THE CITY OF BLUE ISLAND
COOK COUNTY, ILLINOIS

RESOLUTION
NUMBER 2015-032

A RESOLUTION AUTHORIZING THE EXECUTION OF A SOFTWARE LICENSE AND SERVICE AGREEMENT WITH PASSPORT PARKING, INC. FOR THE PROVISION OF SOFTWARE PRODUCTS AND SERVICES

DOMINGO F. VARGAS, Mayor
Randy Heuser, City Clerk

1st Ward	TOM HAWLEY	GEORGE POULOS
2nd Ward	LETICIA VIEYRA	FRED BILOTTO
3rd Ward	NANCY RITA	KEVIN DONAHUE
4th Ward	CANDACE CARR	ALECIA SLATTERY
5th Ward	JANICE OSTLING	KENNETH PITTMAN
6th Ward	DEXTER JOHNSON	JAIRO FRAUSTO
7th Ward	NANCY THOMPSON	JAMES JOHANSON

Aldermen

RESOLUTION NO. <u>2015-032</u>

<u>A RESOLUTION AUTHORIZING THE EXECUTION OF A SOFTWARE LICENSE AND SERVICE AGREEMENT WITH PASSPORT PARKING INC. FOR THE PROVISION OF SOFTWARE PRODUCTS AND SERVICES</u>

Whereas, the City of Blue Island is a non-home rule municipality and has the authority to enter into contractual agreements;

Whereas, the City desires to obtain software and services to aid in the efficient processing of and record keeping related to parking and associated fees within the City;

NOW AND THEREFORE, BE IT RESOLVED by the City Council of the City of Blue Island, Cook County, Illinois, as follows:

SECTION 1: AGREEMENT FORM AND TERMS AUTHORIZED

The terms and conditions as shown in the Agreement attached as Exhibit A to this Resolution are hereby approved.

SECTION 2: AUTHORIZATION

The City Council further authorizes the Mayor or his designee to execute any and all documentation that may be necessary to carry out the intent of this Resolution. The officers, employees, and/or agents of the City shall take all action necessary or reasonably required by the City to carry out, give effect to, and consummate the intent of this Resolution.

SECTION 3: EFFECTIVE DATE

This resolution shall be in full force and effect upon its passage and approval as required by law.

ADOPTED this 13th day of October, 2015, pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman Hawley	X				
Alderman Poulos	X				
Alderman Vieyra	X				
Alderman Bilotto	X				
Alderman Rita			X		
Alderman Donahue	X				
Alderman Carr	X				
Alderman Slattery	X				
Alderman Ostling	X				
Alderman Pittman	X				
Alderman Johnson	X				
Alderman Frausto	X				
Alderman Thompson	X				
Alderman Johanson			X		
Mayor Vargas					
TOTAL	12		2		

APPROVED by the Mayor on October 13, 2015.

Domingo F. Vargas

MAYOR OF THE CITY OF BLUE ISLAND,
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and **Filed** in my office this

___13th___ day of ___October___ , **2015**.

Ken Heur

CITY CLERK

STATE OF ILLINOIS   )
) SS

COUNTY OF COOK   )

CERTIFICATION

I, RANDY HEUSER, DO HEREBY CERTIFY that I am the duly elected City Clerk of the City of Blue Island, Illinois and as such City Clerk of the City of Blue Island, Illinois, I am the keeper of the minutes and records of the proceedings of the City Council of said City and have in my custody the Resolutions and books of the records of said City.

I DO FURTHER CERTIFY that the attached and foregoing is a true and correct copy of that certain RESOLUTION: **A RESOLUTION AUTHORIZING THE EXECUTION OF A SOFTWARE LICENSE AND SERVICE AGREEMENT WITH PASSPORT PARKING, INC. FOR THE PROVISION OF SOFTWARE PRODUCTS AND SERVICES.**

RESOLUTION NO. 2015 – 032 Which was adopted at a regular meeting of the City Council of the City of Blue Island **12** Aldermen were present; that at said meeting, on motion duly made and seconded that said Resolution do pass and upon the roll being called the vote of each Alderman present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and his name and vote recorded in the minutes of the Proceedings of said City Council; that it appears from such recorded that **12** Aldermen Aye, **0** Aldermen Abstain, **2** Aldermen Absent and **0** Aldermen voted Nay.

I DO FURTHER CERTIFY that said Resolution was deposited in my Office on the **13th** day of **October, 2015**

I DO FURTHER CERTIFY that the original Resolution of which the foregoing is a true copy is entrusted in my care for safe keeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, the **13th** day of **October, 2015**.

CORPORATE SEAL

_____
                                City Clerk

SOFTWARE LICENSE AND SERVICE AGREEMENT

The following terms, including the terms and conditions found in Exhibit A, (the "Agreement"), represent the full understanding of PassportParking, Inc. ("Passport") and the Party named below ("Provider" and with Passport, the "parties" and each individually a "Party"). In exchange for the mutual covenants herein and other good and valuable consideration, the Parties agree and intend to be bound as follows:

Provider Legal Name:	**Contact:**
Email:	**Phone**
Provider Contact Address	**Provider Billing Contact Address**
Effective Date:	

Launch Delays:
If Provider fails to launch the MPP and/or CMP, as applicable, within ninety (90) days after the Effective Date above, Provider will pay a monthly platform fee to Passport equal to the lesser of $1,500.00 or any applicable monthly fee per platform (MPP or CMP) for which the launch has been delayed beyond ninety (90) days from the Effective Date.

Services:
Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for Provider to operate:

> a mobile payment for parking program ("MPP") which allows all parking customers in any and all parking facilities owned or managed by Provider (the "Premises") the ability to pay for parking using a smartphone application or mobile web application;

> a citation management program ("CMP") which allows Provider's parking enforcement officers to issue parking citations and allows Provider to accept payment for parking citations and perform citation adjudication tasks;

> a digital permits for parking system ("DPP") as described in Exhibit E

Governing State Law:	

Merchant Processing Costs:
Provider will be responsible for paying all merchant processing costs, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees.

Merchant of Record for Transactions:	X	Passport	Provider
Passport Merchant Processing Rate Per Transaction:	2.9%+ $0.30		
Payment Gateway Provider:	X	Passport	Other
Passport Gateway Fee Per Transaction:	Included in the Merchant Processing Rate		

Termination:
This Agreement will continue for a Term of three (3) years from the date of launch, and may be only terminated by either Party for a breach that remains uncured for forty five (45) days after the non-breaching Party provides notice to the breaching Party.

Per Transaction MPP Service and License Fee:	$0.35
Per Transaction MPP Service and License Fee where Provider Passes through No Convenience Fee to Parking Customers:	$0.25
Per Transaction MPP Service and License Fee where Provider Elects to License the CMP in addition to the MPP:	$0.25
Maximum Convenience Fee Passed through to Parking Customers:	$0.35
Monthly Fixed MPP Maintenance Fee (If Provider Does not Elect to License the CMP in addition to the MPP):	$750.00
Monthly DPP Service and License Fee During the First Year of the Term of this Agreement:	$1,500.00

Equipment Provided by Passport:	Initial Signs: 10	Initial Decals: 0

Installation:
Provider will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts

Marketing Services:
Passport will provide the marketing services described in Exhibit C for the fees listed therein.

Other Fees:
  a) Zone setup fees of three dollars ($3.00) per space have been *WAIVED*
  b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars ($20.00) per sign and three dollars ($3.00) per decal
  c) Provider will pay a ten dollar ($10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport
  d) Provider will pay a one dollar ($1.00) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport
  e) Passport will provide a design file to allow Provider to print replacement signs and decals
  f) Provider will reimburse Passport for any and all reasonable travel, lodging, and food expenses incurred by Passport employees while traveling at Provider's request.
  g) Provider will pay a custom design fee of one thousand five hundred dollars ($1,500.00) for changes to the design of Passport's signs and decals.
  h) All other fees and charges contained in all Exhibits
  i) There will be no license fees charged to Provider for the DPP after the first twelve (12) months.

Merchant Validation Program:
Passport will provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the Premises will be required to create a prepaid account out of which validation payments will be made. Passport will be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) paid through validation by local merchants will be transferred to Provider in the form of bill credits each month

CMP License Fee Before First Citation Amount Escalation:	$3.00
CMP License Fee Before First Citation Amount Escalation where Provider Passes Through No Fees to Parking Violator:	$2.00
CMP License Fee Before First Citation Amount Escalation where Provider Elects to License the MPP in Addition to the CMP	$2.00
License Fee After First Citation Amount Escalation:	50%
(If Provider Does not Elect to License the MPP in addition to the CMP):	$750.00

Equipment:
  a) Provider must purchase a sufficient number of Android-based handheld devices for each parking enforcement officer to have access to one device while conducting parking enforcement activities
  b) Passport will provide custom setup for Android devices, including installing and configuring the Software and pairing the device with a Bluetooth-enabled printer for an additional fee of $300.00
  c) Provider must purchase one wireless data plan for each Android device
  d) Provider must purchase one Bluetooth-enabled printer per Android device described above
  e) If Provider chooses to purchase Bluetooth-enabled printers through Passport, the prices are as follows:
    i) DataMax O'neill OC 3: $890.00 with charge | $965.00 with case
    ii) ZebraiMZ320: $600.00 with charger
  f) In addition to the unit costs per Bluetooth-enabled printer above, Provider will be responsible for paying all shipping costs
  g) The DataMax printer requires thermal paper, which costs $134.00 per case + Shipping costs
  h) If Provider orders custom printer paper through Passport, Provider will be responsible for paying the costs of creating, printing, and shipping such custom paper plus a 12% service fee to Passport. Passport is unable to provide estimated costs until specific details of Provider's order have been confirmed due to the variable costs of its 3rd party.

Collections Support:
  a) Passport will provide an online payment portal through which parking violators may pay outstanding parking citations
  b) After ____ days, parking citations issued by Provider will escalate in price and Passport will automatically generate and send a letter to each parking citation owner for which Passport has necessary state licensure authorization to perform a driver record lookup informing such parking violator that they have an outstanding parking citation and that the citation amount has increased.
  c) If authorized by the relevant driver licensure bureau, where a citation remains unpaid after a mutually agreed number of days after Passport has sent the letter described in subsection b) above, Passport will submit the relevant information to Provider's chosen collection agency. Once this information has been submitted for a parking citation, Passport will receive no fees related to that parking citation and will bear no responsibility for any fees or other costs charged by the collection agency.

State Licensure Authorizations:
Passport will provide a list of states in which Passport has the authority to do driver record lookups upon request by Provider

This Software License and Service Agreement ("Agreement") is entered into, as of the Effective Date first written above, between PassportParking, Inc. and the Provider named above. This Agreement includes and incorporates the terms and conditions found in this document, the Standard Terms and Conditions found in Exhibit A, and the terms and conditions found in Exhibit B. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

PassportParking, Inc: Provider:

By: By:

Name: Name:

Title: Title:

STANDARD TERMS AND CONDITIONS ATTACHMENT

Service Levels

Passport will provide hosting for the Software in accordance with all local laws and regulations. Passport's sole and exclusive obligation in the event of an error or interruption of the Software is to use Passport's best efforts to restore or repair the Software as quickly as practicable.

System Uptime

Passport will provide the Software with uptime of at least ninety-nine percent (99%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to: the percentage difference between a) the lowest uptime reached at any point during the month (calculated on a rolling six month period) and b) the Uptime Guarantee multiplied by the total fees payable to Passport for such month. For example, if during a given month the Software uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to Passport were one hundred dollars ($100.00), Passport would issue a billing credit of four dollars ($4.00). For the purposes of this Agreement, Uptime is defined as any period of time during which end users of the Software can use the Software to pay for parking, pay for mobile tickets, or issue parking citations, as applicable.

Data Ownership

Passport hereby acquires a perpetual license, subject to revocation by end users, to store, display, transmit, and use all data provided by parking customers and all data stored, created, or transmitted by Passport as a result of any end user's use of any component of the Software, strictly in accordance with Passport's Privacy Policy, which Passport will provide upon Provider's request and which Passport reserves the right to update or modify from time to time. Passport hereby acquires a non-revocable perpetual license to store and use and use any data created as a result of the Provider's use of the Software for its internal business purposes. Upon the expiration or termination of this Agreement, Passport will provide a copy of all data associated with end users and their associated transactions in the Premises to Provider in a mutually agreed machine-readable format within thirty (30) days after receipt of a written request for such data from Provider. Information or user data which is subject to the Illinois Freedom of Information Act shall be provided in accordance with the provisions of the same.

Intellectual Property

(a) Provider hereby acquires a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and license to use and access the Software for its internal business purposes. All intellectual property rights including, without limitation, trade names, source code, trademarks, copyrights, patents, and trade secrets, not explicitly granted to Provider in this Agreement are reserved to Passport.

(b) Provider will not, directly, indirectly, alone,
or with another party, (i) copy, disassemble, reverse engineer, or decompile the Software or any subpart thereof; (ii) modify, create derivative works based upon, or translate the Software or source code; (iii) transfer or otherwise grant any rights in the Software or source code in any form to any other party; (iv) attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

Technical Support

Passport will field all technical support questions from Provider related to the mobile pay program.

Custom Design Revision Fees

For any custom design or content alteration services requested by Provider, including without limitation, customized signage, customized decals, customized logos, customized website content, customized notification letter language, customized parking citation language, or any custom design within the Software platform. Passport will provide a proof of concept design. For no additional fee, Passport will also provide one revised version of that initial proof of concept based on Provider's input. Provider will pay a one thousand dollar ($1,000.00) fee per proof of concept revision for each requested revision thereafter. After Provider's acceptance of the proof of concept, Passport will create a final design draft. For no additional fee, Passport will also provide one revised version of that final design draft ased on Provider's Input. Provider will pay a one thousand dollar ($1,000.00) fee per final design

revision thereafter. The fees in this section will not negate the applicability of any other fee payable for custom design services, including any private label fees or custom signage fees.

Translation Services

If Provider requests that Passport provide a version of any mobile application or mobile web application included in the Software in any language other than English, Provider will pay a one thousand five hundred dollar fee ($1,500.00) for Passport to perform or subcontract the necessary translation services. Passport will provide an initial version of all translated text. For no additional fee, Passport will also provide one revised version of such translation based on Provider's input. Provider will pay a one thousand dollar ($1,000.00) fee per revision for each requested revision thereafter.

Wallet Services

Provider may elect to provide parking customers with a virtual wallet (a "Wallet Program"). With a Wallet Program, parking customers would be required to prepay funds into a wallet account for the payment of future parking fees and/or transit ticket fares.

Marketing Services

The marketing and public relations services and materials, if any, provided by Passport and any optional marketing services, including associated fees, can be found in Exhibit C of this Agreement. The marketing services to be performed by Provider at Provider's sole cost, if any, can be found in Exhibit D.

Public Relations Cooperation

The Parties hereby agree that each Party will have the right to discuss and display qualitative information regarding the Parties' relationship. The Parties further agree that prior to any disclosure of any quantitative information regarding the Parties' relationship, the utilization of the Software, or any other element of the Parties' relationship, the disclosing Party must obtain the written permission of the non-disclosing Party.

Payment Gateway

Provider must supply a payment gateway for the payment of all fees by end users, and Provider will bear all costs associated with providing such payment gateway, including all per transaction costs. Passport can provide such gateway services to Provider. Exhibit B contains a list of payment gateways supported by Passport. For all other payment gateways, Passport will charge a two hundred and fifty dollar ($250.00) per development hour necessary to perform necessary integrations.

Refunds and Discounts

Passport agrees to forego or return, as applicable, its per transaction fees for any refund granted by Provider. Provider will be responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and interchange reimbursement fees, if any, incurred by Passport for all transactions, including refunded transactions.

Invoicing

Passport will send monthly invoices to Provider by the tenth day of each month for all fees payable to Passport that accrued during the preceding month. If Provider fails to remit payment according to such invoices within thirty (30) days after the date on the invoice, Passport will have the right to suspend Provider's access to the Software.

Scheduled Maintenance

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Provider at least twenty-four (24) hours in advance of the commencement of such scheduled maintenance. For the purpose of this section, "business hours" means Monday through Friday between 9 AM Eastern Time and 5 PM Eastern Time.

Product Updates

Any system-wide improvements or modifications made by Passport to the Software platform will be promptly provided to Provider and will automatically be subject to the terms of this Agreement. The City may request new features or functionality to be built into the system, and, to the extent that Passport plans to incorporate such requested new features or functionality into the Software, Passport will develop such features and functionality at no cost to the City. If the City desires to expedite such development, Passport may, at its sole discretion, charge Provider an expedite fee of two hundred dollars ($200.00) per development hour necessary to develop the requested features or functionality. If the City's requested features or functionality are created for the City's use and not incorporated into the Software, Passport may, at its sole discretion, charge Provider custom development fee of two hundred and fifty dollars ($250.00) per hour for the development of such features or functionality and a monthly maintenance fee that will be mutually agreed between the Parties and reduced to a written addendum to this Agreement that the Parties must execute.

Piggyback Procurements

Provider will allow any public agency located in the United States to purchase, and Passport to offer to those public agencies, a substantially similar mobile pay program at the same price and under the same

conditions agreed upon in this Agreement between the Parties, without any further competitive bidding, to the extent permitted by law. Each public agency will execute its own contract with Passport for its requirements, funding such service out of its own funding sources. Provider shall not incur any financial responsibility in connection with Passport's contracting with such other public agencies for such services.

Capacity

Provider represents and warrants that it has obtained or will obtain all licenses and authorizations necessary to license the Software. Provider further represents and warrants that the signer of this document has the authority to bind Provider to the terms herein.

Confidentiality.

Provider and Passport agree to treat all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "Information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. The Information will be used solely in connection with the consummation of this Agreement between Passport and Provider and Provider's use and operation of the Software, and will be kept confidential by the Provider and Passport and each party's officers, directors, employees, representatives, agents and advisors; provided, however, that

(a) any of such Information may be disclosed to officers, directors, employees, representatives, agents and advisors who need to know such information to execute this Agreement and/or effectively use the Software (so long as such persons only use or disclose such Information in the manner permitted in this section), and

(b) such information may be disclosed to the extent required by law, including any open records law, open meetings law, or any other local public disclosure law applicable to Provider, and

(c) upon the request of Provider or Passport, the other party will destroy or return to Passport all material containing or reflecting the Information, to the extent permitted by law.

Force Majeure

Neither Passport nor Provider will be held liable for any delay or omission in performance of their duties under this Agreement caused by causes beyond their reasonable control, including without limitation, acts of God, acts of the public enemy, fires, natural disasters, wars, or riots (each a "Force Majeure Event").

Disclaimer

The Software is provided to Provider by Passport "as is" and with all faults. Provider acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the Software except as explicitly provided in this Agreement. Other than as specifically set forth herein, neither of the Parties makes any representations, warranties, or guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the Software and related services to be performed pursuant to this Agreement.

Severability.

Whenever possible, each provision of this Agreement will be interpreted and construed to be valid under applicable law, but if any provision of the Agreement is found to violate applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement.

Assignment

This Agreement and all of its provisions will be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Passport nor Provider may assign any rights, interests, or obligations hereunder without prior written consent of the other party, provided, however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.

Contractual Silence

If the Agreement fails to address a condition, obligation, benefit, or other term necessary to sufficiently define the relationship between the Parties or resolve a disagreement or conflict regarding the interpretation or construction of this Agreement, the Parties agree to reasonably cooperate to draft a mutually agreeable Amendment

that clarifies the duties, rights, and obligations of the parties under this Agreement.

Amendments

The Parties may not amend or modify this Agreement except by a written instrument executed by the Parties (an "Amendment").

Cooperate

If either Provider or Passport has a claim, dispute, or other matter in question for breach of duty, obligations, services rendered or any warranty that arises under this Agreement, the Parties Agree to cooperate to achieve a mutually beneficial resolution of such matter. If after sixty (60) days the dispute remains unresolved, the parties may pursue other remedies.

Independent Contractor

Passport is an independent contractor and not an agent or employee of Provider. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Provider. Passport's employees and agents will not be employees or agents of Provider. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including, without limitation, all forms of insurance) withholdings, health and safety of all of its employees and agents. Provider will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

Limitation of Liability

In no event will Passport be liable to Provider for any lost profits, lost savings, or incidental, indirect, special, or consequential damages arising out of Provider use or inability to use the product or the breach of this Agreement, even if Passport has been advised of the possibility of such damages.

Notices

All notices, consents, and communications required hereunder shall be given in writing and delivered via electronic mail or mail, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses below:

Passport
1300 S. Mint Street
Suite 200
Charlotte, NC 28203

Email: ben.winokur@gopassport.com

Blue Island City Clerk's Office
13501 Greenwood Ave
Blue Island, IL 60406

Email: rheuser@cityofblueisland.org

Entire Agreement

This Agreement represents the full and complete understanding of the Parties and supersedes any and all prior agreements.

EXHIBIT B

SUPPORTED PAYMENT GATEWAYS

1. Authorize.net

2. Converge

   • Elavon Gateway Product

3. FirstData Direct Connect

4. Internet Secure

5. Moneris

6. Point and Play

EXHIBIT C

MARKETING SERVICES PROVIDED BY PASSPORT

- **Custom Website**
  - Splash Page   Free
    - *or verbiage on existing page*
  - 2-5 Pages $2,000
  - 5-10 Pages $5,000
  - 10+ Pages   TBD

- **Signage and Decals**
    - Logo Addition on Standard   Free (must provide hi-res logo file)
    - Custom design/colors $1,500

For quantities, see "Equipment Provided by Passport" section.

- **Promotional Materials**

handouts, coasters, validation cards, direct mail
    - Passport w/ logo addition   Free
    - Custom color / design $1,500
    - Orders over 4 pieces per space   cost (including shipping)
    - Specialty items   Quote upon request
      - *shirts, hats, etc*

- **Print Ads**

for Provider's use in local newspapers and magazines
    - Passport Ad Library   Free
    - Customized $1,000

- **Digital Ads**

for Provider's use in display, mobile, social (Facebook, Twitter)
  -
    - Passport Ad Library   Free
    - Customized $2,000

- **Media Relations**
    - Launch Press Release (local)   Free
    - Milestone Press Releases   Free

■ Extended PR (national) $300

EXHIBIT D

MARKETING SERVICES PROVIDED BY PROVIDER

- Distribute promotional materials, which may include parking fee discount codes

- Distribute information handouts that speak to the flow of the application for the first thirty (30) days after launch.

- Incorporate Passport information on Provider's website, specifically in any section that concerns parking.

- Add information around the system to all internal and external Provider newsletters or publications.

- Inform all Provider staff about the application so that they can field questions on the program and spread awareness.

EXHIBIT E

DPP SCOPE OF SERVICES

- The permit system will support a *fully digital* permitting solution that encompasses the creation, sale, management and enforcement of parking permits.
- The permit system will allow for any number of highly customized permit types and associated permit cycles for the customer.
- The permit system will allow for any number of zones or lots to be utilized.
- The permit system will include a public facing, mobile friendly website to allow for customers to purchase permits online. This website is customized to the specific needs and business rules of the client as well as matching their existing style, copy and branding.
- The permit system will be able to be integrated into the Client's website and provide flexibility to link the end user to specific permits and zones.
- The permit system will allow for modifications of permit information including valid dates, associated LPN and customer information on our backend system.
- The permit system will the ability to send emails to customers for purchases, renewals/billing, waitlist sign up and waitlist approval.
- The permit system will generate PDF receipts of each order online available to the customer and client thru the backend system.
- The permit system will limit the number of permits that can be purchased per zone/lot or by permit type/zone and provide waitlisting functionality if the limit has been reached. The backend will provide access to view the waitlist and manage the queue.
- The permit system will include access to OpsMan Mobile, the Android enforcement platform, which will allow for monitoring of the zone/lots with real time permit data.
- The permit system will have the ability to send reminder emails to the customers as their permit is about to expire to allow them to repurchase the permit for the next month
- The permit system will include access to permit and purchase reports which allow them to filter on date, zone/lot, permit type and permit cycle, LPN and permit number.

The following additional features are in development:

- Recurring payments - The permit system will allow for optional recurring billing and automatically charge and email customers when their permits need to be renewed.
- Account based - The permit system will allow permit holders to manage their account including valid license plates, billing information, and other related information on their permit(s)