

ORIGINAL

FIRST AMENDMENT TO MANAGEMENT SERVICES AND CONSTRUCTION OF FULLY AUTOMATED PARKING GARAGE AGREEMENT

This First Amendment to the Management Services and Construction of Fully Automated Parking Garage Agreement (First Amendment) is made and entered into by and between the City of San Diego (CITY), a municipal corporation, and Ace Parking III (MANAGER), a limited liability corporation, also referred to individually as "Party" and collectively as the "Parties," to be effective when signed by both Parties and approved by the San Diego City Attorney in accordance with San Diego Charter section 40.

RECITALS

- A. CITY issued Request for Proposal 10061012-16-C, for Management, Operation of Evan V. Jones Parkade (Parkade) and the Design and Construction of Automated Parking System for the Parkade, and awarded the Management Services and Construction of Fully Automated Parking Garage Agreement (Agreement), on file with the Office of the City Clerk as Document No. RR-310248, to MANAGER.
- B. Pursuant to Section 12.6 of the Agreement and Section 13.13 of Exhibit B of the Agreement, the Agreement may be amended by written agreement executed by duly authorized representatives of both Parties.
- C. The Parties desire to amend the Agreement to (1) include the responsibility for MANAGER's merchant account for the processing of all credit card and debit card transactions, segregated from CITY's data network; (2) provide more detail regarding the Payment Card Industry compliance responsibilities that MANAGER must comply with during the Term of the Agreement; and (3) include the process MANAGER shall follow for collection of Gross Revenue for parking validation.
- D. All defined terms used in this First Amendment shall have the same meaning as set forth in the Agreement unless specifically stated otherwise.

NOW, THEREFORE, in consideration of the Recitals stated above and incorporated herein by this reference, the mutual obligations of the Parties expressed herein, and for valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the Agreement, which is incorporated herein by reference, as follows:

1. The first paragraph in Section 2.5 b. of the Agreement is deleted in its entirety and replaced with the following:

- b. Work Schedule Post Completion of the Project. Commencing on the date the Project is completed and functional, MANAGER shall provide a parking garage ambassador ("Ambassador") at the exit booth for a minimum of nine (9) hours per day from Monday through Friday, with other work schedules to be determined and approved by CITY. The Ambassador's primary duties shall be to assist customers during the hours from 9 am to 6 pm. MANAGER shall provide a full-time Garage Manager to be onsite from Monday to Friday.

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2. Section 2.6 b. of the Agreement is deleted in its entirety and replaced with the following:

b. Validations.

- i. Upon request by CITY's Central Stores, MANAGER shall provide to CITY's Central Stores new validation tickets for CITY users in the following pre-validated amounts: (1) twenty minutes; (2) one hour; and (3) eight hours. CITY's Central Stores will reimburse MANAGER for said new validation tickets in the amount of five cents (\$0.05) for each new validation ticket.
- ii. On a daily basis, MANAGER shall record the number of validation tickets used by City users on the Property and submit said information to CITY as set forth in the Procedures for Revenue Collection, Reconciliation and Recording attached as **Exhibit 1-Amended**.

3. Section 4.1 of the Agreement is deleted in its entirety and replaced with the following:

4.1 Compensation for Management Services. As compensation for the Management Services rendered by MANAGER pursuant to this Agreement, MANAGER will be paid monthly as follows:

- a. Compensation for Management Services rendered prior to completion of the Project shall be paid to MANAGER at the end of each month for the specific services as further set forth in attached Exhibit 3-Amended.
- b. Compensation for Management Services rendered upon completion of the Project and through the remainder of the Term shall be paid to MANAGER at the end of each month for the specific services as set forth in attached Exhibit 3-Amended.

4. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

4.2 Compensation for Special Events. MANAGER agrees that the compensation for costs for the services rendered by MANAGER for Special Events ("Special Events Compensation") shall be in accordance with the price list attached hereto as Exhibit 3-Amended. The Special Events Compensation shall be paid to MANAGER at the end of the month in which the Special Event was held.

5. Section 4.4 b. of the Agreement is deleted in its entirety and replaced with the following:

- b. The Project Cost will be amortized on a straight line basis from when the expense occurs through the Term of this Agreement, as further set forth in attached Exhibit 3-Amended, and shall have an amortized contract value of zero (\$0) at the expiration of the Term. If this Agreement is terminated for any reason other than a default by MANAGER, CITY will pay MANAGER,

within 120 days of the date of termination, the unamortized portion of the cost of equipment, if any, which remains on the date of termination. In the event of a termination as a result of a default by MANAGER, CITY will be required to pay MANAGER the unamortized portion of the cost of equipment on the date of termination, but the City will have the right to deduct from the payments to MANAGER any losses incurred by CITY as the result of the default by MANAGER (including attorneys' fees and any other costs incurred in enforcing the rights of CITY under this Agreement).

6. Section 6.3 e. of the Agreement is deleted in its entirety and replaced with the following:

- e. Gross Revenue. Gross revenue ("Gross Revenue") shall mean all monies, including, but not limited to, cash, check, debit card and credit card payments, received by MANAGER from the Property, including, but not limited to, the income from transient parking, Monthly Permit parking, Special Event parking, validation sales, night and weekend parking, ETAP, bicycle locker deposits, monthly key card deposits, and overages. Gross Revenue shall be deposited by MANAGER into a designated CITY bank account and recorded in accordance with the City's depositing and recording requirements set forth in the San Diego Municipal Code, with a weekly and monthly statement submitted to the CITY showing daily revenues, including vehicle counts, as further set forth in the Procedures for Revenue Collection, Reconciliation and Recording attached as **Exhibit 1**. Any changes to the Procedures for Revenue Collection, Reconciliation and Recording shall be subject to CITY review and approval before being implemented by MANAGER.

7. Section 11.4 of the Agreement is deleted in its entirety and replaced with the following:

11.4 [RESERVED]

8. ARTICLE 11 – PAYMENT CARD PROVISIONS of the Agreement is amended by adding new Section 11.6 to read as follows:

11.6 PCI DSS Compliance. MANAGER shall:

- a. Maintain FULL compliance with all current and applicable Payment Card Industry Security Standards Council (PCI SSC) standards for all locations incorporated into or used within the Management Services. This task extends to any service providers and subcontractors used by the MANAGER.
- b. Supply annually on the anniversary of the Effective Date and upon request of the CITY a copy of the Level 1 Service Provider attestation of compliance which must be approved and signed by a qualified security assessor (QSA) company recognized by the PCI SSC. Any deficiencies noted in an annual assessment must be communicated to CITY, in writing, within thirty (30) days of the report, and include a remediation

date in accordance with the PCI SSC's prioritized approach. Any deficiencies noted in an annual assessment must be remediated at MANAGER's sole cost and expense. Level 1 Service Provider attestation costs are estimated at approximately \$30,000 annually. If available, CITY may elect to accept MANAGER's then current Level 2 Service Provider attestation as a substitution for the Level 1 Service Provider attestation, for an approximate cost of \$2,000. After the initial attestation of compliance, the MANAGER agrees to include the Property in its annual PCI compliance certification for all its facilities it manages and operates which are subject to the PCI compliance responsibilities, at no cost to CITY. Notwithstanding anything to the contrary herein, if CITY requires a Level 1 Service Provider attestation, CITY will reimburse MANAGER for the cost, not to exceed \$30,000.

- c. Fully participate in any CITY Payment Card Industry compliance certification.
- d. Agree to remediate, in a timely manner any outstanding audit finding by MANAGER'S and/or CITY's QSA as it relates to the Property complying with the most current PCI SCC applicable standards. If needed remediation is the result of MANAGER negligence, MANAGER will pay the cost of the remediation, at no cost to CITY. If needed remediation is not the result of MANAGER negligence, CITY will pay the cost of the remediation.
- e. Notify Director and CITY's Chief Information Security Officer of any software or hardware upgrades for the credit card equipment the MANAGER is responsible for on CITY's behalf pursuant to this Agreement. The MANAGER agrees to provide all available information about the upgrade(s) and the cost estimate to CITY for CITY's approval, in CITY's sole discretion, prior to commencing the upgrade. Within thirty (30) days of completion of CITY-approved upgrade(s), CITY will reimburse the MANAGER for the cost of the upgrade with no mark up by the MANAGER.
- f. Fill out the Service Provider Responsibility Matrix, attached hereto as **Exhibit 8**, and account for all Management Services that will be supplied to CITY as they relate to cardholder data stored, processed, or transmitted on behalf of CITY.
- g. Physically inspect all kiosk devices, merchant terminals, and related payment hardware used in the acceptance, transmission, or storage of credit card data at a frequency determined by the CITY. Manager must document all hardware inspections using a checklist in accordance with PCI DSS requirement 9.9 (Checklist), located at <https://www.pcisecuritystandards.org/documents/Skimming%20Prevention%20BP%20for%20Merchants%20Sept2014.pdf>, "Skimming Prevention: Best Practices for Merchants version 2.0 Appendix A&B" (or located on the PCI SSC website) as amended from time to time.

- i. MANAGER shall report immediately to the CITY by email and phone call any tampered devices or any breach, intrusion, or unauthorized access to cardholder data stored by or on behalf of MANAGER pursuant to this Agreement, to allow the proper PCI DSS breach notification process to commence. For purposes of this subsection i, reporting to the all of the following shall be deemed sufficient: Director, CITY's Chief Information Security Officer and the Office of the City Treasurer. MANAGER also agrees to assume responsibility for informing all affected individuals, with prior coordination with CITY, in accordance with applicable law, rules and regulations.
- ii. Upon the CITY's request, MANAGER shall provide to CITY a copy of the Checklist.
- iii. For purposes of this Article 11, the following shall be the address, emails and phone numbers for MANAGER to report or notify CITY and to send all required compliance documents regarding PCI DSS:

Director:
email: ThompsonC@sanidiego.gov
telephone number: (619) 236-6145

Chief Information Security Officer:
1010 2nd Avenue, Suite 500
San Diego, CA 92101
email: Cybersecurity@sanidiego.gov
telephone number: 619-533-4840

Office of the City Treasurer:
email: kmorris@sanidiego.gov
telephone number: 619-533-6253

9. **Exhibit 1** of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit 1-Amended**.

10. **Exhibit 3** of the Agreement is hereby deleted in its entirety and replaced with the attached **Exhibit 3-Amended**.

11. All terms and conditions of the Agreement not amended or addressed in this First Amendment shall remain in full force and effect. Any conflict between the terms and conditions of this First Amendment and those of the Agreement shall be resolved in favor of the more stringent terms and conditions.

12. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First

Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

WITNESS WHEREOF, this First Amendment is executed by CITY and MANAGER acting by and through their authorized officers.

MANAGER

By: _____

Name: _____

Title: _____

Date: _____

CITY OF SAN DIEGO

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form this 25th day of January, 2018

MARA W. ELLIOTT, City Attorney

By: _____

Deputy City Attorney

Print Name

NR-311498

PROCEDURE FOR ACCEPTING AND RECORDING PARKING REVENUE AT EVAN V JONES PARKADE AND CIVIC CENTER PLAZA

I. PURPOSE

To upgrade the parking payment services for patrons, special event attendees, transient parkers, and City staff by providing automated pay stations located within Evan V. Jones Parkade (EVJ) and Civic Center Plaza Parking Garage (CCPG). The following procedures will provide guidance to Real Estate Asset – Concourse and Parkade staff (READ) to ensure appropriate controls exist for the timely reconciliation and recording of all cash, credit card, and debit card parking revenue.

II. SCOPE

The automated pay kiosks at EVJ and CCPG will accept cash payments and process over the counter credit card and debit card (C/D) payments for EVJ and CCPG on behalf of the City of San Diego. ACE, via Merchant Account, will reconcile revenue and DEPOSIT ADMINISTRATOR will record it in accordance with the City's depositing and recording requirements set forth in the San Diego Municipal Code.

EVJ pay station upgrades are scheduled for 2016. CCPG upgrades are tentatively scheduled for 2017. Currently at CCPG, parking facility management Ace Parking (ACE) uses Wells Fargo's over the counter C/D payment hardware and electronic banking system. CCPG will convert to the procedures outlined in sec IV. below using ACE's merchant account.

III. DEFINITIONS

1. ACE: Parking facilities management company Ace Parking Management, Inc.
2. APPLICATION FOR MISCELLANEOUS REFUND FORM:
 - i. <http://citynet.sannet.gov/comptroller/pdf/com6app.pdf>
3. BOA: Bank of America.
4. CHARGEBACK: The reversal of a credit card initiated by the card issuer as requested by the card holder, usually resulting from a dispute.
5. CIVIC CENTER PLAZA GARAGE (CCPG): Parking Structure located at 1200 Third Ave.
6. DEPOSIT ADMINISTRATOR: READ staff member responsible for depositing and recording revenue received in SAP.
7. Evan V Jones Parkade (EVJ): Concourse parking plaza located at 1265 First Avenue, San Diego, CA 92101.
8. Event Cashier: ACE staff at facility site
9. FV60: Transaction code used to enter an invoice payment to refund a customer in SAP.

Exhibit 1 – Amended

10. Lot Manager: ACE employee, currently Darnell Williams
11. MERCHANT ACCOUNT: The bank that all revenue is first deposited into before being transferred to the City Treasurer
12. PARCS: Parking access and revenue control system
13. READ: Real Estate Assets Department – Concourse and Parkade
14. REFUND/CHARGEBACK LOG: Log showing all refunds and chargebacks that have been processed.
15. REVENUE AND DEPOSIT UPLOAD TEMPLATE (RDUT): Template used to assist READ to record revenue in SAP. A link to the template and directions are located at <http://citynet/treasurer/>
16. SAP: The City of San Diego “Systems Applications & Products” software used for financial transactions.
17. ZGLP ARK- Transaction code used to upload deposit documents for posting to SAP.
18. ZFI VENDOR- Transaction code used to create a vendor record in SAP.

IV. PROCEDURES – EVJ PARKING FACILITY MANAGEMENT STAFF (ACE)

1. ACE will adhere to San Diego Municipal Code and customer service and cash handling best practices when servicing EVJ/CCPG pay stations and customers.
2. Each transaction is processed through one of pay stations listed below in EVJ.
 - i. Pay on foot kiosk at Street Level of EVJ
 - ii. Pay on foot kiosk at Terrace Level of EVJ
 - iii. Pay kiosk at EVJ transient parker exit
3. Credit card information is collected from Event Cashier’s shift reports and verified by the PARCS automated system daily reports
4. Event Cashier reports will be entered into Ace’s Shift Report database system.
5. Total daily revenue per each merchant account will be verified through the local terminal/server.
 - i. Batch report will be completed at 2AM on a daily basis.
 - ii. Credit card information will be separated by type of credit card.
6. ACE Centralized Accounting Department reconcile/compare revenue amount reflected on the site report provided by Lot Manager with revenue amounts on merchant account report.
 - i. Any chargebacks or merchant deductions will be processed so total amount is adjusted accordingly
7. ACE Centralized Accounting Department wire transfer the amount reported to the client.
8. Total weekly revenue per merchant account will be tabulated and forwarded to City and Ace Parking accountant.
 - i. Weekly summary revenue reports will be provided with information that is for the prior week.
9. ACE sends the scanned deposit slip(s) and settlement tapes to DEPOSIT ADMINISTRATOR daily.
10. DEPOSIT ADMINISTRATOR prepares the RDUT.

V. SPECIAL EVENTS PROCEDURES – EVJ PARKING FACILITY MANAGEMENT STAFF (ACE)

1. ACE will adhere to San Diego Municipal Code and customer service and cash handling best practices when servicing EVJ/CCPG pay stations and customers.
2. Each transaction is processed through San Diego Theater prepayment system or via cash payment to Event Cashier.
 - i. If transaction is processed through San Diego Theater prepayment system, Event Cashier collects payment voucher from customers.
3. Event Cashier reports will be entered into Ace's Shift Report database system.
4. Revenue reports are generated and compared to the web based online system reports, in order to accurately reimburse San Diego Theatre for their revenue generated.
5. ACE Centralized Accounting Department reconciles revenue amount reflected on the site report.
6. ACE Centralized Accounting Department invoices San Diego Theater for amount of payment vouchers collected.
7. After receiving payment, ACE Centralized Accounting Department wire transfers the full amount reported to the City.
8. ACE sends the scanned deposit slip(s) and settlement tapes to DEPOSIT ADMINISTRATOR.
9. DEPOSIT ADMINISTRATOR prepares the RDUT.

VI. CASH REVENUE DAILY RECONCILIATION FOR THE AUTOMATED PAY KIOSKS (ACE)

1. Preparation
 - i. Lot Manager ensures the replacement vault is empty and reset
 - ii. Lot Manager ensures each replacement change fund dispenser is filled with the correct amount and denomination.
 - iii. Dual custody of all monies will be retained throughout the reconciliation process.
2. Accessing and Replenishing the Pay Station
 - i. Lot Manager and Ambassador/Maintenance specialist collect all tickets from the pay station and/or associated exit machine.
 - ii. Lot Manager and Ambassador/Maintenance specialist open the pay station and Lot Manager completes a log entry using the pay station access log located inside the machine.
 - iii. Lot Manager and Ambassador/Maintenance specialist remove and replace the vaults and hoppers with the replacement ones.
 - iv. A shift tape is produced by the machine whenever one of the dispensers or vaults are removed.
 - v. Lot Manager looks over the machine for any obvious problems such as water intrusion or advanced wear.
 - vi. Lot Manager and Ambassador/Maintenance specialist reset pay station to zero and locks it.

Exhibit 1 – Amended

- vii. Lot Manager and Ambassador/Maintenance specialist return to secure location to reconcile the items removed from the pay station.
- 3. Change Fund Reconciliation
 - i. Lot Manager begins the pay station reconciliation worksheet.
 - ii. Lot Manager enters the reported information first, then opens one cassette at a time and record the amounts physically counted under the Actual Verified heading.
 - iii. The Initial Change Fund Balance is recorded on the worksheet to ensure this amount is deducted from the total cash revenue collected.. This will ensure that vault collection does not overstate the true cash revenue collected.
 - iv. The Remaining Change Fund Balance must be recorded on the worksheet to determine the variance to the Initial Change Fund Balance. This variance will be either:
 - a. Added, by Lot Manager, to the revenue if the remaining change fund balance exceeds the Initial change fund or,
 - b. Replenished, by Lot Manager, to achieve the Initial change fund balance by removing funds from the cash hopper (vault).
- 4. Cash Hopper (Vault)
 - i. Lot Manager continues to use the worksheet by recording the contents of the vault both from the shift tape and the physical count.
 - ii. After reconciling and replenishing the Change Fund (if needed), the remaining balance is Actual Cash Revenue. This will be the prepared deposit amount regardless of whether it is over or short.
- 5. Pay Station Reporting and Deposit
 - i. The pay station should record ending balance as soon as the machine is opened. This will be the first independent verification of the change and vault hopper balances.
 - ii. A receipt from the pay station is produced, recording the activity from the start of the reconciliation and the end of the reconciliation (confirming counts are at zero).
 - iii. Lot Manager attaches the shift receipts produced by the machine to the reconciliation worksheet for back-up.
 - iv. Lot Manager ensures the witness signs the reconciliation form.
 - v. Additional detailed information can be compiled from the central computer in order to account for validated tickets and tickets processed by the paystation during the grace period.
 - vi. Lot Manager completes a deposit slip for the Actual Cash Revenue amount, which is initialed and verified by Ambassador/Maintenance specialist.
 - vii. Lot Manager records the deposit slip number on the worksheet and staples one copy to the back of the form in the presence of Ambassador/Maintenance specialist.

Exhibit 1 – Amended

- viii. Lot Manager places contents of deposit into tamper proof bank deposit bag along with one copy of the deposit slip in the presence of Ambassador/Maintenance specialist.
- ix. Lot Manager seals bag in the presence of Ambassador/Maintenance specialist and secures until the bank drop occurs.
- x. Lot Manager performs bank drop at BOA.

VII. PROCEDURES – REAL ESTATE ASSETS DEPARTMENT – EVJ DEPOSIT ADMINISTRATOR

- 1. DEPOSIT ADMINISTRATOR checks the cash and D/C totals to compare the revenue amounts received by ACE daily.
 - i. ACE provides the deposit slip, copy of end of day register tape/closing report, credit card settlement tape to the DEPOSIT ADMINISTRATOR and items are reviewed for accuracy.
 - ii. DEPOSIT ADMINISTRATOR will balance, report, and reconcile each transaction type separately and prepare RDUT
- 2. DEPOSIT ADMINISTRATOR enters RDUT in SAP:
 - i. Organization and Deposit Information Section:
 - a. Deposit & Posting Date: Today's Date
 - b. Deposit Description – EVJ Parking Garage Fees
 - c. Location Number- 92888
 - ii. Deposit Detail Section:
 - a. Payment Type: Cash & Checks (for cash accepted over the counter)
 - b. Payment Type: Debit & Credit Cards (for D/C card revenue recorded)
 - c. Amount: Transaction Total
 - iii. Revenue Distribution Section:
 - a. Revenue is recorded on Line 1
 - a. Description: EVJ Parking Garage Fees
 - b. GL Account: 512059
 - c. Cost Center: 1614000001
 - d. Fund: 200300
 - e. Amount: Transaction Total
 - iv. DEPOSIT ADMINISTRATOR prints 2 copies of completed RDUT.
 - a. One for City Treasurer
 - b. One for DEPOSIT ADMINISTRATOR's record.
 - v. DEPOSIT ADMINISTRATOR generates upload file.
 - vi. DEPOSIT ADMINISTRATOR parks deposit upload in SAP using transaction code ZGLPARK.
 - vii. DEPOSIT ADMINISTRATOR scans and attaches the deposit slip(s) and settlement tapes to parked RDUT.
 - viii. DEPOSIT ADMINISTRATOR completes deposit upload.

Exhibit 1 – Amended

- ix. DEPOSIT ADMINISTRATOR saves and files a copy of the RDUT and deposit slip(s).
3. Deposit Approver in the City Treasurer's Office reviews and approves the deposit, resulting in an entry in the general ledger.
 - i. If any discrepancies are noted, Treasurer's deposit approver notifies DEPOSIT ADMINISTRATOR and DEPOSIT ADMINISTRATOR works with ACE to research discrepancy.

VIII. MONTHLY RECONCILIATION

1. DEPOSIT ADMINISTRATOR will reconcile revenue posted per SAP with revenue per ACE parking financial statements to verify revenue intake.

IX. DISCREPANCIES

1. Discrepancies reported to READ by City Treasurer's will be researched and identified within 24 hours.
2. READ will research the deposit slips, the RDUTs, and any other pertinent documents to determine the cause of the discrepancy.
3. If the discrepancy is verified, the DEPOSIT ADMINISTRATOR will enter a positive or negative RDUT to remedy the discrepancy.

X. CHARGEBACKS

1. ACE will notify READ when a CHARGEBACK has occurred and will provide the pertinent documents within 2 business days.
2. ACE will call the Wells Fargo representative listed on the notification to answer questions pertaining to the possible CHARGEBACK.
3. Lot Manager advises DEPOSIT ADMINISTRATOR of receipt and responds to bank notification of possible CHARGEBACK.
 - i. Failure to respond to the CHARGEBACK within the time specified in the notification will result in forfeiture of the original D/C payment.
4. If CHARGEBACK occurs
 - i. Lot Manager notifies DEPOSIT ADMINISTRATOR, who will give, or withhold, authorization to debit future payment to the City. Every incident will be formally memorialized by DEPOSIT ADMINISTRATOR.
 - ii. If necessary, DEPOSIT ADMINISTRATOR will enter a negative RDUT to remedy the discrepancy.
 - a. Verify proper accounting using the original D/C payment in order to reverse the transaction.
 - b. In order to record a reversal, the amount must be entered as a negative in the template.
 - c. Reference the Cash Handling Practices Manual prepared by the Office of the City Treasurer detailing instructions on documentation of revenues.
5. The PARCs system will track all CHARGEBACKS that occur.

Exhibit 1 – Amended

XI. PROCESSING REFUNDS

1. Customer completes the APPLICATION FOR MISCELLANEOUS REFUND, attaches their receipt, and submits the form to ACE.
2. The PARCS system will verify if the transaction has been REFUNDED/CHARGEBACKED.
3. For original payment with D/C card, ACE supervisor/manager will process a refund back to the original D/C card from which the payment came and will provide READ with the pertinent documents for files.
 - i. D/C card refunds will not be issued for an amount greater than the original payment amount and will only be issued on the card used for the original payment.
 - ii. If the original payment was made with cash, ACE will forward the Refund Form and pertinent documents to READ to process a refund via a check.
 - a. If original payment was made by check:
 - a. DEPOSIT ADMINISTRATOR contacts City Treasurer Deposit Approver to ask if the check cleared.
 - b. Do not process a refund until the fifth business day after deposit to make sure the check did not get returned as Non Sufficient Funds or Cancelled Check.
4. DEPOSIT ADMINISTRATOR reviews the APPLICATION FOR MISCELLANEOUS REFUND ensuring it is complete.
5. If complete, DEPOSIT ADMINISTRATOR submits the APPLICATION FOR MISCELLANEOUS REFUND to READ's EVJ supervisor for approval.
 - i. If not complete, DEPOSIT ADMINISTRATOR returns the APPLICATION FOR MISCELLANEOUS REFUND back to ACE to be completed.
6. DEPOSIT ADMINISTRATOR completes the "City Use Only" portion of APPLICATION FOR MISCELLANEOUS REFUND.
7. DEPOSIT ADMINISTRATOR creates a vendor record for the customer in SAP using transaction code ZFI Vendor.
8. DEPOSIT ADMINISTRATOR creates and parks an invoice payment to the customer in SAP using transaction code FV60.
9. DEPOSIT ADMINISTRATOR scans and attaches the APPLICATION FOR MISCELLANEOUS REFUND to the parked invoice payment.
10. DEPOSIT ADMINISTRATOR saves the invoice payment as complete.
11. DEPOSIT ADMINISTRATOR prints the invoice payment screen, attaches the APPLICATION FOR MISCELLANEOUS REFUND and files.
12. READ will provide ACE with the check number and date when the refund check is mailed to the customer.

XII. MISCELLANEOUS

1. READ will notify City Treasurer before any change in vendor, bank, location, revenue collection, receipting, recording depositing, reconciliation, or accounting information.

Exhibit 3-Amended

Compensation for Management Services and Amortization of Project Cost

Year 1	1	2	3	4	5
	No. of Standard Staffing Hours Per Week	Hourly Wage Paid	No. of Standard Staffing Hours Annual	Manager's Annual Cost	Annual Cost to City
Parking Attendant	50	\$ 14.86	2,600	\$ 38,636.00	\$ 38,636
Supervisor	40	\$ 17.11	2,080	\$ 35,588.80	\$ 35,589
Janitorial Services	50	\$ 14.86	2,600	\$ 38,636.00	\$ 38,636
Health Plan/Benefits				\$ 29,983.00	\$ 29,983
Maintenance & Repairs				\$ 1,320.00	\$ 1,320
Operating Expenses				\$ 38,640.00	\$ 38,640
Management Fee				\$ 12.00	\$ 12
Network Installation				\$ 300.00	\$ 300
Network Third Party Provisioning				\$ 250.00	\$ 250
Communications Conduit for Helix				\$40,990	\$ 40,990
Parking Access Control Gates					\$ 224,356
Total Annual Cost to City					

* For Special Events and Emergency Work the "Hourly Wage Paid" rate shall be used

Exhibit 3-Amended

Compensation for Management Services and Amortization of Project Cost

Year 2	1	2	3	4	5
	No. of Standard Staffing Hours Per Week	Hourly Wage Paid	No. of Standard Staffing Hours Annual	Manager's Annual Cost	Annual Cost to City
Parking Attendant	45	\$ 15.30	2,340	\$ 35,802.00	\$ 35,802.00
Supervisor	40	\$ 17.62	2,080	\$ 36,649.60	\$ 36,649.60
Janitorial Services	50	\$ 15.30	2,600	\$ 39,780.00	\$ 39,780.00
Senior Accountant	3.4	\$ 53.00	178	\$ 9,434.00	\$ 9,434.00
Treasury Manager	0.2	\$ 53.00	9	\$ 459.33	\$ 459.33
Controller	0.2	\$ 53.00	9	\$ 459.33	\$ 459.33
Health Plan/Benefits				\$ 29,037.76	\$ 29,037.76
Maintenance & Repairs				\$ 1,360.00	\$ 1,360.00
Amortization of Project Cost				\$ 51,800.00	\$ 51,800.00
Financing Charges				\$ -	\$ -
Extended Equipment Warranty				\$ -	\$ -
License Fee				\$ -	\$ -
Maintenance Agreements				\$ 12,500.00	\$ 12,500.00
Tech Support				\$ -	\$ -
Operating Expenses				\$ 39,799.20	\$ 39,799.20
Management Fee				\$ 12.00	\$ 12.00
Base Bank Fees				\$ -	\$ -
Base Account Fee				\$ 180.00	\$ 180
Prior Day Reporting Fixed Fee				\$ 720.00	\$ 720
Electronic Deposit Fees ¹				\$ 126.00	\$ 126
Estimated Prior Day Reporting Variable Fee ²				\$ 144.00	\$ 144
Weekly Wire Direct Cost 4.33 per month				\$ 624.00	\$ 624
Estimated PCI Compliance Charges				\$ -	\$ -
Monthly Monitoring (Router, SW Subscription)				\$ 1,920.00	\$ 1,920
IT Security Services & Troubleshooting ³				\$ 990.00	\$ 990
External Scanning				\$ 91.80	\$ 92
Antivirus (Required for servers and networked PC's)				\$ 118.80	\$ 119
Pro-Tect Internal Security Scanning (3 systems)				\$ 97.20	\$ 97
Internal Security Monitoring - (Bio metric one time)				\$ 3,288.00	\$ 3,288
Estimated Credit Card Fees Per Year ⁴				\$ 18,148.80	\$ 18,149
Total Annual Cost to City					\$ 283,542

1) Fee is .15 per item received. We expect approximately 70 electronic transactions per month.

2) Prior day reporting includes a variable fee of .05 cents per item per report.

3) Estimated at one half an hour per month at \$165.00 per hour.

4) Based on the FY ending June, 2016 monthly average revenue for transient (\$66,850) and event (\$21,950). Assumes 65% of transient revenue and 40% of event revenue is paid by credit card. Credit card fees will vary depending on card types utilized by the customers and the average ticket size. For this exercise, we used the past 12 month's revenue averages and estimated the percentage of people paying cash versus credit cards. Please note that these are estimates only and the actual amounts could vary.

* For Special Envents and Emergency Work the "Hourly Wage Paid" rate shall be used

Exhibit 3-Amended

Compensation for Management Services and Amortization of Project Cost

Year 3	1	2	3	4	5
	No. of Standard Staffing Hours Per Week	Hourly Wage Paid	No. of Standard Staffing Hours Annual	Manager's Annual Cost	Annual Cost to City
Parking Attendant	45	\$ 15.76	2,340	\$ 36,878.40	\$ 36,878.40
Supervisor	40	\$ 18.15	2,080	\$ 37,752.00	\$ 37,752.00
Janitorial Services	50	\$ 15.76	2,600	\$ 40,976.00	\$ 40,976.00
Senior Accountant	3.4	\$ 53.00	178	\$ 9,434.00	\$ 9,434.00
Treasury Manager	0.2	\$ 53.00	9	\$ 459.33	\$ 459.33
Controller	0.2	\$ 53.00	9	\$ 459.33	\$ 459.33
Health Plan/Benefits				\$ 29,908.89	\$ 29,908.89
Maintenance & Repairs				\$ 1,400.00	\$ 1,400.00
Amortization of Project Cost				\$ 51,800.00	\$ 51,800.00
Financing Charges				\$ -	\$ -
Extended Equipment Warranty				\$ -	\$ -
License Fee				\$ -	\$ -
Maintenance Agreements				\$ 12,500.00	\$ 12,500.00
Tech Support					\$ -
Operating Expenses				\$ 40,993.18	\$ 40,993.18
Management Fee				\$ 12.00	\$ 12.00
Base Bank Fees				\$ -	\$ -
Base Account Fee				\$ 185.40	\$ 185
Prior Day Reporting Fixed Fee				\$ 741.60	\$ 742
Electronic Deposit Fees ¹				\$ 129.78	\$ 130
Estimated Prior Day Reporting Variable Fee ²				\$ 148.32	\$ 148
Weekly Wire Direct Cost 4.33 per month				\$ 642.72	\$ 643
Estimated PCI Compliance Charges				\$ -	\$ -
Monthly Monitoring (Router, SW Subscription)				\$ 1,977.60	\$ 1,978
IT Security Services & Troubleshooting ³				\$ 1,019.70	\$ 1,020
External Scanning				\$ 94.55	\$ 95
Antivirus (Required for servers and networked PC's)				\$ 122.36	\$ 122
Pro-Tect Internal Security Scanning (3 systems)				\$ 100.12	\$ 100
Estimated Credit Card Fees Per Year ⁴				\$ 18,148.80	\$ 18,149
Total Annual Cost to City					\$ 285,884

1) Fee is .155 per item received. We expect approximately 70 electronic transactions per month.

2) Prior day reporting includes a variable fee of .052 cents per item per report.

3) Estimated at one half an hour per month at \$169.95 per hour.

4) Based on the FY ending June, 2016 monthly average revenue for transient (\$66,850) and event (\$21,950). Assumes 65% of transient revenue and 40% of event revenue is paid by credit card. Credit card fees will vary depending on card types utilized by the customers and the average ticket size. For this exercise, we used the past 12 month's revenue averages and estimated the percentage of people paying cash versus credit cards. Please note that these are estimates only and the actual amounts could vary.

* For Special Events and Emergency Work the "Hourly Wage Paid" rate shall be used

Exhibit 3-Amended

Compensation for Management Services and Amortization of Project Cost

Year 4	1	2	3	4	5
	No. of Standard Staffing Hours Per Week	Hourly Wage Paid	No. of Standard Staffing Hours Annual	Manager's Annual Cost	Annual Cost to City
Parking Attendant	45	\$ 16.23	2,340	\$ 37,978.20	\$ 37,978
Supervisor	40	\$ 18.69	2,080	\$ 38,875.20	\$ 38,875
Janitorial Services	50	\$ 16.23	2,600	\$ 42,198.00	\$ 42,198
Senior Accountant	3.4	\$ 53.00	178	\$ 9,434.00	\$ 9,434
Treasury Manager	0.2	\$ 53.00	9	\$ 459.33	\$ 459
Controller	0.2	\$ 53.00	9	\$ 459.33	\$ 459
Health Plan/Benefits				\$ 30,806.16	\$ 30,806
Maintenance & Repairs				\$ 1,442.00	\$ 1,442
Amortization of Project Cost				\$ 51,800.00	\$ 51,800
Financing Charges				\$ -	\$ -
Extended Equipment Warranty				\$ -	\$ -
License Fee				\$ -	\$ -
Maintenance Agreements				\$ 12,500.00	\$ 12,500
Tech Support				\$ -	\$ -
Operating Expenses				\$ 42,222.98	\$ 42,223
Management Fee				\$ 12.00	\$ 12
Base Bank Fees				\$ -	\$ -
Base Account Fee				\$ 190.96	\$ 191
Prior Day Reporting Fixed Fee				\$ 763.85	\$ 764
Electronic Deposit Fees ¹				\$ 133.67	\$ 134
Estimated Prior Day Reporting Variable Fee ²				\$ 152.77	\$ 153
Weekly Wire Direct Cost 4.33 per month				\$ 662.00	\$ 662
Estimated PCI Compliance Charges				\$ -	\$ -
Monthly Monitoring (Router, SW Subscription)				\$ 2,036.93	\$ 2,037
IT Security Services & Troubleshooting ³				\$ 1,050.29	\$ 1,050
External Scanning				\$ 97.39	\$ 97
Antivirus (Required for servers and networked)				\$ 126.03	\$ 126
Pro-Tect Internal Security Scanning (3 systems)				\$ 103.12	\$ 103
Estimated Credit Card Fees Per Year ⁴				\$ 18,693.26	\$ 18,693
Total Annual Cost to City					\$ 292,197

1) Fee is .159 per item received. We expect approximately 70 electronic transactions per month.

2) Prior day reporting includes a variable fee of .053 cents per item per report.

3) Estimated at one half an hour per month at \$175.05 per hour.

4) Based on the FY ending June, 2016 monthly average revenue for transient (\$66,850) and event (\$21,950). Assumes 65% of transient revenue and 40% of event revenue is paid by credit card. Credit card fees will vary depending on card types utilized by the customers and the average ticket size. For this exercise, we used the past 12 month's revenue averages and estimated the percentage of people paying cash versus credit cards. Please note that these are estimates only and the actual amounts could vary.

* For Special Events and Emergency Work the "Hourly Wage Paid" rate shall be used

Exhibit 3-Amended

Compensation for Management Services and Amortization of Project Cost

Year 5	1	2	3	4	5
	No. of Standard Staffing Hours Per Week	Hourly Wage Paid	No. of Standard Staffing Hours Annual	Manager's Annual Cost	Annual Cost to City
Parking Attendant	45	\$ 16.72	2,340	\$ 39,124.80	\$ 39,125
Supervisor	40	\$ 19.25	2,080	\$ 40,040.00	\$ 40,040
Janitorial Services	50	\$ 16.72	2,600	\$ 43,472.00	\$ 43,472
Senior Accountant	3.4	\$ 53.00	178	\$ 9,434.00	\$ 9,434
Treasury Manager	0.2	\$ 53.00	9	\$ 459.33	\$ 459
Controller	0.2	\$ 53.00	9	\$ 459.33	\$ 459
Health Plan/Benefits				\$ 31,730.34	\$ 31,730
Maintenance & Repairs				\$ 1,486.00	\$ 1,486
Amortization of Project Cost				\$ 51,800.00	\$ 51,800
Financing Charges				\$ -	\$ -
Extended Equipment Warranty				\$ -	\$ -
License Fee				\$ -	\$ -
Maintenance Agreements				\$ 12,500.00	\$ 12,500
Tech Support				\$ -	\$ -
Operating Expenses				\$ 43,489.67	\$ 43,490
Management Fee				\$ 12.00	\$ 12
Base Bank Fees				\$ -	\$ -
Base Account Fee				\$ 196.69	\$ 197
Prior Day Reporting Fixed Fee				\$ 786.76	\$ 787
Electronic Deposit Fees ¹				\$ 137.68	\$ 138
Estimated Prior Day Reporting Variable Fee ²				\$ 157.35	\$ 157
Weekly Wire Direct Cost 4.33 per month				\$ 681.86	\$ 682
Estimated PCI Compliance Charges				\$ -	\$ -
Monthly Monitoring (Router, SW Subscription)				\$ 2,098.04	\$ 2,098
IT Security Services & Troubleshooting ³				\$ 1,081.80	\$ 1,082
External Scanning				\$ 100.31	\$ 100
Antivirus (Required for servers and networked PC's)				\$ 129.82	\$ 130
Pro-Tect Internal Security Scanning (3 systems)				\$ 106.21	\$ 106
Estimated Credit Card Fees Per Year ⁴				\$ 19,254.06	\$ 19,254
Total Annual Cost to City					\$ 298,738

1) Fee is .164 per item received. We expect approximately 70 electronic transactions per month.

2) Prior day reporting includes a variable fee of .055 cents per item per report.

3) Estimated at one half an hour per month at \$180.30 per hour.

4) Based on the FY ending June, 2016 monthly average revenue for transient (\$66,850) and event (\$21,950). Assumes 65% of transient revenue and 40% of event revenue is paid by credit card. Credit card fees will vary depending on card types utilized by the customers and the average ticket size. For this exercise, we used the past 12 month's revenue averages and estimated the percentage of people paying cash versus credit cards. Please note that these are estimates only and the actual amounts could vary.

* For Special Envents and Emergency Work the "Hourly Wage Paid" rate shall be used

RESOLUTION NUMBER R- **311498**

DATE OF FINAL PASSAGE **JAN 18 2018**

ITEM # 333

1/9/18

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN DIEGO AUTHORIZING THE FIRST AMENDMENT TO
THE MANAGEMENT SERVICES AND CONSTRUCTION OF
FULLY AUTOMATED PARKING GARAGE AGREEMENT
FOR THE EVAN V. JONES PARKADE.

WHEREAS, the Evan V. Jones Parkade (Parkade) parking garage was constructed in
1964 as part of the Community Concourse complex and consists of twelve levels of parking for
1,141 vehicles; and

WHEREAS, on November 17, 2015, a request for proposals was issued requesting
proposals for the equipment upgrade and the management and operations of the Parkade; and

WHEREAS, on February 9, 2016, the Council of the City of San Diego (Council)
authorized the Management Services and Construction of Fully Automated Parking Garage
Agreement (Agreement) with Ace Parking III, LLC (Ace), on file with the Office of the City
Clerk as Document No. RR-310248; and

WHEREAS, in order to implement the conversion of the Parkade to a fully automated
facility, the Agreement will be amended to further specify Ace's responsibilities with the use of
credit cards and debit cards as follows: (1) include the responsibility of having Ace's merchant
account process all credit card and debit card transactions, segregated from City's data network;
(2) provide more detail regarding the Payment Card Industry compliance responsibilities that
Ace must comply with during the term of the Agreement as a result of the merchant account
change; and (3) include the process Ace shall follow for collection of gross revenue for parking
validation; and

WHEREAS, the Council desires to authorize the Chief Financial Officer to expend funds in an amount not to exceed \$1,393,498 for the entire term of the Agreement, instead of by fiscal year allotments as set forth in Resolution No. R-310248; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee is authorized and directed to execute the First Amendment to the Management Services and Construction of Fully Automated Parking Garage Agreement, which is on file in the Office of the City Clerk as Document No. RR- **311498**.

BE IT FURTHER RESOLVED, that the Chief Financial Officer is authorized to expend an amount not to exceed \$1,393,498 from Fund 200300, Concourse/Parking Garage Operating Fund, throughout the term of the Agreement, contingent upon the Chief Financial Officer furnishing one or more certificates certifying that the funds are, or will be, on deposit with the City Treasurer.

APPROVED: MARA W. ELLIOTT, City Attorney

By


Hilda R. Mendoza
Deputy City Attorney

HRM:als
12/15/2017
Or.Dept: READ
Doc. No.: 1642311

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JAN 09 2018.

ELIZABETH S. MALAND
City Clerk

By 
Deputy City Clerk

Approved: 1/18/18
(date)


KEVIN L. FAULCONER, Mayor

Vetoed: _____
(date)

KEVIN L. FAULCONER, Mayor

**The City of San Diego
COMPTROLLER'S CERTIFICATE**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

DEPT. NO. 3000010535
1014

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
TOTAL AMOUNT									

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$7,405.45

Vendor: Ace Parking III

Purpose: To authorize expenditures not to exceed \$284,408 in FY18 with Ace Parking III for management and implementation of an automated parking system upgrade to the Evan V. Jones Parkade. \$277,002.55 of which has already been encumbered via PO 4500092226.

Date: November 21, 2017 By: William Weisman

COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA									
Doc. Item	Fund	Funded Program	Internal Order	Functional Area	G/L Account	Business Area	Cost Center	WBS	Original Amount
1	200300			OTHR-00000000-TR	512059	1614	1614000001		\$7,405.45
TOTAL AMOUNT									\$7,405.45

FUND OVERRIDE ☐

Passed by the Council of The City of San Diego on JAN 09 2018, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Barbara Bry	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Chris Ward	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☒	☐	☐	☐
Georgette Gomez	☒	☐	☐	☐

Date of final passage JAN 18 2018

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

(Seal)

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By Stacy Beach, Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 311498

Passed by the Council of The City of San Diego on January 9, 2018, by the following vote:

YEAS: **BRY, ZAPF, WARD, COLE, KERSEY, CATE, SHERMAN,**
ALVAREZ, GOMEZ.

NAYS: **NONE.**

NOT PRESENT: **NONE.**

RECUSED: **NONE.**

AUTHENTICATED BY:

KEVIN L. FAULCONER

Mayor of The City of San Diego, California

ELIZABETH S. MALAND

City Clerk of The City of San Diego, California

(Seal)

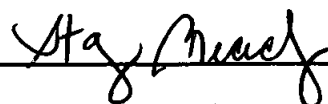
By: **Stacy D. Ready**, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
RESOLUTION NO. **R-311498**, approved on **January 9, 2018**. The date of final
passage is **January 18, 2018**.

ELIZABETH S. MALAND

City Clerk of the City of San Diego, California

(Seal)

By: , Deputy