



Validation Agreement

This Validation Agreement (this “**Agreement**”) is made and entered into as of January 10, 2023, by and between SP Plus Corporation (“**SP**”), having an address of 200 E. Randolph Street, Suite 7700, Attn: Legal Department, Chicago, Illinois 60601, and Harris County, a body corporate and politic under the laws of the State of Texas (“**Customer**”), having an address of 1111 Fannin Street, Houston, Texas 77002, whereby Customer agrees to pay SP for the value of parking privileges granted by SP to Customer’s patrons at the parking facility, known as Once City Centre Fannin, located at 1101 Fannin Street, Houston, Texas 77002 (the “**Facility**”).

Term. This Agreement shall commence on the date above and shall continue thereafter from month to month unless and until either party gives thirty (30) days’ prior written notice of non-renewal, unless terminated earlier in accordance with the following sentence. SP may terminate this Agreement immediately upon written notice to Customer in the event that (i) SP’s underlying agreement to manage or lease the Facility shall terminate or expire, regardless of reason, (ii) Customer breaches any provision of this Agreement, or (iii) the owner and/or landlord of the Facility requires SP to terminate this Agreement, regardless of reason. In each such instance, SP shall endeavor to provide Customer with advance notice of such termination to the extent practical.

Rates. The validated parking rates to be charged to Customer during this Agreement will be the same parking rates charged to the general public at the Facility, as may be changed from time to time without Customer approval.

Billing; Payment. Unless Customer purchases pre-paid chaser tickets from SP, SP will calculate the amount of validated parking used by Customer’s patrons using the validation option(s) identified in Schedule A and will submit to Customer a monthly invoice for the aggregate validated parking charges due SP for the preceding month. Customer’s patrons must present the applicable chaser ticket/validation stamp/credential at the Facility as identified in Schedule A. Customer shall make payment to SP within ten (10) days of Customer’s receipt of the invoice. If Customer fails to make any payment hereunder when due, then SP may, with or without terminating this Agreement, charge interest at the highest legal rate on the unpaid balance, and Customer shall be responsible for reimbursing SP for any and all costs and expenses (including, without limitation, legal fees and court costs) incurred by SP in collecting same. SP shall retain all records of the validated parking at SP’s office for ninety (90) days after processing and Customer shall have the right to audit such records at SP’s office during the 90-day period upon advance notice to SP and during SP’s normal business hours. The parties agree that SP shall not be liable for any monies or losses in connection with any counterfeit stamps or unauthorized use of chaser tickets or credentials (as applicable) provided to Customer, whether by Customer’s patrons, employees or otherwise, unless due to misconduct by SP’s employees.

Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and can only be amended by a signed written agreement between the parties. Neither party shall be deemed the drafter of this Agreement, which shall be governed by the laws of the state where the Facility is located. Customer shall not assign this Agreement without SP’s prior written consent. Customer shall not be deemed or construed as a partner, agent or joint venturer with SP.

This Agreement is not authorized or valid unless signed by an employee of SP Plus Corporation holding the position of Vice President or higher.

SP Plus Corporation

DocuSigned by:

Nicole Hankins

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By: _____

Name: Nicole Hankins

Title: Senior Vice President

Harris County, a body corporate and politic under the laws of the State of Texas

By: _____

Name: Lina Hidalgo

Title: County Judge

For Managed Locations:

AGREEMENT APPROVED BY OWNER:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Christian D. Menefee

County Attorney

By: *Justina Daniel-Wariya*

Justina Daniel-Wariya
Assistant County Attorney

CAO File No. 22RPD0198

Schedule A

Validation Options

Chaser Tickets

SP shall provide Customer with chaser tickets to be distributed to and used at the Facility by Customer's patrons. Each chaser ticket allows the parking patron to park one vehicle at the Facility at any given time and must be inserted into the exit station together with the patron's parking ticket upon exit. During the term of this Agreement, SP will honor all chaser tickets provided to Customer hereunder and presented at the Facility. Upon expiration or termination of this Agreement, Customer shall promptly return to SP all unused chaser tickets and if such tickets were pre-paid by Customer, then Customer shall receive a refund.