other than those warranties contained in § 12, including any warranties or representations by the City as to its condition or fitness for any use. Licensee’s acceptance of the License Area “as is” shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.

2.5. Limitation on Grant. The Parties do not by this instrument intend to create a lease, easement, or other real property interest or vest with Licensee any real property interest in the License Area and nothing express or implied in this Agreement grants Licensee any right or authority to enter, occupy, or use any property that is not solely owned by the City and fully described herein.

2.6. Rights Reserved

- a. Licensee acknowledges that its use of the License Area is subject and subordinate to the City's use of the License Area, including use of the License Area for placement of and advertising display on permanent digital billboard equipment ("**Digital Billboard**") and temporary Cellular on Wheels ("**COW**") equipment.
- b. Licensee and its agents, employees or contractors will not install, operate or use any equipment, methodology or technology that may interfere with the optimum effective use or operation of Digital Billboard, COW, or the City's fire, emergency or other communications equipment, methodology or technology (i.e. voice or other data receiving and/or transmitting equipment) that is presently in use or may be in use in the future.
 1. If such interference does occur, the Licensee must immediately discontinue using the equipment or methodology or technology that causes the interference until corrective measures are taken which must be made at no cost to the City or owner/operator of Digital Billboard or COW equipment.
 2. City and the Licensee will use their best reasonable efforts to resolve immediately any interference problems, but if an interference problem is unavoidable, the City's right to use the City's fire, emergency, or other communications equipment and the Digital Billboard or COW owner/operator's right to use their equipment remain paramount to any use of the License Area by the Licensee and Licensee would have the right to terminate this Agreement without penalty and without any cost or penalty to the City.
- c. City and owner/operator of Digital Billboard or COW equipment may, at all times, enter upon the License Area for any lawful purpose, provided the action does not unreasonably interfere with the Licensee's use or occupancy of the License Area.
- d. Without limiting the generality of the foregoing, the City, owner/operator of Digital Billboard or COW equipment, and any furnisher of utilities and other services may, at their own cost:
 1. Enter upon the License Area at any time to make repairs, replacements or alterations that, in the opinion of the City, owner/operator of Digital Billboard or COW equipment, or the furnisher of utilities and other services, may be necessary or advisable and cannot reasonably be performed after the expiration of this Agreement; and
 2. In connection with any maintenance, use the License Area for access to other parts in and around the License Area; provided that in the exercise of these rights of access, repairs, alterations or new construction, the City or owner/operator of Digital Billboard or COW equipment does not unreasonably interfere with the use and occupancy of the License Area by the Licensee.
- e. The exercise of any of the foregoing rights by the City, owner/operator of Digital Billboard or COW equipment, or others does not constitute a termination of the License, nor serve as the grounds for any remuneration or any claim for damages.

3. **TERM.**

3.1. **License Period.** This Agreement shall commence on January 1, 2015 (“**Commencement Date**”) and end on February 14, 2015 (“**Term**”), unless terminated earlier as provided in this Agreement. The Effective Date of the License Agreement shall be the date it is fully executed by all Parties.

3.2. **Surrender of Possession**

- a. Upon the expiration or termination of this Agreement, the Licensee’s right to occupy the License Area and to exercise the privileges and rights granted by this Agreement cease, and it must surrender and leave the License Area in as good condition as it was provided to Licensee, including removal of personal property from the License Area, and removal of any paper, litter or trash.
- b. Licensee shall not be responsible for reasonable wear and tear to the License Area associated with the nature of the Permitted Use or for any reclamation activities or restoration of the License Area.
- c. Except as set forth in § 3.2.d, all trade fixtures, equipment, and other personal property installed or placed temporarily by the Licensee on the License Area remains the property of the Licensee.
- d. If Licensee fails to remove any of its property upon expiration or termination of this Agreement, it will have a grace period of three (3) days in order to cause such removal, after which such property will become a part of the License Area and ownership will vest in the City. Alternatively, except as otherwise provided in § 5.2.c, the City may, at the Licensee’s expense, have the property removed after such 3-day period.

3.3. **Hold-Over.** In the event Licensee continues to occupy the License Area after the expiration or termination of this Agreement, such hold-over does not constitute a renewal or extension of this Agreement and in no case may the hold-over exceed ten (10) business days.

4. **LICENSE CONSIDERATION**

For its right to use the License Area, the City accepts the following consideration as full remuneration for the Licensee’s use in accordance with the License Agreement:

- 4.1. Licensee shall assume and become solely responsible for the City’s obligations, if any, to the NFL for the operation of a Park and Ride shuttle system during the operating days and hours of the Events at no cost to the City, either free or at a reasonable cost to the public.
- 4.2. Licensee shall make available to the City the exclusive use of twenty-five (25) parking spaces for use in the City’s sole discretion during the 2015 Pro Bowl and Super Bowl XLIX. Spaces are to be reserved on Lot H, located in the vicinity of 95th and Maryland Avenues, as described in Exhibit B attached hereto.

5. LICENSEE'S OPERATIONS

5.1. Generally

- a. Licensee must at all times have on-call and at the City's access an active, qualified and experienced representative to supervise the Permitted Use and who is authorized to act for the Licensee in matters pertaining to all emergencies and the operation of the Permitted Use. Licensee will provide the City with the name and 24-hour telephone number for the Licensee Project Manager.
- b. Licensee, at all times during the Term of this Agreement, must operate and maintain the License Area in a clean and orderly condition and use commercially reasonable care in the use of the License Area so as not to constitute a nuisance, jeopardize the public safety, sell or distribute alcohol or illegal drugs, permit nudity, or allow any other unlawful activity.
- c. The Licensee is responsible for obtaining and paying for all utilities necessary to support the Permitted Use of the License Area.
- d. Licensee will procure, at its sole cost, any license, permit or approval of any governmental agency having jurisdiction over the License Area necessary for the Permitted Use of the License Area ("**Governmental Approvals**"). Licensee's obligations under this Agreement shall be subject to receipt of all Governmental Approvals. Each Party will cooperate with the other in good faith to obtain the Government Approvals, and City will promptly execute all applications and other documentation necessary for Licensee to obtain the Governmental Approvals. Licensee shall reimburse City within ten (10) days for any penalties or fines resulting from Licensee's failure to comply with any Governmental Approvals.

5.2. Improvements

- a. Licensee intends to alter the License Area by constructing or creating a firm, level surface to accommodate the parking of motor vehicles and the ingress and egress of pedestrians and vehicles ("**Improvements**"). Licensee, at its sole expense and subject to any applicable Governmental Approvals, may perform all activities, use all equipment and bring all materials on the License Area reasonably related to the Permitted Use, including, without limitation, the following:
 1. Adding dirt and gravel to low points and other depressions on the License Area;
 2. Grading, rolling and packing dirt with a road grader or steam roller;
 3. Painting lines to identify parking stalls; and
 4. Paving access road(s) using milled asphalt.
- b. Design, Labor and Materials
 1. Licensee may use contractors and suppliers in its reasonable discretion in the performance of Improvements. Licensee is responsible for ensuring the Licensee's contractor/s performing work at the License Area each carry and maintain workers' compensation insurance, employer's liability insurance, automobile liability insurance, and commercial general liability insurance covering their respective operations at the License Area. Such liability policies shall name the City as an additional insured and Licensee will deliver a certificate of insurance to City.
 2. Licensee's Improvements must be designed and materials and labor purchased at the Licensee's sole expense.

3. In no event is the City obligated to compensate the Licensee or any contractor or supplier in any manner for any of the Licensee's Improvements or other work performed by the Licensee or any contractor in connection with the Permitted Use or during or related to this Agreement.
 4. Licensee must timely pay for all labor, materials, and work, and all professional and other services related to its operations within the License Area, and will defend, indemnify and hold harmless the City against all related claims caused by Licensee and no liens against the License Area shall be permitted.
 5. All work performed on the License Area by the Licensee or any sub-contractors must be performed in a workmanlike manner, as reasonably determined by the City, and will be diligently pursued to completion and in conformance with all building codes and similar rules.
 6. Licensee and any sub-contractors must participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 et seq. regarding underground facilities, and the Licensee will submit proof of such participation to the City Engineer upon request.
 7. *The Licensee and City will cooperate with each other in good faith to accomplish the Improvements. City will have the right to approve the type of dirt, paint and other materials added to the License Area and to approve the location of the access road(s), which approval will not be unreasonably withheld or delayed. Licensee will invite City to meet with Licensee and its contractors to discuss the plans, means, methods, techniques and procedures for Improvements to be made in accordance with City standards.*
- c. The paved road(s) added to the License Area by Licensee, if any, will be an improvement to the License Area and will not be removed. City will accept such roads "as-is", without any warranty or representation from Licensee. City's acceptance of Improvements to the License Area "as is" shall not include the acceptance of any latent dangerous or hazardous condition that is not discoverable upon inspection.
 - d. Construction Bonds. Prior to the commencement of any construction in the License Area, Licensee shall cause its general contractor, Achen-Gardner Construction, LLC, to obtain and provide Licensee with payment and performance bonds in amounts equal to the full amount of the written construction contract for the construction to be performed on, in, and related to the License Area. Licensee shall provide City with copies of such bonds prior to the commencement of any such construction.
 1. The payment bond will be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond will identify Licensee as obligee, conditioned upon the faithful performance of the required construction work.
 2. Each bond must be executed by a surety company duly authorized to do business in Arizona.

5.3. Insurance

- a. Licensee must procure and at all times maintain the minimum insurance as outlined below in connection with its Permitted Use and Improvements and any other work or operations in the License Area:

Minimum Insurance Requirements

1. Workers' Compensation Insurance complying with Statutory Limits. This policy shall include employer's liability insurance with limits of at least \$1,000,000.
 2. Commercial General Liability Insurance in the minimum amounts indicated below or such additional amounts as reasonably required by the City, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of any agreement with the City), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of your performance of work for the City or on Licensed Area. Said insurance shall have minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$2,000,000 each occurrence and \$4,000,000 aggregate.
 3. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to an agreement with the City with minimum limits for Bodily Injury and Property Damage Liability equal to the policy limits, but not less than \$1,000,000 each occurrence. Coverage shall include any auto.
- b. Insurance must be issued by a company authorized to provide coverage in Arizona and rated at least A-, VII by AM Best and naming the City and its board members, officials, officers, agents, and employees as an additional insured by endorsement with a requirement of written notice to the City prior to cancellation for any reason other than nonpayment of premium. Licensee shall provide written notice to the City of cancellation of any required insurance policy for any reason.
 - c. The insurance must also include advertising and contractual liability coverage for the obligation of indemnity assumed in this Agreement, subject to standard policy provisions and exclusions.
 - d. Licensee's insurance must be primary and non-contributory with respect to all other available sources. Licensee must provide appropriate certificates and endorsements of insurance to the City for all insurance policies required by this section.
 - e. As commercially reasonable, City's Risk Manager may alter the requirements above or determine additional insurance is necessary for Licensee's operations.
 - f. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City for any reason other than nonpayment of premium. Licensee shall provide written notice to the City of cancellation of any required insurance policy for any reason.
 - g. Waiver of Subrogation. Licensee hereby grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to make reasonable efforts to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision

applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- h. Notices to the City. The Licensee will provide the City, without request, copies of any petition or application related to any filing by the Licensee of bankruptcy, receivership or trusteeship and any notices received from regulatory agencies pertaining to the operations of the Billboard.
6. Damage or Destruction. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of Licensee, except for such loss or damage as is caused by the sole negligence or fault of the City or its officers, employees or agents.

7. **INDEMNIFICATION AND LIMITATION OF LIABILITY.**

7.1. Licensee will defend, indemnify and hold harmless the City, its officers and employees, and agents (collectively, the "City") from all loss, damages or claims (collectively, "Claims") of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of Licensee or its agents, employees and invitees (collectively, "Licensee") in connection with Licensee's use, construction activities and operations in the License Area and that result directly or indirectly in any type of injury to or death of any person or the damage to or loss of any property, or that arise out of Licensee's use, construction activities or operations, including the failure of the Licensee to comply with any provision of this Agreement (collectively "Licensee's Conduct").

- a. City will in all instances, except for loss, damages or claims resulting from the sole negligence or fault or gross negligence of City, be defended and indemnified by Licensee against all Claims arising out of Licensee's Conduct. City will give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this section, although timing of such notice will not diminish Licensee's duty to defend and indemnify unless such timing actually prejudices Licensee's ability to defend, and the Licensee will have the right to compromise and defend the same to the extent of its own interest.
- b. City shall cooperate with Licensee and its counsel in such defense.
- c. City may, but does not have the duty to, participate in the defense of any Claim with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations hereunder.
- d. Licensee's obligations under this Agreement survive any termination of this Agreement or the Licensee's use or activities in the License Area.

7.2. Limitation of Liability. In no event is either party liable or obligated to the other party or any third party for any special, incidental, exemplary, consequential, punitive or indirect damages regardless of the form of action, whether under theory of contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of any such damages in advance. The foregoing limitation on liability shall not apply to claims for which a party is obligated to provide indemnity under this Agreement, claims arising from fraud, gross negligence or willful misconduct of a party, claims for breach of confidentiality, or claims of infringement of intellectual property rights.

7.3. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **TAXES AND LICENSES**

- 8.1. Licensee must pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the License Area under authority of this Agreement, including any such tax assessable on the City.
- 8.2. Licensee must, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

9. **RULES AND REGULATIONS.** Licensee must at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its use and construction activity or operations on the License Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. Licensee must display to the City, upon request, any permits, licenses or other evidence of compliance with all laws.

10. **TERMINATION**

10.1. For Cause

- a. Either party may terminate this Agreement in the event that the other party breaches this Agreement and fails to promptly remedy such breach within forty-eight (48) hours after receipt of notice from the other party. Notice must be made to either party's Project Manager, which notice may be verbal if provided on-site at the License Area to the other party's representative but must be followed up with an email to the other party's Project Manager documenting the deficiency.
- b. In the event either party fails to perform any of its obligations under this Agreement and such failure continues for forty-eight (48) hours and will impair the Permitted Use of the License Area, either party shall, in addition to all other rights and remedies available, have the right, but not the obligation, to perform the obligations of the offending party and collect from such, or set-off against amounts otherwise due, all sums actually expended to effect such cure.
- c. Licensee may terminate this Agreement in the event of any of the following:
 - 1. Applications for Governmental Approval are rejected;
 - 2. Prior to the Commencement Date, Licensee reasonably determines that the License Area is no longer technically compatible for its use or that it will be unable to use the License Area for its intended purposes.
 - 3. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the License Area.
- d. Licensee may NOT terminate this Agreement after the Commencement Date if the License Area becomes unusable as a result of inclement weather or other Act of God. If such an incident occurs, the City will cooperate with the Licensee to assist in identifying alternative parking solutions if needed.
- e. The City may terminate this Agreement and seek damages in the event of any of the following:
 - 1. The failure of Licensee to perform any of its obligations under this Agreement;

2. The filing of any lien against the License Area because of any act or omission of the Licensee that is not discharged or fully bonded within 30 days of receipt of actual notice by the Licensee.
 3. If the Licensee at any time and for any reason fails to maintain all insurance coverage required by this Agreement, alternatively, and at its sole discretion, the City may secure the required insurance at the Licensee's expense which will be immediately due and payable.
11. **DEFAULT.** Failure by a Party to take any authorized action upon default by the other party of any of the other party's breach of a term, covenant, condition or obligation of this Agreement, or the failure to declare any default or breach immediately upon occurrence thereof or delay in taking any action in connection therewith, shall not waive such default or breach or such covenant, term, or condition or any subsequent default or breach thereof.

12. **CITY'S REPRESENTATIONS AND WARRANTIES**

The City represents and warrants to the Licensee that:

- 12.1. It has the full right, power, and authority to execute this Agreement;
- 12.2. The City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.
- 12.3. The City shall deliver the License Area to Licensee on the Commencement Date free and clear of any equipment except as noted in § 2.6.a, personal property, trash and debris.
- 12.4. The City will not take any action inconsistent with Licensee's use of the License Area during the term of this Agreement.
- 12.5. Except as otherwise provided herein in § 2.6.a, the City has not and will not contract with, authorize or permit any vendors, merchants, lessees or other third parties to have access to or make any use of the License Area during the Term of this Agreement.
- 12.6. Advertising. The City agrees that it will not issue any permit or otherwise grant permission for any temporary sign on the License Area to persons other than Licensee or the NFL. Notwithstanding the previous sentence, Licensee specifically acknowledges and agrees that the existing Digital Billboard on the License Area will continue to be operated and may display digital advertising not specifically authorized by Licensee or the NFL during the Term of this Agreement.
- 12.7. Marks. City shall not have any right to use any of the trademarks, logos or other intellectual property of Licensee or the NFL or the member professional football clubs of the NFL, including, but not limited to, the terms "SP+", "SP+ Gameday", "National Football League", "NFL", "Super Bowl", "Pro Bowl", or the corresponding logos, such as the NFL Shield, or the names, symbols, helmet designs, uniforms and other insignia of the member clubs (collectively, the "Marks"). City agrees that it will not commercially exploit the nature of this Agreement including, without limitation, (i) by referring to this Agreement in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials, (ii) by using or allowing the use of the Marks in connection with any service or product, or (iii) by otherwise disclosing its indirect relation to the Events for a commercial purpose.

12.8. The City agrees to not make any public announcement regarding this Agreement unless such announcement is required by law.

13. **HAZARDOUS WASTE**

13.1. Licensee must not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the License Area subject to regulation under the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., or any other federal, state or local law pertaining to hazardous waste or toxic substances.

13.2. Notwithstanding the foregoing, the parties acknowledge that (i) gasoline, diesel, oil and other similar lubricants and substances typically associated with the operation of motor vehicles will be present at the License Area due to the nature of the Permitted Use, and (ii) Licensee shall not be liable for leakage, seepage or other discharge of such substances from motor vehicles at the License Area determined by the City's Environmental Program Manager to be immaterial.

13.3. Licensee must not use the License Area in a manner inconsistent with any regulations, permits or approvals issued by the Arizona Department of Health Services.

13.4. Licensee must defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance on or affecting the License Area attributable to or caused in any way by the Licensee, and immediately notify the City of any hazardous waste or toxic substance at any time discovered or existing upon the License Area.

13.5. Licensee must promptly and without a request by the City provide the City's Environmental Program Manager with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems on the License Area.

14. **PARTIES' PERSONNEL**. Each party's personnel are, and shall at all times remain, employees or contractors of such party, and each party shall exercise control over the conduct of their personnel and shall pay all wages, employee benefits and related expenses to the full extent required by law including, without limitation, all governmental employment taxes and unemployment insurance.

15. **INDEPENDENT CONTRACTOR**. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties. Licensee is strictly an independent contractor subject to no control by City other than as expressly provided herein.

16. **NOTICES**. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

To City: City of Glendale
Attn: Brenda S. Fischer, City Manager
5850 W Glendale Avenue
Glendale, AZ 85301
Email: Citymanager@glendaleaz.com

with copy to: City of Glendale
Attn: Michael D. Bailey, City Attorney
5850 West Glendale Avenue
Glendale, AZ 85301
Email: mbailey@glendaleaz.com

To Licensee: SP Plus Corporation
Attn: Legal Department
200 East Randolph Street, Suite 7700
Chicago, IL 60601

with copy to: SP+ Gameday
Attn: Tony Vitrano, Senior Vice President
201 South Orange Ave., Suite 925
Orlando, FL 32801
Email: tvitrano@spplus.com

- 16.1. Either party may designate in writing a different address for notice purposes pursuant to this section.
- 16.2. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 72 hours after deposit with the United States Postal Service, addressed to the party.
17. **ASSIGNMENT.** Neither Party may assign or sublease any of its interest, rights, or obligations of this Agreement hereunder without the prior written consent of the other Party. Any attempted assignment, delegation, or transfer without the necessary consent will be void.
18. **SEVERABILITY.** If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations; in the event of material prejudice, then the adversely affected party may terminate this Agreement.
19. **IMMIGRATION LAW COMPLIANCE.**
- 19.1. Licensee, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 19.2. Any breach of warranty under this section above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 19.3. City retains the legal right to inspect the papers of Licensee or subcontractor employee who performs work under this Agreement to ensure that Licensee or any subcontractor is compliant with the warranty under this section.
- 19.4. City may conduct random inspections, and upon request of the City, Licensee must provide copies of papers and records demonstrating continued compliance with the warranty under this section. Licensee agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 19.5. Licensee agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon it and expressly accrue those obligations directly to the benefit of the City. Licensee also agrees to require any subcontractor to incorporate into each of its own

subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

19.6. Licensee's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

19.7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

20. **CONFLICTS**. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

21. **GOVERNING LAW; CHOICE OF FORUM**. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona (without reference to conflict of law principles). Any action brought to interpret, enforce or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Section. If any litigation or arbitration between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorney's fees, expert witness fees and other costs incurred in connection with the litigation or arbitration.

22. **MISCELLANEOUS**.

22.1. This Agreement, together with all exhibits hereto, constitutes the entire agreement between the parties, and supersedes all representations, statements or prior agreements and understandings both written and oral with respect to the matters contained in this Agreement and exhibits hereto. No person has been authorized to give any information or make any representation not contained in this Agreement.

22.2. The parties have participated jointly in the drafting of this Agreement, and agree that it shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor or against either party, regardless of which party may have drafted any of its provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

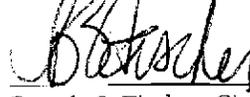
22.3. No provision of this Agreement may be waived or modified except by a written agreement signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Agreement shall be binding upon and inure to the benefit of each party, and its successors and assigns.

23. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile (or other commonly-used electronic means (e.g., PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signatures on following page.]

EXECUTED to be effective on the date the agreement is fully executed by all Parties.

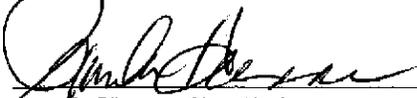
CITY OF GLENDALE, an Arizona municipal corporation



Brenda S. Fischer, City Manager

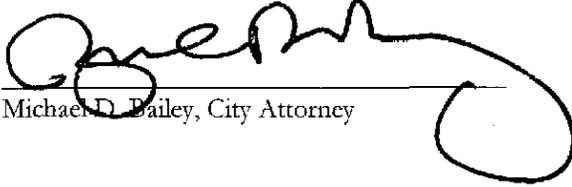
Date: 12-18-14

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

SP PLUS CORPORATION, a Delaware corporation

Tony Vitrano

By: Tony Vitrano
Its: Senior Vice President

Date: 12/3/14

STATE OF Nevada)
County of Clark) ss.

The foregoing instrument was acknowledged before me this 3 day of December, 2014, by Tony Vitrano in his/her capacity as authorized representative of SP PLUS CORPORATION.

Hailey Dobson
Notary Public

My Commission Expires:
June 18, 2018



