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9/22/10**PARKING AGREEMENT**

This PARKING AGREEMENT ("Agreement") is made and entered into as of the first day of September 2010, by and between STANDARD PARKING CORPORATION, a Delaware corporation ("Standard Parking") and Jackson County, Missouri ("Customer").

RECITALS:

A. Standard Parking operates a public parking facility located at (i) 1401 Oak in Kansas City, Missouri, (ii) 1331 Oak in Kansas City, Missouri, and (iii) 412 E. 14th Terrace in Kansas City, MO (collectively, the "Parking Facility"), pursuant to an agreement ("Underlying Agreement") with the owner of each facility (each an "Owner"); and

B. Customer desires a license to park within the Parking Facility and Standard Parking desires to grant such a license, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Standard Parking and Customer hereby agree as follows:

1. Grant. Standard Parking hereby grants to Customer a non-exclusive license to use one hundred fourteen (114) parking spaces within the Parking Facility for the parking of Customer's motor vehicles, upon and subject to all of the terms and conditions set forth herein.

2. Term. This Agreement shall be for a term ("Term") of one (1) year, commencing September 1, 2010 and expiring on August 31, 2012, subject to sooner termination in accordance with the terms of this Agreement.

3. Termination. This Agreement may be terminated by either party at any time, without cause or penalty, by giving the other party at least ninety (90) days' prior written notice of termination of this Agreement, with the effective date of termination to be the last day of the third calendar month following the month in which such notice is given. In addition, (a) this Agreement shall be deemed terminated upon termination or expiration of any Underlying Agreement, and (b) this Agreement shall be subject to termination in accordance with any default provisions hereof.

4. Parking Permits / Authorized Hours. This Agreement shall entitle Customer to 114 parking permits ("Permits"). Each Permit shall entitle Customer one parking space at the Parking Facility during the hours of 6:00 a.m. to 5:30 p.m., Monday through Friday ("Authorized Hours").

5. Use. The dedicated spaces and the Parking Facility may be used and occupied only for the storage and parking of motor vehicles. No portion of the Parking Facility may be used for any unlawful purpose or any activity that may create a nuisance.

6. Fees. As consideration for the parking privileges granted herein, Customer agrees to pay Standard Parking a monthly fee ("Parking Fee") of \$4,560.00 (*i.e.* \$40.00 per Permit).

The Parking Fee shall be due and payable in advance, on or before the first day of each

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MARY JO SPINO
COUNTY CLERK

month during the Term. Customer agrees to pay a replacement fee of \$15.00 for each Permit that is lost, stolen or damaged. A penalty of \$20.00 shall be charged per occurrence to parkers for entry and/or exit outside the Authorized Hours, which Standard Parking may collect from the parkers directly pursuant to its posted or published rules and regulations.

If any payment due hereunder is not made by Customer when due, then Standard Parking shall have the right to: (i) charge interest at the highest legal rate permitted by law on the unpaid balance from the date such payment became due and payable and (ii) at its option, immediately revoke Customer's parking privileges and /or terminate this Agreement upon written notice, without waiving or limiting any of its legal remedies. (including the right to recover attorneys' fees and any other expenses incurred) which Standard Parking may pursue to collect the amount owed.

7. Rules and Regulations. Customer agrees for itself and on behalf of its employees to abide by all posted or published rules and regulations now or hereinafter in effect pertaining to use of the Parking Facility.

8. No Bailment. No bailment is created by this Agreement. Standard Parking shall not be responsible for any damage to, or loss of, Customer's vehicles or any component parts thereof or personal property in such vehicles, other than damage or loss directly caused by Standard Parking's employees. **VEHICLES OF CUSTOMER SHALL BE LOCKED AND STANDARD PARKING SHALL NOT BE RESPONSIBLE FOR ANY THEFT OF THE VEHICLE OR ITS CONTENTS OR ANY LOSS OR DAMAGE RESULTING FROM LEAVING KEYS IN THE VEHICLE.** This policy may not be rescinded nor modified by any Standard Parking employee, and Customer acknowledges that Standard Parking employees are not authorized to accept responsibility for storing or safeguarding any vehicles or personal property located therein.

9. No Refunds. No refunds, credits or allowances will be granted to Customer for absence, vacation or other non-use of the Parking Facility under this Agreement unless otherwise agreed to in writing by Standard Parking in each instance, with such agreement to be binding upon Standard Parking only if executed by an officer of Standard Parking.

10. Assignment and Subletting. Customer may not assign, sublet, sublicense or extend its parking privileges hereunder. Standard Parking may assign this Agreement to Owner and thereupon Standard Parking shall be released of all further liability hereunder.

11. Notices. Any notices or other communications required to be given by the parties hereunder shall be deemed given upon deposit in the U.S. Mails, certified mail, return receipt requested, or upon deposit with an overnight delivery service such as Federal Express, or upon receipt if personally delivered, and shall be sent to the following addresses:

Standard Parking Corporation
Attn: Kevin Rowald, Vice President
911 Main Street, Suite 700
Kansas City, MO 64105

Jackson County, Missouri

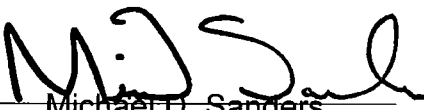
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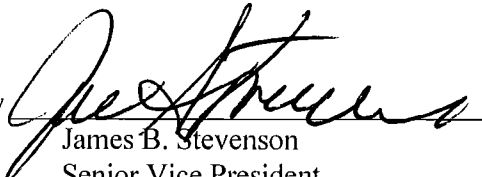
415 E. 12th St.
K.C., Mo. 64106

IN WITNESS WHEREOF, the parties hereto execute this Parking Agreement effective as of the date first above written.

Jackson County, Missouri

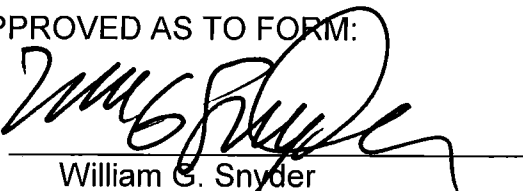
Standard Parking Corporation

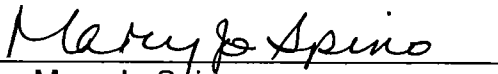
By 
(Name) Michael D. Sanders
(Title) County Executive

By 
James B. Stevenson
Senior Vice President

APPROVED AS TO FORM:

ATTEST BY:


By 
William G. Snyder
Acting County Counselor

By 
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 18,240.00 which is hereby authorized.

September 15, 2010
Date


Director of Finance and Purchasing
Acct. # 001-3001-56790