

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **ARGUS EVENT STAFFING, LLC**, whose address is 6408 South Quebec Street, Centennial, Colorado 80111(the "Contractor").

W I T N E S S E T H:

WHEREAS, the City and the Contractor previously entered into an Agreement dated November 29, 2010 and amended by Amendatory Agreement dated October 22, 2012 relating to Event Staffing Services for various City facilities on an as needed basis (collectively the "Agreement"); and

WHEREAS, the parties have determined to extend the contract as already provided by Paragraph 4 for the first of an allowed additional two (2) year period through November 30, 2015 and to provide additional compensation for the extension;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. The City representative is revised to be the Director of Denver Arts and Venues, or the Director's designee and the address for notices is amended to be: The City and County of Denver, Director, Arts and Venues Division, 144 West Colfax, Denver, Colorado 80202.

2. Subparagraphs "C." and "E" of Paragraph 6 of the Agreement, entitled "PAYMENT," is amended to read as follows:

6. PAYMENT:

C. Notwithstanding any other provision of this Agreement, in no event shall the City be liable under the terms of this Agreement for any amount in excess of the sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000.00). The Contractor acknowledges that the City is not obligated to pay the Contractor for any services other than the Services, and that any additional work performed or services provided by Contractor in addition to the Services are performed at Contractor's risk and without authorization under this Agreement or obligation of the City. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered by the expending City agency upon receipt of the Contractor's invoice for the purpose of the Agreement, and

paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

E. The City shall be entitled to Service credits as outlined below. The City may deduct such credits from any amounts that may be due the Contractor under this or any other agreement with the City.

1. Insufficient numbers of personnel provided for event.	\$500.00 per incident
2. Incomplete unacceptable or dirty uniform.	\$50.00 per incident
3. Improperly staffed post.	\$100.00 per occurrence
4. Failure to maintain accurate records of hours worked.	\$100.00 per occurrence
5. Failure to provide and/or complete an incident report.	\$50.00 per occurrence
6. Providing untrained or unqualified personnel	\$200.00 per occurrence
7. Dereliction of duty by personnel provided for the event.	\$300.00 per occurrence

Dereliction of duty shall be any dereliction of duty determined by the Director to exist and includes but is not limited to actions such as, leaving a post, false reporting, sleeping on duty, intoxication, performance of other unrelated work.

Any instance of an imposition of credits shall be prima facie evidence of a deficiency in Contractor's performance. The City shall document these and forward a copy of same to the Contractor.

3. The amended Scope of Work to become effective the effective date of this Second Amendatory Agreement through the end of the Term is attached hereto and incorporated herein as **Exhibit A-1** and all references to "Exhibit A" are hereby amended to read "Exhibits A and A-1 as applicable".

4. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

Remainder of page left intentionally blank. Signature pages follow.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: THTRS-CE03107-02

Contractor Name: ARGUS EVENT STAFFING LLC

By:  _____

Name: THOMPSON C. SMITH
(please print)

Title: CEO/FOUNDER
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

SCOPE OF WORK AND TECHNICAL REQUIREMENTS

I. GENERAL OVERVIEW

Contractor shall supply personnel, expertise and equipment (other than equipment otherwise supplied and specified herein) needed to provide high quality, first-class event and personnel staffing services or other specified services to the City when and as required.

Contractor acknowledges these services are non-exclusive. The City reserves the right to acquire these services from outside contractors if it is deemed to be in the best interests of the City.

II. FACILITY DESCRIPTIONS

Additional Information Available at: <http://artsandvenuesdenver.com/venues/>

A. ARENAS

Made up of the Denver Coliseum and Red Rocks Amphitheatre ("Red Rocks") and managed by the City.

DENVER COLISEUM

The Denver Coliseum is a multi-purpose arena opened in 1951 and used for many different types of events each year including the National Western Stock Show and Rodeo, monster truck events, motocross events, dances and concerts, the Annual Denver March Powwow, the Shrine Circus, Ringling Bros. and Barnum and Bailey Circus, rock concerts, ice events, conventions, and high school sporting events. There are approximately 8,100 permanent seats and room for another 2,400 portable chairs on the arena floor covering a total of approximately 113,000 square feet of floor space. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating capacity - 10,500

Annual Events - approximately 95- 115

RED ROCKS AMPHITHEATRE AND VISITOR CENTER

Red Rocks is a natural, geologically formed , open air Amphitheatre set in the Rocky Mountain foothills and in Red Rocks Park, fifteen (15) miles west of Denver. It was built by the Civilian Conservation Corps and opened in 1941. Red Rocks can hold up to 9,450 people through general admission seating in 70 tiered rows. The Visitor Center, opened in 2003, is a tourist destination year- round and an amenity to patrons during events providing restrooms, concessions, exhibits and a full-service restaurant. Red Rocks and its corresponding parking areas make up around 50 acres of the 868 acres of the park. The park can accommodate over 4,000 parked cars. Seating configurations vary by show and can be sold as all-reserved, all general admission, or a mix of reserved and general admission.

Seating Capacity - 9,450

Annual Events - approximately 45-75

B. DENVER PERFORMING ARTS COMPLEX

The Denver Performing Arts Complex (DPAC), owned and operated by Arts and Venues Denver, is the largest performing arts complex under one roof and the second-largest center of its kind in terms of number of venues and seating capacity.

ELLIE CAULKINS OPERA HOUSE

This original 1908 structure was recently renovated and re-opened in September 2005 as a world-class performing arts venue. It is the home of Opera Colorado and the Colorado Ballet, and hosts other activities throughout the year. The Studio Loft is a 8,000 square foot performance, rehearsal, and event space with a cathedral ceiling, exposed brick, a 3,000 square foot wood dance floor, and attached smaller room with a bar. The Nathaniel Merrill Founders Room is a 1,000 square foot event and meeting space featuring a private bar, casual seating, and a state-of-the-art media system.

Seating Capacity: 2,225

Annual Events: approximately 70-100

BOETTCHER CONCERT HALL

Home of the Colorado Symphony Orchestra, this symphony hall was the nation's first 360-degree, in the round concert hall. This regal theatre seats 2,600 patrons.

Seating Capacity: 2,679

Annual Events: approximately 40-70

TEMPLE HOYNE BUELL THEATRE

This 2,880 seat theatre hosts top touring Broadway shows such as The Phantom of the Opera, Wicked, and The Lion King. The Wolf room, located on the mezzanine level, is a 960 square foot unique space ideal for intimate dinner parties, cocktail hours, small celebrations and meetings.

Seating Capacity: 2,884

Annual Events: approximately 75-100

C. MCNICHOLS CIVIC CENTER BUILDING

The McNichols Civic Center Building is located at the northwest corner of Civic Center Park, at the intersection of Colfax and Bannock. In 1909, the cornerstone of the McNichols Building was laid. It set the foundation for the then Carnegie Library that would become a center of learning in Civic Center Park. That tradition continues as we re-opened the building in 2012 as a contemporary hub for arts and culture for the people of Denver. This stunning Greek revival building with its classic Corinthian columns and iconic colonnade across its front, offers new experiences in a classic space.

Seating Capacity: 900

Annual Events: approximately 120-150

III. STANDARD OF CARE AND PERFORMANCE

Contractor shall implement industry accepted practices and standards needed to provide the best possible service to the City and its customers: the performers, promoters and patrons utilizing the facilities. Contractor must recognize the importance of their role in achieving the success of the facilities and enhancing the experience of the customers. Contractor and its staff are to make every effort to display professionalism to assist in creating a positive image of the facilities.

Contractor shall be responsible for:

- Maintaining the highest possible customer service and job performance standards as defined in Argus standards of conduct and training material and Arts and Venues standard operating procedures.
- Ensuring employees meet the aforementioned customer service and job performance standards.
- Ensuring contract employees restrain from dereliction of duty to include but not limited to leaving post without authorization, completing false reports, sleeping on duty, reporting to duty under the influence

- of drugs or alcohol, and/or completing work outside the scope of duties for their post.
- Payment of all required wages and taxes.

A. OFFICE SPACE

Contractor shall have use of office space available at the facilities as determined by the City. Use of office space is at the discretion of Contractor with the approval of the City. Any spaces assigned to the Contractor are primarily for event and security operations. Any office space assigned to Contractor shall be maintained by Contractor according to the standards established by the City with the expectation the spaces are kept clean and presentable. Failure to maintain cleanliness will result in the City performing the necessary cleaning and Contractor will be billed for such services, with the amount to be deducted from Contractor's billings. The City shall provide no more than one (1) telephone line to each office assigned to Contractor. The City may also provide internet service to assigned offices at the sole discretion of the City. There is no expectation or obligation of the City to provide furnishings for any assigned office spaces. Contractor shall not make any alterations or changes to the facilities without prior written consent of the City. At the City's discretion, it may make other spaces available to Contractor for conducting check in, roll-call, and briefings. These spaces may be modified from time to time as needed by the City. As a condition of this agreement, Contractor is to have an office established in the Denver Metropolitan area to serve as its center of operations.

B. WAGES

The City desires to have Contractor pay its staff a competitive hourly wage in order to attract and retain the highest quality employees.

Contractor will conduct and provide an annual wage survey to assist in the determination of the wages for the following contract year. If market conditions change, wages may be modified as needed. Certain positions are subject to the City's Living Wage Standards, which mandates that the wages for these positions cannot be lower than the specified wage. The positions currently subject to Living Wage are Security Guards and Parking Attendants. Wage increases for applicable positions (both current and future) are to comply with Living Wage requirements where increases to these wages take effect on the anniversary date of this contract.

C. BENEFITS

In general, the positions are part-time on-call employees and are not offered benefits. It is the vendor's choice to offer part-time employees benefits or the level to which such an employee may receive benefits.

However, some positions may receive benefits as approved by the City due to their full-time nature, i.e. administrative assistant. If a position is allotted benefits, Contractor and City shall mutually agree on a benefit allowance to cover health and dental benefits comparable to Contractor's administrative staff. This allowance shall be added to the wages for that position and then marked up on the invoice to the City. For a full-time position working for the City, the employee will be paid for holidays recognized by the City and Contractor reimbursed by the City. An employee working in a full-time position of 40 hours per week shall earn Paid Time Off (PTO) at the following rates:

- 0-3 years – 2 hours per 40 hours worked
- 3-5 years – 3 hours per 40 hours worked
- 5+ years – 4 hours per 40 hours worked

D. MINIMUM CALLS

Minimum calls for employees are to be four (4) hours. Partial hours shall be rounded to the closest quarter hour (15 minute increments).

E. OVERTIME

Employees shall be paid overtime in accordance with Contractor's policies and in compliance with applicable Federal, State and local regulations. The City shall not reimburse Contractor for overtime unless the City requires Contractor's employee to work more than 40 hours in a work week; then the employee shall be paid 1 and a half times their base rate wage and Contractor shall bill the City 1 and a half times the billable rate for that position.

F. EMPLOYEE RECOGNITION PROGRAM

Any employee recognition program Contractor wishes to employ is the responsibility of Contractor.

G. PAYMENTS TO CONTRACTOR

The City shall pay Contractor for services provided for: (1) Direct labor related to event staffing and personnel services as specified herein; and (2) Reimbursable expenses or charges as defined herein and not provided by the City. All payments to the Contractor by the City are to be paid in accordance with the City's prompt payment policies, requiring invoices to be paid within thirty (30) calendar days of receipt of the invoice, and subject to review by the Auditor pursuant to the Living Wage provisions.

Payment for event staffing services labor is to be the applicable hourly wage multiplied by the number of applicable hours for each wage or category, then escalated by the applicable markup percentage.

The agreed upon mark up percentage will be used throughout the contract term and any extensions for the adjustment of wage/billing rates for existing and additional positions (as required).

Contractor shall not invoice the City for any charges that are not defined in this agreement, therefore Contractor's markup shall cover all overhead expenses including but not limited to out-of-pocket, FICA, insurance, bonding, travel, parking, secretarial, payroll and any and all equipment used by Contractor in the execution of this contract that is not defined in this contract to be paid for by the City. Payment for reimbursable expenses or other charges shall be clearly identified on each invoice.

H. EVENT INVOICE BILLINGS

Contractor shall provide an Event Billing Worksheet and invoice to the City within two (2) business days after an event, showing the total number of personnel and service hours, applicable wages, applicable markup and the total amount owed by the City. A sign-in sheet, time clock or similar system is to document attendance and associate names with position numbers for positive identification.

An estimate of total personnel cost for an event may be required during the event, based on the sign-in sheet. Actual billing shall not exceed show estimate and staffing plan without identifiable and

documentable reasons. A 10% variance (higher or lower) will be allowed between the numbers of people (e.g. dollars spent) on Event Staffing Plan, and the number of people actually working each event (this variance is not suggesting every event be staffed 10% higher than requested; it is merely stating the City's understanding of stand-by, intermittent employees and the difficulties involved with scheduling them). Event billings should include any ancillary charges as permitted by the City Contract, such as additional equipment or tow truck charges. In-house charges and parking charges are to be billed separately. The form of invoicing may be modified from time to time as approved by the City, so long as all the required information is included.

I. MISCELLANEOUS BILLINGS

For other services provided by Contractor, such as truck charges or labor for Administrative Assistant, billings may be submitted to City at the time the service is provided or weekly/monthly at Contractor's discretion.

J. PAYROLL RECORDS

Contractor is to maintain and make available to City all records pertaining to billable hours to the City, including payroll documents for each event detailing the employee, their position, check in time, check out time, hours worked and wages paid. These records shall be submitted with all billing to the City.

K. EVENT AND FACILITY INCIDENT REPORTS

Contractor is to provide reports on all incidents involving patrons or employees that occur during events. This will include but is not limited to injuries, illness, police actions, security incidents, theft, damage, and evictions. Reports are to be submitted to City immediately following each event.

In addition, Contractor is to submit reports on any incidents, injuries, illnesses that occur in or around City facilities that are continual service; i.e. Daily Activity Reports.

All reports are to conform to format as desired by the City.

L. STAFFING PLAN/STAFFING REQUEST(S)

City will provide Contractor information on upcoming events as it becomes available. Contractor shall prepare and submit to City a staffing request for each event. Staffing requests are to be in a format authorized by City and are to include at minimum:

For an event:

- Name(s)
- Date(s)
- Time(s)
- Door times(s)
- Anticipated end times(s)
- Sub-totals for the event

For each position:

- Name and type of position
- Start time(s)
- End time(s)
- Service hours
- Pay rate(s)
- Sub-totals by employee

City shall approve all service requests in advance. Staffing requests shall be submitted in a timely manner (no less than seven (7) days prior to Contractor's scheduling period) in order for the City to review/approve; City's response communication will be generally no less than 24 hours prior to Contractor's scheduling period. Contractor acknowledges staffing requirements may deviate on short notice and the Contractor is expected to

accommodate required adjustments. If Contractor is unable to fulfill any staffing requests, the City may use whatever means necessary to accommodate the needs of an event.

City will have final authority on when Contractor's employees shall be released from duty. Contractor will ensure only authorized employees enter facilities and sign-in and out for all events.

M. SUBCONTRACTORS

The use of any Subcontractors employed by Contractor to provide the services described in this agreement shall only be allowed by the pre-approval of City. Contractor is to demonstrate that the Subcontractors have sufficient training to accomplish the mission of Contractor. If a Subcontractor is utilized, Contractor retains all obligations associated with this agreement including remuneration for the services provided, where the City shall pay the agreed wage plus markup billing rate.

N. REQUIRED PERSONNEL

The required positions include the following:

- General Manager
- Event Director (In-house and Parking)
- Supervisors (In -house and Parking Lot)
- Facility Security (24-hour security)
- Peer Security (Events Related)
- Ushers/Attendants
- Ticket Takers
- Base Operator
- Administrative Assistant
- Cashier
- Sellers
- Parking Supervisors
- Flaggers
- Miscellaneous - Other positions may be added as needed by written agreement between the City and Contractor specifying the job descriptions and duties.

Note: for billing purposes, the wages as approved by the City shall be used in determining amounts owed Contractor according to payment terms in this agreement. Contractor may choose to pay an employee a higher rate at their own discretion and at their own expense.

O. POSITION DESCRIPTIONS

Event related staffing, including crowd control, security, and parking personnel shall be defined as, but not limited to, the following:

1. GENERAL MANAGER

Contractor shall employ a General Manager and/or alternate who shall have previous experience in this industry and who is acceptable to the City. The General Manager will serve as the Account Manager for the Coliseum and Red Rocks, DPAC, and McNichols; they shall be responsible for all day to day Contractor operational services.

The General Manager shall be responsible for the entire event staffing operation, including parking operations and crowd management operations, and is to have the full authority that the position requires.

General Manager and/or alternate are to be available at the times and days specified by the City and shall be available twenty-four (24) hours per day via pager, cell phone, or answering service.

The General Manager shall attend any and all meetings as requested by the City and be the main contact for all matters concerning the scheduling and direction of employees under this contract. The General Manager is to assure that all Contractor personnel are properly trained, attired, equipped, and prepared for event(s) service(s).

It is critical that the General Manager possess the necessary skills to communicate effectively with representatives from the City. General Manager hours are not directly paid by the City. Therefore, contractor must build into their bids the appropriate amount to cover his/her cost or any other overhead associated with operating Contractor's business.

Note: There shall be no confusion over the fact that the City is the customer and, as such, the General Manager shall communicate this relationship during all training sessions and require all employees to work under this relationship structure accordingly.

2. EVENT DIRECTOR

The Event Director shall be fully competent in the direction, operation and management of all events. Likewise, he/she shall exhibit professionalism, and shall be fully responsible for all staff during events and as such should be fully knowledgeable of all industry standards as well as City and facility policies and procedures.

When events occur at the Coliseum and Red Rocks Amphitheatre on the same day, each facility shall have its own Event Director. Event Directors shall report to the General Manager and also take direction from the City. If at any time the City notifies Contractor, in writing, that an Event Director and/or alternate are unsatisfactory, Contractor shall within fifteen (15) calendar days replace him/her with an acceptable Event Director and/or alternate. The City may ask for the immediate dismissal in extreme cases. Event Directors shall ensure that the highest level of customer service is achieved during all events.

3. SUPERVISOR (IN-HOUSE AND PARKING LOT)

Supervisors shall be specially trained and qualified to deal with employee issues, public relations, patrons, promoters, tenants, sports team owners, and City staff. Contractor and City will agree on levels of supervision for each event. Supervisors are to oversee a team of employees and be able to provide appropriate direction and leadership. Additionally, the supervisor is to record and provide reports as further provided herein.

4. FACILITY SECURITY (24-HOUR SECURITY)

This position may be utilized for day-to-day security up to 24 hours per day, 7 days a week. Staffing will be at the request of the City. Position will be responsible for the protection of structure, equipment, and property in and around City facilities. Contractor will complete all required actions as defined by City work detail instructions to include but not limited to exterior/interior building checks, outside property checks, removal of vagrant, homeless, and criminal elements, reporting emergencies to proper authorities, and documenting activity in format defined by City. All facility security staff shall conform with the City and County of Denver rules and regulations pertaining to licensed security officers, including obtaining a Merchant Guard license. Link: <https://www.denvergov.org/businesslicensing/DenverBusinessLicensingCenter/BusinessLicenses/MerchantGuardIndividual/tabid/441692/Default.aspx>

City facility security may not be related to an event within the facilities such as overnight security for

equipment.

5. PEER SECURITY (EVENTS RELATED)

Peer Security personnel are responsible for, but not limited to, providing peer group crowd control, direction and security enforcement of facility rules and regulations and tenant contract requirements. Peer Security personnel may be called upon to assist with emergency response and/or evacuation, perform first aid, CPR, and AED response (to the extent legally possible), and conduct pre-entrance door inspection of staff and ticket holders as requested by City; including but not limited to checking for cans, bottles, fireworks, weapons (e.g. guns, knives), cameras, and sound and/or video recording equipment. Peer Security personnel will secure backstage areas and any other areas as needed, from unauthorized entry (for stage and artist protection). They will also monitor and check facility equipment and supplies including event (Artist and Promoter) specific equipment when requested. Security may be required to operate indoors or outdoors, including parking lots. All Peer Security personnel shall conform to the City and County of Denver rules and regulations pertaining to licensed security officers, including obtaining a Merchant Guard license (see link above). An employee shall not be paid as a Peer Security position without holding a valid Merchant Guard license.

6. USHERS/ATTENDANTS

Ushers/Attendants duties include, but are not limited to, assisting patrons by providing directional guidance between building entry points and seating area or other patron facilities and areas, and checking tickets and either directing or escorting patrons to their proper seats. Ushers/Attendants shall work to prevent patrons with lower price tickets from occupying higher price/reserved ticket areas. Check exit doors for unauthorized entry. They shall, when necessary, assist paramedics and firemen in emergency first aid to the extent legally possible. They shall assist with emergency evacuation procedures. They shall set and strike chairs for events (including chalking chairs as necessary). The staffing ratio for Ushers/Attendants should be approximately 1 per 500 patrons.

7. TICKET TAKERS

Ticket Taker personnel should be capable of scanning tickets (as required) or collect, verify and tear approximately one thousand (1000) tickets per hour. They are to prevent unauthorized entry into building, obtain accurate ticket counts by hand or using mechanical or electronic counting devices, perform visual check of patrons entering for contraband items and preventing patron re-entry on a ticket stub without proper authorization. The staffing ratio for Ticket Takers should be approximately 1 per 1000 patrons.

8. BASE OPERATOR

Generally, one (1) Base Operator is required per event, or as requested by the City. The Base Operator is to facilitate system-wide communications for standard and emergency operations. This individual will follow radio policies and procedures set by the City, will answer City phones, provide event information, be capable of coordinating emergency situations, signing in/out keys, radios and materials, ensure lost and found check in and out and any other duties requested by the City to maintain facility operations. Base Operators will be based in the City Facility Event Office or area as designated by the City. This position requires a proficient person capable of handling many tasks at one time; they must be personable and customer focused as they are a prime contact for promoters, tenants, facility personnel, City dignitaries and the general public. As with any employee, the City

reserves the right to require dismissal of incompetent/disruptive employees. Contractor must have a minimum of four (4) people trained and able to operate the Base position.

9. ADMINISTRATIVE ASSISTANT

The City has the discretion to request an Administrative Assistant. The scheduled days/ hours for this position will be set by the City. This person is to be paid benefits in accordance with the terms stated within this proposal. In order to receive benefits, the Administrative Assistant shall work 40 hours per week and must work for 30 days before receiving benefits. A person filling in for the Administrative Assistant is not eligible for benefits.

10. CASHIER

A cashier shall issue parking tickets and collect: all monies, appropriate coupons, and unused parking tickets from Parking Ticket Sellers. The Cashier is responsible for determining, documenting and reporting the amount of cash (personal) each seller has on his/her person upon their arrival at the event site and/or prior to the commencement of the seller's duties. Documentation of the seller's personal cash is to be made on the sign-in/sign-out sheet for each event. The Cashier is also responsible for determining at the time the seller signs-out the amount of cash (personal) he/she has on their person and same shall be documented on the sign -in/sign-out sheet for each event. The Cashier in conjunction with the Parking Event Director are to reconcile beginning and ending personal dollar amount discrepancies and shall take all necessary and acceptable steps to prevent theft. This will include: pre-event audits of employees personal cash, spot audits, secret shoppers, etc. Depending on the event, the Parking Event Director may also act as the Cashier.

11. SELLERS

Sellers shall be competent in the handling of money and audited parking tickets, the placement of same ticket in patron's vehicle, and dealing with patrons in an appropriate manner. It is a specific requirement that each Seller shall agree to disclose to the Cashier and/or the Parking Event Director and/or any authorized Contractor or City official all personal cash they have arrived with at the event site (or at the time of a spot audit) and, further, to disclose to the Cashier and/or Event Director and/or any authorized Contractor or City official all personal cash they have on their person at the time of their sign-out or spot audit. Sellers shall not be teamed up with the same person on a continual basis nor shall sellers be consistently assigned to the same lot. Rather, Sellers will be rotated nightly (for multi-day events) or by event (for single day events) both in the lots they are assigned to and the personnel they are teamed up with. Sellers must have as part of their uniform identification and notification that informs patrons to be sure to receive a parking ticket.

12. PARKING SUPERVISORS

Parking Supervisors shall be in constant contact with the Base Station and Parking Event Director. They must be able to render immediate assistance to patrons and their vehicles. They may be utilized as security at any of the venues or between two or more facilities. Roving vehicle must be on-site and patrolling until all patron vehicles are off the premises (excluding breakdowns, etc.). Roving Parking Supervisors are responsible for spot audits of Sellers for each event. The City determines percentage of Sellers to be audited per event; 100% of the Sellers may be audited. A spot audit shall consist of replacing the Seller with the Supervisor and physically reconciling the Seller's cash (both personal cash and cash received from the sale of tickets) compared to the tickets sold. Any discrepancy resulting from the spot audit shall be cause to replace the Seller with another. Documentation of spot

audits shall be required and may either appear on the sign-in/sign-out sheet for Sellers or may constitute a separate document to be presented to the City with the sign-in/sign-out worksheet. Parking Supervisors may be assigned a given gate, lot or area. He/she shall be in charge of assigned employees in a general area maintaining proper placement of Flaggers, Sellers etc. and will advise the Parking Event Director if a lot is full or if any other changes or adjustments are needed.

13. FLAGGERS

Flaggers shall direct traffic and vehicles within designated areas. Contractor shall issue each Flagger a 400 Sq. Inch (20" x 20") flag for daytime use and a lighted wand for night time use.

P. ON-SITE EMERGENCY TOWING AND SERVICE

Contractor shall provide an on-site tow-truck for certain events when requested by the City. It shall be expressly understood the Contractor shall provide these services only as needed and at the request of the on-site City representative. The public shall not be charged by Contractor for any of these services rendered while on City property. This service may be provided through a Subcontractor, however, proof and compliance by the Subcontractor with all applicable laws, licensing, adequate insurance (including on-hook tow coverage) shall be provided to the City prior to authorization to utilize such an arrangement. This towing service will not duplicate or interfere with the City Towing Service Contract which interacts with the Denver Police Department. Tow service provided is to be limited to jump starts, tire inflation, incidental courtesy assistance to drivers, and short tows which are not pursuant to ordinance violations and/or to incidents where a police officer issues a citation. Tow services are primarily used at Red Rocks and includes relocating vehicles that are incorrectly parked. Contractor shall make best efforts to secure the best pricing from a tow company by securing at least 3 bids from qualified contractors. The City shall make any final approval on the tow company. Contractor shall include the tow services on their billing as a direct cost and include a copy of the invoice from the tow company.

Q. HUMAN RESOURCES / RECRUITMENT

1. Contractor is responsible for recruiting and hiring personnel: City maintains final personnel approval.
2. Contractor shall utilize hiring practices consistent with all federal, state and local regulations including employment practices under the Americans with Disabilities Act (ADA) as amended.
3. Contractor is to use generally accepted practices to be an equal opportunity employer.
4. City requests Contractor attempt to hire from the neighborhood around the venues where employees will be working events.
5. Copies of any employee actions (disciplinary or otherwise) pertaining to activity at Arts and Venues facilities shall be made available to the City as requested.
6. Contractor's employees are employees of Contractor and not the City.
7. If at any time City feels that an employee is not satisfactory, City shall notify Contractor verbally and in writing. Contractor shall attempt to promptly correct employee's conduct to the satisfaction of the City. If employee continues with unsatisfactory conduct, Contractor shall remove employee from City facilities. If employees conduct is so egregious, Contractor shall remove employee immediately.

R. EMPLOYEE APPEARANCE AND CONDUCT

Contractor shall ensure all employees comply with agreed upon dress code standards related to appearance and required uniform while performing Event Staffing and Personnel Services under the contract. Contractor must provide all employees with approved ID Badges to be worn at all times while on/in City facilities. The dress code is to be agreed upon by Contractor and the City, with the City having final approval. Contractor employees will conduct themselves professionally at all times; this includes, but is not limited to, refraining

from seeking autographs and accepting cash or other favors for access to the facilities. Violators are subject to dismissal and possible prosecution. Contractor shall be financially responsible for any damage caused to City property or personnel by Contractor and/or Sub-contractor employees.

The event parking personnel are to wear the specified uniform plus appropriate safety vest, flashlights, flags, and advertisement to tell patrons the parking price and to obtain a ticket. At the available Coliseum parking booths, price signage can be located on the booth itself.

S. CONTRACTOR EMPLOYEE PARKING

The City may provide parking, at no charge, to Contractor employees when all available parking is not required for the event patrons. Assignment of lot and number of spaces will be at the discretion of the City.

T. TICKET COUNTS

Contractor shall verify, tear or scan, and count all tickets to events at the facilities and report the count to the City. The City shall instruct Contractor on the requirements for the ticket count for each event.

U. SEARCHES

As part of the required services, Contractors will routinely conduct searches at the entrance points to the facilities. These searches are conducted to prevent contraband from entering the buildings that may cause damage or harm to the facility or its occupants. The method of searching may vary from show to show, from bag searches, to pat downs, to magnetic wands. In the case of pat downs, Contractor shall ensure that female patrons are searched by female staff. The City shall determine what items are and are not allowed into the venues.

V. EQUIPMENT

The following sections indicate what equipment is to be provided by the City, by Contractor at Contractor's cost, and by Contractor and reimbursed by the City.

1. CITY PROVIDED EQUIPMENT

The City shall furnish the following to Contractor for use during the term of the Contract. Contractor is responsible for the care, maintenance and repair of these items while in their control and possession during the course of this contract.

- a) Radios - The City shall supply an inventory of radios compatible with the City system. The radios shall be assigned to Contractor and Contractor shall be responsible for any damage, theft or loss of the assigned radios. The City shall not be obligated to provide more radios than they have available. Radio types may vary from facility to facility.
- b) Uniform Shirts/Jackets - At its discretion, the City may supply uniform shirts or jackets to Contractor for use during this contract. Contractor shall wash, dry, distribute, collect, make any needed repairs, or replace any damaged or lost uniforms during the course of this contract. Contractor shall not be responsible for normal wear and tear of the uniforms. The intent of City provided uniforms is to project a specific look and feel to the staff working at the facilities. The City reserves the right to determine the required uniform for all positions provided by Contractor. The City may require Contractor personnel to wear business attire (suit pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions. The

City also reserves the right to adorn City provided uniforms with whatever markings they see fit. If the City does not provide uniforms, they may still require certain generic uniforms to be worn by Contractor personnel while on duty for the City (i.e. white shirts, black pants, etc.). The City may allow, at their discretion, Contractor's personnel to wear Contractor's shirts with Contractor's logo.

- c) Traffic Cones - the City shall provide an inventory of traffic cones. Contractor will be responsible to place, use and put away the traffic cones as needed. If traffic cones are lost or damaged because of Contractor's actions, Contractor shall be responsible to replace the cones.
- d) Keys - the City shall assign keys to Contractor as needed to allow appropriate access to facilities. Due to security reasons, if Contractor loses any keys, they will be responsible for the cost of re-keying all affected locks.

2. CONTRACTOR PROVIDED EQUIPMENT (included in mark-up)

The Contractor shall furnish the following to its employees for use during the term of the Contract. Contractor is responsible for the care, maintenance, and repair of these items. These items are furnished at the cost of the Contractor; the equipment costs are considered included in the mark-up.

- a) Vests for parking personnel
- b) Flags for parking personnel
- c) Flashlights for staff
- d) Hand stamps/ink pads as needed
- e) Hand counters as needed
- f) Ticket counting equipment as needed
- g) Any and all equipment necessary for their administrative operation
- h) Business attire (business pants, button down shirt (blouse for women), tie, and jacket for events that require such attire at the request of booked productions through the City.

3. CONTRACTOR PROVIDED EQUIPMENT (reimbursable by City)

These items shall be charged to the City at a unit price comparable to the competitive market:

- a) Additional radios as needed and approved by the City
- b) Wristbands for authorized personnel
- c) Magnetic wands as requested and approved by the City

4. CONTRACTOR PROVIDED VEHICLE(S)

Contractor shall furnish vehicle(s) necessary to perform the required functions of this contract as it relates to parking operations at the facilities. The vehicle must be at least a medium sized (1/2 Ton F-

150, GM 1500), white pick-up truck with a flashing light attached to the roof in good working order capable of performing the assigned duties without undue breakdowns. Vehicles will have appropriate emergency equipment on-board at all times, such as jumper cables, flashlights, flares or safety reflectors and a fire extinguisher. The operator of the vehicles must be able to render assistance at all times while on duty at the Facilities. The City reserves the right to have facility identification applied to vehicle in the form of a magnet or other removable signage. The vehicle shall be a late model vehicle manufactured in or after 2009 or as approved by City. There shall be at least one (1) vehicle at each event at each facility (as requested by City), with the possibility of more vehicles required. The environment in and around Red Rocks poses multiple challenges and the City requires two (2) vehicles to adequately manage the parking operation. At the request of the City, Contractor may be required to supply a second vehicle that meets the criteria herein and bill the City the applicable day rate. Contractor shall be responsible for all operations of the vehicles, inclusive of all mileage, fuel and maintenance. There shall be two (2) pricing levels for supplying vehicles as detailed in Exhibit 8.

W. PARKING OPERATIONS

Contractor shall provide all labor to conduct parking operations at the Facilities as requested by the City. Some events require parking tickets to be sold and other events do not. In the case that parking tickets are sold, Contractor shall conduct and report a pre-event audit of all vehicles present in the lots prior to event, or at the time parking lots are secured for an event.

1. It shall be the responsibility of Contractor to account for all tickets rendered by the City. Contractor shall make deposits according to the terms set forth herein. Contractor shall submit cash handling procedures to the City that shall satisfactorily ensure that all monies they collect are safely deposited into the City's specified bank account. Contractor may hire an armored service to have deposits picked up. The armored service shall supply Contractor with receipt verifying date and time of pick up or make deposit directly with the bank and receiving a receipt from the bank verifying the deposit and the amount. Contractor shall pay for any loss or unaccounted tickets. When parking lots are audited, Contractor shall pay for any shortage (difference) between the tickets sold and the actual number of vehicles present, excluding those vehicles audited at the pre-event count or passes given to promoters of said event by the City.
2. Contractor shall collect and count all parking ticket monies, coupons, tickets and/or passes during events. Contractor shall provide a signed statement to the City after each event consisting of event name, date, parking tickets issued and sold per gate, total dollars collected at each ticket price collected, and grand total. In addition, Contractor shall provide documentation of personal cash carried by Sellers prior to and following each event and the results of any on-site spot audits of Sellers by the roving vehicle Parking Supervisor.
3. Contractor shall be responsible for conspicuously posting applicable parking fee signs at each point of sale and each Seller shall display the applicable parking fee. Contractor shall display and remove all signage dictated by the City. Said signage must meet City's approval and shall be easily readable by users of the City's facilities. Contractor is responsible for placement and the removal of fee signs, portable sign, cones or any other equipment needed for the event. Contractor is responsible for the opening, closing and locking of entry gates and for turning on and off designated lights at appropriate times before, after and during the event.
4. When applicable, the City shall provide Contractor with the necessary parking tickets to sell to patrons. Tickets will not come from any other source. Contractor shall assure compliance with the "Parking Lot Ticket Coupon Policy" to be issued upon award.
5. Each Facility has unique parking policies and procedures that change from time to time and Contractor shall assist and comply with developing and implementing these policies and procedures as they exist or as modified and approved by the City. Each facility and events have their own unique

needs. In general, Contractor shall be responsible for the collection of the parking fees, directing traffic flow, controlling ingress and egress and to keep congestion and back-up to a minimum. Contractor shall be responsible for set-up of temporary barricades, cones and other devices when and as needed for event, and to strike same after event is over. Contractor shall temporarily close certain areas and roads as needed, open and close gates as directed, and shall maintain all fire lanes, exits and entrances throughout the event and insure patrons can leave the facility and parking area at any time during the event.

6. The Parking Lot Supervisor shall update the City by radio at regular intervals on the over-all traffic and parking operations and immediately of any and all out of the ordinary conditions such as traffic backups or other problems that may have a negative impact on our patrons. Contractor shall check assigned parking area(s) and shall report promptly to the City any of the areas serviced regarding appearance, cleanliness, hazards, maintenance repair, lighting, inappropriate gates locked open or closed, and any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.
7. The City will provide a safe located at the Coliseum, and it is Contractor's responsibility to change the combination for Contractor's sole use.

X. OTHER SPECIFIC REQUIREMENTS

1. Personnel as specified in this proposal shall not accept tips or collect additional money for any purpose or reason.
2. Contractor employees shall report to work ready to assume duty in the uniform and with the equipment required for their position. All Contractor personnel must be at their post prior to the doors opening to the public and as stated on the personnel request sheet as approved by City. Personnel shall check assigned area for appearance and safety. Pre- and post-event meetings may be conducted at the discretion of the City. Personnel shall not to leave their station or door unless relieved by a supervisor or a relief person. They shall also be responsible to get the public out of the facility after each event, to lock the doors and secure the facility.
3. The City will notify Contractor whenever anyone on the job, in its opinion, is incompetent or is using profane or abusive language to any person, including a representative of the City on the worksite. That person will be discharged by Contractor management from the worksite and shall not be re-employed thereon except with the express consent of the City.
4. Contractor shall report promptly to the City, any irregularities in any of the areas serviced regarding heating and ventilating equipment, lighting, seats, furniture, broken windows or doors, dispensing equipment in restrooms, or any other condition that may require the City's attention for repairs, cleaning, adjustment or replacement.

Y. TRAINING REQUIREMENTS

1. Contractor shall be responsible for providing competent and trained employees. This shall include general industry knowledge as well as venue specific information. The City shall be fully engaged in Contractor's training program.
2. Records detailing employee training shall be kept in each employee's file and available for review by the City.
3. All training is at the expense of Contractor. Bidder's net percentage mark-up to the City shall include the cost of program development and paying employees during training, if needed. Contractor shall

provide a current copy of all training material as it pertains to the facilities to the City.

4. Contractor is encouraged to train employees in as many different jobs and classifications as is practical. This should lead to more versatility and knowledge for employees. Motivational programs are also encouraged.
5. The City reserves the right to have a representative attend any training sessions that relate to the execution of this contract.

TRAINING PROGRAM

Contractor shall develop at no cost to the City an Informational and Training Program for each facility, which will be provided to all personnel assigned to each facility. This program must demonstrate a detailed and fully developed operational plan for Contractor's performance and a detailed plan for the ongoing training of Contractor's personnel. This program is to be in place prior to commencement of Event Staffing and Personnel Services.

Contractor's Training Department personnel shall work closely with the City in developing the City authorized training program and reference manuals for their staff.

The Training Program may include, but is not limited to, the following;

- a) Customer Service Curriculum is the highest priority
- b) Conduct/Appearance of Contractor's Personnel
 - a. Crowd psychology and control
 - b. Limited force patron removal techniques
 - c. Basic grooming, dress code and requirements to meet standards set by the City
 - d. Recognition of Facility and City Officials
 - e. Requirements of the Americans with Disabilities Act of 1990 - Ability to provide good customer service to guests with disabilities
 - f. Practice on giving explicit directions, using courteous and tactful words and gestures, maintaining order among patrons, dealing with difficult patrons and guests, handling ticket problem
- c) Operational Procedures
 - a. Emergency procedures (evacuation)
 - b. Complaint procedures
 - c. Procedures for transferring people to Denver Police or Paramedics
 - d. Ticket taking and admission; Handling monies and parking tickets and/or coupons
 - e. Instructions in not clustering in groups to chat, maintaining the station, and enforcing specific facility rules, such as no smoking rules and the Techniques for Effective Alcohol Management (TEAM) program - www.teamcoalition.org/about/about.asp
 - f. Safety awareness
 - g. Knowing where to go for help and what to do in case of accident, sickness, fire, patron ejection, arrest and disturbance
 - h. Demonstrating the safest way to lead people up and down stairs with and without the benefit of houselights and the proper use of flashlight
 - i. Instruction in basic first aid, CPR and AED training
 - j. Proper procedure for turning in lost and found items
 - k. Chalk-marking seat numbers on portable chairs and row numbers on floors
 - l. Radio procedures and policies

- m. Traffic operations, including the manuals for respective facilities information regarding events
- n. Handling of monies and parking tickets and/or coupons
- d) Reporting
 - a. Report writing for event history, possible witness and testimony, if and as needed, for legal appearance
 - b. Proper way of completing damage and maintenance reports
 - c. Incident reports must be filled out by employees anytime an injury or an incident occurs that they are involved in or witness
- e) Facility Orientation
 - a. Information on all seating, sections, rows and seat numbers
 - b. Location of restaurants, first aid, security, smoking areas, ticket offices, exits, elevators, phones, security, arena management, janitorial service, etc.
 - c. Facility facts (history, cost, total seats and parking spaces, routine performance facts, etc.)
 - d. Information on Box Office hours and location

The enforcement of the above, including City and Agency laws, rules, regulations, policies and ordinances, is the responsibility of the Contractor. Failure to enforce or follow these will result in progressive disciplinary actions up to dismissal from Arts and Venues facilities.

Reference Manual is to be a booklet easily carried by Contractors employees while on duty. At a minimum it will contain information on the venues, standard operating and emergency procedures, and incident reporting.

Z. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The City requires that all employees under this contract be trained in policies and procedures developed by the City and Contractor in order to provide an enjoyable experience for all City patrons who have mobility impairments or other disabilities. Specifically, the policies and procedures will include, but not be limited to the following subjects:

1. Treating people with disabilities with courtesy and respect
2. How to explain and administer the parking and shuttle system, including but not limited to Accessible Parking Spaces and Van Accessible Parking Spaces, the shuttle system, and the drop off system. (The City employs a Contractor to run an accessible shuttle between the Upper South Lot and the Backstage Lot at Red Rocks.)
3. The steps to be taken to ensure quick passage of the shuttle busses retained by the City to access the backstage road at Red Rocks
4. The procedure for arranging for a shuttle bus to pick up a person using a wheelchair during an event at Red Rocks
5. The procedure for converting "disabled parking only" signs to "unrestricted parking" signs during an event at all applicable City facilities
6. The procedure for monitoring the use of the disabled parking spaces at all applicable City facilities and the procedures for ticketing violators during an event
7. How to fill out forms necessary to the record keeping regarding the accessible parking at all applicable City facilities
8. The location of accessible parking at all applicable City facilities

AA. PAYMENT OF LIVING WAGES PROVISIONS

Any direct service contract in excess of two thousand dollars (\$2,000.00) arising out of this proposal shall be subject to the following provisions concerning the payment of living wages to Covered Workers: Section 20-

80 of the City's Revised Municipal Code and , in the event of any inconsistency between the Code provisions and following provisions, the Code provisions shall govern.

1. The Living Wage Rate as of solicitation publication is \$10.60/hour.
2. Contractor's employees engaged in the work of a parking lot attendant, security guard, or child care worker at any public building or public parking facility owned by the City, or clerical support worker, pursuant to a direct service contract with the City, shall be paid not less than the Living Wage as set forth in this proposal.
3. Contractor or his/her Subcontractor shall pay Covered Workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between Contractor or Subcontractor and such Covered Workers.
4. Contractor shall post in a prominent and easily accessible place to Covered Workers at the site of the work the scale of the Covered Workers' wages to be paid by Contractor and all Subcontractors working under Contractor.
5. If Contractor or any Subcontractor shall fail to pay such wages as are required by the contract, the City may, at its option, by written notice to Contractor, withhold further payments to Contractor, or suspend or terminate Contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, Contractor shall be liable to the City for any excess costs occasioned the City thereby.
6. Contractor shall furnish to the City's Auditor, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers employed under the contract, either by Contractor or Subcontractors. Such records will include the number of hours worked by each Covered Worker, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by each Covered Worker.
7. The copy of the payroll record shall be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the contract either for Contractor or Subcontractors, that payments were made to the Covered Workers as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under the City Contract, either by Contractor or by any Subcontractor, have been paid the living wages as set forth in the City specifications.

As used herein, the "Living Wage" shall equal the amount set forth as the poverty guideline for the forty-eight (48) contiguous states and the District of Columbia for a family unit of four (4), updated annually in the Federal Register by the U .S. Department of Health and Human Services under authority of 42 U .S.C. § 9902(2), divided by the number 2080.

BB. CITY AND COUNTY OF DENVER AND VENDER THIRD PARTY RECEIPTING CONTROL

CITY FUNDS BUSINESS MANAGEMENT RULES

Funds (as defined by Denver Revised Municipal Code 20-36) gross of any fees are the property of the City and must post directly to the City's bank account per Charter Section 25.3, DMRC 20-36 and 20-

38 and Fiscal Rule 2 .6. If credit cards will be processed, a City-owned Merchant Identification code (MID) must be used. In the case of chargeback's, Contractor will provide the applicable transaction information upon request for the City to effectively dispute the reversal.

Funds must be deposited daily into the City's bank account. Any third party service handling money for transportation to the bank should be bonded. The City's preferred method is via armored car. It is the responsibility of Contractor to ensure deposits are receipted at the bank the same day they are picked up. If this does not occur, Contractor will reimburse the City for interest lost due to the inability to invest those funds.

Lock box accounts must use one of the City's contracted banks, currently J P Morgan Chase, U.S. Bank and Venra.

In the event counterfeit bills are received, the Contractor will notify the City of the short payment. It will be the responsibility of the Contractor to exercise due diligence in the collection of those funds.

For online transactions, considered an Alternative Form of Payment pursuant to the Department of Finance Rule and Regulations #2, an administrative fee of no more than 2.5% of the transaction for credit cards and \$3.00 for E-check payments can be assessed. If approved by the Department of Finance for use, this must be communicated to the customer and the customer must have the option to opt out prior to final payment submittal. The fee will be implemented at the City's sole discretion.

Contractor will ensure that industry standard cash and credit card handling procedures are used.

Contractor will ensure compliance with the National Automated Clearing House Association and applicable rules and regulations surrounding Fed wires when processing ACH or Wire payments.

Contractor will ensure compliance with the Payment Card Industry Data Security Standards and applicable industry rules and regulations surrounding the acceptance of credit and debit card payments.

Online and - if requested, paper copy - activity reporting will be available to the designated City employee(s).

If Contractor is responsible for the collection of returned checks, pursuant to City Charter Section 53-3 no more than \$30 shall be charged for these items. In the event a check is returned, the Contractor will notify the City and exercise due diligence in the collection of those funds. This fee is only applicable to checks.

The City (Department of Finance, Financial Management section) has final approval of all receipting processes.

CC. CREDIT CARD TRANSACTION REQUIREMENTS (AS REQUIRED IN THE FUTURE)

Contractor must provide verification to the City, prior to start up and ongoing annually during the term of this Agreement, that all modules of Contractor's or any Subcontractor's or supplier's system(s) that interface with or utilize credit card information in any manner or form of collection are Payment Card Industry Data Security Standards (PCI DSS) compliant. Contractor and its Subcontractors and suppliers shall not retain or store CVY2/CYC2 data subsequent to authorization of a credit card transaction, shall prohibit disclosure of any and all card holder information, and in the event of a disclosure of credit card information of any kind, shall provide, at Contractor's sole expense, all necessary and appropriate notification to parties and persons affected by such disclosure. Contractor

covenants and agrees to comply with Visa's Card holder Information Security Program/CISP, MasterCard's Security Data Program and SDP Rules, and with all other credit card association or National Automated Clearing House Association (NACHA) rules or rules of member organizations, and further covenants and agrees to maintain compliance with the Payment Card Industry Data Security Standards (PCI DSS).

ADDITIONAL CREDIT CARD INDEMNIFICATION LANGUAGE:

In addition to all other defense and indemnity obligations undertaken by Contractor under this Agreement, Contractor, to the extent that its performance of this Agreement either directly or through a Subcontractor or supplier includes the allowance of utilization by members of the public of credit cards to pay monetary obligations to the City or Contractor, or includes the utilization, processing, transmittal and/or storage of credit card data by Contractor or a Subcontractor or supplier, shall defend, release, indemnify and save and hold harmless the City against any and all fines, penalties, assessments, costs, damages or other financial obligations, however denominated, assessed against the City or Contractor by credit card company(s), financial institution(s) or by the National Automated Clearing House Association (NACHA) or successor or related entity, including but not limited to, any credit card company fines and fees, regardless of whether considered to be consequential, special, incidental or punitive damages, costs of notifying parties and persons affected by credit card information disclosure, the cost of replacing active credit cards, and any losses associated with fraudulent transaction(s) occurring after a security breach with respect to credit card information, and shall defend, release, indemnify, and save and hold harmless the City from any and all claims, demands, suits, actions, liabilities, causes of action or legal or equitable proceedings of any kind or nature, of or by anyone whomsoever, in any way affected by such credit card data or utilizing a credit card in the performance by Contractor or any Subcontractor or supplier of this Agreement. In furtherance of this Contractor covenant to defend and indemnify, Contractor shall maintain compliance with the Payment Card industry Data Security Standard (PCI DSS) and with all other requirements and obligations related to credit card data or utilization set out in of this Agreement.