

CITY OF JOHNSTOWN, PENNSYLVANIA

MOVED BY COUNCILPERSON: Arnone

RESOLUTION NO. 10738

A RESOLUTION OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY PENNSYLVANIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF JOHNSTOWN (COJ) AND BUTTS TICKETING COMPANY (BTS).

WHEREAS, the City Council of the City of Johnstown has approved a new parking system, and parkers will have the availability to utilize new technology, and

WHEREAS, BTS will supply state-of-the-art technology to COJ for parking services, therefore

NOW, THEREFORE, BE IT RESOLVED, THAT the City Council of the City of Johnstown directs the City Manager to take the necessary actions to effectuate and execute a contractual agreement with Butts Ticket Company to provide On-Demand and Reservations via ParkMobile and be it,

FURTHER RESOLVED, the term of this Agreement commence on the effective date and remain in effect for a period of three (3) years (the "Initial Term").

RESOLUTION SECONDED BY COUNCILPERSON: Mock

Roll Call:

Mock			Clark			King			Huchel			Janakovic			Brit			Arnone		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
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ADOPTED: November 12, 2025

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution No 10738, as the same by the City Council of the City of Johnstown, Pennsylvania.

Frank Janakovic
Frank Janakovic, Mayor or Rev. Sylvia King Dep. Mayor

Arturo Martynuska
Arturo Martynuska, City Manager



**AGREEMENT TO PURCHASE PARKING TECHNOLOGY
AND RELATED SERVICES - MOBILE PARKING SOLUTIONS (APPS).**

This Agreement to Purchase Parking Technology and Related Services ("Agreement") is made effective as of October 15, 2025, (the "Effective Date"), by and between City of Johnstown with its principal offices located at 401 Main St., Suite 102, Johnstown, PA 15901, (hereinafter referred to as "CLIENT"), and Butts Ticket Company (BTS), a corporation organized and existing under the laws of the State of Pennsylvania with its offices at 151 Hood Road, Cochrnville, PA 19330, (hereinafter referred to as "BTS") with reference to the following:

RECITALS

- A. **CLIENT** is a duly organized and validly existing entity under the laws of the Commonwealth of Pennsylvania, with the authority to carry on its business as it is presently conducted and to enter into this Agreement.
- B. **BTS** is a Pennsylvania corporation qualified to do business in the Commonwealth of Pennsylvania. BTS markets and supports a variety of parking technologies, including hardware, software, and related services.
- C. WHEREAS, BTS, acting as a reseller of ParkMobile, enters into this Agreement to facilitate access to ParkMobile's services.
- D. CLIENT and BTS desire to enter into this Agreement for BTS to provide Client with the Services related to the following types of parking transactions: **On-Demand and Reservations via ParkMobile** (the "**Services,**") for use by the CLIENT, all in accordance with the terms and conditions set forth herein.
- E. **Reseller Acknowledgement.** The parties acknowledge that BTS is acting as a reseller of ParkMobile under this Agreement. Accordingly, references to BTS shall be interpreted to include its role as such, and where applicable, ParkMobile shall be acknowledged as the underlying service provider.

Notwithstanding the foregoing, this Agreement does not create a direct contractual relationship between the Client and ParkMobile, and nothing herein shall be construed to impose on ParkMobile any obligations, liabilities, or responsibilities beyond those applicable to BTS as a reseller, unless otherwise expressly agreed in writing by ParkMobile.

Now, therefore, the parties agree as follows:

TERMS AND CONDITIONS

1. Service Terms.

1.1. Initial Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of three (3) years (the "Initial Term").

1.2. Renewal. The Agreement shall **automatically renew for successive one (1) year terms with no limit** on the number of renewals, unless earlier terminated pursuant to the Agreement's express provisions or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").



1.3 Termination. Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

1.4 Parking Locations. The services will be provided to Client in the following locations / geographical territory:
All Client locations

1.5 Signage. Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at BTS's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at BTS's then current signage rates. Installation and maintenance of all signage is Client's sole responsibility.

2. **Pricing.** Pricing shall be in accordance with **COSTARS Contract Number: 033-E22-042** Street Lighting, Parking Meters, and Street Furniture (AKA Streetscape) including Mobile Parking Solutions (Apps).

IMPLEMENTATION FEES			
Description	Units	Rate	Price
Implementation Fee	0	\$250.00	\$0.00
Custom Development	0	\$165.00/hr.	\$0.00
Total Implementation Fees:			\$0.00

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	\$0.40	Per transaction
Reservation User Fee	15%	Of parking fee (minimum \$1 per transaction)
"No Charge" Reservation Service Fee	\$1.00	Per no-charge reservation



3. Attachments.

This Agreement incorporates the following Attachments: 'Attachment A': On-Demand Parking Services, 'Attachment B': Reservation Parking Services and 'Attachment C': Proposal for Mobile Parking Solution: ParkMobile.

4. Services.

4.1. General. During the term, BTS will provide the Services to the Client in accordance with the terms and conditions of this Agreement.

4.2. Launch Date. The parties will mutually agree upon the launch date for the Services.

4.3. ParkMobile Application. On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.

4.4. Parking Management Services. Subject to the license granted in Section 5, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.

4.5. Parking Locations. The parties agree that BTS does not own, operate, manage, or maintain any Parking Location. Client agrees that BTS is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

4.6. Publicity of Services. Each party, including ParkMobile will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

4.7. PCI DSS. ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

5. Access & Use of Platform.

5.1. Provision of Access. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, BTS grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. BTS will provide Client the Access Credentials within a reasonable time following the Effective Date

5.2. Documentation License. BTS hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

5.3. Use Restrictions. Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell,



sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

5.4. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

5.5. Changes. ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

5.6. Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, BTS may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) BTS receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires BTS to do so; or (b) BTS believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities; (iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to BTS or to any other client, end user, vendor or partner of BTS and ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of BTS's other rights or remedies, whether at law, in equity, or under this Agreement.

6. Client Responsibilities.

6.1. Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify BTS immediately of any breach of security or unauthorized use of Client's account.

6.2. Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

6.3. Effect of Client Failure or Delay. BTS is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement. Access & Use of Platform.



7. Service and Support.

7.1. Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, BTS and ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, BTS and ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

7.2 Client Support. BTS will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. BTS and ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

7.3. End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

8. Confidential Information.

8.1. General. Neither party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

8.2. Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

9. Intellectual Property Ownership.

9.1. Client Data. Client Data remains the sole and exclusive property of Client. Client grants BTS and ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

9.2. Client Brand Features. Client grants to BTS and ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. BTS and ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.



9.3. ParkMobile IP. Client acknowledges that, as between Client, BTS and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

9.4. ParkMobile Brand Features. BTS grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at <https://parkmobile.io/company/parkmobile-media-assets/logos/>. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

9.5. ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

9.6. Resultant Data. Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

9.7. Reservation of Rights. BTS reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

10. Fees and Payments.

10.1. Fees. Client shall pay BTS the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 10.

10.2 Payment Terms. BTS will issue invoices to Client on a monthly basis for all fees due to BTS under this Agreement. Client shall pay each invoice within thirty (30) days of the invoice date. Client shall make all payments hereunder in US dollars to the address or account specified on the applicable invoice.

10.3 Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limit the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on BTS's income.

10.5. No Deductions or Setoffs. All amounts payable to BTS under this Agreement shall be paid by Client to BTS in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

10.6. Fee Increases. Beginning the first renewal term following the initial three-year term, and continuing annually thereafter, BTS shall have the option to increase fees on a compounding basis, by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-month period, whichever is greater. Based on these criteria, fees shall then round up to the nearest two (2) decimal



places. BTS shall provide Client with at least sixty (60) calendar days written notice of any such fee adjustment prior to the start of each applicable renewal term.

11. Representations and Warranties.

11.1. Mutual. Each party represents, warrants and covenants to the other party that (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

11.2. BTS. BTS represents, warrants, and covenants to Client that BTS will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

11.3. Disclaimers. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.1 AND SECTION 11.2, ALL SERVICES ARE PROVIDED "AS IS." BTS AS A RESELLER OF PARKMOBILE, SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, BTS DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. BTS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

12. Indemnification.

12.1. Mutual. Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

12.2. BTS. BTS will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies BTS in writing of the claim, cooperates with BTS, and allows BTS sole authority to control the defense and settlement of such claim.

12.3. Client. Client will indemnify, defend, and hold harmless BTS and ParkMobile from and against any and all Losses incurred by BTS resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

12.4. Mitigation. If any of the Services are claimed to, or in BTS's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, BTS may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the



Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

12.5. Sole Remedy. THIS SECTION 12 SETS FORTH CLIENT'S SOLE REMEDIES AND BTS'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Damages.

13.1. Exclusion of Damages. IN NO EVENT WILL BTS, PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

13.2. Cap on Monetary Liability. In no event will the collective aggregate liability of BTS and ParkMobile, collectively, arising out of or related to this agreement, whether arising under or related to breach of contract, tort (including negligence), strict liability, or any other legal or equitable theory, exceed one times the total amounts paid to BTS under this agreement in the thirty (30) day period preceding the event giving rise to the claim. The foregoing limitations apply even if any remedy fails of its essential purpose.

14. General Terms.

14.1. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without BTS's prior written consent. No assignment, delegation, or transfer will relieve Client of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

14.2 Severability. If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

14.3 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.4 Notices. Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of



receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Any notice permitted or required under this Agreement that is sent to BTS shall also be sent via email to michael@buttsticket.com.

14.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Pennsylvania, United States of America (including its statutes of limitations).

14.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

14.7. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all understandings, prior agreements, and contemporaneous representations, and warranties, both written and oral, with respect to such subject matter.

14.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

14.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

14.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.



14.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

15. Definitions.

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to BTS to be used in the provision of Services that is not available to BTS publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that BTS provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilitates the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.



"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by BTS in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by BTS under this Agreement.

SIGNATURE PAGES AND ATTACHMENT A WILL FOLLOW



In WITNESS WHEREOF, the parties have executed this Parking Technology and Related Services Agreement as of the date stipulated in the introductory paragraph.

CLIENT:

City of Johnstown

By: _____

Name: Art Martynuska MS, CFPS, EFO, EMC

Title: City Manager

Date: _____

ATTEST:

By: _____

Name:

Title: City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____

Name: *James L. Willett*

Title: City Attorney

Date: *10-29-25*

BTS:

BTS, a Pennsylvania Corporation

By: _____

Name: Michael Lapidus

Title: Vice President Off-Street Solutions

Date: _____



ATTACHMENT A: SERVICES

ON-DEMAND PARKING SERVICES

BTS offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting <https://app.parkmobile.io>; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

BTS does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available. All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from <https://app.parkmobile.io> to access and print parking history, receipts, and statements.



ATTACHMENT B: SERVICES

RESERVATION PARKING SERVICES

BTS offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("Reservation Parking").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, BTS shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for unreserved parking inventory.

Responsibilities of Client.

In order for BTS to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless BTS is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire Parking Fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:

- a persistent, prominent "call to action" link/button on the parking and/or transportation pages of the Parking Location and Clients website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a "Reserve Parking Now" button);
- Embedded content on the parking and/or transportation pages of the Parking Location and Clients website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and
- mentions in emails promoting the Parking Location and to the Clients fan base, including game day and game-related "know before you go" emails, all of which shall include a "call to action" to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for BTS a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location, including sports teams, in connection with ParkMobile's marketing of the Services as available at such Parking Location.



Proposal for Mobile Parking Solution: ParkMobile

Submitted to:

City of Johnstown

Art Martynuska MS, CFPS, EFO, EMC, City Manager

401 Main St., Suite 102

Johnstown, PA 15901

814.539.2504, Ext 102

Submitted by:

Butts Ticket Systems (BTS)

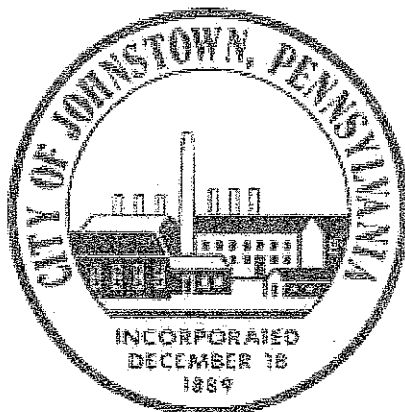
151 Hood Road

Cochranville, PA 19330

Michael Lapidus, Vice President of Off-Street Solutions

C: 732.354.2715

E: michael@buttsticket.com





September 2, 2025

City of Johnstown
Art Martynuska MS, CFPS, EFO, EMC, City Manager
401 Main St., Suite 102, Johnstown, PA 15901
814.539.2504, Ext 102

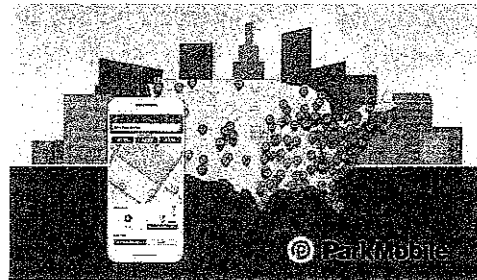
Dear Art:

Butts Ticket Systems (BTS), the local authorized ParkMobile distributor, is pleased to present this proposal for implementing ParkMobile, the best-in-class mobile payment application, as the City of Johnstown's solution for on-street parking. ParkMobile is a trusted, user-friendly platform that simplifies payments for residents, visitors, and businesses while streamlining parking operations for municipalities.

ParkMobile is the nation's leading parking payment platform, trusted by over 50 million users and thousands of municipalities, universities, and private operators across the United States. With its proven reliability and widespread adoption, ParkMobile provides the City of Johnstown with a future-ready solution that will improve the parking experience for both residents and visitors.

Why ParkMobile?

- ❖ **Flexible Deployment** – ParkMobile can serve as a stand-alone mobile payment solution or work in conjunction with the City's existing mobile application, Passport, allowing a seamless experience for users.
- ❖ **Nationwide Reach & Familiarity** - Many drivers already have the ParkMobile app installed, reducing friction for first-time users.
- ❖ **Easy to Use** - Drivers can pay by phone in seconds, extend parking sessions remotely, and receive notifications before time expires.
- ❖ **Flexible Payment Options** - Accepts credit/debit cards, mobile wallets (Apple Pay, Google Pay), and PayPal.
- ❖ **No Upfront or Ongoing Cost to the City** - The system is funded through a small convenience fee paid by the end user.
- ❖ **Integration Capabilities** - ParkMobile seamlessly integrates with Flowbird Multi-Space Meters and Park Loyalty enforcement solutions, if selected, while also being fully compatible with the City's current enforcement provider, Passport.
- ❖ **Data & Analytics** - The City gains access to real-time parking data, reports, and insights to help guide decision-making and improve policy.



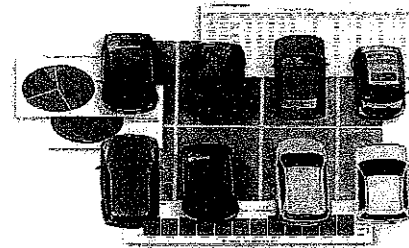


Local Partnership - As a Pennsylvania-based company, Butts Ticket Systems (BTS) is committed to supporting the City of Johnstown with hands-on service, implementation support, and long-term partnership. We have decades of experience providing municipalities with parking and revenue control solutions tailored to their needs.

Several municipalities in the region, including Allentown, Bethlehem, Harrisburg, Lancaster, Lower Merion, Philadelphia, Pittsburgh and Reading, have successfully implemented ParkMobile, reporting increased convenience for users and improved operational efficiency. BTS ensures Johnstown will receive the same level of service and support.

Next Steps - BTS and ParkMobile are ready to move forward at the City's convenience. Upon approval, we will:

- ❖ Finalize designated on-street parking zones.
- ❖ Provide customized signage and marketing materials.
- ❖ Launch the ParkMobile system within weeks of authorization.



Implementation Plan/System Integration – ParkMobile provides full flexibility to the City of Johnstown: it can operate as a stand-alone mobile payment solution or integrate with the existing Passport mobile payment application. Additionally, ParkMobile seamlessly integrates with Flowbird Multi-Space Meters and Park Loyalty enforcement systems, while continuing to support the City's current Passport enforcement workflow, ensuring smooth adoption with minimal disruption.

<u>Phase</u>	<u>Activities</u>	<u>Timeline</u>
Planning	Site assessment, system design	Week 1-6
Installation	Integration with meters, signage placement (installation by others)	Week 7-8
Launch	Marketing, user onboarding, public education	Week 9
Ongoing Support	Customer service, data reporting, updates	Continuous

Financial Overview

- ❖ City Costs: \$0 upfront; no recurring fees.
- ❖ Consumer Convenience Fee: Paid by users at the time of parking.
- ❖ BTS Support: Included as part of the implementation package.
- ❖ Procurement: ParkMobile is available to the City of Johnstown through the COSTARS cooperative purchasing program (Contract #033-E22-042), ensuring a streamlined, compliant, and cost-effective procurement process.

Adopting ParkMobile as the City of Johnstown's official mobile payment provider for on-street parking offers a modern, cost-effective, and customer-friendly solution. With no financial burden to the City and the backing of BTS as a trusted local partner, this initiative will deliver immediate improvements to



parking operations while positioning Johnstown as a forward-thinking city in mobility and smart parking.

BTS would welcome the opportunity to discuss this proposal with City leadership and answer any questions. Upon approval, we can begin the planning and implementation process immediately to provide Johnstown with a seamless mobile parking solution.

Sincerely,

Michael Lapidus

Michael Lapidus – Vice President of Off-Street Solutions

CC: Michael Capriotti, Assistant City Manager



ParkMobile Zone Parking Pricing Proposal for Johnstown, PA

Pricing - Transaction Fee:

ParkMobile works on a per transaction basis with a convenience fee charged to the end user while paying for your parking fee on our application.

Proposed Convenience Fee (on demand) = \$.40 per transaction

Example: If the rate is \$2.00 for 1 hour, the total cost would be \$2.40.

- \$2.00 to Client
- \$.40 to BTS/ParkMobile

Example: If the rate is \$1.00 for 1 hour, the total cost would be \$1.40.

- \$1.00 to Client
- \$.40 to BTS/ParkMobile

Example: If the rate is \$0.75 for 1 hour, the total cost would be \$1.15.

- \$0.75 to Client
- \$.40 to BTS/ParkMobile

Summary of Transaction Fees	
Mobile Payment (OnDemand) Transaction Fee Due to BTS/ParkMobile (Charged to Customer)	\$0.40

ParkMobile Services Included at No Cost:

- Signage and decal stickers for the initial rollout
- Setup and Implementation
- Call Center, Customer Support, Hosting and Maintenance
- Social media, PR, standard marketing, and advertising for program launch
- Integrations with meter, enforcement and LPR vendors
- ParkMobile 360 Customizable Self – Administration Tools for reporting and setting rates.

Timeline for getting started:

From the time a contract is finalized, the time to launch is typically **30-60 days**. Through our streamlined onboarding process, our implementation team will configure your rates, train your staff on back-office systems, collaborate with our marketing team to plan your launch promotion, and create signage.

**All BTS and ParkMobile standard terms & conditions shall apply to this parking proposal
Proposal pricing valid for 90 days**