

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SP PLUS CORPORATION**, a Delaware corporation, authorized to conduct business in Colorado, with a principal place of business located at 200 E. Randolph Street, Suite 7700, Chicago, IL 60601 (“Contractor”), jointly “the Parties” and individually a “Party.”

WITNESSETH:

WHEREAS, The Parties entered into a Management Agreement dated May 03, 2022 (the “Agreement”) to provide for the management and operation of the Lots and Garages for the general public.

WHEREAS, The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other Amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A...” in the Agreement shall be amended to read “...Exhibit A and Exhibit A-1...”, as applicable. “**Exhibit A-1**” is attached and incorporated to the Agreement as a part of Attachment 1.

2. Section 2 of the Agreement entitled “SERVICES TO BE PERFORMED”, Subsection 2.1 is amended as follows:

“2.1 As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in Exhibit A and Exhibit A-1, the Scope of Work, found in Attachments 1 and 2, to the City’s satisfaction. From January 1, 2022 until the execution of this Amendatory Agreement, the Department of Transportation and Infrastructure (“**DOTI**”) will not administer the DPAC garage and the Scope of Work in Attachment 2 shall control. Upon execution of this Amendatory Agreement, DOTI will re-administer the DPAC garage and the Scope of Work contained in Exhibit A-1 shall control.”

3. Section 3 of the Agreement entitled “**TERM**”, is amended to read as follows:

“3. **TERM:** The Agreement will commence on October 1, 2021, and will expire on September 30, 2026 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

4. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.4 entitled “**Maximum Contract Amount**”, Subparagraph 4.4.1 is amended to read as follows:

“4.4. **Maximum Contract Amount:**

4.4.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$9,500,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibit A**, found in Attachments 1 and 2. Any services performed beyond those in **Exhibit A**, found in Attachments 1 and 2, are performed at the Contractor’s risk and without authorization under the Agreement.”

5. The parties agree and understand that the Denver Parking Management agreement between the City and Contractor dated May 3, 2022 (the “DPAC Agreement”) for the parking management of the Denver Performing Arts Complex located at 1055 13th Street, Denver Colorado (“DPAC”) will not be renewed after the term expires on December 31, 2024. After expiration, the parking management of the DPAC garage shall be included in this Agreement as described in Exhibit A-1. The scope of work for the DPAC garage shall be added on January 1, 2025, to this current Agreement. The Maximum Contract Amount shall include the costs and fees associated with the DPAC operations starting January 1, 2025. Until such time the DPAC Agreement independently exists, the payments associated with the DPAC Agreement shall remain independent of this current Agreement.

6. Section 21 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**”, is hereby deleted in its entirety and replaced with the following:

“21. INTENTIONALLY OMITTED.”

7. A new Section 44 of the Agreement entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**44. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

8. As herein amended, the Agreement is affirmed and ratified in each and every particular.

9. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

[SIGNATURE PAGES FOLLOW]

Contract Control Number: DOTI-202474838-01-[202160398-01]
Contractor Name: SP Plus Corporation

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

DOTI-202474838-01-[202160398-01]
SP Plus Corporation

By:  Signed by:
FDD5AB1793F04A4...

Name: Dave Lombardi
(please print)

Title: Senior Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-1

SCOPE OF WORK

PARKING OPERATIONS FOR CITY PARKING FACILITIES STANDARD OPERATING PROCEDURES

This Scope of Work for professional parking facility management is between the City and County of Denver (here in- after referred to as the “City”) and a qualified professional parking operator (here in-after referred to as the “Contractor”).

By terms of this management agreement, the Contractor will operate three (3) parking garages (here in-after referred to as the “Garages,” or individually as “Garage” and seven (7) parking lots (hereinafter “Lots,” or individually as “Lot”) on behalf of the City. This Scope of Work constitutes the basic guidelines, standards, and specific procedures for the operation and maintenance of the Garages and Lots that the City requires the Contractor to meet. These guidelines, standards, and procedures are subject to change at the discretion of the City by written notification from the Manager of Curbside and Parking (here in-after referred to as the “Manager”). See Section E City Oversight, for specifics daily oversight of each facility. Failure to abide by this Scope of Work, at the discretion of the City could constitute a breach of this Agreement.

The three (3) parking Garages under this management Agreement are as follows:

- 1) Denver Justice Center Garage – 490 West 14th Avenue, Denver, Colorado
- 2) Cultural Center Complex Garage - 65 West 12th Avenue, Denver, Colorado
- 3) Denver Performing Arts Complex – 1055 13th Street, Denver, Colorado

The seven (7) surface public parking lots are:

- 1) Acme Parking Lot – 1430 14th Street, Denver, Colorado
- 2) Auraria Parking Lot – 1310 Larimer Street, Denver, Colorado
- 3) Bannock Parking Lot – 1345 North Bannock Street, Denver, Colorado
- 4) Chestnut Parking Lot – 2004 Chestnut Place, Denver, Colorado
- 5) Firehouse Parking Lot – 1322 Blake Street, Denver, Colorado
- 6) Cherry Creek Library – 305 Milwaukee Street, Denver, Colorado
- 7) South Elati Parking Lot – 1309 North Elati Street, Denver, Colorado

SECTION I: AREAS OF GARAGE AND LOT MANAGEMENT

- A. The Contractor, per this Scope of Work, will professionally manage the following Garages:

Denver Justice Center Garage – 490 West 14th Avenue

The Contractor will manage **637** multi-purpose parking spaces serving reserved parking and paid public parking in the Golden Triangle, Government Campus, Civic Center areas, and events in the vicinity. Monthly permit parking (restricted availability – no public monthly permits) is offered in this Garage.

Cultural Center Complex Garage – 65 West 12th Avenue

The Contractor will manage **952** parking spaces serving paid public parking in the Golden Triangle, Central Business District, Government Campus, Civic Center areas, and events in the vicinity. Monthly permit parking is offered in this Garage.

Denver Performing Arts Complex Garage – 1055 13th Street

The Contractor will manage **1,743** parking spaces serving paid public parking in the Theatre District, Central-Business District, and events in the vicinity. Monthly permit parking is offered in this Garage.

- B. The Contractor, per this Scope of Work, will professionally manage the following Lots:

Acme Lot - 1430 14th Street

The Contractor will manage **35** parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity.

Auraria Lot - 1310 Larimer Street

The Contractor will manage **53** parking spaces serving public paid parking for the Central Business District, Auraria Campus and events in the vicinity.

Bannock Lot - 1345 N. Bannock Street

The Contractor will manage **33** parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

Chestnut Lot – 2004 Chestnut Street

The contractor will manage **48** parking spaces serving public paid parking for the Prospect, Union Station, and Ballpark Neighborhoods and events in the vicinity, including Coors Field.

Firehouse Lot - 1322 Blake Street

The Contractor will manage 54 parking spaces serving public paid parking for the Central Business District, Auraria Campus, and events in the vicinity-

South Elati Lot – 1309 N. Elati Street

The contractor will manage **35** parking spaces serving public paid parking for the Central Business District, the Golden Triangle, Government Campus, and events in the vicinity, including Civic Center Park.

Cherry Creek Library – 305 Milwaukee Street

The Contractor will manage **20** parking spaces serving public paid parking for the Cherry Creek Library and the Cherry Creek Business District.

- C. The City, at any time, may give notice in writing to the Contractor if the amount of parking stalls managed in the Garage(s) or Lot(s) increases or decreases. The City may add or subtract Facilities within this management agreement without immediately amending the Management Agreement.

- D. On-Call. As-Needed Services

On-Call, As-Needed Services at other City facilities separate from the Ten (10) identified above in Section I, paragraph A. If approved by the City, a flat rate hourly fee plus reimbursable expenditure may be charged by the Contractor for “on-call, as-needed” services to other, non-contracted parking facilities owned by the City, but not associated with the Garages or Lots.

“On-call, as needed” services include, but not limited to, enforcement, porter duties, light duty maintenance, and customer service or attendant services. The option by the City to agree to the On-Call Services Fee is separate to the Management Fee for the Garages and Lots. The City, at its sole

discretion, may reject the On-Call Services Fee option without affecting the acceptance of the Management Agreement for the garages and lots mentioned in the Agreement.

E. City Oversight

The Denver Performing Arts Complex – 1055 13th Street, Denver, Colorado

The Denver Performing Arts Complex Parking Garage is owned by the City and County of Denver but managed independently by Denver Arts and Venues (DAV) from the Department of Transportation and Infrastructure (DOTI). The Arts and Venues department is responsible for overseeing the management and services of the with the third-party contractor as it relates to the Arts Complex parking garage, and the day-to-day operations of the parking garage within the complex, including tasks such as maintenance and repairs, safety and security, regulatory compliance, customer service, marketing and promotion and revenue management. These guidelines, standards, and procedures are subject to change at the discretion of the City by written notification from the Safety, Security and Parking as it relates to all management and operations for the Denver Performing Arts Complex Parking Garage). All guidelines, standards and procedures listed above for the Contractor as related to the Contractor for garages under DOTI management must also be applied to the garage managed by DAV.

Additional responsibilities from other garages listed in this contract include:

- Management of pedal bicycle, e-bike or e-scooter stalls or structures, either/both daily or monthly use, may be requested from Contractor.
- Tracking, separation and submission of funding from Validations and E-Commerce operations must be transferred to DOTI operations at the Cultural Center.
- Use management of the offices occupied by the current parking contractor is managed by Denver Arts and Venues.

Department of Transportation & Infrastructure (DOTI) is responsible for overseeing the management and services of the third-party contractor as it relates to the Denver Justice Center Garage, Cultural Center Complex Garage, Acme Lot, Auraria Lot, Bannock Lot, Chestnut Lot, Firehouse Lot, South Elati Lot, and Cherry Creek Library, and the day-to-day operations of the parking facilities as outlined in this contract.

SECTION II: BUDGET AND REIMBURSABLE EXPENSES

A. Annual Budget

Within thirty (30) days of the execution of the Agreement, the Contractor shall submit to the City for approval, an annual budget of projected costs for each Garage and the Lots. The budget shall be submitted each year on a date approved by the City. The annual budget must be approved in writing by the City. The budget shall include the following items:

1. Salary costs for managers and wages for all other employees according to classification supporting this agreement.
2. Employee benefit cost, which includes, according to category, FICA, City Occupational Tax, Worker Compensatory Tax and all other city approved employee benefits.

3. All other approved categorized expenses as allowed by this Agreement, which include, but are not limited to:

- Security at Cultural Center only (schedules to be approved by the City). Additional parking facilities may be added to security contract in the future with approval from City.
- Off-Duty Police Officers (event traffic control)
- Uniforms
- Ticket inventory for revenue access control system
- Telephone (landline, fax and manager/supervisor cellular phones)
- Postage
- Transponders, hang tags, or other approved devices used to manage monthly parkers
- On-site office equipment and supplies
- Receipt paper roll inventory for revenue control system(s)
- Parking access control equipment repair and preventative maintenance
- Payment systems repair and preventative maintenance
- PayByPhone mobile payment fees
- Servicing EV Stations
- Audit supplies or services
- Cleaning and janitorial equipment and supplies
- Power sweeping
- Power washing
- Snow and ice removal services and resources
- Trash and graffiti removal
- Striping (line painting), curb painting and island painting
- Signage
- Sign installation and repair
- Customer refunds
- Itemized Miscellaneous Expenses
- Insurance charges established by Contractor required under this Agreement and specifically set forth in the Budget
- Management fees
- Itemized Miscellaneous Expenses not included in the annual budget must be approved in writing by the City

B. Amendments to Budget

Amendments, changes, or modifications to the budgets can be made only by written request by the Contractor and written approval by the City. These amendments must be approved prior to any expenditure in the modified item.

C. Reimbursement of Monthly Expenditures

The City will reimburse the Contractor for the approved operating expenses (listed previously within this section). The Contractor shall maintain complete original files and journals of all cash disbursements, including payroll, at a location available for review by the City within a 24-hour notice. The following procedures pertain to the cash disbursement system:

1. All payroll expenditures will be recorded in a register and supported by approved timecards. For Prevailing Wage certification and approval, the Contractor must supply the Prevailing Wage office all required payroll information on a monthly basis. This information must be submitted through the on-line Prevailing Wage certified system. In the event there are changes to **SP+**'s labor or employment costs then **SP+** will be reimbursed for those increased costs.
2. All fringe benefit and payroll tax payments must be supported by pertinent tax returns and cash disbursements or accounts payable records.
3. All disbursements will be supported by voucher files that include original invoices and receipts (scanned copies of originals will suffice). Invoices and receipts that are illegible, not dated or labeled will not be reimbursed. If the City has a question on the legitimacy or accuracy of an item to be reimbursed, the item will not be reimbursed until it can be confirmed by the City
4. No later than the **15th** day of the following month, the Contractor will submit the previous month's expenditures to the City for reimbursement, along with the previous month's revenue report(s).
5. Reimbursement to the Contractor from the City will be made within thirty-five (35) days of receipt and approval of expenses. Expenditures submitted to the City will include the original invoice or receipt (scanned copies will suffice) showing date paid and Contractor voucher number and specify the approved budget line item.

Expenditures that have not been approved by the City will not be reimbursed. The expenditure report will show the approved budget, monthly and cumulative expenditures for each budget line item. No expenditures exceeding the budget or in variance with the budget will be processed for reimbursement until the expenditure has been justified and approved by the City. Incomplete or inaccurate expenditure and financial packages will require the Contractor to resubmit proper documentation, including a newly dated original invoice reflecting the date in which the packages were deemed complete and acceptable by the City.

D. Reimbursement Exclusions

The following items are expressly excluded from reimbursement as operating expenses under the Budget. These items shall be provided, if applicable, by the Contractor at their own expense:

1. Executive and administrative level overhead expenses not previously approved
2. Contractor office lease/mortgage payments
3. Office equipment, including furniture and computers
4. Costs of repairs for damaged City property caused by Contractors negligence
5. Travel expenses outside the City and County of Denver
6. Entertainment expenses
7. Professional memberships and subscriptions
8. Losses and expenses associated with theft or robbery of Garage revenue
9. Losses and expenses associated with employee theft, shortage, or mismanagement
10. Deductibles, if any, on all bonds, insurance policies, and programs

SECTION III: RECORDS AND REPORTING

A. The following daily or continuous records and reports will be maintained for each Garage and Lot and available for inspection by the City:

1. Daily total count of all vehicles entering and exiting the Garage for each gate
2. Daily total sales receipts (cash, credit card and monthly transactions)
3. Daily combined recap of all cashier booth and pay-station activity
4. Daily account of monthly or other permits sold (Contractor to supply, sell and control use of
5. monthly permits)
6. Daily account of all ticket validations, discounted tickets, and miscellaneous revenue received
7. Daily report of all Garage incidents (including security)
8. Garage closure log detailing specific times and reasons for closures
9. Daily Inventory County for Overnight Vehicles

B. Monthly records and reports. The following information for each Garage and surface lot will be reported monthly to the City:

1. By the Fifth (5th) business day of the following month:
 - Preliminary Total Gross Revenues, by category (i.e., daily transient, special event, monthly) for the previous month.
2. By the Fifteenth (15th) calendar day of the following month:
 - Cover letter summarizing any significant variances in revenue and expenses and any significant abnormalities occurring in the Garages and surface lots during the month
 - Profit and Loss Statement (detailed) by month and year to date – Total Gross Revenues by category & Expenses by category
 - Revenue Summary Report(s)
 - Graphs, in color, indicating current month vs. same month prior year
 - Detailed Deposit Report(s)
 - Payroll Distribution Report
 - Annual Budget Roll-up Summary
 - Monthly Parker Billing Detail
 - Monthly Parker Accounts Receivable Detail
 - Aging Account Receivables Report
 - Variance report of revenues and expenses - Current month vs. budget, YTD vs. budget, and current month vs. same month prior year
 - Ticket Summary report detailing by date all tickets issued and collected by category along with missing tickets
 - Monthly expenditure report by budget item showing current month and year-to-date
 - Copies of original invoices supporting the expenditures
 - Citation Summary (issued, revenue, and outstanding) – if required/applicable
 - Occupancy report generated from revenue control software
3. The Contractor shall provide accurate monthly reports and supporting documentation for

reimbursable expenses to the City no later than the fifteenth (15th) of each month and shall deliver other accurate reports no later than the agreed upon schedule of time. The Contractor will reconcile total monthly receipts with Finance and Administration accounting no later than the fifth (5th) of the month.

In addition to the reports listed previously, the following reports are to be maintained by the Contractor and released to the City upon request.

- Counter logs (gates, ticket dispensers and loop count, if applicable)
- Cashier shift reports
- Bank deposit reports
- Monthly parking database including free and discounted parkers
- Ticket inventory (received and issued)
- NSF check report/log

All Contractor reports must be approved by the City.

4. Originals of all settlement sheets, cashier shift reports, deposit slips, and tickets separated by shift will be stored at a secure location available with a 24-hour notice for a minimum of three years and made available at any time for review by the City.
5. A cash receipts journal system will be maintained at the Contractor's office to record daily deposits and revenue types. This journal will be used to provide daily transient and monthly deposit information at any time to the City.
6. The Contractor will maintain a list of Non-Sufficient Funds (NSF) checks up to one year old. Transportation and Infrastructure Finance Department will report to the Contractor any NSF checks verified by the bank. The Contractor will attempt to collect a fifty (\$50.00) dollar NSF fee from the customer. Active collection efforts will be used by the Contractor for up to sixty (60) days. After sixty (60) days, un-collected checks will be returned to Transportation and Infrastructure Finance and Administration with a detailed explanation of all collection efforts.
7. All reporting is subject to change with the installation of new PARCS equipment and will have new process.

SECTION IV: DEPOSITS AND SETTLEMENTS

A. Deposits

The Contractor shall deposit all monies collected into designated City bank account(s) at a minimum within 24 hours of the collection date, Monday through Friday, and shall provide documentation of the date and time of the deposit transaction. All pay stations, from each Garage and Lot, shall be collected daily (Monday through Friday), unless previously authorized by City.

(See the following deposit rules and examples)

RULE 3.4 – RECEIPT AND DEPOSIT

Adopted Date: 08/02/2010 Revised Date: 10/12/2017

PURPOSE

The purpose of this rule is to document the City and County of Denver's (city) policy as to the proper acceptance, processing, depositing, and accounting of receipts. Every department or agency collecting receipts from taxes, licenses, fees, fines, penalties, forfeitures or any other source by any officer or employee of the city or any department or agency in their official capacity or during the performance of any official duty, shall follow this fiscal accountability rule and the associated Cash Handling Procedure. These shall be read in conjunction with the below City Charter, Denver Revised Municipal Code, and fiscal accountability rules noted to ensure compliance and understanding:

- [City Charter Article II – Mayor and Executive Departments, Part 5 – Finance §2.53 and §2.54](#)
- [Denver Revised Municipal Code – Chapter 20 – Finance, Article III. – Disposition of Funds, Division 2. – Handling of Receipts and Procedures for Making Refunds, Sec. 36 and 38](#)
- [Fiscal Accountability Rule 2.4 – Separation and Rotation of Duties](#)
- [Fiscal Accountability Rule 3.3 – Change Funds](#)

DEFINITIONS

Business Cycle – The period beginning when receipts are accepted and ending when the receipts are deposited. This is typically at the end of a business day, but may be at the end of a shift, or at any point when receipts are compiled to make a deposit. Business cycle and deposit frequency shall comply with this fiscal accountability rule.

Deposit – The act of depositing money into a city bank account. Deposits can be made electronically (imaged checks, credit cards, wires, and Automated Clearing House (ACH) payments) or manually (cash and checks delivered to the bank).

Change Fund Administrator – All sources of U.S. dollar payments in the form of paper, coin, check, cashier's check/official check, money order and electronic fund transfers (EFT). A debit or credit card, with a major network logo that the city accepts, will be processed in accordance to the terms and conditions associated with the issuer; conversion rates may apply for international debit or credit cards.

- **Cash** – U.S. paper currency or coin.
- **Check** – Negotiable paper instrument drawn on a bank for the authorized signer payable to a third party.
- **Cashier's/Official Check** – A prepaid paper instrument to be handled the same as a check.
- **Money Order** – A printed order for payment of a specified sum, issued by a bank or post office.
- **Credit Card** – A plastic card having a magnetic strip or embedded micro-chip issued by a bank or other financial institution or business authorizing the holder to buy goods or services.

- **Debit Card** – A plastic card having a magnetic strip or embedded micro-chip issued by a bank or other financial institution or business that draws funds from the customer’s bank deposit account via ATM or point-of-sale transaction.
- **Electronic Funds Transfers (EFT)** – An Automated Clearing House (ACH) or wire transfer transaction.

RULE

1. A department or agency shall establish, maintain, and monitor internal change fund policies and procedures. The policies and procedures may be more restrictive, but not more generous, than this fiscal accountability rule and the associated procedure as long as the more restrictive policies and procedures are consistently applied.
2. A department or agency shall ensure every receipt stored on site is secured at all times.
3. A department or agency shall ensure adequate internal controls regarding separation and rotation of duties are in place in accordance with [Fiscal Accountability Rule 2.4 – Separation and Rotation of Duties](#).
4. Receipts from every source shall be deposited into a depository account designated and approved by the Manager of Finance.
5. All receipts shall be counted and reconciled to the point-of-sale or payment system at the end of each business cycle. This activity shall be recorded in the city’s financial system of record at a minimum of once a week.
6. A deposit shall be made each day the cumulative total of cash and checks to be deposited reaches \$500, or once each week, whichever comes first.
7. All credit and debit card activity shall be batched and manually or electronically transmitted and deposited to the bank each business day.
8. A check, debit card, and/or credit card shall not be accepted for payment of an amount in excess of the required payment.
9. A proof of payment receipt from a cash register or a manual control-numbered receipt shall be provided to the payer either physically or electronically, whether a payment is received in person, by phone, or through the city’s web based payment/cashiering interface.
10. Every department and agency accepting debit or credit cards shall comply with city’s [Payment Card Industry \(PCI\) Security Policy](#) (refer to [Procedure 3.4 – Cash Handling](#)).
11. Every department or agency shall create and maintain a **Cashier Close-Out Procedure** addressing how they will document the cash drawer count and payment system.
12. A department or agency shall create and maintain an **Over/Short Resolution Plan** addressing how they will respond to employees experiencing receipt and deposit overages/shortages. Employees shall not under any circumstances pay for shortages or keep excess funds (overages).
13. A department or agency shall review their cash handling policies, processes, and procedures annually to ensure they are current and in compliance with applicable fiscal accountability rules. Any updates to a department or

agency cash handling policies, processes, and procedures shall be reviewed and approved by the Cash, Risk and Capital Funding Division prior to implementation.

14. Any department or agency exceptions to these fiscal accountability rules shall be submitted in writing to Cash, Risk and Capital Funding for review and approval.

AUTHORITY AND ACCOUNTABILITY

The **Controller's Office** and the **Cash, Risk, and Capital Funding Division** are responsible for this fiscal accountability rule and any procedures, guides, job aids, forms, and one-page summaries associated with this rule.

Daily Cash Deposits

Deposit Slips

- Totals match what is in the bag
- Must include full bag number above the MICR line
- Teller's Initials included
- Legible, full totals

Deposit Bags

- Full total on the deposit bag must match the deposit slip
- Cost Center=5032506—Cultural Garage Merchant ID (Found on deposit slip-varies depending on which lot/garage deposit is being made for)
- Teller's Initials
- Clear, legible information
- Deposit Slip goes in the top portion facing out
- Contents must be verified before sealed

Armored Knight Logs

- This is an important verification tool needed when discrepancies arise
- All information must be clear and complete
- Full bag numbers and full totals are a must

Ordering Deposit Slips and Bags

- Contact the City and County of Denver's Accounting Technician to place these orders
- Do not order anything through Armored Knights

Deposit Bag with Deposit Slip

Deposit Bag

WARNING: Extremely Tamper Evident! Any Attempts At Entry Will Be Easily Detected!

IF THE WORDS "VOID TAMPERING ACTIVATED" APPEAR ON THE SECURITY TAPE ABOVE, TAMPERING MAY HAVE OCCURRED. DO NOT OPEN BAG. NOTIFY SENDER IMMEDIATELY.

IMPORTANT: PLACE CURRENCY AND OTHER SHIPPING CONTENTS IN PRIMARY POCKET

DEPOSIT TICKET 23-1011000
CITY AND COUNTY OF DENVER
CULTURAL CENTER GARAGE
1511 12TH AVE # 4002008
DENVER, CO 80202

CHASE
JPMORGAN CHASE BANK, N.A.

DATE: 5/10/18

CURRENCY	QUANTITY	AMOUNT
100.00	46	4600.00
50.00	3	150.00
TOTAL		4750.00

463.00

SS 22908961 \$ 463.00

FROM: _____ TO: _____
(Name of Depositor (Banking Center))

DATE: _____

SAID TO CONTAIN: _____

BAG# _____ OF _____
(Depositor Identification (Cost Center))

ITEM REORDER NO. 2742975

Remove this tear-off record BEFORE sealing bag

DATE: _____ SAID TO CONTAIN: _____

BAG # : _____ OF _____ NUMBER OF BAGS WITHIN THIS BAG

SS22908961

CAUTION: DO NOT FOLD PAST DASHED LINE

IF THE WORDS "VOID TAMPERING ACTIVATED" APPEAR ON THE SECURITY TAPE ABOVE, TAMPERING MAY HAVE OCCURRED. DO NOT OPEN BAG. NOTIFY SENDER IMMEDIATELY.

Insert shipping label in white interior pocket with ADDRESS FACING OUT

IMPORTANT: PLACE CURRENCY AND OTHER SHIPPING CONTENTS IN PRIMARY POCKET

SEALING INSTRUCTIONS

- Working on flat surface, remove tear off envelope flap and load contents into bag.
- Remove release flap from security tape, fold tape forward in front of bag, careful not to fold past dashed line.
- Press flap down and smooth down. BAG IS NOW SEALED. DO NOT ATTEMPT TO REOPEN.

RECEIVER INSTRUCTIONS:

- Verify contents (Strap Count) before opening bag.
- Open bag as indicated and complete detailed verification of contents immediately.
- Report any discrepancies immediately to JP Morgan Chase.

JPMorganChase

TO: _____ FROM: _____
(Name of Depositor (Banking Center))

DATE: _____

SAID TO CONTAIN: \$ _____

BAG# _____ OF _____
(Depositor Identification (Cost Center))

SS 22908961

ITEM REORDER NO. 2742975

Change Envelope Example

Armored Knight Log Example



Received by Armored Knights Inc. from Cultural Center Garage

DATE	PREPARED BY INITIALS	DEPARTMENT	BAG #	NO PKGS	SAID TO CONTAIN	TIME	DATE PICKED UP	MESSENGER-GUARD'S SIGNATURE
4/27	[Signature]	CCG	SS1003111	1	360.00			
4/27	[Signature]	CCG	SS1003112	1	72.00			
4/27	[Signature]	CCG	SS1003113	1	14.00			
4/27	[Signature]	CCG	SS1003114	1	119.00			
4/27	[Signature]	CCG	SS1003115	1	63.00			
4/28	[Signature]	CCG	SS1003116	1	781.00			
4/28	[Signature]	CCG	SS1003117	1	121.00			
4/28	[Signature]	CCG	SS1003118	1	360.00			
4/28	[Signature]	CCG	SS1003119	1	12.00			
4/28	[Signature]	CCG	SS1003120	1	171.00			
4/29	[Signature]	CCG	SS1003121	1	32.00			
4/29	[Signature]	CCG	SS1003122	1	412.00			
4/29	[Signature]	CCG	SS1003123	1	1226.00			
4/29	[Signature]	CCG	SS1003124	1	143.00			
4/29	[Signature]	CCG	SS1003125	1	200.00			
5/1	[Signature]	CCG	SS1003126	1	63.00			
5/1	[Signature]	CCG	SS1003127	1	40.00			
5/1	[Signature]	CCG	SS1003128	1	818.00			
5/1	[Signature]	CCG	SS1003129	1	211.00			
5/1	[Signature]	CCG	SS1003130	1	130.00			

B. Credit Card Settlement

The Contractor will settle credit cards transactions daily. The Contractor will use contracted City-owned banking accounts/merchant IDs and send credit card settlement reports to Department of Transportation and Infrastructure Finance within 24 hours of settling the account(s). The parties agree that City is the merchant of record on all revenue control equipment and as such any credit card revenue will be deposited directly into City's bank account from the revenue control equipment.

SECTION V: EQUIPMENT

A. Revenue and Operational Control Equipment

The City will provide revenue and operational control equipment. The Contractor shall perform the following: maintenance, preventative maintenance repairs, and/or service of all parking equipment and their systems. The Contractor in conjunction with the City will draft a detailed preventative maintenance plan within thirty (30) days of the Agreement start date. Once approved by the City, any modifications to the maintenance plan must be approved in writing by the City.

In the event that any City provided equipment is damaged or destroyed by the negligence of the Contractor or the Contractor's employees, the Contractor shall notify the City and agrees to be liable for the repair or replacement of the equipment as necessary.

In the event of a revenue control equipment malfunction and subsequent repair, the appropriate repair vendor and the City are to be notified immediately, via e-mailing a description of the equipment malfunction with information stating date, time, location, duration and how the equipment was repaired. The Contractor will not reset, relocate or disconnect equipment without prior approval from the City.

Within thirty (30) days of the execution of the Agreement, the City in conjunction with the Contractor will generate an inventory including model and serial numbers of all revenue control equipment, office furnishings/equipment, ticket supply and any other operating equipment.

1. Parking Revenue Control Equipment

Contractor shall operate and maintain the City of Denver parking revenue control equipment, which includes the following:

- i. Management and financial reports showing daily, weekly and monthly revenues, access in and out of the Parking Facilities, availability of spaces, anti-passback functions, average parking duration of stay, average parking ticket value, status of access cards and other statistical information as needed.
- ii. Contractor shall keep City of Denver informed of all available upgrades and modifications to exiting parking revenue control equipment.

2. Parking Revenue Control Equipment Maintenance

Contractor shall perform daily preventive maintenance and regular minor maintenance on revenue control equipment in accordance with manufacturer's specifications. At a very minimum, such work shall include the following items:

- i. Inspect and fix or replace all ticket dispensers
- ii. Inspect all clocks to be sure the times are correct
- iii. Replace broken or damaged gate arms
- iv. Inspect and fix all receipt functions computers, as necessary, to maintain a clear printout.

3. Parking Equipment Financing Option.

The City of Denver reserves the right to explore different financial alternatives to replace the existing T2/Paystation equipment including the financing the replacement of such equipment. The Parties agree to execute an amendment to this Agreement detailing the terms and conditions of the replacement of the parking equipment in accordance with section 11.

i. Equipment Cost Reimbursement.

If the City of Denver elects to have Contractor finance the purchase of the parking revenue control equipment and Contractor agrees to such financing, Contractor agrees to work with the City of Denver to find and accept a method of finance with the lowest rate of interest available, or other mutually acceptable financing instrument. The cost of such equipment shall be financed by Contractor and reimbursed by the City of Denver over the term of the agreement in equal monthly installments payable with the reimbursement of the monthly operating expenses. Contractor, in its sole discretion, shall have the right to reject financing any T2/Paystations or other parking equipment on behalf of the City.

ii. Timing

B. Equipment Maintenance

1. The Responsibility of the Contractor

- i. Maintenance of parking equipment and their systems
- ii. Preventative maintenance repairs of parking equipment and their systems
- iii. Service of all parking equipment and their systems
- iv. Maintain and service lot lighting and signage systems

2. The Responsibility of the City

- i. Maintain and service all life/safety (fire alarm, sprinkler, and monitoring systems).
- ii. Maintain and service carbon monoxide detection system and exhaust fans.

- iii. Maintain and service the passenger elevators, where applicable.
- iv. Maintain and service Condominium owner's storage areas, where applicable.
- v. Maintain and service Garage camera surveillance systems.
- vi. Maintain and service Garage lighting systems, where applicable.
- vii. Maintain and service heating and cooling systems (excluding minor repairs and maintenance in the Parking Office and cashier stations).
- viii. Maintain and service heaters and air conditioners (excluding minor repairs and maintenance in the Parking Office and cashier stations).
- ix. Service and repair the major electrical systems and plumbing (excluding minor repairs and maintenance in the Parking Office and cashier stations).
- x. Inform the Contractor of repairs, modifications and other activities which may cause interruption of routine parking services.
- xi. Maintain access systems (locks, keys and inventory control).
- xii. Add to or replace revenue control equipment as needed.

SECTION VI: REVENUE AND REPORTS.

A. Collection of Revenue

Contractor shall charge, collect and handle all parking fees and charges in strict accordance with the terms of this Agreement. All traffic entering any of the Parking Facilities will do so only via sequentially numbered tickets or authorized monthly access control device. If ACH payments will be accepted at any point (online/monthly) need to specify daily settlement and NACHA rule compliance. The accepted forms of payment shall be cash, check, credit card, and payroll deduction. City of Denver shall deliver any and all advices and documents pertaining, but not limited, to counterfeit money, dishonored checks, and deposit corrections and the like to the Contractor's Controller or its designee immediately upon receipt.

B. Cash Losses

All cash losses including cashier shortages and those arising from the criminal acts of Contractor's employees or third parties shall be the responsibility of Contractor and reimbursed to the City and County of Denver.

C. Gross Revenues

Gross Revenues shall mean all monies, paid or payable to Contractor for transactions made and for services rendered by Contractor under this Agreement regardless of when or where the services are rendered, whether paid or unpaid, whether on a cash or credit basis. Monies payable to the City and County of Denver shall include, but not be limited to, any and all cashier shortages and overages. Dishonored checks and, uncollected/insufficient funds amounts shall not be included in Gross Revenues.

D. Deposit of Gross Revenue

Contractor shall daily deposit all funds collected the previous day in an account established by and to the credit of the City and County of Denver, or in other depository as directed in writing by the City and County of Denver, in accordance with the Parking Procedures Manual. It shall be considered that the City and County of Denver has come into possession of the deposited funds only when the bank has credited the funds to the City and County of Denver account.

E. Documented Revenue Controls and Revenue Enhancements

Contractor shall maintain the minimum revenue controls and procedures set forth in this Article. Private Operator shall create and maintain forms, policies, procedures, and objective performance benchmarks necessary to provide clear and concise “chain of custody” trails. At a minimum, Contractor shall maintain documentation, in a reasonable form and format to be determined by the City and County of Denver, verifying that the following activities are routinely followed:

1. Revenue Reports

- i. Cashier (Shift) Reports- All activity of cashiers’ shifts;
- ii. Daily Facility Summary – Roll-up or master of all shifts for a facility;
- iii. Daily Deposit Summary – Breakdown on cash bank deposits;
- iv. Revenue Summary – Breakdown of revenue collected by month by facility by category of revenue (i.e. Monthly, Event, Validation, etc.)

2. Cashier Accuracy

- i. Cashier Over/Short – Tracks revenue shortages/overages by cashier by month;
- ii. Cashier Overring/Underring – Tracks cashier errors and performance;
- iii. Balance Due Register – Tracks collection efforts on bad debts, such as returned checks;
- iv. Daily Cash Audit – Reconciliation of tickets collected to cash and cash equivalents deposited.

3. Ticket Controls & Reporting

- i. Ticket Inventory – Documents tickets as they are purchased;
- ii. Ticket Loading – Documenting the acquisition and installation of tickets;
- iii. Ticket Reconciliation – Reconcile parking tickets issued to parking tickets collected;
- iv. Ticket Summaries – Details of ticket collected by month sorted by type or increment.

4. Monthly Controls

- i. Monthly Card Inventory – Documents Monthly Cards as they are purchased and placed into inventory;
- ii. Monthly Card Issuance – Tracks issuance and Monthly cards;
- iii. Monthly Card Reconciliation – Reconcile active card to billed cards.

5. Validation Controls

- i. Validation Inventory – Documents validations as they are purchased and placed into inventory;
- ii. Validation Coupon Logs – Tracks issuance and sale of validation coupon;
- iii. Validation Coupon Reconciliation – Reconciles coupon sold to revenue by month.

F. Monthly Report

Contractor shall provide, by the 15th of each month, a report summarizing all activity at each Parking Facility for the preceding month in a form and format to be approved by the City and County of Denver. This monthly report shall include a cash-based income and expense statement that shall tie to deposits and expenditures and shall identify each revenue/expense category by line item with a Month and year to date result. Contractor shall also provide a management analysis and commentary on monthly results, plus recommendations and suggestions for operational and financial improvement. Contractor shall explain in reasonable detail in the monthly report any budget variances in excess of 2%. The preparer and Contractor Facility Manager shall sign the reports. This report will be the basis for the amounts to be reimbursed to Contractor by the City and County of Denver. Contractor shall reconcile discrepancies in any of the reports within three (3) working days of discovery of the discrepancy. The City and County of Denver may, with ten (10) days written notice to Contractor, add, delete or modify the type and frequency of the periodic reports at any time.

G. Annual Operating Budget

Contractor shall prepare a proposed detailed annual operating budget on a form(s) provided by the City and County of Denver detailing the projected revenues, expenses, parking rates for the upcoming fiscal year. Starting with the second year of this Agreement, Contractor shall submit this report no later than January 31 of each year. The City and County of Denver, exercising reasonable judgment, shall approve or disapprove the proposed annual operating budget or portions of the categories of expenses or individual items contained in the annual operating budget.

All Unbudgeted and Unapproved expenses including Payroll and Payroll Related Expenses will not be reimbursed unless approved in writing by the City and County of Denver prior to implementation and or purchase. The Unbudgeted and Unapproved Payroll and the resulting Payroll Related Expenses will include but not limited to, additional coverage, additional staffing, and pay rate increases other than approved annual merit increases.

H. Monthly Card Reconciliation Report

Every month Contractor shall perform a “Monthly Card Reconciliation Report.” Such reconciliation shall include but not be limited to an analysis of all monthly parking cards, both revenue and non-revenue producing cards, and all amounts due from such cards and reconcile Contractor operating system with its financial systems. Contractor shall submit such report to the City and County of Denver in a form approved by the City and County of Denver.

I. Monthly Parking Tickets Reconciliation Report.

Contractor shall reconcile parking tickets issued to parking tickets collected on a daily basis. The difference will be reported as “Missing Tickets,” which shall mean any parking ticket for which

transaction data has been recorded on the cash register journal tape but Contractor cannot produce the actual ticket.

Contractor shall be responsible for all Missing Tickets in excess of 0.5% of the total cash parking tickets sold on a daily basis. In such event Contractor will be charged the maximum daily rate for each missing ticket which amount will be deducted from Contractor's management fee. Missing tickets be adjusted for exception events that are outside Contractor's control or are previously agreed upon as exception events. An exception event that causes ticket loss shall be documented and shall not count against the ticket loss. Examples of these exception events shall include equipment failure outside of our control, severe weather, power or communication loss, dates when gates are raised post event, and ad-hoc special requests of the theaters.

The Monthly Parking Tickets Reconciliation Report shall be based on the daily parking ticket reconciliation reports and shall include the transaction date, time, exit lane number, cashier's name transaction number and amount collected.

Contractor shall be responsible for all missing tickets in excess of 0.5% as set forth in this contract. Contractor shall be charged the maximum daily rate at the applicable City and County of Denver parking facility rate for each missing ticket and the total shall be deducted from Contractor's management fee.

SECTION VII: DAMAGES

A. Operational

Documented violations by the Contractor of any of the duties and requirements listed in this Scope of Work will result in the assessment of a one hundred-dollar (\$100.00) penalty, per violation, which will be deducted from the Contractor's management fee.

B. Reporting

For each Garage and Lot, the Contractor shall provide accurate monthly reports and supporting documentation for reimbursable expenses to the City no later than the fifteenth (15th) of each calendar month and shall deliver other accurate reports no later than the agreed upon schedule of time. If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to the lesser of a lump sum of one hundred dollars (\$100.00) or fees of fifty dollars (\$50.00) per page per erroneous report as fixed and agreed upon liquidated damages and not as a penalty against the Contractor for each day or fraction of a day the reports are delivered later than set forth above. The City otherwise reserves all of its legal and equitable rights with respect to any breach or default of the Management Agreement.

Repeated inaccuracies, illegibility, or other evidence of negligent management in the distribution of reports shall constitute, in the sole discretion of the City, cause to terminate this agreement.

C. Deposits

The Contractor shall deposit the monies collected into designated City bank account(s) within 24 hours of the collection date, Monday through Friday and shall provide documentation of the date

and time of the deposit transaction, in accordance with the Department of Finance Cash, Risk and Capital Funding Division Receipting Requirements for City Funds (**RULE 3.4 – RECEIPT AND DEPOSIT: Pages 8-12**). If the Contractor fails to provide said service level, the City shall be entitled to a credit against the monthly management fee payable to Contractor equal to 5% of the daily gross revenue deposited as fixed and agreed upon liquidated damage and not as a penalty.

The Contractor shall monitor, maintain and keep records for the electronic pay station and cashier station change fund balances and replenish as needed. The City may provide the Contractor with change funds sufficient for each Garage(s) operation, however, it is expected that the Contractor will be responsible for providing a sufficient change fund needed to appropriately operate each pay station and cashier booth effectively. The estimated total change fund amounts for each Garage is: Denver Performing Art Center \$6,000, CCG – \$1,500, DJCG - \$3,000. Change fund amounts for each Garage must be approved in writing by the City.

D. Credit Card Settlements

The Contractor will settle credit cards daily, concurrent with closing the Garage. The Contractor will send credit card settlement reports to Transportation and Infrastructure Finance and Administration within 24 hours (Monday through Friday). If cards are handled by cashiers, they shall be managed in accordance with PCI DSS and card data shall not be recorded in any way. The parties agree that City is the merchant of record on all revenue control equipment and as such any credit card revenue will be deposited directly into City's bank account from the revenue control equipment.

SECTION VIII: MAINTENANCE AND CLEANING

A. Overall parking garage cleanliness will be the responsibility of the Contractor.

B. General Guidelines

1. The entire Garage, driveways, walkways, islands, curbs, etc., must be power washed at least once a year, unless otherwise approved by the City. The Garage washing should be done during warm weather on an on-going schedule to be approved in writing by the City.
2. The entire Lot must be power vacuumed/swept at least once per quarter, unless modified in advance by the City. A schedule of power sweeping must be approved by the City.
3. The entire Garage must be power vacuum/swept at least quarterly or at the request of the City. A schedule of power sweeping must be approved by the City.
4. Clean all revenue control devices at least once per week, or as needed.
5. Clean all electric vehicle charging station devices at least once per week, or as needed.
6. Clean all Garage handrails (including supporting rails) at least once per week, or as needed.
7. Denver Performing Arts Center Garage Only: Clean all elevators at least daily; this includes door tracks, walls, ceiling, floors and doors. Interior and exterior of doors to be cleaned daily or as necessary.
8. All Garage interior and exterior stairwells shall be swept, vacuumed, or wet mopped at least once per week and or as often as necessary.

9. All Garage air vent louvers and overhead piping shall be cleaned at least once per month, and/or as often as necessary.
10. The Garage cashier's booth shall be cleaned as often as necessary, inside and out to achieve a clean and professional appearance.
11. All Garage windows shall be cleaned at least once per month, and as often as necessary.
12. All walkways, islands, curb areas, and stairwells must be hand-swept at least weekly, or as needed or requested by the City. Certain areas may allow cleaning by air blower, however, must be approved in writing by the City.
13. Empty all garbage cans at least twice per week, or more if needed, into a central dumpster. Contract for disposal of same.
14. Clean all Garage signage at least once per month or as needed.
15. Daily check for oil and fuel leaks from automobiles. If oil or fuel leaks are identified, immediately place oil or fuel absorbing compound on all spots then sweep-up and remove the compound. This oil or fuel-soaked compound is now considered hazardous material and must be disposed of properly.
16. Keep all sidewalks, Garage entrances and stairwells free of any ice and/or snow.
17. Re-paint parking stall and drive lane lines at least once per year, or as needed.
18. Power-sweeping and scrubbing shall be accomplished on a routine basis to be determined in consultation with the City.
19. Burned out bulbs and ballasts shall be replaced within two (2) business days.
20. Trash cans should be emptied daily and/or when more than 2/3 full.
21. The Contractor will maintain the interior of the Parking Manager's offices, adjacent areas, and additional offices or areas as directed, to the highest degree of cleanliness and order. Office furniture and equipment will at all times be presentable and businesslike. Also, painting of walls and ceilings of same, and cleaning of all carpets and windows.
22. Inspect and clean all Lot signage at least once per week, or as needed.
23. Keep all sidewalks and pedestrian walkways free of any ice and/or snow.
24. On a daily basis, inspect, identify and remove any trash and debris (including weeds) from Lots and surrounding Lot grounds landscaping.
25. It will be the responsibility of the Contractor to remove accumulated snow in the Lots. A snow removal plan must be approved by the City within thirty (30) days from the execution date of the Agreement.
26. Daily check for oil and fuel leaks from automobiles. If oil or fuel leaks are identified, immediately place oil or fuel absorbing compound on all spots then sweep-up and remove the compound. This oil or fuel-soaked compound is now considered hazardous material and must be disposed of properly.
27. Daily check for loose or moved parking blocks/wheel stops. If loose or moved blocks are identified, they are to be immediately replaced and secured.
28. Re-paint the parking lot lines at least once per year, or as needed.

29. It is the responsibility of the Contractor to maintain lighting for the Lot lights, lighted sign cabinets, and pay stations within the Lots, and to replace all burned out bulbs as necessary.

A detailed maintenance/janitorial schedule including daily, weekly, monthly and annual duties will be generated by the Contractor in conjunction with the City within thirty (30) days of the contract start date. This schedule can be modified at any time with City approval. Changes must be approved in writing by the City.

SECTION IX: OPERATIONS

A. Responsibilities

1. Contractor shall:
 - i. Provide complete operational control of whole Garages and Lots as directed by the City.
 - ii. Supervise the use of the Garages and Lots by all parkers. Use of reserved spaces will be monitored.
 - iii. For revenue control, the Contractor's manager will be required to provide continual attention to established revenue control procedures. The size and complexities of the Garages makes such procedures an essential part of the overall operations.
 - iv. The Contractor's resident manager shall meet on a monthly basis with the City to coordinate Garage and Lot operations and to discuss the monthly financial and expenditure package.
 - v. The Contractor's resident Manager, at the direction of the City, shall meet on an as needed basis with the City to coordinate any event.
 - vi. Purchase and pay for all approved supplies, required under this Agreement, for the parking operation.
 - vii. Provide a list of personnel, including emergency telephone numbers, shall be provided to the City, and updated as necessary.
 - viii. Provide assistance to Garage customers, such as directions and minor car care (i.e., flat tire assistance, battery starting, aid in locating their vehicle).
2. The City shall:
 - i. Establish and/or approve Garage and Lot operating rates and hours of operation Pay all Garage related utilities.
 - ii. Appoint a designated contract administrator who shall serve as the Contractor's primary contact with the City.
 - iii. Pay Lot utilities (if applicable). Exceptions include several Lots with Xcel invoicing for lighted sign cabinets, pay stations, and/or lot lighting. The Contractor will pay for the utilities for these services as a reimbursable monthly expense.

B. Monthly Parking

Contractor may sell monthly or other long-term parking spaces to potential customers and exercise adequate accounting control over access device distribution utilizing procedures approved by the City. The individual lot allocations of monthly permits sold must be approved, in advance, by the City.

Monthly parking shall be handled so that all permits/parking devices issued are verified against a list of monthly accounts in the Contractor's billing system. The common factor for verification will be: name on account, phone number, access device/permit number, and Lot access method/level.

Monthly parkers will pay in advance, unless approved by the City. Monthly accounts shall be paid by the fifth (5th) of the month and any accounts not paid by the tenth (10th) shall be deactivated unless otherwise approved by the City. Appropriate action at that time will be the cancellation of the parking device or charge for the issuing of daily/hourly parking.

Monthly parkers will be required to fill out a "Monthly Parker" contract and be familiar with the rules that apply to the contract and the Lot or Garage. The Contractor will issue all monthly permits/access devices and manage all paper or electronic applications. Deposits on monthly permits/access devices along with the amount, accounting and reporting procedures must be approved in writing by the City.

The monthly parking contract issued by the Contractor must be approved in writing by the City. The City shall have the right to edit and/or modify the parking contract, at any time, as deemed necessary.

C. Cash Management

All currency, coins, and/or checks shall be deposited via armored courier at least once each day, Monday through Saturday. Copies of all deposit records must be maintained by the Contractor and available for review within 24 hours by the City. Any alterations to this schedule must be approved in writing by the City, in accordance with the Department of Finance Cash, Risk and Capital Funding Division Receipting Requirements for City Funds.

Locked collection canisters will be taken from each pay station machine by the Contractor's facility manager, or an authorized employee, to an authorized secure location. The Contractor will then unlock, reconcile, and deposit the revenue from the canisters into a City account via armored car service. At least two (2) authorized employees must be present during the entire collection process. The Contractor's authorized list of collection employees must be approved in advance by the City.

Deposits shall be broken down by cash, coins and checks. Monthly parking sales must be deposited on a separate deposit slip from transient and special event receipts. Bank deposit slips will be provided to the Contractor at no charge.

All deposits shall be made with a 3-part bank deposit slip. Copies of the deposit slips go to the following recipients:

1. Bank
2. Department of Transportation & Infrastructure or Denver Arts and Venues Finance

3. Contractor File

All money and collection canisters, including spares, shall be kept locked up at all times in a secured safe. All Contractor cash counting shall be conducted in a designated locked and secure area. These coin orders are received from the bank via armored courier currently – if this continues, secure handling of coin orders should be referenced here also.

Modifications to the cash management program must be approved in writing by the City.

D. Audit Program

The Contractor in conjunction with the City will generate a detailed financial and operational audit program for each Garage within sixty (60) days of the execution of this Agreement. The audit program must be approved in writing by the City. Modifications to the audit program must be approved in writing by the City.

E. Special Policies and Procedures

1. Free or Discounted Parking

A list of signatures authorized to provide free or discounted parking shall be kept on file (along with authorization letters) in the manager's office and in each cashier's booth. Authorization of free or discounted parking must be approved in writing through the City.

2. Validations

Provide a parking validation program option to parkers with approval in writing by the City.

3. Employee Parking

Contractor employees shall be issued free access devices and shall be recorded in the monthly billing list accordingly. While on duty, all Contractor employees can park in an approved designated area. The designated areas must be approved in writing by the City. Off-duty and other Contractor employees do not have parking privileges.

4. Event Parking

The facility manager shall remain alert to all special events in their respective facilities and the surrounding area that may potentially impact the Garage(s) and Lots. Special events can cause unusual traffic demands and the facility manager must staff accordingly to efficiently manage the demand of any event. Staffing and event plans must be provided to the City in advance.

5. Traffic Control

The Contractor is responsible for maintaining efficient ingress and egress traffic flow within the parking facilities by directing patrons to available parking, preventing traffic delays and directing patrons away from areas that are full. This control may include

closing the entire Garage(s) when it becomes full. If the Garage(s) becomes full, the Contractor must notify the Traffic Management Center immediately, so DOTI can take specific on-street actions. The Contractor must re-open the Garage(s) as soon as vacancy permits. The Contractor must also notify the Traffic Management Center immediately upon re-opening. The Contractor shall keep a detailed log for each Garage of full and re-open dates. This log shall include, at a minimum, the date and time when each Garage was full or re-opened and any pertinent notes associated with each event.

Event management plans for each Garage must be created by the Contractor and approved in writing by the City within sixty (60) days of the Agreement start date. Modifications to the event management plans must be approved in writing by the City.

6. Enforcement

The City will perform primary enforcement of the Lots and Justice Center Garage on a daily basis. The Contractor may provide enforcement services to all Lots and Justice Center Garage on as needed and determined by the City. If City determines use of Contractor Enforcement, all vehicles not properly paying for parking will be issued a Contractor violation notice that outlines a violation fee schedule for the non-paying customer to follow. The Contractor violation fee schedule needs to be approved, in advance, by the City.

SECTION X: SECURITY

A. Security Service for Each Surface Lot/Garage

The Contractor shall employ a licensed and bonded professional security service approved in writing by the City. For the Cultural Center Garage, a detailed schedule of security personnel and responsibilities must be approved in writing by the City. Modifications to the schedules or responsibilities must be approved in writing by the City. Contractor will add security at DPAC Garage if needed with City approval. Contractor will continue coordinating with Arts & Venue personnel and Arts & Venue security company.

B. Facility Security

1. Keys and Combination Codes

The Contractor will exercise extreme care to assure that keys and combination codes that have been assigned to the Contractor (i.e., office and to various pieces of revenue control equipment) are restricted only to those personnel needing the keys to perform their duties properly. The Contractor will keep a log or master list of who has keys to which doors and pieces of equipment. The City must approve the list of the authorized personnel.

2. General

- i. Do not prop open pedestrian or stairwell doors for any reason.

- ii. Check for one-way “free exit” from all Garage level doors, to all stairwells and then to the outside per Fire Department regulations, and that the same doors close with auto closures.
- iii. Cashier booth doors and windows to remain locked at all times, when not occupied.

C. Security of Records

1. Receipts

All receipts collected are the responsibility of the Contractor until deposited into the City’s bank account. All money collected will be kept in the locked drop safe and only a limited number of employees will have access to these funds. The list of approved employees must be approved in writing by the City. The approved employees will have access to these moneys for counting and preparation of daily bank deposits. The safe combination and the locks to the count room will be changed by the Contractor whenever an employee, having access to these areas, leaves employment of the Contractor.

2. Parking Entry/Exit Tickets, Validations and Citations

The Contractor shall be responsible for protecting from theft or misuse all parking entry/exit tickets, validations, and citations collected and will be held accountable for all these purchased items. All voided tickets must be identified with a description of the reason for which it was voided. The Contractor will provide a separate reporting category for voided tickets and process them with the daily reports. All mutilated, damaged, “found” or not regularly transacted tickets will be voided and maintained in the same manner. All entry/exit tickets and validations will be stored in a locked area and dispensed by authorized personnel. The City must approve the list of the authorized personnel.

3. Staff Daily Logs

The Contractor will require security staff to maintain and complete daily log reports for each shift. The report will include detail of Garage areas monitored, specific time of monitoring, all security incidents noticed, actions taken, to respond to security, incidents, and other duties performed at specific times during the shift. These reports must be signed by the employee and supervisor at the end of the shift. Reports will be kept on file in the Garage office and available for review within 24 hours by the City.

4. Filing of Charges of Destruction of Public Property

Any individual observed breaking gate arms or damaging City-owned equipment or property is to be reported to the police and charges of destruction of public property are to be filed with the police. The Contractor employees are to be trained to obtain a license plate number and description of the driver in such instances to better aid the police.

5. Filing of Accident Reports for Personal Injury to Patrons

The Contractor will prepare an accident report and obtain pictures for any injury to a patron within the Garage. The report will discuss in detail the nature of the injury (accidental or assault), the specific location, parties involved, first aid administered, etc. The Contractor report will be delivered to the City within 24 hours of the incident and kept on file in the Garage office.

6. Damage to Customers' Vehicles

Any customer whose vehicle is damaged in the Garage(s) and who requests assistance is to be instructed to file an Incident Report. A copy of the incident report will be delivered to the City within 24 hours of the incident and kept on file in the specific Garage office location.

7. Emergencies

Within thirty (30) days of the contract start date, the Contractor will be responsible to have a plan approved by the City for any emergency that a minimum will include: attempted robberies, natural disasters, injuries to employees or the public, and fires. The Contractor will ensure their employees are well trained and able to respond according to this emergency plan.

New process for security of records will be implemented when new PARCS equipment is installed.

SECTION XI: STAFFING AND PERSONNEL

The Contractor shall provide qualified personnel with a professional demeanor to perform all required operational and maintenance/janitorial duties at the Garages and Lots. Contractor personnel shall always be clean and neat and shall deal with parking patrons in a prompt, polite and business-like manner. All Contractor personnel will comply with the City's and Contractor's general rules for employee conduct.

The Contractor shall always maintain adequate personnel to provide the level of service required to meet the needs of the Agreement.

No food or beverages are permitted near City-owned equipment such as fee computers, revenue control equipment, and office equipment.

A staffing plan for each Garage must be approved in writing by the City. Changes to the staffing plans must also be approved in writing by the City.

Prior to hiring, all resumes of the Contractor's management and supervisory staff supporting this Agreement must be approved in writing by the City.

Employee incentives programs must be requested in writing and approved in writing by the City. Employee incentive programs may or may not be approved pending the details of the request.

A. Management Staff:

1. Account Manager/Supervisor (portion of salary) – Available to the City 24/7

2. Bookkeeper/Supervisor (portion of salary) – Available to the City 8 a.m. – 5 p.m., Monday – Friday. It is not the intent of the City to reimburse the full salary of management staff as these services are not needed on a full-time basis, however Contractor management must spend a percentage of their time dedicated to successfully and professionally manage this contract.
3. Management Operator will present options to reduce cost with management and office personnel. Account Manager must be available on weekdays/weekends during special events. Management/Office staff is subject to change as we automate garages.

B. Uniforms

All attendants, security personnel, cashiers, maintenance personnel, and shift supervisors will wear uniforms at all times while on duty. The Contractor shall provide uniforms for employees, at no expense to the employees, except as indicated herein. Uniforms will be purchased by the Contractor and, as this is a reimbursable expense, all uniforms are the property of the City and County of Denver. Uniforms that are soiled, stained, torn, disheveled or in any way, ill-fitting or unsightly, must be replaced by the Contractor at no expense to the employee. However, employees will not be exempt from replacement or repair costs resulting from employee’s acts of negligence, vandalism, or abuse of the uniform. The uniform must have the identification insignia of the Contractor as well as an employee photo identification badge. At no time will the Contractor’s employees be permitted to wear any clothing or optional item which differs from the approved uniform. Uniforms must be approved in writing by the City.

SECTION XII: PARKING RATES AND HOURS OF OPERATION

A. Current Rates

Rates are decided upon by the City.

1. Cultural Center Garage (65 West 12th Avenue)

Regular Monthly:	\$150.00
Reserved Monthly:	\$195.00
Transient:	
Up to 1 hour	\$2.00
2 hours	\$4.00
4 hours	\$8.00
6 hours	\$12.00
12 hours	\$16.00
24 hours	\$35.00

2. Denver Performing Arts Complex Garage (1055 13th Street)

Regular Monthly: \$195.00 (public rate limited to Monday-Friday, 4 a.m. – 6 p.m.)
 Transient:
 Early Bird (in by 7:30 am-out by 6 pm) \$9.00

0-1 hour	\$5.00
1-2 hours	\$7.00
2-5 hours	\$10.00
5-12 hours	\$16.00
12-24 hours	\$21.00
Additional 12 hours	\$21.00

Event Pre-Pay (Tuesday-Thursday, 4:30 p.m. or when large capacity event is occurring on the complex and fee is noted at entrances -\$15/ Sat & Sun All Day) \$15.00

3. Denver Justice Center Garage (490 West 14th Avenue) Reserved (DSD)

Monthly	\$140.00
Transient:	
2 hours	\$6.00
6 hours	\$10.00
13 hours	\$14.00
DSD Off-Peak \$6.00 Off-Peak Hours (12pm-1am)	
DSD Peak \$8.00 Peak Hours (1am-12pm)	
Motorcycle	\$4.00
Juror	\$7.00

4. Acme Lot (1430 14th Street)

Transient:	
1 hour	\$6.00
12 hours	\$14.00

5. Auraria Lot (1310 Larimer Street)

Transient:	
1 hours	\$3.00
2 hours	\$6.00
3 hours	\$9.00
4 hours	\$12.00
5 hours	\$15.00
6 hours	\$18.00
Motorcycle	\$6.00

6. Bannock Street Lot (1345 N. Bannock Street)

Transient:	
3 hours	\$5.00
10 hours	\$10.00

7. Chestnut Lot (2004 Chestnut Place)

Transient:

3 hours	\$5.00
5 hours	\$9.00
12 hours	\$13.00

8. Firehouse Lot (1322 Blake Street)

Transient:

3 hours	\$9.00
12 hours	\$15.00

9. S. Elati Lot (1308 N. Elati Street)

Transient:

5 hours	\$7.00
12 hours	\$14.00
25 hours	\$25.00

10. Cherry Creek Library Lot (305 Milwaukee Street)

Transient:

2 hours only \$2.00 Mon-Thur 8am-6pm	\$6.00 from 6pm-6am Mon-Thur
2 hours only \$2.00 Fri-Sat 10am-5pm	\$6.00 All Day Sunday

The Contractor is expected to submit Garage and Lot rate structure recommendations, to include area rate and occupancy surveys, at a minimum of every six months to the City for review. Modifications to all Garage and Lot rate structures must be approved in writing by the City.

B. Hours of Operation

The hours of operation, for each individual Garage and Lot, is decided by the City. Following are the current hours of operations for each Garage:

- Denver Justice Center Garage: Open 24 hours a day, 7 days a week, 365 days a year
- Cultural Center Complex Garage: Open 5 am to 11 pm, daily
- Denver Performing Arts Complex Garage: Open 24 hours a day, 7 days a week, 365 days a year
- Surface Lots: Open 24 hours a day, 7 days a week, 365 days a year

Facility hours of operation are subject to change, at any time, with the City's written notice.