



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Ian R. McLean

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Transition Services and Mutual Release Agreement

Dear Commissioners:

Pursuant to the direction previously provided by the City Commission, staff negotiated the enclosed Transition Services and Mutual Release Agreement among the City of Fargo, Interstate Parking Company of North Dakota, LLC ("Interstate"), and the developer entities associated with the Mercantile, NP Avenue, and Roberts Commons parking facilities.

Until May 31, 2026, Interstate managed the City's parking operations. Effective June 1, 2026, the City transitioned parking management services to PCI Municipal Services. Since that time, Interstate has been working cooperatively with City staff and PCI Municipal Services to facilitate the transfer of parking operations. The agreement formalizes Interstate's continued transition assistance and operational support during June and July 2026 and provides compensation of \$47,713.67 for such services.

The agreement also contains mutual waivers and releases intended to resolve and avoid any actual or potential disputes relating to the transition of parking operations, notice requirements, operational responsibilities, and related matters.

SUGGESTED MOTION:

I move to approve the enclosed Transition Services and Mutual Release Agreement.

Sincerely,

Ian R. McLean
City Attorney

TRANSITION SERVICES AND MUTUAL RELEASE AGREEMENT

This Transition Services and Mutual Release Agreement (“Agreement”) is entered into by and among the City of Fargo, North Dakota, a North Dakota municipal corporation (“City”); Interstate Parking Company of North Dakota, LLC, a North Dakota limited liability company (“Interstate”); Great Plains NP Holdings, LLC, a North Dakota limited liability company (“GPNP”); Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company (“GPMH”); and DFI Roberts, LLC, a North Dakota limited liability company (“Roberts” and with GPNP and GPMH – the “Developer Parties”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Interstate are parties to that certain Parking Management Agreement, together with the amendments thereto (collectively, the “Parking Management Agreement” – which is attached as Exhibit A to this Agreement);

WHEREAS, the Parking Management Agreement relates to management and operation of certain parking facilities owned by, operated by, or associated with the City, including facilities commonly referred to as the Mercantile, NP Avenue, and Roberts Commons/ROCO parking ramps/facilities;

WHEREAS, the City is transitioning parking management operations to a successor parking operator on June 1, 2026;

WHEREAS, the Parties desire to facilitate a smooth, orderly, cooperative, and uninterrupted transition of parking operations and related services ;

WHEREAS, in connection with such transition, the Parties anticipate that Interstate will provide transition assistance and related operational support during June and July 2026 to assist with continuity of parking operations and services;

WHEREAS, the Parties further desire to resolve and avoid any actual or potential disputes, claims, or issues relating to parking operations, transition services, notice provisions, termination provisions, operational responsibilities, or related matters; and

WHEREAS, the Parties therefore desire to enter into this Agreement to establish transition responsibilities, provide for payment for transition services, waive certain notice-related issues, and provide mutual releases as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Payment.** In consideration of Interstate’s transition services and operational cooperation, the City shall pay Interstate the total sum of Forty-Seven Thousand Seven Hundred Thirteen Dollars and Sixty-Seven Cents (\$47,713.67). Fifty percent (50%) of the payment

shall be made within seven (7) days after full execution of this Agreement. The remaining fifty percent (50%) shall be paid on or after July 31, 2026, provided Interstate has reasonably cooperated with the transition efforts contemplated by this Agreement. Such payment shall constitute full and final payment and satisfaction of any amounts allegedly owed relating to the Parking Management Agreement, any parking operating or parking management agreement or arrangement between Interstate and any Developer Party, transition services, and the matters addressed in this Agreement.

2. **Transition Services.** Interstate agrees to reasonably cooperate with the City and the City's successor parking operator during June and July 2026 to facilitate a smooth and uninterrupted transition of parking operations and related services. Such cooperation shall include responding to reasonable requests relating to parking operations, operational transition matters, records, accounts, access, equipment, software, and related operational information reasonably necessary for continued parking operations. The Parties acknowledge that the purpose of this Section is to facilitate continuity of parking operations and minimize operational disruption during the transition period.
3. **Waiver of Notice and Related Claims.** The Parties waive and release any claim, objection, default, cure right, remedy, or alleged breach arising out of or relating to the timing, manner, sufficiency, or absence of any notice concerning the transition of parking management services, replacement of parking operator, expiration or conclusion of services under the Parking Management Agreement, or related operational changes, including any claim, demand, cause of action, liability, damage, loss, compensation, early termination payment, lost profit, lost management fee, cure right, opportunity to cure, default, breach, remedy, or other right arising out of or relating to the transition, replacement, expiration, termination, wind-down, conclusion, or transfer of parking management services under the Parking Management Agreement. Without limiting the foregoing, Interstate specifically waives and releases any claim, objection, default, cure right, remedy, or alleged breach against any Developer Party arising out of or relating to the timing, manner, sufficiency, or absence of notice, consent, approval, cure opportunity, or similar procedural requirement under any agreement, arrangement, or understanding between Interstate and any Developer Party relating to parking operations, parking management services, or the parking facilities subject to this Agreement, including any claim arising out of or relating to the transition, replacement, expiration, termination, wind-down, conclusion, or transfer of parking management services relating to such facilities. The Parties acknowledge and agree that the purpose of this Section is to fully resolve any dispute, claim, or potential claim between the parties relating to the transition of parking management services, the replacement of Interstate as parking operator, the expiration or termination of services under the Parking Management Agreement, and any alleged rights, remedies, damages, compensation, or obligations arising therefrom.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is entered into solely for the purpose of facilitating a smooth transition of parking operations and resolving potential issues relating to such transition. Nothing contained in this Agreement shall be construed as an admission of liability, fault, breach, wrongdoing, or contractual violation by any Party.
5. **Superseding Effect.** This Agreement supersedes any inconsistent provision contained in the Parking Management Agreement and any amendment thereto, as well as any inconsistent provision contained in any agreement or arrangement between Interstate and any Developer Party relating to parking management services or parking operations for the parking facilities subject to this Agreement, solely with respect to the transition of parking management services contemplated herein.
6. **Authority.** Each person executing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the terms of this Agreement.
7. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties relating to the subject matter addressed herein and supersedes all prior negotiations, discussions, and understandings relating thereto. This Agreement may be amended only by a written instrument executed by the Parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action arising out of or relating to this Agreement shall be brought exclusively in the state district court located in Cass County, North Dakota.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.
10. **Effective Date.** This Agreement shall become effective upon execution by all Parties (“Effective Date”).

(Signature Pages to Follow)

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA,
a North Dakota municipal corporation

By: _____
Joshua Boschee, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

Dated this _____ day of _____, 2026.

**INTERSTATE PARKING COMPANY
OF NORTH DAKOTA, LLC**

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

GREAT PLAINS NP HOLDINGS, LLC

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

**GREAT PLAINS MERCANTILE
HOLDINGS, LLC**

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

DFI ROBERTS, LLC

a North Dakota limited liability company

By: _____

Name: _____

Its: _____