

**CITY OF BILOXI
AGENDA ITEM
FACT SHEET**

Item No.: 5K

Council Meeting Date: February 10, 2026

ITEM TITLE: RESOLUTION
INTRODUCED BY: Mayor Andrew "FoFo" Gilich
CONTACT PERSON: Richard Weaver, Chief Administrative Officer
 Peter Abide, City Attorney

SUMMARY EXPLANATION:

Resolution authorizing entry into Services Agreement with Premium Parking Partners, LLC for paid parking at the Keesler Federal Stadium Parking Garage

Resolution Ordinance _____ Public Hearing _____ Routine Agenda _____

Exhibits for Review

Contract Minutes _____ Plans/Maps _____ Deed _____ Lease _____

Other (Specify): Exhibit A: Services Agreement
 Exhibit B: Standard Addendum

Submittal Authorization: Council President _____ Mayor

STAFF RECOMMENDATION: Staff recommends approval

COUNCIL ACTION: Motion By: _____ Second By: _____

Vote:	Councilmember	Yes	No	AFR	ABST	Councilmember	Yes	No	AFR	ABST
	Gray	_____	_____	_____	_____	Tisdale	_____	_____	_____	_____
	Marshall	_____	_____	_____	_____	Glavan	_____	_____	_____	_____
	Nail	_____	_____	_____	_____	Shoemaker	_____	_____	_____	_____
	Creel	_____	_____	_____	_____					

ACTION TAKEN:

Resolution No.

RESOLUTION AUTHORIZING ENTRY INTO SERVICES AGREEMENT WITH PREMIUM PARKING PARTNERS, LLC FOR PAID PARKING AT THE KEESLER FEDERAL STADIUM PARKING GARAGE

WHEREAS, by Resolution No. 484-23, the City of Biloxi (the "City") authorized entry into the First Amendment to the Ground Lease and Sublease Agreement with Beau Rivage Resorts, LLC, formerly known as Beau Rivage Resorts, Inc., pursuant to which the City was granted control of the parking garage located at Keesler Federal Stadium, along with all responsibility for said parking garage;

WHEREAS, under the terms and conditions of the Service Agreement (the "Agreement"), attached hereto as Exhibit "A," Premium Parking Partners, LLC ("Premium") will provide the necessary professional services to promote and implement a paid parking program in the parking garage;

WHEREAS, Premium is qualified to perform the professional services detailed in the Agreement;

WHEREAS, under the Agreement, Premium will retain a total of thirty percent (30%) of the net revenue received from parking at the parking garage, with the City to receive the remaining seventy percent (70%) of net revenue;

WHEREAS, the terms of the City's Standard Addendum to contracts, attached hereto as Exhibit "B," will apply to the Agreement; and

WHEREAS, it is the recommendation of Richard Weaver, Chief Administrative Officer, that the City enter into the Agreement with Premium.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BILOXI, MISSISSIPPI, THAT:

SECTION ONE: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein.

SECTION TWO: The Mayor, on behalf of the City of Biloxi, is hereby authorized to execute the Services Agreement, attached hereto as Exhibit "A," and the City's Standard Addendum to Contracts, attached hereto as Exhibit "B," with Premium Parking Partners, LLC.

SECTION THREE: This resolution shall take effect and be in force from and after adoption.

Service Agreement.

This Service Agreement is dated _____ and is between **City of Biloxi**, a Mississippi municipal corporation ("**Client**"), and **Premium Parking Partners, L.L.C.**, a Louisiana limited liability company ("**Premium**").

The parties agree as follows:

1. **Facility.** The "**Facility**" means the facility or facilities owned or controlled by Client and listed in the following table, excluding all buildings, structures, component parts, or improvements on, adjacent to, ancillary to, or annexed to the parking areas in the facility or facilities listed below, regardless of whether they share an address with the parking areas.

Name	Address	Type	# of Spaces	Additional Info
905 Beach Blvd Garage	905 Beach Blvd, Biloxi MS 39530	Multi-Level Garage	295	On the lot with parcel ID 1410L-03-006.000

2. **Term and Termination.**

- 2.1. **Initial Term.** The initial term of this agreement starts on February 6, 2026 (the "**Commencement Date**") and ends 36 months later.
- 2.2. **Renewal Terms.** After the initial term, the term of this agreement will be automatically renewed and extended for consecutive 12-month renewal terms unless either party notifies the other in writing at least 30 days in advance that it wants to terminate this agreement at the end of the then-current term.
- 2.3. **Termination for Cause.** If either party defaults under this agreement, the non-defaulting party may terminate this agreement after all required notice and cure periods have passed upon written notice to the defaulting party. A default by Premium occurs if Premium fails to fulfill its obligations under this agreement for 30 days after Premium’s receipt of written notice from Client specifying the failure. A default by Client occurs if Client fails to fulfill its obligations under this agreement for 30 days after Client’s receipt of written notice from Premium specifying the failure. Notwithstanding the foregoing, in the case of failure by either party which cannot reasonably be cured in 30 days, the party will be given a reasonable time to cure the potential default before the other party’s termination right becomes available.
- 2.4. **Termination for Any Reason.** Either party may terminate this agreement for any reason by giving the other party at least 60 days’ advance written notice.
- 2.5. **Early Termination.** If this agreement is terminated for any reason or no reason within 36 months of the purchase of any Startup Expenses, Client shall pay Premium an early termination fee calculated by dividing the total cost of Startup Expenses by 36, then multiplying the result by the number of months remaining in the 36-month period following the purchase.
3. **Services.** Premium shall provide the services listed in this section 3 (the "**Services**"). Note the presence of a service category heading (without services below it) does not imply that Premium will perform services in that category.
 - 3.1. **Marketing, Wayfinding, & Signs.**
 - 3.1.1. **GLIDEPARCS® SEO.** Establish a digital presence for the Facility designed to drive traffic to the Facility.
 - 3.1.2. **Sign Plan.** Create a plan showing the design and location of signage to be installed at the Facility.

- 3.1.3. **Sign Printing & Installation.** Print & install Premium-branded signage designed for the Facility per the sign plan at an estimated cost of \$4,000.00. Custom signage is available for an additional cost.
- 3.1.4. **PicPath™.** Implement Premium's PicPath™ product for on-foot navigation to points of interest in and around the Facility.
- 3.1.5. **Lock the Block™.** Market the Facility to businesses and other stakeholders in the vicinity.
- 3.2. **Payments & Credentialing.**
 - 3.2.1. **Rates.** Establish and maintain commercially reasonable parking rates, fees, and discounts for use of the Services. Premium will negotiate rates with the Biloxi Shuckers for season ticket holder rates. Upon request of Client, Premium will provide complimentary parking to Biloxi Shuckers, Beau Rivage, and Client personnel.
 - 3.2.2. **GLIDEPARCS Multi-Channel Payments.** Collect revenue from parkers at the Facility through Premium's GLIDEPARCS platform, including iOS and Android apps, TextPay®, CameraPay®, web, and others.
 - 3.2.3. **Business Account Billing & Management.** Manage business accounts (group monthly parking accounts, validation accounts, etc.) at the Facility.
 - 3.2.4. **Third Party Payment Integrations.** Integrate with third-party payment providers, such as SpotHero and Way.com.
- 3.3. **Compliance.**
 - 3.3.1. **GLIDEPARCS Compliance Software Package.** Provide the GLIDEPARCS Compliance Software Package for use by those performing compliance management services at the Facility.
 - 3.3.2. **Compliance Management.** Determine whether vehicles in the Facility are parked in compliance with the rules of the Facility and take appropriate action with those which are not.
 - 3.3.3. **Compliance Vendor Management.** Manage third-party compliance providers.
 - 3.3.4. **GLIDE Eye LPR®.** Procure and install 2 GLIDE Eye LPR units at an estimated cost of \$19,000.00 plus \$7,000.00 installation.
- 3.4. **Customer Support.**
 - 3.4.1. **Customer Support Center.** 24/7 customer support center available to assist parkers.
- 3.5. **Account Management.**
 - 3.5.1. **Implementation Management.** Provide oversight and guidance for the implementation of the Services at the Facility.
 - 3.5.2. **Account Manager.** A primary point of contact for Client relating to the Services.
- 3.6. **Reporting, Accounting, & Intelligence.**
 - 3.6.1. **Monthly Financial Package.** A monthly statement in Premium's standard format showing revenues and fees at the Facility in Premium's standard format, by the 25th calendar day of each month following each calendar month of the term of this agreement. Client may request a custom Monthly Statement format for an additional fee.

- 3.6.2. **Client Dashboard.** Access to Premium’s Client Dashboard, which enables a real-time look into Facility data.
 - 3.7. **Staffing.**
 - 3.8. **Vendor Management.**
 - 3.8.1. **Standard Vendor Management.** Management of vendors related to the following: striping, utilities, lighting.
 - 3.8.2. **Advanced Vendor Management.** Management of vendors related to pressure washing.
 - 3.9. **Risk Management.**
 - 3.9.1. **Platform Liability Protection.** Protect data relating to the Services through commercially reasonable cybersecurity practices.
 - 3.9.2. **General Liability Protection.** Procure and maintain insurance as described in section 6.1.
 - 3.9.3. **Claims Management.** Process, resolve, and settle vehicle damage claims which arise out of the provision of the Services.
 - 3.9.4. **Licensing & Permits.** Procure and maintain licenses and permits necessary to provide the Services.
 - 3.9.5. **Regulatory Compliance.** Ensure the Services are provided in compliance with regulatory requirements.
 - 3.10. **Financial Services.**
 - 3.10.1. **Merchant of Record.** Premium will be merchant of record for transactions at the Facility.
 - 3.10.2. **Sales Taxes.** Collect and pay sales taxes, parking taxes, and similar taxes, surcharges, and other fees levied upon parking revenue collected by Premium and file all related reports and returns.
 - 3.11. **Additional Services.** Perform additional services requested in writing by Client at Client’s expense. Premium reserves the right to perform additional services at Client’s expense without Client’s prior written consent where an emergency necessitates immediate action or where delay would jeopardize the health or safety of Premium’s or Client’s personnel or customers.
4. **Client’s Obligations.**
- 4.1. **Right and License.** Client states that it has all necessary right, power, and authority to enter into this agreement and to enable Premium to perform the Services, and hereby grants Premium and its employees, contractors, and agents a license to enter the Facility to carry out its obligations and rights under this agreement.
 - 4.2. **Office and Miscellaneous.** Client shall provide at no cost to Premium access to available security camera, DVR, or similar systems and footage as reasonably required to investigate claims and incidents alleged to occur at the Facility.
 - 4.3. **Custom Uniform Costs.** If Client requires a uniform outside of Premium’s standard uniform program, Client shall purchase, maintain, replace, and repair the uniforms it requires for Premium’s employees engaged in the provision of the Services and shall maintain an inventory of custom uniforms at the Facility sufficient to accommodate supplemental staffing which may be needed for large events and functions.

- 4.4. **Repair and Maintenance.** Client is responsible for all repair to and maintenance of the Facility which is not specifically the responsibility of Premium pursuant to section 3, including without limitation surface, subsurface, foundation, roof, or building frame repairs and elevator maintenance, and all repair or maintenance to any other item which is made to meet governmental regulations or to secure insurance.
 - 4.5. **Snow and Ice.** Client shall ensure that the Facility is kept reasonably clear of snow and ice.
 - 4.6. **Income Taxes.** Client is responsible for all income tax liability relating to amounts received by Client under this agreement.
 - 4.7. **Property Obligations.** As between Client and Premium, Client shall pay all ad valorem property taxes assessed on the Facility (but not on Premium's property or equipment) and all rents and other obligations arising out of its ownership or leasehold interest in the Facility.
5. **Accounting and Compensation.**
- 5.1. **Gross Revenue.** "Gross Revenue" means all amounts collected from those who park at or otherwise use the parking areas of the Facility. Gross Revenue excludes all amounts collected in connection with a compliance action (such as by invoice or notice of violation, immobilization, or towing) by Premium or a third-party provider, except to the extent specifically collected by or remitted to Premium for inclusion in the Gross Revenue as "unpaid parking fees."
 - 5.2. **Direct Costs.** "Direct Costs" means the following expenses related to the performance of the Services, to which Premium is entitled:
 - 5.2.1. **Sales, Parking, and Similar Taxes.** All sales taxes, parking taxes, and similar taxes, fees, or surcharges levied or assessed against the Services or the revenue collected thereby, and all license fees, license taxes, permit fees, business taxes, and similar assessments and charges necessary for the operation of the Services.
 - 5.2.2. **Platform Fees.** Standard transaction fees charged by Premium for the use of the GLIDEPARCS® platform, including without limitation through iOS app, Android app, TextPay®, CameraPay®, web app, or other methods, at standard rates then in effect, and retained by Premium.
 - 5.2.3. **Financial Charges.** Credit card fees, charges related to electronic fund transfers, ACH fees, bank fees, check cashing fees, and returned checks fees.
 - 5.3. **Startup Expenses.** "Startup Expenses" means all signage, equipment, and other costs incurred by Premium in commissioning the Facility. Premium is responsible for Startup Expenses.
 - 5.4. **Net Revenue.**
 - 5.4.1. **Net Revenue.** "Net Revenue" means Gross Revenue minus Direct Costs.
 - 5.5. **Premium's Fees.** "Premium's Fees" means the following, to which Premium is entitled:
 - 5.5.1. **Revenue Share Fee.** Premium is entitled to 30.00% of the monthly Net Revenue (the "Revenue Share Fee").
 - 5.6. **Payments.**
 - 5.6.1. **Client Distribution.** Premium shall pay Client the Net Revenue minus Premium's Fees together with the monthly statement. If calculation of the amount owed to Client per the previous sentence results in a negative number, Client shall pay Premium the deficit immediately upon receipt of the

monthly statement, and payments more than 10 days late will bear interest from the original due date at the lesser of 12% per annum or the highest rate permitted by law.

- 5.7. **Inspection.** Client or its agent may inspect all records maintained by Premium pertaining to the Services during regular office hours and upon reasonable notice at the office where the records are kept.
- 5.8. **Post Termination Expenses.** Following termination of this agreement, Premium may deduct any amounts owed to Premium from amounts which Premium would otherwise be required to pay to Client. Client shall pay Premium any amounts payable to Premium under this agreement which have not previously been paid to or deducted by Premium within 10 days of receipt of an invoice.

6. Insurance.

- 6.1. **Premium's Insurance.** Premium shall procure and maintain the following insurance during the term of this agreement:
- 6.1.1. Commercial general liability insurance with a combined per occurrence limit of at least \$5,000,000, including coverage for the contractual liability assumed by Premium under this agreement.
 - 6.1.2. Garagekeeper's legal liability insurance with a per accident limit of at least \$1,000,000.
 - 6.1.3. Worker's compensation insurance in compliance with the statutory requirements of the state in which the Facility is located.
 - 6.1.4. Client property coverage with a per loss limit of at least \$300,000, subject to a deductible of not more than \$10,000 for each loss.
 - 6.1.5. Employee theft coverage with a per loss limit of at least \$300,000, subject to a deductible of not more than \$10,000 for each loss except for employee theft of automobiles which is subject to a deductible of \$50,000.

Premium may satisfy these requirements with a combination of primary and excess policies and with blanket policies that also cover other locations and insureds. Premium's policies will include a provision for 30 days' written notice to Client before cancellation, non-renewal, or material change in coverage. Unless otherwise specified in this agreement, the insurance provided by Premium hereunder is subject to a deductible of \$50,000 for each loss. Premium shall grant Client additional insured status on the policies required by section 6.1.1 and section 6.1.2, but excluding coverage for Claims (as defined below) for faulty construction or design of the Facility. Upon written request, Premium shall obtain and provide Client with current certificates of insurance evidencing the coverage provided pursuant to this section 6.1.

- 6.2. **Client's Insurance.** Client is a self-insured municipality in respect to general liability and automobile claims, in accordance with the laws of the State of Mississippi. Further, pursuant to §11-46-15 of the Mississippi Tort Claims Act, in any claim or suit for damages against Client, or its employees, liability is limited to \$500,000.00 per occurrence.

7. Indemnification.

- 7.1. **By Premium.** Premium shall, at its own cost and expense, defend, indemnify, and hold Client harmless from and against all causes of action, claims, costs (including attorney's fees), liabilities, losses, expenses, and damages (collectively, "**Claims**"), including without limitation bodily injury and property damage, incurred by Client to the extent they arise out of a material breach of this agreement by Premium or the negligence or willful misconduct in the performance of Premium's obligations under this agreement by Premium or any of its agents, servants, or employees under Premium's direct control.

- 7.2. **By Client.** Client shall, at its own cost and expense, defend, indemnify, and hold Premium and its managers, members, officers, and affiliates harmless from and against all Claims, including without limitation bodily injury and property damage, incurred by Premium that are attributable to a material breach of this agreement or misrepresentation of fact by, or the negligence or willful misconduct of, Client or any of its agents, servants, or employees, or that are attributable to the faulty construction, design, or physical state of the Facility.
8. **Other Client Agreements.** Premium agrees to honor all of Client's prior agreements regarding use and access to the parking garage.
9. **No Partnership.** This agreement does not create a partnership, joint venture, franchise, or any other relationship of any kind between the parties hereto other than that of Premium being an independent contractor furnishing and supplying services to Client.
10. **Notices.** All notices hereunder must be given in writing and will be deemed to have been given upon (a) personal delivery, (b) the fifth Business Day after mailing by certified or registered mail, postage prepaid, return receipt requested, (c) the second Business Day after sending by a nationally recognized overnight courier service (with confirmation of receipt), or (d) the first Business Day after sending by email (with confirmation of transmission). All notices must be addressed to the address or email address provided for each party on the signature page of this agreement or to another address as to which either party may have notified the other in writing.
11. **Successors and Assigns.** This agreement is binding upon and inures to the benefit of the parties hereto, their legal representatives, and their respective successors and assigns.
12. **Standard of Care.** Nothing in this agreement creates any duty to, any standard of care with reference to, or any liability to anyone not a party, except as otherwise expressly provided herein.
13. **Force Majeure.** Premium's performance under this agreement is subject to any act of God, fortuitous event, inclement weather, war, riot, insurrection, change in law, government regulation, terrorism, disaster, strike or labor troubles (except those involving Premium's employees or agents), civil disorder, inability to procure materials or services, delay or omission attributable to any third-party vendor, supplier, or integration partner not under the control of Premium, curtailment of transportation facilities or utilities, pandemic, epidemic, government-ordered quarantine, extraterrestrial encounter, or any other event of a like nature beyond Premium's control which makes it inadvisable, illegal, impracticable, or impossible to timely perform the obligations under this agreement (a "**Force Majeure Event**"). In the event of a Force Majeure Event, Premium may elect either of the following remedies in its sole discretion: (i) Premium's performance of any affected obligation will be excused for the entire period of the Force Majeure Event and the time for performance of each affected obligation will be correspondingly extended, or (ii) Premium may terminate this agreement upon written notice to Client.
14. **Change in Law.** If a new federal, state, or local law, regulation, or rule is enacted, amended, or interpreted in a way that affects this agreement, the activities of either party under this agreement, or either party's performance or ability to perform under this agreement, and either party reasonably believes in good faith that the change will have a substantial adverse effect (including adverse financial impact) on that party's business operations or its rights or obligations under this agreement, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this agreement. If (a) the parties are unable to reach an agreement concerning the modification of this agreement within the earlier of (i) 45 days after the date of the notice seeking renegotiation or (ii) the effective date of the change, or (b) the change is effective immediately, then either party may immediately terminate this agreement upon written notice to the other party.
15. **Limitation of Liability.** IN NO EVENT WILL PREMIUM BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING

OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT PREMIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OR ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL PREMIUM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PREMIUM PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

16. **Attorney's Fees.** If either party brings a legal action or other proceeding for damages for an alleged breach of this agreement or to enforce, protect, or establish any right or remedy of either party, the prevailing party may recover as a part of the action or proceeding reasonable attorney's fees and court costs.
17. **Entire Agreement.** This agreement is the entire and exclusive agreement between the parties with respect to the matters covered by this agreement and replaces and supersedes all prior negotiations, dealings, and agreements between the parties relating to the same.
18. **Amendment.** The parties may not amend or modify this agreement except by a written instrument signed by an authorized representative of each party.
19. **Governing Law.** This agreement is governed by the laws of the state in which the Facility is located, without regard to its conflicts of laws principles.
20. **Dispute Resolution.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, will be settled by arbitration administered in New Orleans, Louisiana, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be rendered by any court having jurisdiction.
21. **Recordation.** Upon request of either party, the parties shall execute and deliver a form of notice or short form of this agreement that may be filed of record.
22. **Intellectual Property.** "Intellectual Property" means all worldwide proprietary rights in each and all of the following, whether or not patentable: ideas, inventions, concepts, developments, designs, applets, applications, firmware, software, computer programs, creations, other works of authorship, technology, prototypes, methods (whether technological, business or otherwise), processes, marks, symbols, slogans, emblems, business plans and strategies, customer lists, and other proprietary things or information. All Intellectual Property of Premium and its affiliates as of the date of this agreement and all Intellectual Property owned, created, or discovered by Premium, including without limitation trademarks, trade names, and service marks related to Premium, its operations, and the GLIDEPARCS® system (collectively, the "System Marks") will remain the sole and exclusive property of Premium or the applicable affiliate. No Intellectual Property owned, created, or discovered by Premium is or will be deemed a "work made for hire." Client will not have a license or any other rights to the Intellectual Property of Premium. Premium may use Client's Intellectual Property to perform its obligations under this agreement and as otherwise authorized by Client. Without limiting the foregoing, Client hereby grants Premium the royalty-free right to use Client's corporate logo and trade name in promotional and advertising materials such as brochures, websites, newsletters, and signage (including electronic versions thereof) and in supplying qualifications to third parties.
23. **Brand Standards and Programs.** Premium will provide the Services in accordance with this agreement and Premium's brand standards (the "Brand Standards"). Premium's expectation of operating at a facility which is physically in compliance with the Brand Standards is essential to inducing Premium and its affiliates to undertake this agreement because these standards are critical to maintaining the integrity of Premium's brand. Further, Premium may implement a brand-wide loyalty program (the "Program") which affords its members discounts and other perks at Premium-branded parking facilities. Client acknowledges that the Facility will follow the Brand Standards and

participate in the Program. Premium and its affiliates which own the System Marks and Brand Standards reserve the right to revise and amend the System Marks or Brand Standards from time to time. Client acknowledges that Premium may require that the Facility participate in global or local quality programs that are implemented from time to time by Premium.

24. **No Security.** Client expressly acknowledges that Premium has no obligation or duty in connection with the personal safety or security of any tenant, customer, employee, guest, or other person (each a "**Customer**") within or about the Facility or with the safety or security of any property of any Customer, whether within, about, or near the Facility. Premium does not have knowledge or expertise as a security or guard service and does not employ personnel for that purpose. Premium does not have any obligation or duty to guard or protect Customers against the intentional or negligent acts of third parties. Client will determine, at Client's discretion, whether or to what extent any security devices or services are required to protect Customers within, about, or near the Facility or its surrounding areas.
25. **Independent Contractor.** All personnel employed in connection with the operation of the Services are and will remain employees of Premium subject to its sole supervision and under no circumstances will be considered employees of Client. Premium has the exclusive right to hire and discharge its employees at its discretion.
26. **Personal Information.** Premium may provide to Client or grant Client access to information obtained through Premium's performance of the Services under this agreement that directly or indirectly identifies an individual or can be used to authenticate an individual ("**Personal Information**"). Client shall keep all Personal Information confidential. Client shall not use, share, transfer, disclose, or otherwise process Personal Information except to the extent reasonably necessary to enable Premium's performance of the Services with respect to the Facility. Client shall not disclose or transfer Personal Information to any third party without the prior written consent of Premium except to the extent that a disclosure or transfer is required by applicable law or is authorized under this agreement.
27. **Right of First Refusal.** If Client offers or receives a bona fide offer for the lease for parking-related uses, parking management, or provision of like or similar Services at the Facility during, or within a reasonable time after the end of, the term (including any renewal terms) of this agreement at a price and upon terms acceptable to Client, Premium will have the right of first refusal to lease, manage, or continue to operate the Services by matching the material financial provisions contained in the offer for a term at least as long as the greatest of the initial term of this agreement, the initial term contained in the offer, and 12 months. Client shall immediately notify Premium of the offer by sending a true and complete copy of the offer pursuant to the notice provision in this agreement, and Premium will have 20 calendar days from the receipt of the notice to advise Client of its intention to accept or reject the offer.
28. **Non-Solicitation.** During the term of this agreement and for a period of 12 months following the expiration or termination of this agreement, Client shall not hire or attempt to hire personnel of Premium at the Facility without the prior written consent of Premium.
29. **Other Parking Agreements.** Client states that, as of the first day of the term of this agreement, there will be no other service agreements, management agreements, leases, or other similar parking-related agreements in effect for the Facility and that Premium has the exclusive right to provide parking-related services at and for the Facility during the term of this agreement.
30. **Business Days.** "**Business Day**" means a day which is not Saturday, Sunday, or any other day on which commercial banks located in New Orleans, Louisiana, are authorized or required by law to be closed for business. If this agreement requires a party to make a payment or delivery on a day that is not a Business Day, the payment or delivery will be deemed to be due on the next Business Day that follows.

31. **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All counterparts will be construed together and will constitute one instrument, but in making proof hereof it will only be necessary to produce one counterpart. To expedite the action contemplated herein, telecopied or electronic signatures may be used in place of original signatures on this agreement. Client and Premium intend to be bound by the signatures on the telecopied or electronic document, are aware that the other party will rely on the telecopied or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this agreement based on the form of signature.
32. **Affiliates and Subcontractors.** Premium may, without prior approval of Client, provide any of the services contemplated by this agreement by itself or through one or more of its affiliates or third-party subcontractors, and specifically reserves the right to subcontract parking compliance checking services under this agreement.

[Signature page follows.]

This agreement will become effective when all parties have signed it.

Each party is signing this agreement as of the date specified for that party's signature.

CLIENT:

City of Biloxi

By:

Name:

Title:

Date:

Address: 140 Lameuse Street, Biloxi MS 39530

Email:

PREMIUM:

Premium Parking Partners, L.L.C.

By:

Name:

Title:

Date:

Address: 601 Poydras St Ste 1500, New Orleans LA 70130-6061

Email: jhuger@jmhcompanies.com with a copy to legal@premiumparking.com



City of Biloxi Standard Addendum

Whereas, the City of Biloxi, as a municipal corporation, has published these standard terms and conditions that will apply to all supplier, professional services and other vendor agreements.

Now, therefore, in consideration of mutual terms as described in the agreement between the parties (the “Contract”), the undersigned contracting party hereby agrees to the City of Biloxi standard terms and conditions, as follows:

1. **Payment Terms:** The City of Biloxi will make payments in accordance with Miss. Code Ann. §§31-7-301, et seq.

2. **Term / No Automatic Renewal:** Unless otherwise specified in the Contract, the term of the Contract or any renewal term thereof shall not extend past the term of the existing City Council. If the Contract does extend past that date, such contract will not be void, but voidable at the discretion of the following Council.

3. **Renewal / Extension of Term:** Any extension or renewal may be subject to approval by the Biloxi City Council and shall be subject to the terms of the City of Biloxi Standard Addendum that is in effect at that time.

4. **Governing Law:** Mississippi law shall govern the interpretation of the Contract and any dispute that may arise between the parties.

5. **Venue / Exclusive Jurisdiction:** The courts located in Harrison County, Mississippi (Second Judicial District) shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Harrison County, Mississippi (Second Judicial District). Any business or person doing business with the City of Biloxi submits to the personal jurisdiction of the courts in Harrison County, Mississippi.

6. **No Waiver of Warranties:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi’s recovery resulting from a breach of express or implied warranties shall be of no force or effect.

7. **No Waiver of Damages:** Notwithstanding any provisions to the contrary that may be found in the Contract or any other supplemental terms that may be referenced therein, any provision that seeks to limit the City of Biloxi’s recovery in any manner shall be of no force or effect.

8. **Arbitration:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to require the City of Biloxi to submit a dispute to arbitration; and, any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

9. **Waiver of Jury Trial:** The City of Biloxi shall not be subject to the terms of any provision contained in the Contract or any supplemental terms that may seek to waive its right to a jury trial; and any such term(s) requiring same, shall be deemed to be of no force or effect as against the City of Biloxi.

10. **Force Majeure:** Neither party shall be liable for failure to perform or delay in performing any obligation under the Contract if the failure or delay is caused by any circumstances beyond its reasonable control,

including, but not limited to, acts of God, epidemic, pandemic, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Contract; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination

11. Conflict of Terms: To the extent there is a conflict between the terms of this Addendum and the term of the Contract or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Contract, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

12. Non-Discrimination: All persons having a contract with the City of Biloxi must adhere to the City's policy concerning non-discrimination on the basis of race, color, religion, sex, age, sexual orientation, gender identity, national origin, veteran or disability status.

13. Notices. All notices, Consents, waivers and other communications required or permitted by the Contract shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate addressee; or (b) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the following addresses and marked to the attention of the person (by name or title) designated below (or to such other address or person as a party may designate by notice to the other parties):

Contracting Party:

The City of Biloxi, Mississippi:

Attention: _____

Attention: Mayor A.M. Gilich,
Jr. 140 Lameuse Street
Biloxi, Mississippi 39530
Telephone: (228) 435-6254*

Address: _____

With a mandatory copy to:

Telephone: _____ *

City Attorney / Contract Manager
Post Office Box 429
Biloxi, Mississippi 39533
Telephone: (228) 435-6388*

Email: _____ *

* all telephone numbers and email addresses supplied herein are for the sake of convenience and the parties specifically agree that no notice may be served via telephone or email

Contracting Party:

The City of Biloxi, Mississippi:

By: _____

By: _____

Name: _____

Name: A. M. Gilich, Jr.

Title: _____

Title: Mayor

Date: _____

Date: _____

Contract Reference: _____